

City of Strongsville

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

May 11, 2017

MEETING NOTICE

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

City Council has scheduled the following meetings for **Monday, May 15, 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 7:00 p.m. All committees listed will meet immediately following the previous committee:

7:00 P.M. Representatives from Parkview Homes will give a presentation regarding a new development proposal.

7:20 P.M. **Planning, Zoning and Engineering Committee** will meet to discuss Ordinance Nos. 2017-064, 2017-075, 2017-076, 2017-077, 2017-078 and Resolution No. 2017-079.

Finance Committee will meet to discuss Resolution Nos. 2017-080 and 2017-081.

Communications and Technology Committee will meet to discuss Ordinance No. 2017-082.

Public Service and Conservation Committee will meet to discuss Ordinance Nos. 2017-083, 2017-084, 2017-085, and Resolution No. 2017-086.

Public Safety and Health Committee will meet to discuss Ordinance Nos. 2017-087, 2017-088, 2017-089, 2017-090 and 2017-091.

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

Committee of the Whole will meet to discuss Ordinance No. 2017-092 and the TREX Economic Development transfer of Class D-2, D-2X and D-6 permits listed on this evening's agenda.

8:00 P.M. **Regular Council Meeting**

Any other matters that may properly come before this Council may also be discussed.

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, MAY 15, 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 – May 1, 2017*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - Mayor's re-appointment and Council confirmation of Dale Serne to a four (4) year term on the City's Architectural Review Board, effective June 1, 2017, and expiring on May 31, 2021.
 - Mayor's appointment and Council confirmation of James A. Kaminski to fill a vacancy on the City's Planning Commission to be effective May 15, 2017, and expiring on April 3, 2021.
 - Ceremonial swearing in of newly-appointed Firefighter/Paramedic Matthew A. Taylor.
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:
 - 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. 2017-064 by Mr. Daymut. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 16939 PEARL ROAD (PART OF PPN 397-10-009) IN THE CITY OF STRONGSVILLE FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION, AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 05-01-17. Favorable recommendation by Planning Commission 05-11-17.*
- Ordinance No. 2017-075 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AN EASEMENT FOR STORM SEWER SYSTEM PURPOSES, A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES, A BILL OF SALE, AND AGREEMENT FOR REMOVAL OF IMPROVEMENTS, FOR REAL PROPERTY LOCATED ON ELM DRIVE, IN CONNECTION WITH THE WALNUT DRIVE DETENTION BASIN PROJECT, AND DECLARING AN EMERGENCY. [Campo]
- Ordinance No. 2017-076 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AN EASEMENT FOR STORM SEWER SYSTEM PURPOSES AND TEMPORARY EASEMENTS FOR CONSTRUCTION PURPOSES, FOR REAL PROPERTY LOCATED ON WALNUT DRIVE, IN CONNECTION WITH THE WALNUT DRIVE DETENTION BASIN PROJECT, AND DECLARING AN EMERGENCY. [Cifelli]
- Ordinance No. 2017-077 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AN EASEMENT FOR STORM SEWER SYSTEM PURPOSES, A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES, AND A BILL OF SALE FOR VARIOUS IMPROVEMENTS, FOR REAL PROPERTY LOCATED ON WALNUT DRIVE, IN CONNECTION WITH THE WALNUT DRIVE DETENTION BASIN PROJECT, AND DECLARING AN EMERGENCY. [Suleiman]
- Ordinance No. 2017-078 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AN EASEMENT FOR STORM SEWER SYSTEM PURPOSES AND A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES, FOR REAL PROPERTY LOCATED ON WALNUT DRIVE, IN CONNECTION WITH THE WALNUT DRIVE DETENTION BASIN PROJECT, AND DECLARING AN EMERGENCY. [Cudnik]

- Resolution No. 2017-079 by Mayor Perciak and Mr. Daymut. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE WALNUT DRIVE DETENTION BASIN PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-080 by Mayor Perciak and All Members of Council. A RESOLUTION SUBMITTING THE QUESTION OF THE RENEWAL OF A 1.50 MILL TAX LEVY FOR THE PURPOSE OF PAYMENT FOR FIREFIGHTERS' SALARIES AND OPERATING EXPENSES FOR THE SATELLITE STATION AT PRIEM AND ALBION ROADS PURSUANT TO OHIO REVISED CODE SECTION 5705.19(I), AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-081 by Mayor Perciak and All Members of Council. A RESOLUTION SUBMITTING THE QUESTION OF THE RENEWAL OF A 0.40 MILL TAX LEVY FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING AND RENOVATING STORM SEWERS AND STORM DRAINAGE DITCHES PURSUANT TO OHIO REVISED CODE SECTION 5705.19(F), AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-082 by Mayor Perciak and Mr. Schonhut. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE REPLACEMENT AND LEASE OF THREE UPGRADED COPIERS INCLUDING ACCESSORIES, FOR USE BY VARIOUS DEPARTMENTS OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-083 by Mayor Perciak and Mr. Carbone. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 FOR AN INCREASE IN THE CONTRACT PRICE AND IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND PROFESSIONAL ROOFING SERVICES, INC., IN CONNECTION WITH THE REMOVAL AND REPLACEMENT OF EXISTING ROOFING AND RELATED ITEMS AT WASTEWATER TREATMENT PLANTS "B" AND "C" AND THE WESTWOOD LIFT STATION BUILDING, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-084 by Mayor Perciak and Mr. Carbone. AN ORDINANCE REQUESTING PARTICIPATION IN AN OHIO DEPARTMENT OF TRANSPORTATION CONTRACT FOR THE PURCHASE OF FOUR (4) WESTERN STAR 4700SF TANDEM AXLE CAB AND CHASSIS UNITS, AND FIVE (5) WESTERN STAR 4700SB SINGLE AXLE CAB AND CHASSIS UNITS, 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. 2017-085 by Mayor Perciak and Mr. Carbone. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF EIGHT (8) CONCORD MINUTEMAN SNOW AND ICE CONTROL EQUIPMENT PACKAGES WITH LEAF BOX ATTACHMENTS AND ACCESSORIES, TO BE INSTALLED ON THE NEW WESTERN STAR TANDEM AXLE AND SINGLE AXLE CAB AND CHASSIS UNITS, 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.
- Resolution No. 2017-086 by Mr. Carbone. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF A CAB AND CHASSIS MOUNTED ASPHALT POTHOLE PATCHING UNIT FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE.
- Ordinance No. 2017-087 by Mayor Perciak and Mr. DeMio. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF FOUR (4) 2017 DODGE CHARGER VEHICLES, WITH BASIC OPTIONS AND APPURTENANCES, FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-088 by Mayor Perciak and Mr. DeMio. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF A 2017 CHEVY TAHOE EMERGENCY VEHICLE, WITH BASIC OPTIONS AND APPURTENANCES, FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-089 by Mayor Perciak and Mr. DeMio. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF ONE (1) 2017 FORD UTILITY INTERCEPTOR VEHICLE, FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-090 by Mayor Perciak and Mr. DeMio. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF A 2017 FORD F-150 PICK-UP, WITH BASIC OPTIONS AND APPURTENANCES, FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

- Ordinance No. 2017-091 by Mayor Perciak and Mr. DeMio. AN ORDINANCE APPROVING PURCHASES OF SUPPLEMENTAL SPECIALTY ITEMS, EQUIPMENT, PAINTING, AND INSTALLATION OF ACCESSORIES NECESSARY TO PROPERLY OUTFIT NEW VEHICLES SEPARATELY PURCHASED FOR USE BY THE POLICE DEPARTMENT; AUTHORIZING THE MAYOR TO ENTER INTO CONTRACTS WITH VARIOUS VENDORS, WITHOUT PUBLIC BIDDING; AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-092 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A COMMUNITY GARDEN LICENSE AGREEMENT WITH SOUTHWEST GENERAL HEALTH CENTER IN CONNECTION WITH THE COMMUNITY GARDEN PROJECT, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- *Motion to approve under Trex Economic Development the transfer of Class D-2, D-2X and D-6 permits from Lee Chou Inc., 1971 West Market Street, Akron, Ohio to **FFC Eatery 3-14, LLC 15250 Pearl Road; DBA: Aladdin's Eatery.***
- *Application for Permit: N-D1: To: Master Group Enterprises LLC; DBA: Master Pizza, 13311 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 05/30/2017).*

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 064

By: Mr. Daymut

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 16939 PEARL ROAD (PART OF PPN 397-10-009) IN THE CITY OF STRONGSVILLE FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION, AND DECLARING AN EMERGENCY.

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

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located at 16939 Pearl Road (part of PPN 397-10-009), in the City of Strongsville, from PF (Public Facilities) classification to GB (General Business) classification, which property is more fully described in Exhibit "A" and depicted in Exhibit "B," all attached hereto and incorporated herein by reference.

Section 2. That the Clerk of Council is hereby authorized to cause the necessary changes on the Zoning Map to be made in order to reflect the zoning change in classification as provided in this Ordinance.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to rezone such property in order to provide for the orderly development of lots and lands within the City, and to enhance economic development within 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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 064
Page 2

upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: May 1, 2017

Referred to Planning Commission

Second reading: _____

May 2, 2017

Third reading: _____

Favorable recommendation by
Approved: PC 05-11-17.

Public Hearing: _____

President of Council

Approved: _____
Mayor

Date Passed: _____

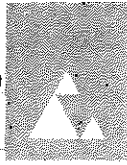
Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2017-064 Amended: _____
1st Rdg. 05-01-17 Ref: PC/P2E
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



**LEGAL DESCRIPTION FOR THE RE-ZONING OF A PORTION OF PERMANENT
PARCEL NUMBER 397-10-009**

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio, and being a part of Original Strongsville Township Lot No. 58 and being more particularly described as follows:

Beginning at the centerline intersection of Pearl Road, width varies, and Drake Road, Thence North 04 degrees 15 minutes 15 seconds East, a distance of 1527.18 feet to the southwest corner of land conveyed to Anton J. Hlinka and Anna Hlinka by deed recorded in Volume 255, Page 331 of Cuyahoga County Records; Thence along the southerly line of said Anton J. Hlinka and Anna Hlinka lands, South 87 degrees 18 minutes 30 seconds East, a distance of 45.02 feet to the easterly line of Pearl Road as established in document recorded in AFN #201006170245 of Cuyahoga County Records and the principal place of beginning of the parcel described herein:

Course 1) Thence continuing along the southerly line of said Anton J. Hlinka and Anna Hlinka lands, South 87 degrees 18 minutes 30 seconds East, a distance of 600.00 feet to a point;

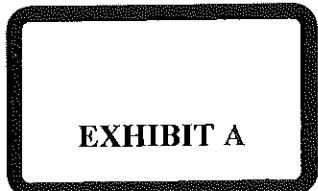
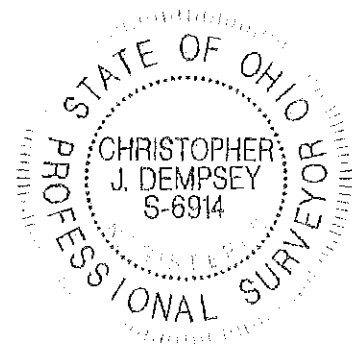
Course 2) Thence South 04 degrees 15 minutes 15 seconds West, a distance of 100.00 feet to a point;

Course 3) Thence North 87 degrees 18 minutes 30 seconds West, a distance of 600.00 feet to the easterly line of Pearl Road;

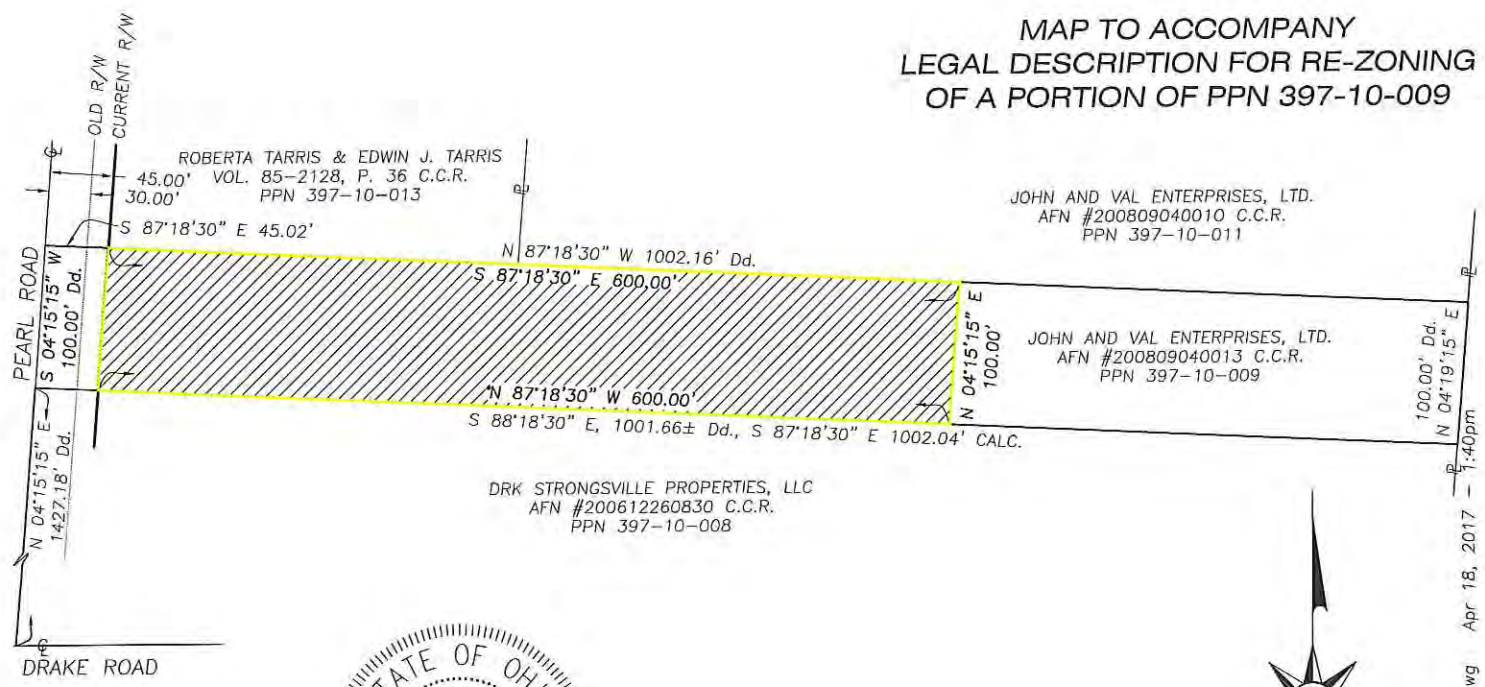
Course 4) Thence along the easterly line Pearl Road, North 04 degrees 15 minutes 15 seconds East, a distance of 100.00 feet to the principal place of beginning as described by Christopher J. Dempsey, Professional Surveyor No. 6914, Dempsey Surveying Company on April 13, 2017.

Christopher J. Dempsey 4/14/2017

Christopher J. Dempsey, PS
Professional Surveyor No. 6914

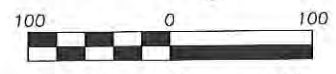


MAP TO ACCOMPANY
LEGAL DESCRIPTION FOR RE-ZONING
OF A PORTION OF PPN 397-10-009



Chris Dempsey
4/18/17

 AREA TO BE RE-ZONED



SCALE: 1" = 100'

DATE: 04-13-2017
FILE NO. 9048

www.dempseysurvey.com

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DEMPSEY / SURVEYING / COMPANY

P 216/226/1130 12815 DETROIT AVENUE
F 216/226/1131 CLEVELAND, OH 44107-2835

Drawing File: W:\9000-9099\9048\9048.dwg Apr 18, 2017 - 1:40pm

EXHIBIT B

PETITION FOR ZONING CHANGE

Ordinance Number: 2017-064

To the Council of the City of Strongsville, County of Cuyahoga, State of Ohio:

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class PF use to a class GB use. *Not requesting any change to the RI-75 portion of this parcel.

Such change is necessary for the preservation and enjoyment of a substantial property right because: The adjacent parcels are all zoned GB and this property is difficult to redevelop or sell with a zoning of PF.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: All adjacent parcels are zoned GB.

Please list other supporting documents (if any) which accompany this petition: None

1. _____
2. _____
3. _____

THE PROPOSED USE OF THE PROPERTY IS: No proposed use at this time.

Name, address and **telephone number** of applicant or applicant's agent:

Name: Nick Catanzarite, Esq.

Address: 1301 E. 9th Street, Suite 3500, Cleveland, Ohio 44114

Telephone Number: (216)781-1212

Valentina P. Palmer
Signature of Owner(s)

State of ~~Ohio~~ NC)
County of ~~Cuyahoga~~ Brunswick)

Sworn to and subscribed in my presence this 12th day of April, 2017.

Ashley N. McDaniel
Notary Public
My commission expires: 11-19-2020

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

Ashley N. McDaniel
NOTARY PUBLIC
Brunswick County, NC
My Commission Expires: 11-19-20

PROPERTY DESCRIPTION FORM

Ordinance Number: 2017-064

The following described property is that property for which a change is being requested in the attached Petition for Zoning Change and which is hereby incorporated into and made part of said petition:

Address of Property: 16939 Pearl Road

Permanent Parcel No.: 397-10-009

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Pearl (West), Drake (South)

Number and type of buildings which now occupy property (if any): 1 Building, which is a former Day Care Center.

Acreage: 2.1 (portion zoned PF is approximately 100' x 600')

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): N/A

Said deed restrictions (will) (have) expire(d) on: N/A

Said property is presently under lease or otherwise encumbered as follows: N/A

Owner(s)	Percent of Ownership:
1. <u>John and Val Enterprises, Ltd.</u>	<u>100%</u> %
2. _____	_____ %
3. _____	_____ %

Valentina P. Palmer
Signature of Owner(s)

State of Ohio BC)
County of Guyahoga)
Brunswick

Sworn to and subscribed to in my presence this 12th day of April, 2017.

Ashley N. McDaniel
Notary Public

Ashley N. McDaniel
NOTARY PUBLIC
Brunswick County, NC
My Commission Expires: 11-19-20

My commission expires 11-19-2020

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer
FROM: Aimee Pientka, Clerk of Council
DATE: April 19, 2017
SUBJECT: Rezoning Application
John and Val Enterprises, Ltd.; Owners
PPN: 397-10-009
Address: 16939 Pearl Road
From Public Facilities (PF) to General Business (GB)

Please check the legal description on the attached application for rezoning and, if correct, please forward to the Law Director so he may prepare legislation for Council to consider.

Thank you.

AKP
Attachments

cc: Thomas P. Perciak, Mayor
Neal Jamison, Law Director
Daniel J. Kolick, Assistant Law Director
George Smerigan, City Planner
Brent Painter, Economic Development Director
All Members of Council
Carol Opera, Planning Commission Secretary

RECEIVED

APR 19 2017

CITY OF STRONGSVILLE
CITY COUNCIL

Memorandum

To: Neal Jamison, Law Director

CC: Mayor Perciak
Lori Daley, Assistant City Engineer
Aimee Pientka
George Smerigan, City Planner
Brent Painter, Economic Development Director
Dan Kolick, Assistant Law Director
Carol Oprea, Planning Commission Secretary

From: Ken Mikula, P.E., City Engineer

Date: 4/19/2017

Re: Rezoning Application
John and Val Enterprises, Ltd., Owners
PPN: 397-10-009
Address: 16939 Pearl Road
From Public Facilities (PF) to General Business (GB)

Neal,

The legal description included in the Clerk of Council's April 19, 2017 memo regarding the above referenced application accurately describes the area to be rezoned.

Please feel free to contact me with any questions.

Thank You

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission
FROM: Tiffany Mekeel, Assistant Clerk of Council
DATE: May 2, 2017
SUBJECT: Referral from Council: Ordinance No. 2017-064

At its regular meeting of May 1, 2017, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2017-064 by Mr. Daymut. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 16939 PEARL ROAD (PART OF PPN 397-10-009) IN THE CITY OF STRONGSVILLE FROM PF (PUBLIC FACILITIES) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION, AND DECLARING AN EMERGENCY.

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

TAM
Attachment

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: May 12, 2017

Please be advised that at its meeting of May 11, 2017, the Strongsville Planning Commission gave Favorable Recommendation the following;

ORDINANCE NO. 2017-064

An Ordinance Amending the Zoning Map of the City of Strongsville Adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to Change the Zoning Classification of Certain Real Estate Located at 16939 Pearl Road (Part of PPN 397-10-009) in the City of Strongsville from PF (Public Facilities) Classification to GB (General Business) Classification and Declaring an Emergency.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 075

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AN EASEMENT FOR STORM SEWER SYSTEM PURPOSES, A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES, A BILL OF SALE, AND AGREEMENT FOR REMOVAL OF IMPROVEMENTS, FOR REAL PROPERTY LOCATED ON ELM DRIVE, IN CONNECTION WITH THE WALNUT DRIVE DETENTION BASIN PROJECT, AND DECLARING AN EMERGENCY. [Campo]

WHEREAS, the City of Strongsville is in the process of making improvements to the City's storm water system for the Walnut Drive Detention Basin; and

WHEREAS, in order to construct a storm water system, including a storm water detention basin and appurtenances for the Walnut Drive Detention Basin Project, it is necessary to accept an Easement for storm sewer system purposes, a Temporary Easement for construction purposes, a Bill of Sale, and Agreement for Removal of Improvements, for property located at 19686 Elm Drive, which is owned by John Campo and Cheryl L. Campo, and further identified as being part of Permanent Parcel No. 394-23-052 (Parcel 12 S, T), for the purposes of constructing, reconstructing, maintaining, operating and repairing a storm sewer system and appurtenances, for temporary construction purposes, and for various improvements; and

WHEREAS, the City has had the subject property interests appraised, and the proposed purchase price does not exceed the appraised value.

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 and accept an Easement for storm sewer system purposes, a Temporary Easement for construction purposes, a Bill of Sale, and Agreement for Removal of Improvements, across and upon portions of property owned by John Campo and Cheryl L. Campo, located at 19686 Elm Drive, and further known as being part of Permanent Parcel No. 394-23-052 (Parcel 12 S, T), and all as more fully set forth in Exhibits 1, 2, 3 and 4 respectively, attached hereto and incorporated herein by reference, in connection with the Walnut Drive Detention Basin Project.

Section 2. That upon acceptance of said Easement for storm sewer system purposes, an executed Temporary Easement, a Bill of Sale, and Agreement for Removal of Improvements by the City, and evidence of title satisfactory to the Law Director, the Clerk of Council is hereby directed to cause the said Easement and

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 – 075
Page 2

Temporary Easement documents to be recorded in the office of the Cuyahoga County Fiscal Officer.

Section 3. That the Director of Finance be and is hereby authorized and directed to pay to John Campo and Cheryl L. Campo, husband and wife, the total amount of \$7,510.00 upon recordation of the aforesaid documents, representing the sum of \$5,844.00 for the Easement for storm sewer system purposes, and \$1,666.00 for the Temporary Easement (including all improvements) for construction purposes. Said funds have been appropriated and shall be paid from the Drainage Levy Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to obtain the aforesaid easements in order to make improvements to the City's storm water system in connection with the Walnut Drive Detention Basin Project, for the proper development of lots and lands within 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: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-075 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: John Campo and Cheryl L. Campo, Husband and Wife, the Grantor(s) herein, in consideration of the sum of \$5,844.00, to be paid by the City of Strongsville, the Grantee herein, do hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns forever, an easement, which is more particularly described in Exhibit A attached hereto, within the following described real estate:

PARCEL(S): 12 S

City of Strongsville-Walnut Drive Detention Basin

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Cuyahoga County Current Tax Parcel No. 394-23-052

Prior Instrument Reference: Survivorship Deed with General Warranty Covenants, Deed Volume 5321, Page 45, Cuyahoga County Recorder's Office.

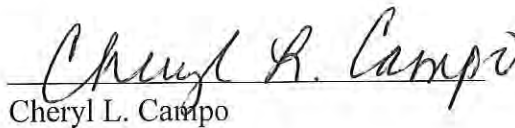
And the said Grantor(s), for themselves and their successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that they are the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and have good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein is being acquired by Grantee for a public purpose, namely the establishment, construction, repair or maintenance of a storm sewer system.

In the event that the Grantee decides not to use the property conveyed herein for the above-stated purpose, the Grantor(s) have a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Grantor(s) decline to repurchase the property; (B) Grantor(s) fail to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated or acquired by Grantee.

IN WITNESS WHEREOF John Campo and Cheryl L. Campo, Husband and Wife, have hereunto set their hands on the 7th day of May, 2017.


John Campo


Cheryl L. Campo

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED, that on the 7th day of May, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named John Campo and Cheryl L. Campo, Husband and Wife, who acknowledged the foregoing instrument to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Lauren K Falvey
Notary Public
State of Ohio
Recorded in
Lake County
My Commission Expires 8/17/20

Lauren K. Falvey
NOTARY PUBLIC
My Commission expires: 8/17/20

CITY OF STRONGSVILLE

Mayor Thomas P. Perciak

Date: _____

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED, that on the _____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Mayor Thomas P. Perciak, who signed or acknowledged the signing of the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC
My Commission expires: _____

This document was prepared by: the City of Strongsville

EXHIBIT A
LEGAL DESCRIPTION
Storm Sewer Easement - Parcel 12-S

LKF

Situate in the City of Strongsville, Cuyahoga County, State of Ohio, and being part of Sublot No. 12 in Drake Development Inc. Drake Estates Subdivision No. 4 of part of Strongsville Township Lot No. 62 as shown on the plat recorded in Map Volume 220 page 86 and re-recorded in Map Volume 227 page 91 of the map records of said County, said Sublot as conveyed to John and Cheryl L. Campo by instrument as recorded in Instrument Number 00513377 of the records of said county, and being more particularly bounded and described as follows:

Beginning for reference at the northeast corner of said Sublot, said point being the TRUE POINT OF BEGINNING;

PARCEL 12-S

Thence with the east line of said Sublot South 09° 32' 34" West 20.03 feet to a point;

Thence through said Sublot North 83° 20' 30" West 77.55 feet to a point in the west line of said Sublot;

Thence with said line North 16° 45' 21" East 20.31 feet to the northwest corner of said Sublot;

Thence with the north line of said Sublot South 83° 20' 30" East 75.00 feet to the TRUE POINT OF BEGINNING, containing 0.035 acres, (1526 SF), more or less, subject to all legal easements and restrictions of record.

This description is based upon a field survey performed by Atwell, LLC in May, 2016 for LJB Inc.

This description was prepared by LJB Inc. under the direction of Harry G. Herbst III, Registered Surveyor Number 6596.

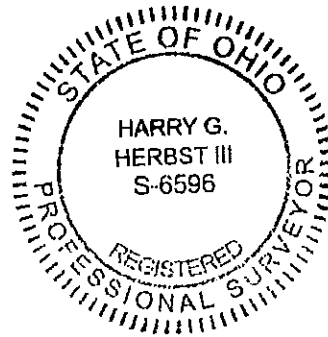
Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

PARCEL 12-S cont'd

Grantor claims title through instrument of record in Instrument Number 00513377, Cuyahoga County records.

0.035 acres of the above described area is contained within Cuyahoga County Auditor's Permanent Parcel Number (PPN) 394-23-052.

Prepared by
LJB Inc.



By: Harry G. Herbst III 10/13/2016
Harry G. Herbst III, Ohio PS No. 6596 Date

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: John Campo and Cheryl L. Campo, Husband and Wife, the Grantor(s) herein, in consideration of the sum of \$1,666.00, to be paid by the City of Strongsville, the Grantee herein, do hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, a temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 12 T

City of Strongsville-Walnut Drive Detention Basin

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Cuyahoga County Current Tax Parcel No. 394-23-052
Prior Instrument Reference: Survivorship Deed with General Warranty Covenants, Deed
Volume 5321, Page 45, Cuyahoga County Recorder's Office.

To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement herein granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement interest granted herein is being acquired by Grantee for a public purpose, namely the establishment, construction, repair or maintenance of a storm sewer system.

IN WITNESS WHEREOF John Campo and Cheryl L. Campo, Husband and Wife, have hereunto set their hands on the 7th day of May, 2017.

John Campo
John Campo

Cheryl L. Campo
Cheryl L. Campo

STATE OF OHIO, COUNTY OF CUYAHOGA SS:

BE IT REMEMBERED, that on the 7th day of May, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named John Campo and Cheryl L. Campo, Husband and Wife, who acknowledged the foregoing instrument to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Lauren K Falvey
Notary Public
State of Ohio
Recorded in
Lake County
My Commission Expires 8/17/20

Lauren K. Falvey
NOTARY PUBLIC
My Commission expires: 8/17/20

CITY OF STRONGSVILLE

Mayor Thomas P. Perciak

Date: _____

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED, that on the ____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Mayor Thomas P. Perciak, who signed or acknowledged the signing of the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC

My Commission expires: _____

This document was prepared by: the City of Strongsville

LKF

EXHIBIT A
LEGAL DESCRIPTION
Storm Sewer Easement - Parcel 12-T

Situate in the City of Strongsville, Cuyahoga County, State of Ohio, and being part of Sublot No. 12 in Drake Development Inc. Drake Estates Subdivision No. 4 of part of Strongsville Township Lot No. 62 as shown on the plat recorded in Map Volume 220 page 86 and re-recorded in Map Volume 227 page 91 of the map records of said County, said Sublot as conveyed to John Campo and Cheryl L. Campo by instrument as recorded in Instrument Number 00513377 of the records of said county, and being more particularly bounded and described as follows:

Beginning for reference at the northeast corner of said Sublot;

Thence with the east line of said Sublot South 09° 32' 34" West 20.03 feet to the southeast corner of a new storm sewer easement, said point being the TRUE POINT OF BEGINNING;

PARCEL 12-T

Thence continuing with the east line of said Sublot South 09° 32' 34" West 10.01 feet to a point;

Thence through said Sublot North 83° 20' 30" West 78.83 feet to a point in the west line of said Sublot;

Thence with said west line North 16° 45' 21" East 10.16 feet to the southwest corner of said new storm sewer easement;

Thence with the south line of said new storm sewer easement through said Sublot South 83° 20' 30" East 77.55 feet to the TRUE POINT OF BEGINNING, containing 0.018 acres, (782 SF), more or less, subject to all legal easements and restrictions of record.

This description is based upon a field survey performed by Atwell, LLC in May, 2016 for LJB Inc.

This description was prepared by LJB Inc. under the direction of Harry G. Herbst III, Registered Surveyor Number 6596.

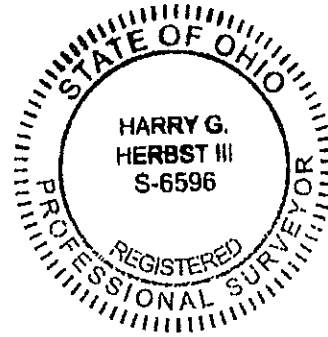
Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

PARCEL 12-T cont'd

Grantor claims title through instrument of record in Instrument Number 00513377, Cuyahoga County records.

0.018 acres of the above described area is contained within Cuyahoga County Auditor's Permanent Parcel Number (PPN) 394-23-052.

Prepared by
LJB Inc.



By: Harry G. Herbst III 10/13/2016
Harry G. Herbst III, Ohio PS No. 6596 Date

Note: This easement will be in effect for a duration of 12 months from the date the city's contractor first enters the property.

**BILL OF SALE
(Structures) and/or
Miscellaneous Improvements**

This Contract made and entered into this 1 day of May, 2017 by John Campo and Cheryl L. Campo, Husband and Wife, hereinafter called Owner and the City of Strongsville, hereinafter called the LPA, and is based on the following understanding:

Situated on Parcel No.12 S, T, following described structure(s)/improvement(s) which, for the purpose of this Agreement, shall be considered to be real property, the same as if attached to the land:

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH
8' x 12' Yard Shed.....\$800.00

It is mutually agreed and understood between the Owner and the LPA as follows:

1. The sum \$7,510.00 is the entire amount of money to be paid to Owner for the land and improvement.
2. The Owner is to remain in possession of the structure(s)/improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s)/improvement(s) so long as he/she has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner shall remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment, and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession thereof to the LPA, it's employees or assigns at the closing or as directed by the LPA Projects Manager.
4. It is agreed that the following fixtures and/or equipment:
8' x 12' Yard Shed or other items that are normally considered a part of, and add to the value of the structure(s), shall be delivered, by the owner, intact.
5. The Owner shall assign all rights of access to the structure(s)/improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the structure(s)/improvement(s) are located, to remove the structure(s)/improvement(s) in accordance with the plans on file and/or the purpose of removing materials from the structure(s) via the most direct and practical route to the nearest public highway or street.

C/R/S City of Strongsville-
Walnut Drive Detention
Basin

PARCEL 12 S, T
PID NO

IN WITNESS WHEREOF John Campo and Cheryl L. Campo, have hereto set their hand on

5/1/17

Grantor Signature: [Signature]
Name Printed John Campo

Grantor Signature: [Signature]
Name Printed Cheryl L. Campo

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED, that on the 1 day of May, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named John Campo and Cheryl L. Campo who signed or acknowledged the signing of the foregoing instrument to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

[Signature]
NOTARY PUBLIC
My Commission expires: 8/17/20



Lauren K Falvey
Notary Public
State of Ohio
Recorded in
Lake County
My Commission Expires 8/17/20

LPA RE 69 AC

Rev. Aug. 2011

C/R/S City of Strongsville-
Walnut Drive Detention
Basin

PARCEL 12 S, T

PID NO _____

CITY OF STRONGSVILLE

Mayor Thomas P. Perciak

Date: _____

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED, that on the _____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Mayor Thomas P. Perciak who signed or acknowledged the signing of the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC

My Commission expires: _____

LPA RE 66

C/R/S

City of Strongsville-
Walnut Drive
Detention Basin

Rev. 01/2010

PARCEL

12 S, T

PID NO.

AGREEMENT FOR REMOVAL OF IMPROVEMENT(S)

FEDERAL PROJ.#.

This Agreement, made and entered into this date of May 1, 2017 by and between John Campo and Cheryl L. Campo, Husband and Wife hereinafter called the OWNER, and the City of Strongsville, hereinafter called the LPA, and

WHEREAS, the Owner has agreed to grant the LPA certain rights needed in the improvement of the above captioned section of highway as shown by the plans on file with the City of Strongsville, and

WHEREAS, the Owner has agreed to accept the LPA's determination of value of the improvement(s) listed in 2 below, less the salvage value in return for the owner's right to retain and removed said improvement(s) and

WHEREAS, the LPA has agreed to pay the Owner the net sum of Seven Thousand Five Hundred and Ten Dollars, (\$7,510.00) which represents the entire sum of money to be paid by the LPA to the Owner for and in consideration of interest taken, damage from all causes, and the removal of the improvement(s) located on subject parcel pursuant to the terms of the Agreement.

FMVE	\$7,510.00
Salvage Value (-)	<u>\$0.00</u>
Net Sum =	\$7,510.00

NOW THEREFORE, it is mutually understood and agreed between the parties as follows:

1. The Owner shall perform the removal operation in keeping with the following conditions unless specific exceptions are made in writing to the Owner by Mayor Thomas P. Perciak of the City of Strongsville
 - a. The removal of the improvement(s) listed herein shall be to ground level. The area surrounding the improvement(s) removed shall be cleared of all debris incidental to said improvement(s). Any holes or voids created by the removal of the improvement(s) shall be filled to the existing ground level with soil, granular material, shale, rock or other clean non-combustible, non-degradable material.

EX. 4

LPA RE 66

C/R/S

City of Strongsville-
Walnut Drive
Detention Basin

12 S, T

Rev. 01/2010

PARCEL

b. Prior to beginning of work the Owner shall:

- (1) If the improvement(s) are to be relocated on residual land either owner, leased or licensed to the owner, the owner shall secure written approval of the intended relocation site from the Mayor Thomas P. Perciak of the City of Strongsville
 - (2) In the case of a sign relocation, secure the necessary approval and permit from the Advertising Device Control Section within the Office of Contracts at ODOT.
 - (3) Secure all required permits from the proper public authorities. All utilities shall be properly disconnected in compliance with local requirements.
2. That the improvement(s) to be retained and removed by the Owner is/are identified as follows:
Parcel No. 12 S,T, 8' x 12' yard shed
Parcel No. N/A, N/A
3. That the sum of money mentioned above shall be paid as follows:
- a. A warrant will be prepared and paid by the LPA to the Owner within ninety (90) days of execution of this agreement, in the amount of Seven Thousand Five Hundred and Ten Dollars (\$7,510.00).
 - b. When the improvement(s) have been removed to the new location and the debris cleared on the former site to the satisfaction of the Mayor Thomas P. Perciak, the Owner will be paid the amount of Zero Dollars (\$0.00), representing the balance of the consideration.

It is mutually agreed by the parties hereto that time is of the essence in this agreement and if the Owner does not complete the removal of the improvement(s) herein described to the satisfaction of the City of Strongsville as specified herein, the City of Strongsville may enter upon the property described and remove said improvement(s) in whatever manner he see fit. Further, the Owner agrees that the cost of such removal shall be deducted from the balance of the in 3b.

It is further understood and agreed that the funds withheld from the Owner in Section 3b will be paid to the Owner within sixty (60) days after the date of the accepted completion of the work in Section 3b. Failure by the Owner to comply with the provisions of this agreement may result in the forfeiture of the entire amount with-held, at the discretion of the City of Strongsville.

LPA RE 66

C/R/S

City of Strongsville-
Walnut Drive
Detention Basin
12 S, T

Rev. 01/2010

PARCEL

IN WITNESS WHEREOF John Campo and Cheryl L. Campo have hereto set their hand on

5/1/17.

Grantor Signature: John Campo
Name Printed: John Campo

Grantor Signature: Cheryl L. Campo
Name Printed: Cheryl L. Campo

STATE OF OHIO, COUNTY OF CUYAHOGA SS:

BE IT REMEMBERED, that on the 1 day of May, 17, before me the subscriber, a Notary Public in and for said state and county, personally came the above named John Campo and Cheryl L. Campo who signed or acknowledged the signing of the foregoing instrument to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Lauren K Falvey
Notary Public
State of Ohio
Recorded in
Lake County
My Commission Expires 8/17/20

Lauren K. Falvey
NOTARY PUBLIC
My Commission expires: 8/17/20

CITY OF STRONGSVILLE

Mayor Thomas P. Perciak

Date: _____

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED, that on the _____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Mayor Thomas P. Perciak who signed or acknowledged the signing of the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC

My Commission expires: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 076

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AN EASEMENT FOR STORM SEWER SYSTEM PURPOSES AND TEMPORARY EASEMENTS FOR CONSTRUCTION PURPOSES, FOR REAL PROPERTY LOCATED ON WALNUT DRIVE, IN CONNECTION WITH THE WALNUT DRIVE DETENTION BASIN PROJECT, AND DECLARING AN EMERGENCY. [Cifelli]

WHEREAS, the City of Strongsville is in the process of making improvements to the City's storm water system for the Walnut Drive Detention Basin; and

WHEREAS, in order to construct a storm water system, including a storm water detention basin and appurtenances for the Walnut Drive Detention Basin Project, it is necessary to accept an Easement for storm sewer system purposes and Temporary Easements for construction purposes, for property located at 18403 Walnut Drive, which is owned by Thomas B. Cifelli and Veronica M. Cifelli, and further identified as being part of Permanent Parcel No. 394-23-017 (Parcel 17 S, T-1, T-2), for the purposes of constructing, reconstructing, maintaining, operating and repairing a storm sewer system and appurtenances and for temporary construction purposes; and

WHEREAS, the City has had the subject property interests appraised, and the proposed purchase price does not exceed the appraised value.

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 and accept an Easement for storm sewer system purposes and Temporary Easements for construction purposes, across and upon portions of property owned by Thomas B. Cifelli and Veronica M. Cifelli, located at 18403 Walnut Drive, and further known as being part of Permanent Parcel No. 394-23-017 (Parcel 17 S, T-1, T-2), and all as more fully set forth in Exhibits 1 and 2 respectively, attached hereto and incorporated herein by reference, in connection with the Walnut Drive Detention Basin Project.

Section 2. That upon acceptance of said Easement for storm sewer system purposes and executed Temporary Easements by the City, and evidence of title satisfactory to the Law Director, the Clerk of Council is hereby directed to cause the said Easement and Temporary Easement documents to be recorded in the office of the Cuyahoga County Fiscal Officer.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 – 076
Page 2

Section 3. That the Director of Finance be and is hereby authorized and directed to pay to Thomas B. Cifelli and Veronica M. Cifelli, husband and wife, the total amount of \$16,180.00 upon recordation of the aforesaid documents, representing the sum of \$9,460.00 for the Easement for storm sewer system purposes, and \$6,720.00 for the Temporary Easements for construction purposes. Said funds have been appropriated and shall be paid from the Drainage Levy Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to obtain the aforesaid easements in order to make improvements to the City's storm water system in connection with the Walnut Drive Detention Basin Project, for the proper development of lots and lands within 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.

_____ 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. 2017-076 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Thomas B. Cifelli and Veronica M. Cifelli, Husband and Wife, the Grantor(s) herein, in consideration of the sum of \$9,460.00, to be paid by the City of Strongsville, the Grantee herein, do hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns forever, an easement, which is more particularly described in Exhibit A attached hereto, within the following described real estate:

PARCEL(S): 17 S

City of Strongsville-Walnut Drive Detention Basin

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Cuyahoga County Current Tax Parcel No. 394-23-017

Prior Instrument Reference: Warranty Deed with Survivorship Covenants, Instrument No. 200705300781, Cuyahoga County Recorder's Office.

And the said Grantor(s), for themselves and their successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that they are the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and have good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein is being acquired by Grantee for a public purpose, namely the establishment, construction, repair or maintenance of a storm sewer system.

In the event that the Grantee decides not to use the property conveyed herein for the above-stated purpose, the Grantor(s) have a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Grantor(s) decline to repurchase the property; (B) Grantor(s) fail to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated or acquired by Grantee.

IN WITNESS WHEREOF Thomas B. Cifelli and Veronica M. Cifelli have hereunto set their hands on the _____ day of _____, 20____.

Thomas B. Cifelli

Veronica M. Cifelli

STATE OF OHIO, COUNTY OF CUYAHOGA SS:

BE IT REMEMBERED, that on the _____ day of _____, 20____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Thomas B. Cifelli and Veronica M. Cifelli who acknowledged the foregoing instrument to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC
My Commission expires: _____

CITY OF STRONGSVILLE

Mayor Thomas P. Perciak

Date: _____

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED, that on the ____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Mayor Thomas P. Perciak, who signed or acknowledged the signing of the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC

My Commission expires: _____

This document was prepared by: the City of Strongsville

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Thomas B. Cifelli and Veronica M. Cifelli, Husband and Wife, the Grantor(s) herein, in consideration of the sum of \$6,720.00, to be paid by the City of Strongsville, the Grantee herein, do hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, a temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 17 T-1, T-2

City of Strongsville-Walnut Drive Detention Basin

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Cuyahoga County Current Tax Parcel No. 394-23-017

Prior Instrument Reference: Warranty Deed with Survivorship Covenants, Instrument No. 200705300781, Cuyahoga County Recorder's Office.

To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement herein granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement interest granted herein is being acquired by Grantee for a public purpose, namely the establishment, construction, repair or maintenance of a storm sewer system.

IN WITNESS WHEREOF Thomas B. Cifelli and Veronica M. Cifelli have hereunto set their hands on the _____ day of _____, 20____.

Thomas B. Cifelli

Veronica M. Cifelli

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED, that on the _____ day of _____, 20____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Thomas B. Cifelli and Veronica M. Cifelli who acknowledged the foregoing instrument to be their voluntary acts and deeds.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC

My Commission expires: _____

CITY OF STRONGSVILLE

Mayor Thomas P. Perciak

Date: _____

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED, that on the _____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Mayor Thomas P. Perciak, who signed or acknowledged the signing of the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC

My Commission expires: _____

This document was prepared by: the City of Strongsville

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 077

By: Mayor Perciak and Mr. Daymut

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AN EASEMENT FOR STORM SEWER SYSTEM PURPOSES, A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES, AND A BILL OF SALE FOR VARIOUS IMPROVEMENTS, FOR REAL PROPERTY LOCATED ON WALNUT DRIVE, IN CONNECTION WITH THE WALNUT DRIVE DETENTION BASIN PROJECT, AND DECLARING AN EMERGENCY.
[Suleiman]**

WHEREAS, the City of Strongsville is in the process of making improvements to the City's storm water system for the Walnut Drive Detention Basin; and

WHEREAS, in order to construct a storm water system, including a storm water detention basin and appurtenances for the Walnut Drive Detention Basin Project, it is necessary to accept an Easement for storm sewer system purposes, a Temporary Easement for construction purposes, and a Bill of Sale for various improvements, for property located at 18046 Walnut Drive, which is owned by Mohammed S. Suleiman, and further identified as being part of Permanent Parcel No. 394-23-055 (Parcel 29 S, T), for the purposes of constructing, reconstructing, maintaining, operating and repairing a storm sewer system and appurtenances, for temporary construction purposes, and for various improvements, being replacement of a miscellaneous structure; and

WHEREAS, the City has had the subject property interests appraised, and the proposed purchase price does not exceed the appraised value.

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 and accept an Easement for storm sewer system purposes, a Temporary Easement for construction purposes, and a Bill of Sale for the improvements, being replacement of a structure, across and upon portions of property owned by Mohammed S. Suleiman, located at 18046 Walnut Drive, and further known as being part of Permanent Parcel No. 394-23-055 (Parcel 29 S, T), and all as more fully set forth in Exhibits 1, 2 and 3 respectively, attached hereto and incorporated herein by reference, in connection with the Walnut Drive Detention Basin Project.

Section 2. That upon acceptance of said Easement for storm sewer system purposes, an executed Temporary Easement, and a Bill of Sale for the improvements by the City, and evidence of title satisfactory to the Law Director, the Clerk of Council is

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 077
Page 2

hereby directed to cause the said Easement and Temporary Easement documents to be recorded in the office of the Cuyahoga County Fiscal Officer.

Section 3. That the Director of Finance be and is hereby authorized and directed to pay to Mohammed S. Suleiman, married, the total amount of \$12,000.00 upon recordation of the aforesaid documents, representing the sum of \$7,000.00 for the Easement for storm sewer system purposes, and \$5,000.00 for the Temporary Easement (including all improvements) for construction purposes. Said funds have been appropriated and shall be paid from the Drainage Levy Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to obtain the aforesaid easements in order to make improvements to the City's storm water system in connection with the Walnut Drive Detention Basin Project, for the proper development of lots and lands within 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.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>	Attest: _____
			Clerk of Council

Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

ORD. No. 2017-077 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Mohammed S. Suleiman, married, the Grantor(s) herein, in consideration of the sum of \$7,000.00, to be paid by the City of Strongsville, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns forever, an easement, which is more particularly described in Exhibit A attached hereto, within the following described real estate:

PARCEL(S): 29 S

City of Strongsville-Walnut Drive Detention Basin

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Cuyahoga County Current Tax Parcel No. 394-23-055

Prior Instrument Reference: General Warranty Deed, Instrument No. 201703010531, Cuyahoga County Recorder's Office.


And the said Grantor(s), for himself and his successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that he is the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein is being acquired by Grantee for a public purpose, namely the establishment, construction, repair or maintenance of a storm sewer system.

In the event that the Grantee decides not to use the property conveyed herein for the above-stated purpose, the Grantor(s) has a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Grantor(s) declines to repurchase the property; (B) Grantor(s) fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated or acquired by Grantee.

And, for the consideration hereinabove written, Nour Suleiman, the spouse of Mohammed S. Suleiman, hereby relinquishes to said Grantee, its successors and assigns, all rights and expectancies of Dower in the above described premises.

IN WITNESS WHEREOF Mohammed S. Suleiman has hereunto set his hand on the April day of 14, 2017.



MOHAMMED S. SULEIMAN

STATE OF OHIO, COUNTY OF Cuyahoga ss:

BE IT REMEMBERED, that on the 14th day of April, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Mohammed S. Suleiman who acknowledged the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.




NOTARY PUBLIC

My Commission expires: 8/17/20



Lauren K Falvey
Notary Public
State of Ohio
Recorded in
Lake County
My Commission Expires 8/17/20

IN WITNESS WHEREOF Nour Suleiman has hereunto set her hand on the 20 day of April, 2017.

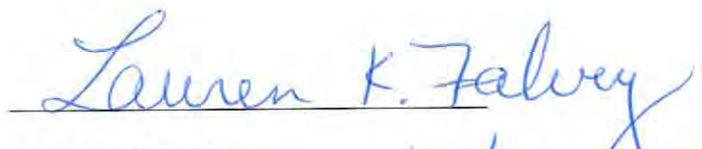


NOUR SULEIMAN

STATE OF OHIO, COUNTY OF Cuyahoga ss:

BE IT REMEMBERED, that on the 20 day of April, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Nour Suleiman, who acknowledged the foregoing instrument to be her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



NOTARY PUBLIC
My Commission expires: 8/17/20



Lauren K Falvey
Notary Public
State of Ohio
Recorded in
Lake County
My Commission Expires 8/17/20

CITY OF STRONGSVILLE

Mayor Thomas P. Perciak

Date: _____

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED, that on the ____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Mayor Thomas P. Perciak, who signed or acknowledged the signing of the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC
My Commission expires: _____

This document was prepared by: the City of Strongsville

LKF

EXHIBIT A
LEGAL DESCRIPTION
Storm Sewer Easement - Parcel 29-S

Situate in the City of Strongsville, Cuyahoga County, State of Ohio, and being part of Sublot No. 29 in Drake Development Inc. Drake Estates Subdivision No. 4 of part of Strongsville Township Lot No. 62 as shown on the plat recorded in Map Volume 220 page 86 and re-recorded in Map Volume 227 page 91 of the map records of said County, said Sublot as conveyed to Property Renovation Group LLC by instrument as recorded in Instrument Number 201512160379 of the records of said county, and being more particularly bounded and described as follows:

Beginning for reference at the northeast corner of said Sublot, being in the west right of way line of Walnut Drive, (60'), said corner being the TRUE POINT OF BEGINNING;

PARCEL 29 - S

Thence with the east line of said Sublot and said west right of way line along the arc of a curve to the right 10.00 feet, said arc having a radius of 795.87 feet, a central angle of 00° 43' 12" and a chord bearing South 11° 52' 32" West 10.00 feet to a point;

Thence along a new line through said Sublot, parallel with and 10.00' south of the north line of said Sublot, North 78° 29' 07" West 186.87 feet to a point in the west line of said Sublot;

Thence with said west line North 24° 45' 23" East 10.27 feet to the northwest corner of said Sublot;

Thence with the north line of said Sublot South 78° 29' 07" East 184.58 feet to the TRUE POINT OF BEGINNING, containing 0.043 acres, (1857 SF), more or less, subject to all legal easements and restrictions of record.

This description is based upon a field survey performed by Atwell, LLC in May, 2016 for LJB Inc.

This description was prepared by LJB Inc. under the direction of Harry G. Herbst III, Registered Surveyor Number 6596.

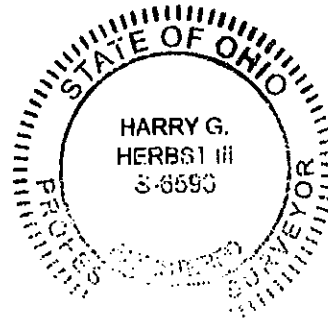
Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

PARCEL 29 - S cont'd

Grantor claims title through instrument of record Instrument Number 201512160379, Cuyahoga County records.

0.043 acres of the above described area is contained within Cuyahoga County Auditor's Permanent Parcel Number (PPN) 394-23-055.

Prepared by
LJB Inc.



By: Harry G. Herbst III
Harry G. Herbst III, Ohio PS No. 6596

10/13/2016
Date

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Mohammed S. Suleiman, married, the Grantor(s) herein, in consideration of the sum of \$5,000.00, to be paid by the City of Strongsville, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, a temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 29 T

City of Strongsville-Walnut Drive Detention Basin

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Cuyahoga County Current Tax Parcel No. 394-23-055
Prior Instrument Reference: General Warranty Deed, Instrument No. 201703010531, Cuyahoga County Recorder's Office.

To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement herein granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement interest granted herein is being acquired by Grantee for a public purpose, namely the establishment, construction, repair or maintenance of a storm sewer system.

And, for the consideration hereinabove written, Nour Suleiman, the spouse of Mohammed S. Suleiman, hereby relinquishes to said Grantee, its successors and assigns, all rights and expectancies of Dower in the above described premises.

IN WITNESS WHEREOF Mohammed S. Suleiman has hereunto set his hand on the April day of 14, 2017.

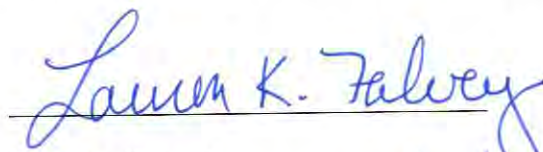


MOHAMMED S. SULEIMAN

STATE OF OHIO, COUNTY OF Cuyahoga ss:

BE IT REMEMBERED, that on the 14th day of April, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Mohammed S. Suleiman, who acknowledged the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



NOTARY PUBLIC

My Commission expires: 8/17/20



Lauren K Falvey

Notary Public

State of Ohio

Recorded in

Lake County

My Commission Expires 8/17/20

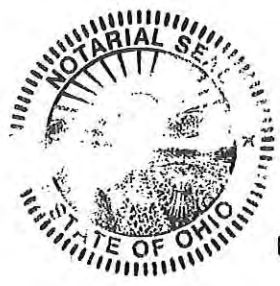
IN WITNESS WHEREOF Nour Suleiman has hereunto set her hand on the 20 day of April, 2017.

[Signature]
NOUR SULEIMAN

STATE OF OHIO, COUNTY OF Cuyahoga ss:

BE IT REMEMBERED, that on the 20 day of April, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Nour Suleiman, who acknowledged the foregoing instrument to be her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



Lauren K Falvey
Notary Public
State of Ohio
Recorded in
Lake County
My Commission Expires 8/17/20

[Signature]
NOTARY PUBLIC
My Commission expires: 8/17/20

CITY OF STRONGSVILLE

Mayor Thomas P. Perciak

Date: _____

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED, that on the ____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Mayor Thomas P. Perciak, who signed or acknowledged the signing of the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC

My Commission expires: _____

This document was prepared by: the City of Strongsville

LKF

EXHIBIT A
LEGAL DESCRIPTION
Temporary Easement - Parcel 29-T

Situate in the City of Strongsville, Cuyahoga County, State of Ohio, and being part of Sublot No. 29 in Drake Development Inc. Drake Estates Subdivision No. 4 of part of Strongsville Township Lot No. 62 as shown on the plat recorded in Map Volume 220 page 86 and re-recorded in Map Volume 227 page 91 of the map records of said County, said Sublot as conveyed to Property Renovation Group LLC by instrument as recorded in Instrument Number 201512160379 of the records of said county, and being more particularly bounded and described as follows:

Beginning for reference at the northeast corner of said Sublot, being in the west right of way line of Walnut Drive, (60');

Thence with the east line of said Sublot and said west right of way line along the arc of a curve to the right 10.00 feet, said arc having a radius of 795.87 feet, a central angle of 00° 43' 12" and a chord bearing South 11° 52' 32" West 10.00 feet to the southeast corner of the permanent sewer easement and the TRUE POINT OF BEGINNING;

PARCEL 29 - T

Thence continuing with said lines along the arc of a curve to the right 10.00 feet, said arc having a radius of 795.87 feet, a central angle of 00° 43' 12" and a chord bearing South 12° 35' 44" West 10.00 feet to a point;

Thence through said Sublot for the following thirteen courses:

1. North 78° 29' 07" West 39.63 feet to a point;
2. North 14° 45' 01" East 3.03 feet to a point;
3. North 75° 14' 59" West 36.81 feet to a point;
4. North 14° 45' 01" East 1.41 feet to a point;
5. North 74° 34' 25" West 5.37 feet to a point;
6. South 14° 45' 01" West 1.47 feet to a point;
7. North 75° 14' 59" West 4.95 feet to a point;
8. South 14° 45' 01" West 5.69 feet to a point;

PARCEL 29 – T cont'd

9. North 78° 29' 07" West 73.63 feet to a point;
10. North 24° 32' 06" East 7.32 feet to a point;
11. North 65° 27' 44" West 8.67 feet to a point;
12. South 24° 32' 16" West 9.33 feet to a point;
13. North 78° 29' 07" West 19.68 feet to a point in the west line of said Sublot;

Thence with said west line North 24° 45' 23" East 10.27 feet to the southwest corner of said permanent sewer easement;

Thence with the south line of the permanent sewer easement South 78° 29' 07" East 186.87 feet to the TRUE POINT OF BEGINNING, containing 0.037 acres, (1594 SF), more or less, subject to all legal easements and restrictions of record.

This description is based upon a field survey performed by Atwell, LLC in May, 2016 for LJB Inc.

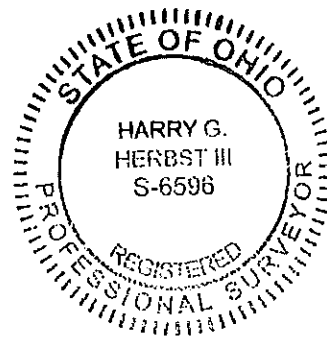
This description was prepared by LJB Inc. under the direction of Harry G. Herbst III, Registered Surveyor Number 6596.

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instrument of record Instrument Number 201512160379, Cuyahoga County records.

0.037 acres of the above described area is contained within Cuyahoga County Auditor's Permanent Parcel Number (PPN) 394-23-055.

Prepared by
LJB Inc.



By: Harry G. Herbst III 10/13/2016
Harry G. Herbst III, Ohio PS No. 6596 Date

Note: This easement will be in effect for a duration of 12 months from the date the city's contractor first enters the property.

C/R/S City of Strongsville-
Walnut Drive Detention
Basin

PARCEL 29 S, T
PID NO

**BILL OF SALE
(Structures) and/or
Miscellaneous Improvements**

This Contract made and entered into this 14th day of April, 2017 by Mohammed S. Suleiman, hereinafter called Owner and the City of Strongsville, hereinafter called the LPA, and is based on the following understanding: Situated on Parcel No.29 S, T, following described structure(s)/improvement(s) which, for the purpose of this Agreement, shall be considered to be real property, the same as if attached to the land:

LIST STRUCTURES/IMPROVEMENTS AND COMPENSATION FOR EACH
4-4" x 6" x 8" lumber.....\$32.00

It is mutually agreed and understood between the Owner and the LPA as follows:

1. The sum \$12,000.00 is the entire amount of money to be paid to Owner for the land and improvement.
2. The Owner is to remain in possession of the structure(s)/improvement(s) for a period of time after the execution of this Agreement, which period of time is set forth in paragraph three. The Owner shall keep any insurance policies in effect on the structure(s)/improvement(s) so long as he/she has possession of same, and the LPA shall be subrogated to any and all claims for damages to the buildings after title passes.
3. The Owner shall remain in possession of the structure(s)/improvement(s), and all attached fixtures and equipment, and shall protect and preserve the same as they now exist, and shall deliver peaceful unoccupied possession thereof to the LPA, it's employees or assigns at the closing or as directed by the LPA Projects Manager.
4. It is agreed that the following fixtures and/or equipment:
4-4" x 6" x 8" lumber or other items that are normally considered a part of, and add to the value of the structure(s), shall be delivered, by the owner, intact.
5. The Owner shall assign all rights of access to the structure(s)/improvement(s) to the LPA, thus granting the LPA the right to enter onto the land described herein, where the structure(s)/improvement(s) are located, to remove the structure(s)/improvement(s) in accordance with the plans on file and/or the purpose of removing materials from the structure(s) via the most direct and practical route to the nearest public highway or street.

EX. 3

C/R/S City of Strongsville-
Walnut Drive Detention
Basin

PARCEL 29 S, T

PID NO

IN WITNESS WHEREOF Mohammed S. Suleiman has hereto set his hand on 4-14-17.

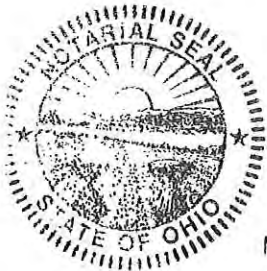
Grantor Signature: *M.S. Suleiman*
Name Printed Mohammed S. Suleiman

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED, that on the 14th day of April, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Mohammed S. Suleiman who signed or acknowledged the signing of the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Lauren K. Falvey
NOTARY PUBLIC
My Commission expires: 8/17/20



Lauren K Falvey
Notary Public
State of Ohio
Recorded in
Lake County
My Commission Expires 8/17/20

C/R/S City of Strongsville-
Walnut Drive Detention
Basin

PARCEL 29 S, T
PID NO _____

CITY OF STRONGSVILLE

Mayor Thomas P. Perciak

Date: _____

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED, that on the _____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Mayor Thomas P. Perciak who signed or acknowledged the signing of the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC
My Commission expires: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 078

By: Mayor Perciak and Mr. Daymut

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AN EASEMENT FOR STORM SEWER SYSTEM PURPOSES AND A TEMPORARY EASEMENT FOR CONSTRUCTION PURPOSES, FOR REAL PROPERTY LOCATED ON WALNUT DRIVE, IN CONNECTION WITH THE WALNUT DRIVE DETENTION BASIN PROJECT, AND DECLARING AN EMERGENCY.
[Cudnik]**

WHEREAS, the City of Strongsville is in the process of making improvements to the City's storm water system for the Walnut Drive Detention Basin; and

WHEREAS, in order to construct a storm water system, including a storm water detention basin and appurtenances for the Walnut Drive Detention Basin Project, it is necessary to accept an Easement for storm sewer system purposes and a Temporary Easement for construction purposes, for property located at 18004 Walnut Drive, which is owned by Jeffrey Alan Cudnik, and further identified as being part of Permanent Parcel No. 394-23-056 (Parcel 30 S, T), for the purposes of constructing, reconstructing, maintaining, operating and repairing a storm sewer system and appurtenances and for temporary construction purposes; and

WHEREAS, the City has had the subject property interests appraised, and the proposed purchase price does not exceed the appraised value.

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 and accept an Easement for storm sewer system purposes and a Temporary Easement for construction purposes, across and upon portions of property owned by Jeffrey Alan Cudnik, located at 18004 Walnut Drive, and further known as being part of Permanent Parcel No. 394-23-056 (Parcel 30 S, T), and all as more fully set forth in Exhibits 1 and 2 respectively, attached hereto and incorporated herein by reference, in connection with the Walnut Drive Detention Basin Project.

Section 2. That upon acceptance of said Easement for storm sewer system purposes and an executed Temporary Easement by the City, and evidence of title satisfactory to the Law Director, the Clerk of Council is hereby directed to cause the said Easement and Temporary Easement documents to be recorded in the office of the Cuyahoga County Fiscal Officer.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 – 078
Page 2

Section 3. That the Director of Finance be and is hereby authorized and directed to pay to Jeffrey Alan Cudnik, single, the total amount of \$9,978.00 upon recordation of the aforesaid documents, representing the sum of \$7,348.00 for the Easement for storm sewer system purposes, and \$2,630.00 for the Temporary Easement for construction purposes. Said funds have been appropriated and shall be paid from the Drainage Levy Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to obtain the aforesaid easements in order to make improvements to the City's storm water system in connection with the Walnut Drive Detention Basin Project, for the proper development of lots and lands within 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: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-078 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Jeffrey Alan Cudnik, Single, the Grantor(s) herein, in consideration of the sum of \$7,348.00, to be paid by the City of Strongsville, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns forever, an easement, which is more particularly described in Exhibit A attached hereto, within the following described real estate:

PARCEL(S): 30 S

City of Strongsville-Walnut Drive Detention Basin

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Cuyahoga County Current Tax Parcel No. 394-23-056

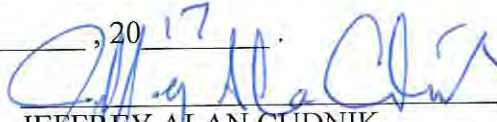
Prior Instrument Reference: Warranty Deed, Instrument No. 200601131090, Cuyahoga County Recorder's Office.

And the said Grantor(s), for himself and his successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that he is the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid, and that the same are free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable; and that Grantor(s) will warrant and defend the same against all claims of all persons whomsoever.

The property conveyed herein is being acquired by Grantee for a public purpose, namely the establishment, construction, repair or maintenance of a storm sewer system.

In the event that the Grantee decides not to use the property conveyed herein for the above-stated purpose, the Grantor(s) has a right under Section 163.211 of the Revised Code to repurchase the property for its fair market value as determined by an independent appraisal made by an appraiser chosen by agreement of the parties or, if the parties cannot agree, an appraiser chosen by an appropriate court. However, this right to repurchase will be extinguished if any of the following occur: (A) Grantor(s) declines to repurchase the property; (B) Grantor(s) fails to repurchase the property within sixty days after Grantee offers the property for repurchase; (C) Grantee grants or transfers the property to any other person or agency; or (D) Five years have passed since the property was appropriated or acquired by Grantee.

IN WITNESS WHEREOF Jeffrey Alan Cudnik, Single has hereunto set his hand on the 7th day of MAY, 2017.


JEFFREY ALAN CUDNIK,
SINGLE

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED that on the 7th day of May, 2017, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Jeffrey Alan Cudnik, Single, who acknowledged the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.



NOTARY PUBLIC
My Commission expires: 8/17/20



Lauren K Falvey
Notary Public
State of Ohio
Recorded in
Lake County 8/17/20
My Commission Expires 8/17/20

CITY OF STRONGSVILLE

Mayor Thomas P. Perciak

Date: _____

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED, that on the ____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Mayor Thomas P. Perciak, who signed or acknowledged the signing of the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC

My Commission expires: _____

This document was prepared by: the City of Strongsville

EXHIBIT A
LEGAL DESCRIPTION
Storm Sewer Easement - Parcel 30-S

LKF

Situate in the City of Strongsville, Cuyahoga County, State of Ohio, and being part of Sublot No. 30 in Drake Development Inc. Drake Estates Subdivision No. 4 of part of Strongsville Township Lot No. 62 as shown on the plat recorded in Map Volume 220 page 86 and re-recorded in Map Volume 227 page 91 of the map records of said County, said Sublot as conveyed to Jeffrey Alan Cudnik by instrument as recorded in Instrument Number 200601131090 of the records of said county, and being more particularly bounded and described as follows:

Beginning for reference at the southeast corner of said Sublot, being in the west right of way line of Walnut Drive, (60'), said corner being the TRUE POINT OF BEGINNING;

PARCEL 30 - S

Thence with the south line of said Sublot North 78° 29' 07" West 184.58 feet to the southwest corner of said Sublot;

Thence with the west line of said Sublot North 24° 45' 23" East 10.27 feet to a point;

Thence parallel with and 10.00 feet north of the south line of said Sublot South 78° 29' 07" East 182.16 feet to a point in the east line of said Sublot and said west right of way line;

Thence with said lines along the arc of a curve to the right 10.00 feet, said arc having a radius of 795.87 feet, a central angle of 00° 43' 12" and a chord bearing South 11° 09' 20" West 10.00 feet to the TRUE POINT OF BEGINNING, containing 0.042 acres, (1834 SF), more or less, subject to all legal easements and restrictions of record.

This description is based upon a field survey performed by Atwell, LLC in May, 2016 for LJB Inc.

This description was prepared by LJB Inc. under the direction of Harry G. Herbst III, Registered Surveyor Number 6596.

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

PARCEL 30 – S cont'd

Grantor claims title through instrument of record Instrument Number 200601131090, Cuyahoga County records.

0.042 acres of the above described area is contained within Cuyahoga County Auditor's Permanent Parcel Number (PPN) 394-23-056.

Prepared by
LJB Inc.



By: Harry G. Herbst III 10/13/2016
Harry G. Herbst III, Ohio PS No. 6596 Date

TEMPORARY EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT: Jeffrey Alan Cudnik, Single, the Grantor(s) herein, in consideration of the sum of \$2,630.00, to be paid by the City of Strongsville, the Grantee herein, does hereby grant, bargain, sell, convey and release to said Grantee, its successors and assigns, a temporary easement to exclusively occupy and use for the purposes mentioned in Exhibit A the following described real estate:

PARCEL(S): 30 T

City of Strongsville-Walnut Drive Detention Basin

SEE EXHIBIT A ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF
Cuyahoga County Current Tax Parcel No. 394-23-056
Prior Instrument Reference: Warranty Deed, Instrument No. 200601131090, Cuyahoga County Recorder's Office.

To have and to hold said temporary easement, for the aforesaid purposes and for the anticipated period of time described below, unto the Grantee, its successors and assigns.

The duration of the temporary easement herein granted to the Grantee is 12 months immediately following the date on which the work described above is first commenced by the Grantee, or its duly authorized employees, agents, and contractors.

The temporary easement interest granted herein is being acquired by Grantee for a public purpose, namely the establishment, construction, repair or maintenance of a storm sewer system.

IN WITNESS WHEREOF Jeffrey Alan Cudnik, Single has hereunto set his hand on the 7th day of MAY, 20 17.

Jeffrey Alan Cudnik
JEFFREY ALAN CUDNIK,
SINGLE

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED that on the 7th day of May, 20 17, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Jeffrey Alan Cudnik, Single, who acknowledged the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

Lauren K. Falvey

NOTARY PUBLIC
My Commission expires: 8/17/20



Lauren K Falvey
Notary Public
State of Ohio
Recorded in
Lake County
My Commission Expires 8/17/20

CITY OF STRONGSVILLE

Mayor Thomas P. Perciak

Date: _____

STATE OF OHIO, COUNTY OF CUYAHOGA ss:

BE IT REMEMBERED, that on the ____ day of _____, _____, before me the subscriber, a Notary Public in and for said state and county, personally came the above named Mayor Thomas P. Perciak, who signed or acknowledged the signing of the foregoing instrument to be his voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid.

NOTARY PUBLIC

My Commission expires: _____

This document was prepared by: the City of Strongsville

EXHIBIT A
LEGAL DESCRIPTION
Storm Sewer Easement - Parcel 30-T

LKF

Situate in the City of Strongsville, Cuyahoga County, State of Ohio, and being part of Sublot No. 30 in Drake Development Inc. Drake Estates Subdivision No. 4 of part of Strongsville Township Lot No. 62 as shown on the plat recorded in Map Volume 220 page 86 and re-recorded in Map Volume 227 page 91 of the map records of said County, said Sublot as conveyed to Jeffrey Alan Cudnik by instrument as recorded in Instrument Number 200601131090 of the records of said county, and being more particularly bounded and described as follows:

Beginning for reference at the southeast corner of said Sublot, being in the west right of way line of Walnut Drive, (60'),

Thence along the arc of a curve to the left 10.00 feet, said arc having a radius of 795.87 feet, a central angle of $00^{\circ} 43' 12''$ and a chord bearing North $11^{\circ} 09' 20''$ East 10.00 feet to the northeast corner of a permanent sewer easement, said corner being the TRUE POINT OF BEGINNING;

PARCEL 30 - T

Thence with the north line of said easement North $78^{\circ} 29' 07''$ West 182.16 feet to a point in the west line of said Sublot;

Thence with said west line North $24^{\circ} 45' 23''$ East 10.27 feet to a point;

Thence through said Sublot for the following five courses:

1. South $78^{\circ} 29' 07''$ East 80.46 feet to a point;
2. South $14^{\circ} 12' 37''$ West 5.42 feet to a point;
3. South $75^{\circ} 47' 23''$ East 57.62 feet to a point;
4. North $14^{\circ} 12' 37''$ East 8.14 feet to a point;
5. South $78^{\circ} 29' 07''$ East 41.48 feet to a point in the east line of said Sublot and said west right of way line;

PARCEL 30 – T cont'd

Thence with said lines along the arc of a curve to the right 10.00 feet, said arc having a radius of 795.87 feet, a central angle of 00° 43' 12" and a chord bearing South 10° 26' 08" West 10.00 feet to the TRUE POINT containing 0.033 acres, (1418 SF), more or less, subject to all legal easements and restrictions of record.

This description is based upon a field survey performed by Atwell, LLC in May, 2016 for LJB Inc.

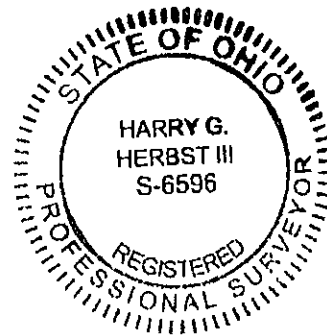
This description was prepared by LJB Inc. under the direction of Harry G. Herbst III, Registered Surveyor Number 6596.

Evidence of occupation supports the monumentation found in the field and the property lines recited in this description.

Grantor claims title through instrument of record Instrument Number 200601131090, Cuyahoga County records.

0.033 acres of the above described area is contained within Cuyahoga County Auditor's Permanent Parcel Number (PPN) 394-23-056.

Prepared by
LJB Inc.



By: Harry G. Herbst III 10/13/2016
Harry G. Herbst III, Ohio PS No. 6596 Date

Note: This easement will be in effect for a duration of 12 months from the date the city's contractor first enters the property.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 079

By: Mayor Perciak and Mr. Daymut

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE WALNUT DRIVE DETENTION BASIN PROJECT, AND DECLARING AN EMERGENCY.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the Walnut Drive Detention Basin Project, in accordance with plans and specifications on file in the office of the City Engineer, which are, in all respects, hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the Drainage Levy Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of 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 Resolution 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 in order to advertise for public bidding of the aforesaid project in a timely manner, to provide more efficient drainage in the Walnut Drive area, and to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of 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 ORD. No. 2017-079 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 080

BY: Mayor Perciak and All Members of Council

A RESOLUTION SUBMITTING THE QUESTION OF THE RENEWAL OF A 1.50 MILL TAX LEVY FOR THE PURPOSE OF PAYMENT FOR FIREFIGHTERS' SALARIES AND OPERATING EXPENSES FOR THE SATELLITE STATION AT PRIEM AND ALBION ROADS PURSUANT TO OHIO REVISED CODE SECTION 5705.19(I), AND DECLARING AN EMERGENCY.

WHEREAS, the electors of this City on November 6, 2012 approved the renewal of a 1.50 mill levy for five years for the purpose of payment for firefighters' salaries and operating expenses for the satellite station at Priem and Albion Roads; and

WHEREAS, the authority to levy the aforesaid tax expires with the levy to be made on the 2017 tax duplicate for distribution to the City in 2018; and

WHEREAS, on May 1, 2017, this Council adopted Resolution No. 2017-066 (the "Initial Resolution") pursuant to Section 5705.03 of the Revised Code declaring it necessary to renew the aforesaid tax levy for a period of five years, and requesting the County Fiscal Officer to certify the total current tax valuation of the City and the dollar amount of revenue that would be generated by that renewal levy; and

WHEREAS, the County Fiscal Officer has certified that the total current tax valuation of the City is \$1,462,044,960 and the dollar amount of revenue that would be generated by that 1.50 mill renewal levy would be \$2,147,932 annually during the life of the levy, assuming that the total current tax valuation remains the same throughout the life of the levy; and

WHEREAS, this Council finds it necessary to renew said 1.50 mill levy in accordance with Revised Code Section 5705.19(I) in order to continue collecting such revenue without interruption;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, CUYAHOGA COUNTY, OHIO, two-thirds of all the members elected thereto concurring, that:

Section 1. It is hereby found, determined and declared that the amount of taxes that may be raised by the City of Strongsville, Cuyahoga County, Ohio, within the ten-mill limitation by levies on the current tax duplicate will be insufficient to provide an adequate amount for the necessary requirements of this City, and it is necessary to levy a tax in excess of that limitation at the rate of 1.50 mills for a period of five years for the purpose of payment for firefighters' salaries and operating expenses for the satellite station at Priem and Albion Roads.

Section 2. The question of the renewal of the 1.50 mill tax levy for the purpose of payment for firefighters' salaries and operating expenses for the satellite station at Priem and Albion Roads for five years, beginning with the tax list and duplicate for the year 2018, the proceeds of which levy first would be available to this City in the calendar year 2019, shall be submitted under the provisions of Ohio Revised Code Section 5705.19(I) to the electors of the City of Strongsville at the election to be held therein on November 7, 2017, as authorized by law. Said election shall be held at the regular places of voting in said City as established by the Board of Elections of Cuyahoga County, Ohio, or otherwise, within the time provided by law and shall be conducted, canvassed and certified in the manner provided by law.

Section 3. The Clerk of Council is authorized and directed to deliver to the Cuyahoga County Board of Elections not later than August 9, 2017: (i) a certified copy of the Initial Resolution; (ii) the certification by the County Fiscal Officer as to the total current tax valuation of the City and the dollar amount of revenue that would be generated by the renewal of that 1.50 mill levy; and (iii) a certified copy of this resolution. This Council requests that the Board of Elections give notice of the election and prepare the necessary ballots and supplies for the election in accordance with law.

Section 4. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this resolution is required to be immediately effective in order to permit necessary arrangements to be made in sufficient time for the aforesaid election; wherefore, this resolution shall be in full force and effect from and immediately after its adoption and approval by the Mayor.

 President of Council

Approved: _____
 Mayor

Adopted: _____, 2017

Date Approved: _____, 2017

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

Attest: _____
 Clerk of Council

RES
ORD. No. 2017-080 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE

PROPOSED TAX LEVY (RENEWAL)

(A Majority Affirmative Vote is Necessary for Passage)

A renewal of a tax for the benefit of the City of Strongsville for the purpose of payment for firefighters' salaries and operating expenses for the satellite station at Priem and Albion Roads at a rate not exceeding 1.50 mills for each one dollar of valuation, which amounts to \$0.15 for each one hundred dollars of valuation, for five (5) years, commencing in 2018, first due in calendar year 2019.

	FOR THE TAX LEVY
	AGAINST THE TAX LEVY

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 - 081

BY: Mayor Perciak and All Members of Council

A RESOLUTION SUBMITTING THE QUESTION OF THE RENEWAL OF A 0.40 MILL TAX LEVY FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING AND RENOVATING STORM SEWERS AND STORM DRAINAGE DITCHES PURSUANT TO OHIO REVISED CODE SECTION 5705.19(F), AND DECLARING AN EMERGENCY.

WHEREAS, the electors of this City on November 6, 2012 approved the replacement of a 0.50 mill levy and a reduction of that levy to 0.40 mills for a period of five years for the purpose of constructing, reconstructing and renovating storm sewers and storm drainage ditches; and

WHEREAS, the authority to levy the aforesaid tax expires with the levy to be made on the 2017 tax duplicate for distribution to the City in 2018; and

WHEREAS, on May 1, 2017, this Council adopted Resolution No. 2017-067 (the "Initial Resolution") pursuant to Section 5705.03 of the Revised Code declaring it necessary to renew the aforesaid tax levy for a period of five years, and requesting the County Fiscal Officer to certify the total current tax valuation of the City and the dollar amount of revenue that would be generated by that renewal levy; and

WHEREAS, the County Fiscal Officer has certified that the total current tax valuation of the City is \$1,462,044,960 and the dollar amount of revenue that would be generated by that 0.40 mill renewal levy would be \$572,782 annually during the life of the levy, assuming that the total current tax valuation remains the same throughout the life of the levy; and

WHEREAS, this Council finds it necessary to renew said 0.40 mill levy in accordance with Revised Code Section 5705.19(F) in order to continue collecting such revenue without interruption;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, CUYAHOGA COUNTY, OHIO, two-thirds of all the members elected thereto concurring, that:

Section 1. It is hereby found, determined and declared that the amount of taxes that may be raised by the City of Strongsville, Cuyahoga County, Ohio, within the ten-mill limitation by levies on the current tax duplicate will be insufficient to provide an adequate amount for the necessary requirements of this City, and it is necessary to levy a tax in excess of that limitation at the rate of 0.40 mills for a period of five years for the purpose of constructing, reconstructing and renovating storm sewers and storm drainage ditches.

CITY OF STRONGSVILLE, OHIO

Resolution No. 2017 – 081

Page 2

Section 2. The question of the renewal of the 0.40 mill tax levy for the purpose of constructing, reconstructing and renovating storm sewers and storm drainage ditches for five years, beginning with the tax list and duplicate for the year 2018, the proceeds of which levy first would be available to this City in the calendar year 2019, shall be submitted under the provisions of Ohio Revised Code Section 5705.19(F) to the electors of the City of Strongsville at the election to be held therein on November 7, 2017, as authorized by law. Said election shall be held at the regular places of voting in said City as established by the Board of Elections of Cuyahoga County, Ohio, or otherwise, within the time provided by law and shall be conducted, canvassed and certified in the manner provided by law.

Section 3. The Clerk of Council is authorized and directed to deliver to the Cuyahoga County Board of Elections not later than August 9, 2017: (i) a certified copy of the Initial Resolution; (ii) the certification by the County Fiscal Officer as to the total current tax valuation of the City and the dollar amount of revenue that would be generated by the renewal of that 0.40 mill levy; and (iii) a certified copy of this resolution. This Council requests that the Board of Elections give notice of the election and prepare the necessary ballots and supplies for the election in accordance with law.

Section 4. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this resolution is required to be immediately effective in order to permit necessary arrangements to be made in sufficient time for the aforesaid election; wherefore, this resolution shall be in full force and effect from and immediately after its adoption and approval by the Mayor.

President of Council

Approved: _____
Mayor

Adopted: _____, 2017

Date Approved: _____, 2017

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

Attest: _____
 RES Clerk of Council
 ORD. No. 2017-081 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE

PROPOSED TAX LEVY (RENEWAL)

(A Majority Affirmative Vote is Necessary for Passage)

A renewal of a tax for the benefit of the City of Strongsville for the purpose of constructing, reconstructing and renovating storm sewers and storm drainage ditches at a rate not exceeding 0.40 mills for each one dollar of valuation, which amounts to \$0.04 for each one hundred dollars of valuation, for five (5) years, commencing in 2018, first due in calendar year 2019.

	FOR THE TAX LEVY
	AGAINST THE TAX LEVY

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 082

By: Mayor Perciak and Mr. Schonhut

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE REPLACEMENT AND LEASE OF THREE UPGRADED COPIERS INCLUDING ACCESSORIES, FOR USE BY VARIOUS DEPARTMENTS OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, the City's Director of Communication & Technology has determined and recommended that it would be in the City's best interest to replace three (3) existing copiers on lease to the City with three (3) new, upgraded copier units; and

WHEREAS, the leases with another leasing company for the three (3) existing copiers will be expiring, and notice will be given that the machines will be returned; and

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, based upon recommendation of the City's Director of Communication & Technology, this Council wishes to take advantage of that opportunity in connection with the replacement and lease of three (3) new upgraded Ricoh copiers, including accessories (Schedule No. 800310, Index No. STS-096) for use by the City of Strongsville Dispatch Center, the City's Fire Station No. 4 and the Mayor's administrative offices.

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 which the Department has entered into pursuant to Revised Code Section 5513.01(B) with **AMERICAN COPY EQUIPMENT, INC. dba ACE** for the replacement and lease of three (3) new upgraded copiers, including accessories, for a 48-month period commencing in or about May of 2017, and for use by various departments of the City in the total amount of \$472.66 per month, as set

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 – 082
Page 2

forth on the proposals attached hereto as Exhibit "A", which are incorporated herein by reference.

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 by lease and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

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

Section 4. That the funds for the purpose of such leases have been appropriated for 2017 and shall be paid for each year from the General Fund and the Fire Levy Fund; and the Director of Finance be and is hereby authorized and directed to issue the City's warrants in accordance with the terms and conditions of such lease agreements.

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 copiers and appurtenances in order to upgrade City technology capabilities, maintain continuity and improve the operation of the various departments 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.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 082
Page 3

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

Attest: _____
Clerk of Council

ORD. No. 2017-082 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Investment Pricing Prepared Exclusively for:
City of Strongsville
(Dispatch)
 April 25, 2017

<i>Model</i>	48 Month FMV Lease
(1) Ricoh MPC2004SPF Digital Color Copier/Printer/Scanner/FAX <i>(20 ppm black & white and color)</i>	\$104.20

System Complete With...

- **100 Sheet Document Feeder**
- **Smart Operational Panel**
- **Two Standard 550 Sheet Paper Drawers**
- 100 Sheet Bypass Tray
- **Handicap Accessible LCD**
- **500 Sheet Internal Finisher-Stapler**
- Automatic Duplexing
- **2 GB RAM Memory**
- **250 GB Hard Drive**
- 10.1-inch Color LCD
- **Motion Sensor Activation**
- Cardstock-Envelope Capabilities
- Supports 300 g/m Paper Weight
- Automatic Reduction and Enlargement
- 1200 x 1200 dpi Resolution
- 1,000 User Codes
- User Authentication
- Digitally Signed PDF Capabilities
- **HDD Encryption & DOSS**
- Network Printer & Color Scanner Interface
- **Scan to Folder & Scan to E-mail Capabilities**
- **USB Scan/Print Capabilities**
- **Mobile Print Capabilities**
- **Facsimile Interface**
- **Cabinet**

Service and Supplies

To be billed at .005 per black & white impression and .04 per color impression.
 Includes 100% service, parts, labor, toner, and developer.



Investment Pricing Prepared Exclusively for:
City of Strongsville
 (Fire Station #4 - Option 2)
 May 1, 2017

<i>Model</i>	48 Month FMV Lease
(1) MPC3004SPF Digital Color Copier/Printer/Scanner/FAX <i>(30 ppm black & white and color)</i>	\$173.53

System Complete With...

- **220 Sheet Single Pass Document Feeder**
- **Smart Operational Panel**
- **Two Standard 550 Sheet Paper Drawers**
- 100 Sheet Bypass Tray
- **Handicap Accessible LCD**
- **1,000 Sheet External Finisher-Stapler**
- **2-3 Hole Punch**
- Automatic Duplexing
- **2 GB RAM Memory**
- **320 GB Hard Drive**
- 10.1-inch Color LCD
- **Motion Sensor Activation**
- Cardstock-Envelope Capabilities
- Supports 300 g/m Paper Weight
- Automatic Reduction and Enlargement
- 1200 x 1200 dpi Resolution
- 1,000 User Codes
- User Authentication
- Digitally Signed PDF Capabilities
- **HDD Encryption & DOSS**
- Network Printer & Color Scanner Interface
- **Scan to Folder & Scan to E-mail Capabilities**
- **USB Scan/Print Capabilities**
- **Mobile Print Capabilities**
- **Facsimile Interface**
- **Cabinet**

Service and Supplies

To be billed at .004 per black & white impression and .04 per color impression.
 Includes 100% service, parts, labor, toner, and developer.

Investment Pricing Prepared Exclusively for:
City of Strongsville
(Mayor's Wing)
May 1, 2017

Model	48 Month FMV Lease
(1) MPC3504SPF Digital Color Copier/Printer/Scanner/FAX <i>(35 ppm black & white and color)</i>	\$194.93

System Complete With...

- **220 Sheet Single Pass Document Feeder**
- **Smart Operational Panel**
- **Two Standard 550 Sheet Paper Drawers**
- 100 Sheet Bypass Tray
- **Handicap Accessible LCD**
- **1,000 Sheet External Finisher-Stapler**
- **2-3 Hole Punch**
- Automatic Duplexing
- **2 GB RAM Memory**
- **320 GB Hard Drive**
- 10.1-inch Color LCD
- **Motion Sensor Activation**
- Cardstock-Envelope Capabilities
- Supports 300 g/m Paper Weight
- Automatic Reduction and Enlargement
- 1200 x 1200 dpi Resolution
- 1,000 User Codes
- User Authentication
- Digitally Signed PDF Capabilities
- **HDD Encryption & DOSS**
- Network Printer & Color Scanner Interface
- **Scan to Folder & Scan to E-mail Capabilities**
- **USB Scan/Print Capabilities**
- **Mobile Print Capabilities**
- **Facsimile Interface**
- **Cabinet**

Service and Supplies

To be billed at .004 per black & white impression and .04 per color impression.
Includes 100% service, parts, labor, toner, and developer.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 083

By: Mayor Perciak and Mr. Carbone

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 FOR AN INCREASE IN THE CONTRACT PRICE AND IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND PROFESSIONAL ROOFING SERVICES, INC., IN CONNECTION WITH THE REMOVAL AND REPLACEMENT OF EXISTING ROOFING AND RELATED ITEMS AT WASTEWATER TREATMENT PLANTS “B” AND “C” AND THE WESTWOOD LIFT STATION BUILDING, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2016-167, and after competitive bidding, Council authorized the Mayor to enter into a contract with Professional Roofing Services, Inc. (“Professional Roofing”), for removal and replacement of the existing roofing and related items at the City’s Wastewater Treatment Plants “B” and “C” and the Westwood Lift Station Building; and

WHEREAS, further additional work not contemplated in the original contract has become necessary and was requested by the City; and

WHEREAS, Professional Roofing, therefore, has submitted to the City’s Public Service Director a request for an adjustment in the contract price for the costs incurred due to the additional labor, materials and equipment necessary to complete the aforesaid work; and

WHEREAS, the City’s Public Service Director has recommended that it would be in the best interests of the City to provide payment to Professional Roofing for the work performed on the Project, generally being additional work required and requested by the City for additional fasteners needed to fasten the vapor barrier, additional electrical work, additional walk pads, and additional painting of bar joists, crane and decking, all as more fully set forth in Exhibit “A” attached hereto and incorporated herein as if fully rewritten, and to provide additional payment for such changes in the work in the amount of \$9,500.00, for a new total Project cost of \$341,980.00.

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 Order No. 1, as recommended by the City’s Public Service Director, and comprising additional work required and requested by the City, in the amount of \$9,500.00, as reflected in Exhibit “A”; and after the issuance and approval of

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 – 083
Page 2

said Change Order No. 1, to direct the Director of Finance to make payment to **PROFESSIONAL ROOFING SERVICES, INC.**, in the additional amount of \$9,500.00, thereby increasing the total Project cost to \$341,980.00.

Section 2. That the funds for the purposes of said contract and change order have been appropriated and shall be paid from the Sanitary Sewer 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 provide compensation for additional work performed by the contractor on the Project, to facilitate payment to the contractor for unanticipated changes in the work, to avoid potential legal problems, 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. 2017-083 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CHANGE ORDER

AIA DOCUMENT G701

OWNER
 ARCHITECT
 CONTRACTOR
 FIELD
 OTHER

COPY

PROJECT: Strongsville Waste Water Treatment Plant 2016
 (name, address)

CHANGE ORDER NUMBER: 1

DATE: 04/24/2017

TO CONTRACTOR: Professional Roofing Service Inc.
 (name, address) 11911 Prospect Road
 Strongsville, OH 44149

ARCHITECT'S PROJECT NO:

CONTRACT DATE:

CONTRACT FOR: Waste Water Treatment Plant Roofing 2016

The Contract is changed as follows:

1.) Additional Work for Vapor Barrier, Electric, Walk pads, deductions for lumber and painting.	\$4,000.00
2.) Additional work for prepping and painting of bar joists, crane, and decking.	\$5,500.00
Total Change Order	\$9,500.00

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was \$ 332,480.00
 Net change by previously authorized Change Orders \$
 The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was \$ 332,480.00
 The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (~~decreased~~)
 (~~increased~~) by this Change Order in the amount of \$ 9,500.00
 The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be ... \$ 341,980.00

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by (0) days.
 The date of Substantial Completion as of the date of this Change Order therefore is April 24, 2017

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT _____ CONTRACTOR Professional Roofing Service OWNER _____
 Address _____ 11911 Prospect Rd. Address _____
 _____ Strongsville, OH 44149 _____
 BY _____ mlj BY _____
 DATE _____ 4/25/17 DATE _____

EX. A

Sent 1/4/17



January 4, 2017

City of Strongsville
16099 Foltz Pkwy.
Strongsville, OH 44149

ATTN: Mr. Joe Walker
Email: joe.walker@strongsville.org

RE: Additional charges for S.W.W.T.P. Roofing Project

Dear Mr. Walker:

Please find below a listing of the additional charges we have incurred.

- | | |
|--|--------------|
| 1.) Additional fasteners needed to fasten vapor barrier in lieu of specified torch down product. | |
| Plant B - Filter Bldg. | \$2,000.00 |
| Plant B - Pretreat Bldg. | \$1,000.00 |
| Plant C - Admin. Bldg. | \$1,000.00 |
| 2.) Additional charges for electrician to repair 3 disconnects at Plant B - Filter Bldg. | \$1,495.00 |
| 3.) Additional walk pads for protection. | \$ 900.00 |
| Installed price \$15.00/lineal foot installed - (Final total pending total footage). | |
| 4.) Credit for re-using 300 lnl.ft. of existing wood nailer at Westwood Lift Station. | (\$1,500.00) |
| 5.) Credit for painting of rusted deck not used. | (\$ 340.00) |
| 6.) Credit for not painting top of bar joists. | (\$ 555.00) |
| Total Additional Charges: | \$4,000.00 |

Feel free to contact me with any questions or concerns with the above mention additional charges.

Sincerely,

Michael L. Cappy
President

MLC/pml

cc: file

COPY



PROFESSIONAL
ROOFING SERVICE
Commercial, Industrial and Residential

January 4, 2017

City of Strongsville
16099 Foltz Pkwy.
Strongsville, OH 44149

ATTN: Mr. Joe Walker
Email: joe.walker@strongsville.org

RE: Interior Painting @ Westwood Lift Station

Dear Mr. Walker:

Please find below a quotation for the painting work you had requested.

Specifications

1. Power tool clean and wire brush 4 - bar joists, 1- crane I-Beam, and crane motor.
2. Spray 1 coat Tnemec N60 Primer on bar joists, crane beam, and top of bar joists.
3. Spray 2 coats Tnemec F104 top coat over bar joists, crane beam, metal deck and top of bar joists.
4. Install safety yellow top coat on crane beam and motor.
5. Remove and clean all debris caused by our operation.

Total for above work: \$5,500.00

Payment Terms

Due on completion of work.

All Quotes Valid for 30 days

Please feel free to contact me with any questions regarding the above mentioned matter.

Sincerely,

Michael L. Cappy
President

MLC/pml

cc: file

ACCEPTED BY: _____

DATE: _____ TITLE: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 084

By: Mayor Perciak and Mr. Carbone

AN ORDINANCE REQUESTING PARTICIPATION IN AN OHIO DEPARTMENT OF TRANSPORTATION CONTRACT FOR THE PURCHASE OF FOUR (4) WESTERN STAR 4700SF TANDEM AXLE CAB AND CHASSIS UNITS, AND FIVE (5) WESTERN STAR 4700SB SINGLE AXLE CAB AND CHASSIS UNITS, 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, among other things, contracts of the Ohio Department of Transportation 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 four (4) new Western Star 4700SF tandem axle cab and chassis units, and five (5) new Western Star 4700SB single axle cab and chassis units, with appurtenances, through the State of Ohio Department of Transportation Contract No. 023-16, 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 Council approves and authorizes the Mayor's request for authority in the name of the City of Strongsville to participate in the Ohio Department of Transportation contract with **VALLEY FREIGHTLINER, INC.**, for the purchase of four (4) new Western Star 4700SF tandem axle cab and chassis units, and five (5) new Western Star 4700SB single axle cab and chassis units, with appurtenances, for use by the Service Department of the City, which contract the Department will have entered into pursuant to Revised Code Section 5513.01(B), in an amount not to exceed \$894,523.00, and as reflected on Exhibits A, B and C attached hereto.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 084
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 Transportation Cooperative Purchasing Program.

Section 4. That the funds for the purposes of said contract have been appropriated and shall be paid from the Street Construction, Maintenance & Repair Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in such program and 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. 2017-084 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

Prepared for:
 City of Strongsville
 16099 Foltz Industrial
 Strongsville, OH 44149
 Phone: 440-580-3176

Prepared by:
 Greg Simonic
 VALLEY FREIGHTLINER, INC.
 10901 Brookpark Rd
 Parma, OH 44130
 Phone: 216-267-4800

QUOTATION

4700 SET-BACK FRONT AXLE CHASSIS

SET BACK AXLE - TRUCK CUM L9 330 HP @ 2000 RPM, 2200 GOV RPM, 1000 LB/FT @ 1400 RPM ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION RS-23-160 23,000# R-SERIES SINGLE REAR AXLE 30,000# FLAT LEAF SPRING REAR SUSPENSION WITH HELPER AND RADIUS ROD DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	18,000# FLAT LEAF FRONT SUSPENSION 110 INCH BBC STEEL CONVENTIONAL CAB 3900MM (154 INCH) WHEELBASE 7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI 1775MM (70 INCH) REAR FRAME OVERHANG PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW PLOW
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	TOTAL # OF UNITS (4)	PER UNIT	TOTAL
VEHICLE PRICE	\$	84,578	\$ 338,312
EXTENDED WARRANTY	\$	7,344	\$ 29,376
DEALER INSTALLED OPTIONS	\$	1,550	\$ 6,200
CUSTOMER PRICE BEFORE TAX	\$	93,472	\$ 373,888

TAXES AND FEES

TAXES AND FEES	\$	0	\$ 0
OTHER CHARGES	\$	0	\$ 0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0)	\$ (0)
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BALANCE DUE	(LOCAL CURRENCY) \$	93,472	\$ 373,888
--------------------	----------------------------	---------------	-------------------

Quoted pricing based under Ohio Department of Transportation contract 023-16 Co-Op pricing with ODOT 5 year 100k mile truck warranty including; Engine (standard emissions), Chassis, and axles. See warranty section for any additional warranties chosen by customer. Please consult with your body builder to assure all dimensions and needed components are included the specification.

Invoicing will occur upon delivery of bare chassis to customer or location of customers choice. Payment is due upon receipt of invoice. Title will be delivered promptly upon receipt of payment.

Payment is required upon delivery for "Turn Key" packages.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.



Prepared for:
 City of Strongsville
 16099 Foltz Industrial
 Strongsville, OH 44149
 Phone: 440-580-3176

Prepared by:
 Greg Simonic
 VALLEY FREIGHTLINER, INC.
 10901 Brookpark Rd
 Parma, OH 44130
 Phone: 216-267-4800

Q U O T A T I O N

4700 SET-BACK FRONT AXLE CHASSIS

SET BACK AXLE - TRUCK
 CUM L9 350 HP @ 2000 RPM, 2200 GOV RPM, 1000
 LB/FT @ 1400 RPM
 ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 RS-23-160 23,000# R-SERIES SINGLE REAR AXLE
 30,000# FLAT LEAF SPRING REAR SUSPENSION WITH
 HELPER AND RADIUS ROD

DETROIT DA-F-16.0-5 16,000# FL1 71.0 KPI/3.74 DROP
 SINGLE FRONT AXLE
 16,000# FLAT LEAF FRONT SUSPENSION
 110 INCH BBC STEEL CONVENTIONAL CAB
 4425MM (174 INCH) WHEELBASE
 7/16X3-9/16X11-1/8 INCH STEEL FRAME
 (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
 1775MM (70 INCH) REAR FRAME OVERHANG

	TOTAL # OF UNITS (1)	PER UNIT	TOTAL
VEHICLE PRICE	\$	82,881 \$	82,881
EXTENDED WARRANTY	\$	7,344 \$	7,344
DEALER INSTALLED OPTIONS	\$	1,550 \$	1,550
CUSTOMER PRICE BEFORE TAX	\$	91,775 \$	91,775

TAXES AND FEES

TAXES AND FEES	\$	0 \$	0
OTHER CHARGES	\$	0 \$	0

TRADE-IN

TRADE-IN ALLOWANCE	\$	(0) \$	(0)
BALANCE DUE	(LOCAL CURRENCY) \$	91,775 \$	91,775

Quoted pricing based under Ohio Department of Transportation contract 023-16 Co-Op pricing with ODOT 5 year 100k mile truck warranty including; Engine (standard emissions), Chassis, and axles. See warranty section for any additional warranties chosen by customer. Please consult with your body builder to assure all dimensions and needed components are included the specification.

Invoicing will occur upon delivery of bare chassis to customer or location of customers choice. Payment is due upon receipt of invoice. Title will be delivered promptly upon receipt of payment.

Payment is required upon delivery for "Turn Key" packages.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.



Prepared for:
 Mike Gallagher
 ODOT City of Strongsville ODOT
 16099 Foltz Industrial
 Strongsville, OH 44149
 Phone: 440-580-3176

Prepared by:
 Greg Simonic
 VALLEY FREIGHTLINER, INC.
 10901 Brookpark Rd
 Parma, OH 44130
 Phone: 216-267-4800

Q U O T A T I O N

4700 SET-FORWARD FRONT AXLE CHASSIS

SET FORWARD AXLE - TRUCK
 CUM L9 370 HP @ 2000 RPM, 2100 GOV RPM, 1250
 LB/FT @ 1400 RPM
 ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH
 PTO PROVISION
 MT-40-14XP 40,000# R-SERIES TANDEM REAR AXLE
 HENDRICKSON RT463 @46,000# REAR SUSPENSION
 DETROIT DA-F-20.0-5 20,000# FL1 71.0 KPI/3.74 DROP
 SINGLE FRONT AXLE
 20,000# FLAT LEAF FRONT SUSPENSION

110 INCH BBC STEEL CONVENTIONAL CAB
 5075MM (200 INCH) WHEELBASE
 1/2X3.64X11-7/8 INCH STEEL FRAME
 (12.7MMX301.6MM/0.5X11.88 INCH) 120KSI
 1775MM (70 INCH) REAR FRAME OVERHANG
 PARTIAL INNER FRAME REINFORCEMENT AT FRONT
 SUSPENSION
 BODY COMPANY INSTALLED ADDITIONAL FRONT
 FRAME REINFORCEMENT FOR SNOW PLOW

ITEM DESCRIPTION	PER UNIT	
ITEM 2 OF ODOT 023-16	\$	96,594.00
ITEM 13.03 CUMMINS 370 HP @ 1250 TQ	\$	5,200.00
CO-OP LIST ITEMS	\$	6,000.00
EXTENDED WARRANTY (CUMMINS EMISSION)	\$	500.00
DEALER INSTALLED OPTIONS (FLOOR COATING)	\$	1,550.00
CONTRACT TOTAL	\$	109,844.00
DISCOUNT	\$	(2,629.00)
TOTAL PER UNIT	\$	107,215.00
NUMBER OF UNIT	4	
TOTAL	\$	428,860.00

Quoted pricing based under Ohio Department of Transportation contract 023-16 Co-Op pricing with ODOT 5 year 100k mile truck warranty including; Engine (standard emissions), Chassis, and axles. See warranty section for any additional warranties chosen by customer. Please consult with your body builder to assure all dimensions and needed components are included the specification. Invoicing will occur upon delivery of bare chassis to customer or location of customer s choice. Payment is due upon receipt of invoice. Title will be delivered promptly upon receipt of payment. Payment is required upon delivery for "Turn Key" packages. Contract Pricing is valid through 5/31/2017.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Date: ___ / ___ / ___.



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 085

By: Mayor Perciak and Mr. Carbone

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF EIGHT (8) CONCORD MINUTEMAN SNOW AND ICE CONTROL EQUIPMENT PACKAGES WITH LEAF BOX ATTACHMENTS AND ACCESSORIES, TO BE INSTALLED ON THE NEW WESTERN STAR TANDEM AXLE AND SINGLE AXLE CAB AND CHASSIS UNITS, 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, on May 15, 2017, through passage of Ordinance No. 2017- 084 Council authorized the Mayor to enter into a contract for the purchase of four (4) new Western Star 4700SF tandem axle cab and chassis units, and five (5) new Western Star 4700SB single axle cab and chassis units with appurtenances for use by the City's Service Department; and

WHEREAS, it is now also necessary to purchase additional equipment directly related to the usage of the aforementioned cab and chassis units; and

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 eight (8) Concord Minuteman snow and ice control equipment packages with leaf box attachments and accessories (Schedule No. 800507, 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 contract with **CONCORD ROAD EQUIPMENT MFG., INC.**, for

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 – 085
Page 2

the purchase of eight (8) Concord Minuteman snow and ice control equipment packages with leaf box attachments and accessories, to be installed on the new Western Star Tandem Axle and Single Axle cab and chassis units, which the Department has entered into pursuant to Revised Code Section 5513.01(B), in an amount not to exceed \$731,060.44, and as reflected on Exhibits A and B, 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.

Section 4. That the funds for the purposes of such purchases have been appropriated and shall be paid from the Street Construction, Maintenance and Repair Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in the purchase of such equipment and accessories 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.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 – 085
Page 3

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

Attest: _____
Clerk of Council

ORD. No. 2017-085 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



Quote 65756

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Terms: NET 30

Page 1 of 4

Submitted To: STRONGSVILLE, CITY OF 18688 ROYALTON RD STRONGSVILLE, OH 44136	Date: 4/19/2017
Phone: (440) 238-5720	End User: SERVICE DEPARTMENT
Fax: (440) 238-3001	Attention: MIKE GALLAGHER
	Delivery: SEE BELOW DELIVERY NOTES
	County: CUYAHOGA
	Acct Mgr: MICHAEL BINNEY

PER STATE OF OHIO STATE TERM SCHEDULE CONTRACT; SCHEDULE NUMBER: 800507; INDEX NUMBER: STS515- FOUR (4) MORE OR LESS CONCORD MINUTEMAN SNOW AND ICE CONTROL EQUIPMENT PACKAGE TO BE INSTALLED ON CUSTOMER SUPPLIED NEW TANDEM AXLE CLASS 8 CAB AND CHASSIS(S) TO INCLUDE THE FOLLOWING:

HEAVY DUTY DOUBLE WALL DUMP BODY:

CONCORD "PATRIOT" CDS 1803442-400DW series 15 foot long all 304 stainless steel DOUBLE WALL dump body, 11.0 to 13.6 struck cubic yard capacity; 34 inch high 10 gauge 304 stainless steel OUTER SIDE WALLS with fully boxed dirt shedding boxed top rails, dirt shedding lower rub rails, integral full length pressed in horizontal body side bracing with additional vertical bracing, front and rear corner pillars and 3/16 inch AR400 180KPSI ABRASION/IMPACT RESISTANT INNER WALLS; 42 inch high 10 gauge 304 stainless steel tailgate with 6 panel style bracing, fully boxed perimeter with dirt shedding top and bottom rails, one intermediate dirt shedding horizontal rail, two intermediate vertical rails, 3/16 inch AR400 180KPSI ABRASION/IMPACT RESISTANT INNER LINER, heavy duty 1 inch thick stainless steel upper offset hinge hardware with 1-1/2 inch diameter stainless steel pins, heavy duty 1 inch thick stainless steel lower latch fingers with 1-1/2 inch diameter stainless steel lower tailgate pins and air operated release mechanism with two (2) double acting pneumatic cylinder located vertically in each rear dump body corner post; **CURBSIDE HINGED SWING TAILGATE**; 10 gauge 304 stainless steel front bulkhead with formed in top rail with additional horizontal reinforcement bracing, 3/16 inch AR400 180KPSI ABRASION/IMPACT RESISTANT INNER LINER and recessed doghouse for telescopic hoist; crossmemberless western style smooth bottom understructure with 3/8 inch AR400 180KPSI ABRASION/IMPACT RESISTANT INNER steel plate floor and STRUCTURAL STEEL I-BEAM longitudinals; 24 inch 7 gauge 304 stainless steel cab shield fully welded to dump body front bulkhead; NTEA Class 120 marathon 63138 three stage double acting power up/power down telescopic hoist rated at 42 tons capacity in this configuration; stainless steel components left in natural 304-2B finish, all steel components primed and painted black; Dump body understructure and chassis undercoated, etc.

BODY/ CHASSIS RELATED ACCESSORIES AND MISC.:

Body mounted three step stainless fold up ladder with two additional body side mounted stainless steel steps and stainless steel grab handles; Full length stainless steel tarp rail on both sides of body; Stainless steel clamp style shovel holder; Rubber mud flaps behind rear wheels; Poly fenders with heavy duty offset stainless steel mounting hardware over rear duals; 3/4 inch thick full width rear towing plate with 30 ton pintle hook and 1 inch diameter lashing rings; Hardwood side boards; Red/White conspicuity tape system installed body lower rub rails and tailgate bracing, etc.

LOAD SENSING CENTRAL HYDRAULIC SYSTEM:

Central hydraulic system configured to operate double acting telescopic dump body hoist circuits, double acting snow plow raise and lower circuits, snow plow single acting power angling, granular materials spreader conveyor/spinner circuits **and future use of granular materials liquid prewet and bulk direct application anti-icing/deicing**. System to include engine crankshaft driven Bosch Rexroth A10V074 series load sensing pressure compensated hydraulic pump, Bosch Rexroth M4 series SIX (6) spool hydraulic directional control valve- (3) air operated x (3) electric proportional operated; M4 valve remote chassis frame mounted in stainless steel combination hydraulic oil reservoir/valve enclosure; One (1) in cab dual axis air controller for plow operations and one (1) locking single axis controller for dump body hoist operation mounted on adjustable control stand; Low hydraulic oil warning with auto shut down and operator controlled momentary override; Bosch Rexroth CS550 data logging ground speed orientated electronic granular spreader/liquid controller; Bosch Rexroth snow plow power float/balance system; Stainless steel rigid intermediate tubing to the front and rear of chassis; All hydraulic hoses, fittings, adaptors, etc. to make a complete, fully tested and operational load sensing central hydraulic system

LIGHTING AND ELECTRICAL SYSTEMS:

Lighting and electrical system to include recessed rear body corner post mounted LED stop/tail/turn lamps; Recessed rear body

QUOTE CONTINUED ON NEXT PAGE

EVA



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Page 2 of 4

Table with 2 columns: Submitted To (STRONGSVILLE, CITY OF) and Date (4/19/2017). Includes fields for End User, Attention, Delivery, County, Acct Mgr, and Phone/Fax numbers.

QUOTE CONTINUED FROM PREVIOUS PAGE

corner post mounted LED back up lamps; Recessed rear body corner post mounted LED amber warning lamps; Body cab protector mounted recessed LED amber warning lamps- one (1) each forward facing street and curb sides and one (1) each side facing street and curb sides- six (6) total LED amber warning lamps; FMVSS108 LED lighting and reflector kit; Body up warning light kit; Back up alarm kit; Meyer Night Saber III plow lamps chassis hood mounted on stainless steel brackets, one piece wiring harness with Deutsch connectors for all body mounted lighting; in cab power distribution center for all up fitter installed electrical circuits; wiring schematic installed on in cab distribution panel cover, etc.

CHASSIS MOUNTED SNOW PLOW HITCH:

Concord manufactured Titan Series TTN-400OL heavy duty low profile chassis mounted front snow plow hitch with telescopic adjustable lift arm that folds down for storage; 4 x 6 inch double acting lift ram with nitrated rod; chassis specific mounting with 5/8 inch thick steel reinforced push plates; standard pin on plow coupler; and heavy duty formed channel plow hitch mounted bumpers assemblies.

POWER ANGLING SNOW PLOW:

Gledhill model 11HSBM/PR2-STE-11-MPF 11' x42" snow plow with 7 gauge steel moldboard, 1/2" x 12" rubber snow deflector, eight (8) 1/2" x 3" vertical plow moldboard ribs, eight (8) each fish tail type reinforcing ribs, three piece safety trip edge with one torsion spring per cutting edge section, torsion springs constructed of 7/8" diameter spring wire, one piece 5/8" x 8" x 11' steel cutting edge, seven (7) each connecting points between moldboard and table, m/p2 style table with 1" thick semi-circle, two (2) 4" x 20-3/4" double acting reversing cylinders; Gledhill level lift system, standard cast mushroom shoes and moldboard shoes, plow moldboard markers, front of plow painted red, back of plow painted black, pin on type plow connection with push ears on 30" centers

LEAF COLLECTION CAP, 14 FOOT STAINLESS STEEL

Concord Model LCC-14DBM-3S dump body mounted STAINLESS STEEL leaf collection cap; 96 inches wide x 168 inches long x approximately 80 inches tall (not to exceed 12 foot from ground level) from floor of dump body- All 10 gauge stainless steel sides with one (1) integral formed full length intermediate horizontal bracing, 10 gauge stainless steel front wall with two (2) integral formed full width intermediate bracing; 10 gauge stainless steel rear door with double link top hinges, and reinforced opening for leaf chute; 10 gauge stainless steel fully vented expanded metal top roof; 1/4 inch stainless steel floor, tie down/lifting lugs; rear tailgate latching bar. Unit left in natural 2B stainless steel finish.

GRANULAR MATERIALS HOPPER SPREADER-DUAL AUGER DELIVERY SYSTEM

Swenson EVDA-100-14-54 9.2 struck cubic yard 14 foot stainless steel central hydraulic system driven insert hopper spreader with DUAL AUGER delivery system; independent hydraulic drive motors for auger and spinner; stainless steel swing up stow away spinner assembly with manual assist winch; top screens over hopper; inverted vee over augers; hydraulic hookup hoses with stainless steel quick couplers; "Easy Load/Unload" storage leg kit, hopper side and front mounted rubber skirting /drapes; Auger drive motor with speed sensor for closed loop operation; Body stainless steel components left in natural 2B finish, steel components primed and painted gloss black

**SEE ATTACHED SALES BUILD DOCUMENTS FOR COMPLETE DETAILS OF EQUIPMENT AND COMPONENTS INCLUDED WITH THIS BASE PROPOSAL

Table with 2 columns: Description and Price. Includes rows for TOTAL LIST PRICE, LESS 15% STS CONTRACT DISCOUNT, LESS STS MULTI UNIT DISCOUNT, TOTAL NET PRICE, and YOUR NET PRICE INSTALLED FOUR (4) UNITS.



Quote 65756

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Page 3 of 4

Table with 2 columns: Submitted To (STRONGSVILLE, CITY OF, 18688 ROYALTON RD, STRONGSVILLE, OH 44136) and Date (4/19/2017). Other fields include End User (SERVICE DEPARTMENT), Attention (MIKE GALLAGHER), Delivery (SEE BELOW DELIVERY NOTES), County (CUYAHOGA), Acct Mgr (MICHAEL BINNEY), and Phone (440) 238-5720.

QUOTE CONTINUED FROM PREVIOUS PAGE

* MINIMUM CHASSIS REQUIREMENTS:

- 1. CHASSIS TO HAVE a usable cab to axle dimension of approximately 102 inches
2. FEPTO (front engine driven pto) provision, and integral full C front frame rails that extend up to or beyond the chassis grill to allow for proper equipment installation

PAYMENT DISCOUNTS:

Per our Ohio Department of Administrative Services Contract Schedule #800507, Index #STS515 an additional 0.5% (one half of one percent) discount is available for payment(s) of invoice(s) within twenty (20) days of receipt. Payment discount will be noted on invoice(s).

WARRANTY INFORMATION:

Concord Road Equipment Mfg., Inc. truck equipment packages include a parts and labor warranty for a total period of five (5) years; first thirty-six (36) months at 100% parts and labor on all workmanship and components, second twenty-four (24) months at 50% labor only. Other supplier / component warranties that exceed Concord's base warranty will remain in effect. All warranty periods begin after completion / delivery of equipment, components, and accessories. When applicable, Concord "Titan" series snow plow hitches carry a full 100% parts and labor warranty for five (5) years. When applicable, TBEI series dump body hoists have additional manufacturer warranty coverage - first 36 months at 100% parts and labor, second 24 months at 50% parts and labor. Warranties do not include normally considered wear and maintenance items (such as plow blades, augers, conveyor chains, hydraulic couplers, filters, spinner drive hydraulic motors, spinner disks, chains, sprockets, bearings, etc.); routine adjustments and/or calibrations; abuse, neglect, misuse, and/or improper operation; lack of maintenance (including component corrosion), inspections, and/or training; and/or consequential damages as a result thereof.

ESTIMATED DELIVERY PERIOD:

Based on the date of this proposal, the job completion and corresponding delivery period is projected to be approximately 90-150 days after receipt of required purchase order(s), letter(s) of intent, letter(s) to proceed, and if applicable, the arrival of your chassis(s) to Concord Road Equipment Mfg., Inc. This projected job completion and corresponding delivery period is only an estimate that may be shorter or longer in accordance with the date that your order is placed, the arrival date of required authorizations, delivery date of your chassis(s), and the lead times of Concord Road Equipment Mfg., Inc. primary suppliers at the time your order is placed. Concord Road Equipment Mfg., Inc. is not responsible for delays that are beyond its reasonable effort and capability to control including but not limited to; strikes and labor disputes, primary supplier delays or product shortages, delays in freight, acts of god, etc.

Per Concord Road Equipment Mfg., Inc. Contract 800507 Schedule STS 515 with the Ohio Department of Administrative Services, completed deliveries can range from 60-210 days after receipt of customer order(s), and if applicable, after arrival of your chassis(s) to Concord Road Equipment Mfg., Inc.

* INSURANCE:

Your chassis' and/or equipment are insured while in Concord Road Equipment's possession. This includes all properties, buildings, lots, etc. A copy of our complete garage-keepers insurance policy is available upon request.

QUOTE CONTINUED ON NEXT PAGE



Quote 65756

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Quote Valid for 150 Days

Terms: NET 30

Page 4 of 4

Submitted To:
STRONGSVILLE, CITY OF
18688 ROYALTON RD
STRONGSVILLE, OH 44136

Date: 4/19/2017
End User: SERVICE DEPARTMENT
Attention: MIKE GALLAGHER
Delivery: SEE BELOW DELIVERY NOTES
County: CUYAHOGA
Acct Mgr: MICHAEL BINNEY

Phone: (440) 238-5720

Fax: (440) 238-3001

QUOTE CONTINUED FROM PREVIOUS PAGE

Authorized by _____

JEFFERY S. WARFIELD

I/We hereby accept the above quotation including all terms and conditions, and place an order for the proposed item(s) on ___/___/___
(today's date) for a total amount of \$ _____ (please include selected options, if applicable).

Accepted By _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation.



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Page 1 of 3

Submitted To:
 STRONGSVILLE, CITY OF
 18688 ROYALTON RD
 STRONGSVILLE, OH 44136

Date: 4/19/2017
 End User: SERVICE DEPARTMENT
 Attention: MIKE GALLAGHER
 Delivery: SEE BELOW DELIVERY NOTES
 County: CUYAHOGA
 Acct Mgr: MICHAEL BINNEY

Phone: (440) 238-5720

Fax: (440) 238-3001

PER STATE OF OHIO STATE TERM SCHEDULE CONTRACT; SCHEDULE NUMBER: 800507; INDEX NUMBER: STS515- FOUR (4) MORE OR LESS CONCORD MINUTEMAN SNOW AND ICE CONTROL EQUIPMENT PACKAGE TO BE INSTALLED ON CUSTOMER SUPPLIED NEW SINGLE AXLE CLASS 8 CAB AND CHASSIS(S) TO INCLUDE THE FOLLOWING:

COMBINATION DUMP BODY SPREADER:

CONCORD NOR-10-SDS3442FFC NOREASTER series 10 foot long all 304 stainless steel combination dump body spreader with flat floor and integral rear delivery center conveyor delivery system, 7.4 to 9.5 struck cubic yard capacity; 34 inch high 7 gauge 304 stainless steel sides with fully boxed dirt shedding boxed top rails, dirt shedding lower rub rails, integral full length pressed in horizontal body side bracing with additional vertical bracing, and front and rear corner pillars; 44 inch high 7 gauge 304 stainless steel tailgate with 6 panel style bracing, fully boxed perimeter with dirt shedding top and bottom rails, one intermediate dirt shedding horizontal rail, two intermediate vertical rails, heavy duty 1 inch thick stainless steel upper offset hinge hardware with 1-1/2 inch diameter stainless steel pins, heavy duty 1 inch thick stainless steel lower latch fingers with 1-1/2 inch diameter stainless steel lower tailgate pins and air operated release mechanism with double acting pneumatic cylinder located vertically in rear dump body corner post, center mounted 304 stainless steel adjustable sliding discharge door with additional 304 stainless steel summer fill panel; 7 gauge 304 stainless steel front bulkhead with formed in top rail with additional horizontal reinforcement bracing and recessed doghouse for telescopic hoist; crossmemberless western style smooth bottom understructure with 1/4 inch 304 stainless steel plate floor and 1/4 inch thick 304 stainless steel boxed trapezoidal tubular longitudinal with integral chain cover; conveyor delivery system constructed with D667XH pintle chain with 1/2 inch x 1-1/2 inch bars welded to every link recessed into center of body floor with 1/4 inch stainless steel bolt-in replaceable conveyor floor and conveyor cover plate; 304 stainless steel underbody pan with front chain enclosure panel; 24 inch 7 gauge 304 stainless steel cab shield fully welded to dump body front bulkhead; Four section steel hinged top screens; stow-away spinner assembly; NTEA Class 70 marathon 5399 three stage double acting power up/power down telescopic hoist rated at 27.5 tons capacity in this configuration; stainless steel components left in natural 304-2B finish, dump body understructure and all steel components primed and painted black; Dump body understructure and chassis undercoated, etc.

BODY/ CHASSIS RELATED ACCESSORIES AND MISC.:

Body mounted three step stainless fold up ladder with two additional body side mounted stainless steel steps and stainless steel grab handles; Full length stainless steel tarp rail on both sides of body; Stainless steel clamp style shovel holder; Rubber mud flaps behind rear wheels; Poly fenders with heavy duty offset stainless steel mounting hardware over rear duals; 3/4 inch thick full width rear towing plate with 30 ton pintle hook and 1 inch diameter lashing rings; Hardwood side boards; Red/White conspicuity tape system installed body lower rub rails and tailgate bracing, etc.

LOAD SENSING CENTRAL HYDRAULIC SYSTEM:

Central hydraulic system configured to operate double acting telescopic dump body hoist circuits, double acting snow plow raise and lower circuits, snow plow single acting power angling, and granular materials spreader conveyor/spinner circuits. System to include engine crankshaft driven Bosch Rexroth A10V074 series load sensing pressure compensated hydraulic pump, Bosch Rexroth M4 series five (5) spool hydraulic directional control valve- (3) air operated x (3) electric proportional operated; M4 valve remote chassis frame mounted in stainless steel combination hydraulic oil reservoir/valve enclosure; One (1) in cab dual axis air controller for plow operations and one (1) locking single axis controller for dump body hoist operation mounted on adjustable control stand; Low hydraulic oil warning with auto shut down and operator controlled momentary override; Bosch Rexroth CS550 data logging ground speed orientated electronic granular spreader/liquid controller; Bosch Rexroth snow plow power float/balance system; Stainless steel rigid intermediate tubing to the front and rear of chassis; All hydraulic hoses, fittings, adaptors, etc. to make a complete, fully tested and operational load sensing central hydraulic system

LIGHTING AND ELECTRICAL SYSTEMS:

QUOTE CONTINUED ON NEXT PAGE



Quote 65757

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Page 2 of 3

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STRONGSVILLE, OH 44136
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Attention: MIKE GALLAGHER
Delivery: SEE BELOW DELIVERY NOTES
County: CUYAHOGA
Acct Mgr: MICHAEL BINNEY
Phone: (440) 238-5720 Fax: (440) 238-3001

QUOTE CONTINUED FROM PREVIOUS PAGE

Lighting and electrical system to include recessed rear body corner post mounted LED stop/tail/turn lamps; Recessed rear body corner post mounted LED back up lamps; Recessed rear body corner post mounted LED amber warning lamps; Body cab protector mounted recessed LED amber warning lamps- one (1) each forward facing street and curb sides and one (1) each side facing street and curb sides- six (6) total LED amber warning lamps; FMVSS108 LED lighting and reflector kit; Body up warning light kit; Back up alarm kit; Meyer Night Saber II plow lamps chassis hood mounted on stainless steel brackets, one piece wiring harness with Deutsch connectors for all body mounted lighting; in cab power distribution center for all up fitter installed electrical circuits; wiring schematic installed on in cab distribution panel cover, etc.

CHASSIS MOUNTED SNOW PLOW HITCH:

Concord manufactured Titan Series TTN-400OL heavy duty low profile chassis mounted front snow plow hitch with telescopic adjustable lift arm that folds down for storage; 4 x 6 inch double acting lift ram with nitrated rod; chassis specific mounting with 5/8 inch thick steel reinforced push plates; standard pin on plow coupler; and heavy duty formed channel plow hitch mounted bumpers assemblies.

POWER ANGLING SNOW PLOW:

Gledhill model 11HSBM/PR2-STE-11-MPF 11' x42" snow plow with 7 gauge steel moldboard, 1/2" x 12" rubber snow deflector, eight (8) 1/2" x 3" vertical plow moldboard ribs, eight (8) each fish tail type reinforcing ribs, three piece safety trip edge with one torsion spring per cutting edge section, torsion springs constructed of 7/8" diameter spring wire, one piece 5/8" x 8" x 11' steel cutting edge, seven (7) each connecting points between moldboard and table, m/p2 style table with 1" thick semi-circle, two (2) 4" x 20-3/4" double acting reversing cylinders; Gledhill level lift system, standard cast mushroom shoes and moldboard shoes, plow moldboard markers, front of plow painted red, back of plow painted black, pin on type plow connection with push ears on 30" centers

ON BOARD 120 GALLON LIQUID PREWETTING SYSTEM TO INCLUDE:

120 gallon upright poly liquid storage tank installed across chassis frame rails between back of chassis cab and front of combo dump body/spreader; Stainless steel poly tank cradle assembly; One (1) additional Bosch Rexroth M4 series valve section to drive prewet system power unit hydraulic drive motor; Bosch Rexroth prewet pump/power unit in stainless steel enclosure; required liquid and hydraulic plumbing; System to be seamlessly operated from in cab Bosch Rexroth CS550 spreader controller that has been included in base unit pricing.

SEE ATTACHED SALES BUILD DOCUMENTS FOR COMPLETE DETAILS OF EQUIPMENT AND COMPONENTS INCLUDED IN THIS BASE PROPOSAL.

Table with 2 columns: Description and Price. Rows include: TOTAL LIST PRICE, INSTALLED, PER UNIT (\$ 98,918.28); LESS 15% STS CONTRACT DISCOUNT OF (\$ (14,837.74)); LESS STS MULTI UNIT DISCOUNT OF (\$ (4,204.03)); TOTAL NET PRICE, INSTALLED, PER UNIT: (\$ 79,876.51); YOUR NET PRICE INSTALLED FOUR (4) UNITS (\$ 319,506.04)

MINIMUM CHASSIS REQUIREMENTS:

TO HAVE 102-104 inches CA axle dimension required with option #1 liquid prewet system; a FEPTO (front engine driven pto) provision, and integral full C front frame rails that extend up to or beyond the chassis grill to allow for proper equipment installation

* PAYMENT DISCOUNTS:



Quote 65757

Quote Valid for 150 Days

Terms: NET 30

Page 3 of 3

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Submitted To: STRONGSVILLE, CITY OF
18688 ROYALTON RD
STRONGSVILLE, OH 44136
Date: 4/19/2017
End User: SERVICE DEPARTMENT
Attention: MIKE GALLAGHER
Delivery: SEE BELOW DELIVERY NOTES
County: CUYAHOGA
Acct Mgr: MICHAEL BINNEY
Phone: (440) 238-5720 Fax: (440) 238-3001

QUOTE CONTINUED FROM PREVIOUS PAGE

Per our Ohio Department of Administrative Services Contract Schedule #800507, Index #STS515 an additional 0.5% (one half of one percent) discount is available for payment(s) of invoice(s) within twenty (20) days of receipt. Payment discount will be noted on invoice(s).

* WARRANTY INFORMATION:

Concord Road Equipment Mfg., Inc. truck equipment packages include a parts and labor warranty for a total period of five (5) years; first thirty-six (36) months at 100% parts and labor on all workmanship and components, second twenty-four (24) months at 50% labor only. Other supplier / component warranties that exceed Concord's base warranty will remain in effect. All warranty periods begin after completion / delivery of equipment, components, and accessories. When applicable, Concord "Titan" series snow plow hitches carry a full 100% parts and labor warranty for five (5) years. When applicable, TBEI series dump body hoists have additional manufacturer warranty coverage - first 36 months at 100% parts and labor, second 24 months at 50% parts and labor. Warranties do not include normally considered wear and maintenance items (such as plow blades, augers, conveyor chains, hydraulic couplers, filters, spinner drive hydraulic motors, spinner disks, chains, sprockets, bearings, etc.); routine adjustments and/or calibrations; abuse, neglect, misuse, and/or improper operation; lack of maintenance (including component corrosion), inspections, and/or training; and/or consequential damages as a result thereof.

* ESTIMATED DELIVERY PERIOD:

Based on the date of this proposal, the job completion and corresponding delivery period is projected to be approximately 90-150 days after receipt of required purchase order(s), letter(s) of intent, letter(s) to proceed, and if applicable, the arrival of your chassis(s) to Concord Road Equipment Mfg., Inc. This projected job completion and corresponding delivery period is only an estimate that may be shorter or longer in accordance with the date that your order is placed, the arrival date of required authorizations, delivery date of your chassis(s), and the lead times of Concord Road Equipment Mfg., Inc. primary suppliers at the time your order is placed. Concord Road Equipment Mfg., Inc. is not responsible for delays that are beyond its reasonable effort and capability to control including but not limited to; strikes and labor disputes, primary supplier delays or product shortages, delays in freight, acts of god, etc.

Per Concord Road Equipment Mfg., Inc. Contract 800507 Schedule STS 515 with the Ohio Department of Administrative Services, completed deliveries can range from 60-210 days after receipt of customer order(s), and if applicable, after arrival of your chassis(s) to Concord Road Equipment Mfg., Inc.

* INSURANCE:

Your chassis' and/or equipment are insured while in Concord Road Equipment's possession. This includes all properties, buildings, lots, etc. A copy of our complete garage-keepers insurance policy is available upon request.

Authorized by [Signature]
JEFFERY S. WARFIELD

I /We hereby accept the above quotation including all terms and conditions, and place an order for the proposed item(s) on ___/___/___ (today's date) for a total amount of \$_____ (please include selected options, if applicable).

Accepted By _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 - 086

By: Mr. Carbone

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF A CAB AND CHASSIS MOUNTED ASPHALT POTHOLE PATCHING UNIT FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the purchase of a Cab and Chassis Mounted Asphalt Pothole Patching Unit for use by the Service Department of the City of Strongsville, in accordance with specifications on file in the office of the Director of Public Service, which are in all respects hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the Street Construction, Maintenance and Repair Fund.

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

Section 4. That this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
RES Clerk of Council

Ord. No. 2017-086 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 - 087

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF FOUR (4) 2017 DODGE CHARGER VEHICLES, WITH BASIC OPTIONS AND APPURTENANCES, FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS 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 four (4) 2017 Dodge Charger vehicles with certain basic options and appurtenances, (Contract No. RS900917, Index No. GDC050) for use by the Police Department.

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

Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for the purchase through **GREVE CHRYSLER DODGE JEEP, INC.** of four (4) 2017 Dodge Charger vehicles with certain basic options and appurtenances, for use by the Police Department of the City in a total amount not to exceed \$95,596.00, as itemized on Exhibit A, attached hereto and incorporated herein, which the Department has entered into pursuant to Revised Code Section 5513.01(B).

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

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 – 087
Page 2

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

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

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

_____ 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. 2017-087 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

Greve Chrysler Dodge Jeep
 754 West Ervin Road
 Van Wert, Ohio 45891

Reference Number	SR02596	
Date	Vehicle	Status
11/22/2016	Charger	Quote

Shipping			
<input type="checkbox"/> Ship to Shop	<input checked="" type="checkbox"/> Build	<input type="checkbox"/> Deliver	
<input type="checkbox"/> Pull From Inventory			
<input type="checkbox"/> Manufacturer Ship Direct			

Customer Information

Purchaser Name	Strongsville Police Department
Contact Name	Mike Graziani
Mailing Address	18688 Royalton Rd.
City, State & Zip	Strongsville, OH 44136

Contact Information

Email	mike.graziani@strongsville.org
Phone	440-580-3238
Fax	440-343-1644
Alt. Contact	

Supporting Information

Sales Rep Name	Steve Rick
Customer PO #	
Delivery Address	
City, State & Zip	

Notes Section: Equipment for (4) '17 Dodge Charger with installed equipment. Exterior Color - PX8 (Pitch Black), Interior Color - C8X9, Black Cloth Front Buckets & Rear Bench

QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options
4	Charger	BASE	3.6L V6 engine	\$21,122.00	\$ 84,488.00	
4	Charger	EE48	All Wheel Drive includes 29A, 5.7L V8 with fuel saver technology	\$ 2,100.00	\$ 8,400.00	
4	Charger	CK-1	Black vinyl floor covering	\$ 99.00	\$ 396.00	
4	Charger	GUK	Heated Mirrors	\$ 59.00	\$ 236.00	
4	Charger	CW6	Rear door windows and handles deactivated	\$ 45.00	\$ 180.00	
4	Charger	GXF	Single key system	\$ 120.00	\$ 480.00	
4	Charger	W8A	Full wheel covers	\$ 39.00	\$ 156.00	
4	Chrysler	SLU	LED spotlight upgrade	\$ 225.00	\$ 900.00	
4	Chrysler	Delivery	Delivery Charge (\$0.25 x 362 miles, roundtrip)	\$ 90.00	\$ 360.00	

EXHIBIT A

DODGE CHARGER 1

Steve Rick
 SteveRick@StatewideFord.com

P: 440-503-8710

F: 866-832-4430

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 088

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF A 2017 CHEVY TAHOE EMERGENCY VEHICLE, WITH BASIC OPTIONS AND APPURTENANCES, FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS 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 a 2017 Chevy Tahoe emergency vehicle with certain basic options and appurtenances, (Contract No. RS900917, Index No. GDC050) for use by the Police Department.

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

Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for the purchase through **BYERS CHEVROLET**, of a 2017 Chevy Tahoe emergency vehicle with certain basic options and appurtenances, for use by the Police Department of the City in a total amount not to exceed \$35,246.00, as itemized on Exhibit A, attached hereto and incorporated herein, which the Department has entered into pursuant to Revised Code Section 5513.01(B).

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchase 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 – 088
Page 2

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

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

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

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-088 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



www.byersauto.com

3/17/2017

City of Strongsville, Ohio
State of Ohio contract# RS900917

2017 Chevrolet Tahoe 4wd Special Service package	\$34,193.00
5HP 6 additional keys	38.00
6J3 grill/siren wiring	90.00
6J4 horn/siren wiring	39.00
Delete spotlight	(100.00)
9G8 delete running lights	48.00
A95 bucket seat w/ console	248.00
PZX aluminum wheels	580.00
Delivery charge	110.00
Total	\$35,246.00

Thank you for the opportunity, feel free to contact me with any questions.

Sincerely,

Tom Allen
Fleet Sales Manager
Byers Chevrolet/Byers Ford/Byers Chrysler, Dodge, Jeep, Ram
5887 N. Meadows Dr.
Grove City, Ohio 43123
Direct 614) 782-2738
Fax 614) 782-2720
Mobile 614) 353-8961



PO Box 16513 • Columbus, OH 43216-6513



CHEVY TAHOE 1

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 089

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF ONE (1) 2017 FORD UTILITY INTERCEPTOR VEHICLE, FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of the Ohio Department of Administrative Services for the purchase of 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) 2017 Ford Utility Interceptor vehicle with certain basic options and appurtenances (Contract No. RS900917, Index No. GDC050), for use by the Police Department.

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

Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for the purchase through **LEBANON FORD, INC.** of one (1) 2017 Ford Utility Interceptor with certain basic options and appurtenances, in a total amount not to exceed \$30,450.00, for use by the Police Department of the City, as itemized on Exhibit A attached hereto and incorporated herein, which the Department has entered into pursuant to Revised Code Section 5513.01(B).

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

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 – 089
Page 2

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

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

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

_____ 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. 2017-089 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

LEBANON FORD™ COMMERCIAL

EXPLORER 4-DOOR **2017 4DR AWD POLICE**
3.7 L V6 ENGINE
6-SPEED AUTO TRANSMISSION

Exterior
OXFORD WHITE
Interior
CHARCOAL BLACK INTERIOR CLOTH
BUCKETS CLOTH REAR SEATS

EXTERIOR

- . 245/55R18 A/S POLICE TIRES
- . 18" H.D. STEEL WHEELS
- . 18" WHEEL HUB CAP
- . FULL SIZE 18" SPARE W/TPMS
- . DUAL POWER MIRRORS
- . INTEGRATED SPOTTER MIRRORS & AUDIO CONTROLS
- . HALOGEN HEADLAMPS
- . PRIVACY GLASS 2ND/3RD ROW
- . DUAL EXHAUST SYSTEM
- . GRILLE - BLACK
- . KEY LOCKS (DR/PASS/LFTGT)
- . EASY FUEL CAPLESS FILLER

FUNCTIONAL

- . ALL WHEEL DRIVE SYSTEM
- . COLUMN MOUNTED SHIFTER
- . HEAVY DUTY 78-AMP BATTERY
- . 220 AMP ALTERNATOR
- . POLICE BRAKES: 4 WHL DISC W/ ABS & TRACTION CONTROL
- . HEAVY DUTY SUSPENSION
- . POWER STEERING W/EPAS
- . ENGINE OIL COOLER
- . TRANSMISSION OIL COOLER
- . POWER LOCKS AND WINDOWS
- . AM/FM SINGLE CD/MP3, 6SPKR
- . ADJUST PEDALS, NON MEMORY
- . BATTERY SAVER FEATURE
- . POWERPOINTS (2)

INTERIOR

- . BLACK VINYL FLOOR COVERING
- . PWR DR SEAT/6-WAY/M LUMBAR
- . MANUAL PASS SEAT - 2-WAY
- . CLOTH BUCKET FRONT SEATS
- . 60/40 SPLIT VINYL REAR TILT STEERING WHL/ CRUISE & AUDIO CONTROLS
- . 1-TOUCH DOWN DRIVER WINDOW
- . A/C W/MANUAL CLIMATE CONTROL, SINGLE ZONE
- . CERTIFIED SPEEDOMETER
- . ENGINE HOUR / IDLE METER
- . CONSOLE MOUNTING PLATE
- . UNIVERSAL TOP TRAY
- . RED / WHITE DOME LAMP

SAFETY/SECURITY

- . 75 MPH REAR-CRASH TESTED
- . ADVANCETRAC WITH RSC
- . AIRBAGS - FRONT AND SIDE
- . AIRBAGS - SAFETY CANOPY
- . PERSONAL SAFETY SYSTEM
- . SOS POST CRASH ALERT SYS
- . TIRE PRESSURE MONITOR SYS

WARRANTY

- . 3YR/36K MILE WARRANTY

STANDARD STATE BID PRICE	\$26,005.00
Included on this Vehicle	
EQUIPMENT GROUP 500A	
Optional Equipment	
2017 MODEL YEAR	
BLACK	
CHARCOAL CLT FRT/VINYL RR	
3.7 L V6 ENGINE	
6-SPEED AUTO TRANSMISSION	
REMOTE KEYLESS ENTRY 595	STD.
DARK CAR LAMP 43D	\$19.00
REVERSING SENSING 76R	\$268.00
HEADLIGHT PREP 86P	\$124.00
DRIVER SIDE SPOTLIGHT 51Y	STD.
SIDE HEATED MIRRORS 549	\$59.00
KEYED ALIKE 1284X 59B	\$50.00
SYNC 53M	\$294.00
REAR CARGO LIGHT 17T	\$49.00
SECURE IDLE 47A	\$255.00
PWR WINDOW DISABLE 18W	\$24.00
TAILLIGHT PRE DRILL 86T	\$59.00
REAR AC AUX 17A	\$596.00
BLIND SPOT MONITOR 55B	\$495.00
DRIVER SIDE BALLISTIC 90D	\$1,580.00
SIDE MIRROR LED 63B	\$284.00
GRILL WIRING 60A	\$49.00
FRONT LICENSE PLATE BRACKET	N/C
DELIVERY FEE	\$240.00

TOTAL STATE BID PRICE
\$30,450.00 PER UNIT

* Options listed that are not included in State Bid are priced 3% above invoice or less.

ok Bud Dennis

BRAD DENNIS / LEBANON FORD
513-696-1162



FORD SUV

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 090

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF A 2017 FORD F-150 PICK-UP, WITH BASIC OPTIONS AND APPURTENANCES, FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS 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 a 2017 Ford F-150 pick-up vehicle with certain basic options and appurtenances, (Contract No. RS901017, Index No. GDC093) for use by the Police Department.

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

Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for the purchase through **MIDDLETOWN FORD, INC.**, of a 2017 Ford F-150 pick-up vehicle with certain basic options and appurtenances, for use by the Police Department of the City in a total amount not to exceed \$27,813.62, as itemized on Exhibit A, attached hereto and incorporated herein, which the Department has entered into pursuant to Revised Code Section 5513.01(B).

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

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 – 090
Page 2

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

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

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

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-090 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

Middletown Ford Fleet Department
 1750 N. Verity Parkway
 Middletown, OH 45042
 (513) 420-8700

ashley.hillis@middletownford.com
darco.murphy@middletownford.com

To whom it may concern,

Thank you for allowing Middletown Ford to bid on your:

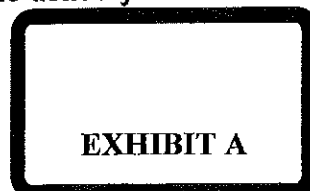
Vehicle Information							Date: 04/03/2017
Item #	Year	Make	Model	Trim	Body Style	Color	No. of Units
17AT	2017	FORD	F-150	XL	EXT CAB 4X4	OXFORD WHITE	1

Buyer Information					
Name	Address	City	State	Zip Code	Phone Number
Strongsville					

Vehicle Bid (Per Unit)			Amount Due At Inception:	
Item ID No.	Description	Selling Price	[Down Payment:]	\$0.00
	2017 F-150	\$25,213.65	[Rebate(s):]	\$0.00
	ADDITIONAL KEY	\$250.00		
	BED LINER	\$340.00		
	TOW HITCH/7-PIN PLUG/BRAKE CONTROLLER	\$260.00		
	SSV PACKAGE	\$48.41	N/A	
	5.0 v8	\$1,701.56		
		\$0.00	[Trade(s):]	
		\$0.00		
		\$0.00	Trade 1	\$0.00
	Delivery	\$0.00	Trade 2	\$0.00
	Title Fee	\$0.00	Trade 3	\$0.00
	Reg. Fee (45-Day Tag)	\$0.00		
	Other Fees	\$0.00		
	Total Due	\$27,813.62	Total Credits	\$0.00

We would also like to announce that we participate in the state's Minority Business Enterprise (MBE) Program. Please see attached documents for further details. We greatly appreciate you giving Middletown Ford the opportunity to earn your business! The above quote is good for 30 days unless otherwise specified. State bids follow bid terms as specified in the state contract. **PLEASE NOTE: Any upfits such as Dump Bodies, Utility Bodies, Snow Plows etc. May add up to 6-8 weeks onto vehicle delivery time on state bid.**

WE ALSO ACCEPT TRADE-INS!



Sincerely,

FORD F-150

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 091

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE APPROVING PURCHASES OF SUPPLEMENTAL SPECIALTY ITEMS, EQUIPMENT, PAINTING, AND INSTALLATION OF ACCESSORIES NECESSARY TO PROPERLY OUTFIT NEW VEHICLES SEPARATELY PURCHASED FOR USE BY THE POLICE DEPARTMENT; AUTHORIZING THE MAYOR TO ENTER INTO CONTRACTS WITH VARIOUS VENDORS, WITHOUT PUBLIC BIDDING; AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of separate Ordinances, this Council has authorized purchase of various new Police Department vehicles through the Ohio Department of Administrative Services; and

WHEREAS, after purchase of such new vehicles, they must be outfitted with certain supplemental specialty items, equipment, painting, and installation of additional accessories in order to render them fully operational for use by the Police Department; and

WHEREAS, various reliable local vendors recognized within the law enforcement community are able to provide the specific equipment and installation of accessories on an expedited basis at most advantageous prices; and

WHEREAS, the Police Department, therefore, recommends and seeks authority to proceed without public bidding for such purchases and contracts.

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 that the City's Police Department is in need of purchasing certain supplemental specialty items, equipment, painting, and installation of accessories in order to properly outfit and operate a number of new Police vehicles.

Section 2. That this Council, therefore, 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 Police Department of the City of Strongsville, in that it is immediately necessary to enter into contracts, without public bidding, with **STATEWIDE EMERGENCY PRODUCTS, PARR PUBLIC SAFETY EQUIPMENT, and C.B. GRAPHICS**, for such various supplemental new vehicle specialty items, equipment, painting, and installation of accessories to ensure efficient Police Department operations and to protect the health, safety and welfare of the residents.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 – 091
Page 2

Section 3. That, for the reasons aforesaid, this Council hereby approves and authorizes the Mayor's entering into various purchases and contracts with **STATEWIDE EMERGENCY PRODUCTS (\$45,401.00 – Exhibits A and B), PARR PUBLIC SAFETY EQUIPMENT (\$9,154.00 – Exhibits C and D) and C.B. GRAPHICS (\$2,625.00 – Exhibit E)**, without public bidding, in a total amount not to exceed \$57,180.00, for various supplemental specialty items, equipment, painting, and installation of accessories into various new Police vehicles, and as more fully set forth in Exhibits A through E, attached hereto and incorporated herein by reference.

Section 4. That the funds for the purposes of this Ordinance 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 contracts in order to maintain continuity in the operation of the City's Police Department, to protect the health, safety and welfare of the residents, 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.

 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. 2017-091 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

Statewide Emergency Products
 1108 W. Main St.
 Van Wert, OH 45891

Reference Number	SR02801
Date	3/17/2017
Vehicle	Charger
Status	Quote

Shipping		
<input type="checkbox"/> Ship to Shop	<input checked="" type="checkbox"/> Build	<input type="checkbox"/> Deliver
<input type="checkbox"/> Pull From Inventory		
<input type="checkbox"/> Manufacturer Ship Direct		

2017

Customer Information

Purchaser Name	Strongsville Police Department
Contact Name	Mike Graziani
Mailing Address	18688 Royalton Rd.
City, State & Zip	Strongsville, OH 44136

Contact Information

Email	mike.graziani@strongsville.org
Phone	440-580-3238
Fax	440-343-1644
Alt. Contact	

Supporting Information

Sales Rep Name	Steve Rick
Customer PO #	
Delivery Address	
City, State & Zip	

All equipment to be transferred must be in good working condition.

QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options
4	Setina	TRANSFER	Transfer kit for 10SRP w/ recessed panel, lower extension panels, '17 Charger, installed	\$ 250	\$ 1,000	
4	Setina	BARRIERS	Window guards, steel bars, set of 2, '17 Charger, installed	\$ 195	\$ 780	
4	Setina	TK1189CGR11	Trunk tray, '17 Charger	\$ 400	\$ 1,600	
4	Whelen	GD8	Legacy 48" light bar, dual color, 1/2 Red & 1/2 Blue with Write as secondary color in front and rear, MKEZ82 hook kit	\$ 1,999	\$ 7,996	
4	Whelen	CCSRNTA3	Cencom siren and switch controller	\$ 995	\$ 3,980	
4	Whelen	ETSS100N	100 watt speaker and bracket ETSS100CCKDC11	\$ 170	\$ 680	
4	Whelen	ENFFTSSMS6R	FIT LED light head, Red (grill light)	\$ 70	\$ 280	
4	Whelen	ENFFTSSMS6B	FIT LED light head, Blue (grill light)	\$ 70	\$ 280	
8	Whelen	XT3-DL2	Bracket for grill light	\$ 15	\$ 120	
4	Statewide Emergency Products	INSTALL	Removal of the following existing equipment & installation of that equipment and new equipment: *Whelen Liberty light bar *Whelen ION LED light heads for rear deck Red-driver side & Blue-passenger side *Setina recessed partition *Setina dual weapon mount *Cruisers prisoner seat	\$ 2,999	\$ 11,996	

Steven Rick
 steverick@statewideford.com

Direct: 440-503-8710

Fax: 866-832-4430



4	Troy	FP-W/C10285909	*ShoME 3 DC outlet adapter box	\$	-	-
4	Troy	CM-SMDT-SA-LED	*Troy CC-B-CH22 console with dual cup holder and arm rest pad	\$	-	-
8	Soundoff Signal	EMPS2STS4J	*Havis docking station (new) with internal power *Havis charge guard	\$	-	-
			*XTL2500 Radio with Antenna	\$	-	-
			*CDM1250 Radio with Antenna	\$	-	-
			*5 watt external speaker for 2-way radio	\$	-	-
			*Digital COPS camera system - front and rear cameras, body mic, external antenna	\$	-	-
			Docking station with internal power supply and high gain antenna for Panasonic CF31	\$	-	-
			4" face plate for Cencom Siren	\$	30	120
			Console side computer mount assembly w/ swing arm for Havis docking station	\$	125	500
			mPower 4" dual color Red/Blue flush-mounted lights for new window guards	\$	110	880

SubTotal \$ 30,212
Shipping
Installation
Tax Rate 0.00%
Total \$ 30,212.00

Steven Rick
steverick@statewidedford.com

Direct: 440-503-8710

Fax: 866-832-4430

Statewide Emergency Products
 1108 W. Main St.
 Van Wert, OH 45891

Reference Number	SR02804		
Date	Vehicle	Status	
3/17/2017	Utility	Quote	

Shipping			
<input type="checkbox"/> Ship to Shop	<input checked="" type="checkbox"/> Build	<input type="checkbox"/> Deliver	
<input type="checkbox"/> Pull From Inventory			
<input type="checkbox"/> Manufacturer Ship Direct			

2017

Customer Information

Purchaser Name	Strongsville Police Department
Contact Name	Mike Graziani
Mailing Address	18688 Royalton Rd.
City, State & Zip	Strongsville, OH 44136
Notes Section:	This quotation is for the K9 equipment and installation of equipment into a 2017 Ford Utility Interceptor.

Contact Information

Email	mike.graziani@strongsville.org
Phone	440-580-3238
Fax	440-343-1644
Alt. Contact	

Supporting Information

Sales Rep Name	Steve Rick
Customer PO #	
Delivery Address	SEP for install
City, State & Zip	

Shipping charges and additional installation charges listed below for K9 insert, storage box system, weapon mount, and computer mount

QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options
1	Statewide Emergency Products	INSTALL	Installation charge for removing Digital COPS camera system from existing K9 unit in a Ford CVP1 and reinstalling camera system in a 2017 Ford Utility Interceptor (any brackets or cables needed for the '17 Utility must be provided by customer)	\$ 210	\$ 210	-
1	Whelen	SLU	LED spotlight upgrade	\$ 235	\$ 235	-
1	Secure Idle	SI	Secure Idle	\$ 295	\$ 295	-
1	Soundoff Signal	New HLF	Headlight flasher, installed	\$ 259	\$ 259	-
1	Statewide Emergency Products	MCL	Marked vehicle package, installed	\$ 6,069	\$ 6,069	-

Package includes the following equipment:
 *Whelen 48" Legacy light bar dual color, 1/2 Red & 1/2 Blue
 White is secondary color for front & Amber is secondary color in rear

Steven Rick
 steverick@statewideford.com

Direct: 440-503-8710



Fax: 866-832-4430

1	Statewide Emergency Products	SCL	LED rear cargo side window lights, dual color, installed	\$ 399	\$ 399	-
1	Statewide Emergency Products	CR4	4-Pac LED flush-mount lights installed on trim of hatch	\$ 329	\$ 329	-
1	Statewide Emergency Products	RWD	(2) LED dual color, Red/Blue lights installed under spoiler	\$ 450	\$ 450	-
1	Statewide Emergency Products	SRD	Remote node (required for dual color lights)	\$ 150	\$ 150	-
1	Havis	DS-PAN-112-2	Docking station w/ internal pwr & high gain antenna	\$ 899	\$ 899	-
1	Troy	CM-SMDT-SA-LED	Console-side computer mount assembly - includes swing arm, motion device, accommodates Havis dock	\$ 495	\$ 495	-
1	Cruisers	RMK	Radar mounting kit to transfer MPH BEE III radar	\$ 125	\$ 125	-
1	Ray Allen	F3	Heat Alert & Door Popper System	\$ 950	\$ 950	-
1	Ray Allen	EZ1INSUV	K9 insert, '17 Ford Utility Interceptor	\$ 1,950	\$ 1,950	-
1	Ray Allen	EZLO1	Kennel interior dome light, Red & White	\$ 30	\$ 30	-
1	Ray Allen	MD10	Kennel fan	\$ 60	\$ 60	-
1	Setina	TK0248ITU12	Storage box system - Includes two sliding drawers with combination locks	\$ 1,100	\$ 1,100	-
1	Setina	TPA9289	Electronics tray	\$ 320	\$ 320	-
1	Setina	SVW	Single weapon mount (mount to storage box)	\$ 399	\$ 399	-
1	Setina	TF0237ITU12	Freestanding bracket kit for storage box system (needed to mount with K9 insert)	\$ 65	\$ 65	-
			SubTotal	\$ 14,789		
			Shipping	\$ 400		
			Installation			
			Tax Rate	0.00%	\$ -	
			Total	\$ 15,189.00		

*Whelen Gencom siren and switch controller
 *100 watt speaker
 *Dual color grill lights, Red/White & Blue/White
 *Dual color front corner lights, Red/White & Blue/White
 *Red LED inserts (tail light location)
 *Blue LED inserts (tail light location)
 *Troy CC-MC-18 console with dual cup holder and arm rest pad

ADDED TO WARNING LIGHT PACKAGE:

Steven Rick
 steverick@statewideford.com

Direct: 440-503-8710

Fax: 866-832-4430



Cleveland

Quote

8291 Darrow Rd
Twinsburg, OH 44087

Ph: 855-387-3911
Fax: 855-362-5616

Date	Quote #
3/27/2017	3718

www.parrpse.com

Name / Address
Strongsville Police Dept Mike Graziani 16099 Foltz Industrial Pkwy Strongsville, OH 44136

Terms	FOB	Rep	Entered By
Net 30	Twinsburg, Oh	DB	DB

Item	Description	Qty	Cost	Total
	2017 F150.....			
GB8SP3J	48" Legacy Two Color Lightbar Red, Blue.	1	1,999.00	1,999.00
SLPMMRB	Slimlighter Super-LED - Red/Blue (rear window)	1	291.00	291.00
CCSRNTA3	CenCom Sapphire Smart Siren System for Lights & Siren w/ TA Control, Programmable #CCSRNTA3	1	1,095.00	1,095.00
VTX609R	Vertex LED, Single Light w/ 9' Cable, Red (rear taillight)	1	65.00	65.00
VTX609B	Vertex LED, Single Light w/ 9' Cable, Blue (rear taillight)	1	65.00	65.00
VTX609C	Vertex LED, Single Light w/ 9' Cable, White (front corners)	2	65.00	130.00
IONR	ION Super- LED Lighthouse, Red (grill light)	1	110.00	110.00
IONB	ION Super-LED Lighthouse, Blue (grill light)	1	110.00	110.00
IONR	ION Super- LED Lighthouse, Red (rear plate light)	1	110.00	110.00
IONB	ION Super-LED Lighthouse, Blue (rear plate light)	1	110.00	110.00
IONBKT1	License Plate Bracket for 2 ION Lighthouses, Horizontal Mount	1	24.00	24.00
2101	Cocsole floor plate F150	1	65.00	65.00
CIRCUIT BREA...	Safety Circuit Breaker	1	45.00	45.00
INSTALL	Installation of warning equipment.....Remove vehicle lighting from present F150.....Transfer departments console into new F150 plus install above listed items and departments radios. Department will supply all radio equipment.	1	1,295.00	1,295.00
Install Supplies	Misc installation hardware, wire, connectors, breakers/fuses, supplies	1	75.00	75.00
Total				\$5,589.00

EXHIBIT C



Cleveland

Quote

8291 Darrow Rd
Twinsburg, OH 44087

Ph: 855-387-3911
Fax: 855-362-5616

Date	Quote #
3/27/2017	3723

www.parrpse.com

Name / Address
Strongsville Police Dept Mike Graziani 16099 Foltz Industrial Pkwy Strongsville, OH 44136

Terms	FOB	Rep	Entered By
Net 30	Twinsburg, Oh	DB	DB

Item	Description	Qty	Cost	Total
	2013 Tahoe-2018 Tahoe Safety Directors Vehicle			
CCSRNTA3	CenCom Sapphire Smart Siren System for Lights & Siren w/ TA Control, Programmable #CCSRNTA3	1	1,095.00	1,095.00
36-009	TufBox Security Drawer for SUVs, Wide Box, 48W x 32D 12H	1	935.00	935.00
Freight	Freight Charge	1	75.00	75.00
Install Supplies	Misc installation hardware, wire, connectors, breakers/fuses, supplies	1	65.00	65.00
INSTALL	Install listed equipment. Plus strip departments current Tahoe and transfer listed items into departments new Tahoe.....Front inner edge, Console, side rear hatch ions, rear window dominator, speaker and bracket, Console and Radio.	1	1,395.00	1,395.00

EXHIBIT D

Total			\$3,565.00
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Strongsville Police Dept.
Mike Graziani 440-580-3238

New premium cast metallic graphics for police cruisers with installation
5 vehicles at \$525.00 each

\$2,625.00



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 092

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A COMMUNITY GARDEN LICENSE AGREEMENT WITH SOUTHWEST GENERAL HEALTH CENTER IN CONNECTION WITH THE COMMUNITY GARDEN PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, Southwest General Health Center ("SWGHC") is the owner of certain real property located on Pearl Road, in Strongsville, Ohio, and known as Permanent Parcel No. 397-17-083, as more fully identified and depicted on Exhibit "A", attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, the City of Strongsville ("City") is desirous of utilizing a certain portion of the SWGHC property for the purpose of creating, developing, constructing and maintaining a Community Garden for the benefit of the residents of the City; and

WHEREAS, SWGHC and the City wish to memorialize the terms by which SWGHC shall allow the City permission to enter upon a portion of the Property to conduct community gardening activities; and

WHEREAS, SWGHC and the City are desirous of entering into a Community Garden License Agreement, as more fully set forth in Exhibit "B" attached hereto and incorporated herein by reference, in order to provide an area to conduct such community garden activities.

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 authorizes and directs the Mayor to enter into a Community Garden License Agreement with Southwest General Health Center, substantially in the form attached hereto as Exhibit "B", subject to the approval of the Law Director, for the purposes of creating, developing, constructing and maintaining a Community Garden for the benefit of the residents of the City, in order to conduct community garden activities.

Section 2. That the Mayor be and is hereby authorized to execute the Community Garden License Agreement and to do all things necessary to carry out the provisions thereof.

Section 3. That the funds for the purposes of said License Agreement shall be paid from the General Fund.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 092
Page 2

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, property, health, safety and welfare of the City, and for the further reason that it is necessary to enter into the aforesaid license agreement in order to provide an area to conduct community gardening activities for the benefit of residents. 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. 2017-092 Amended: _____

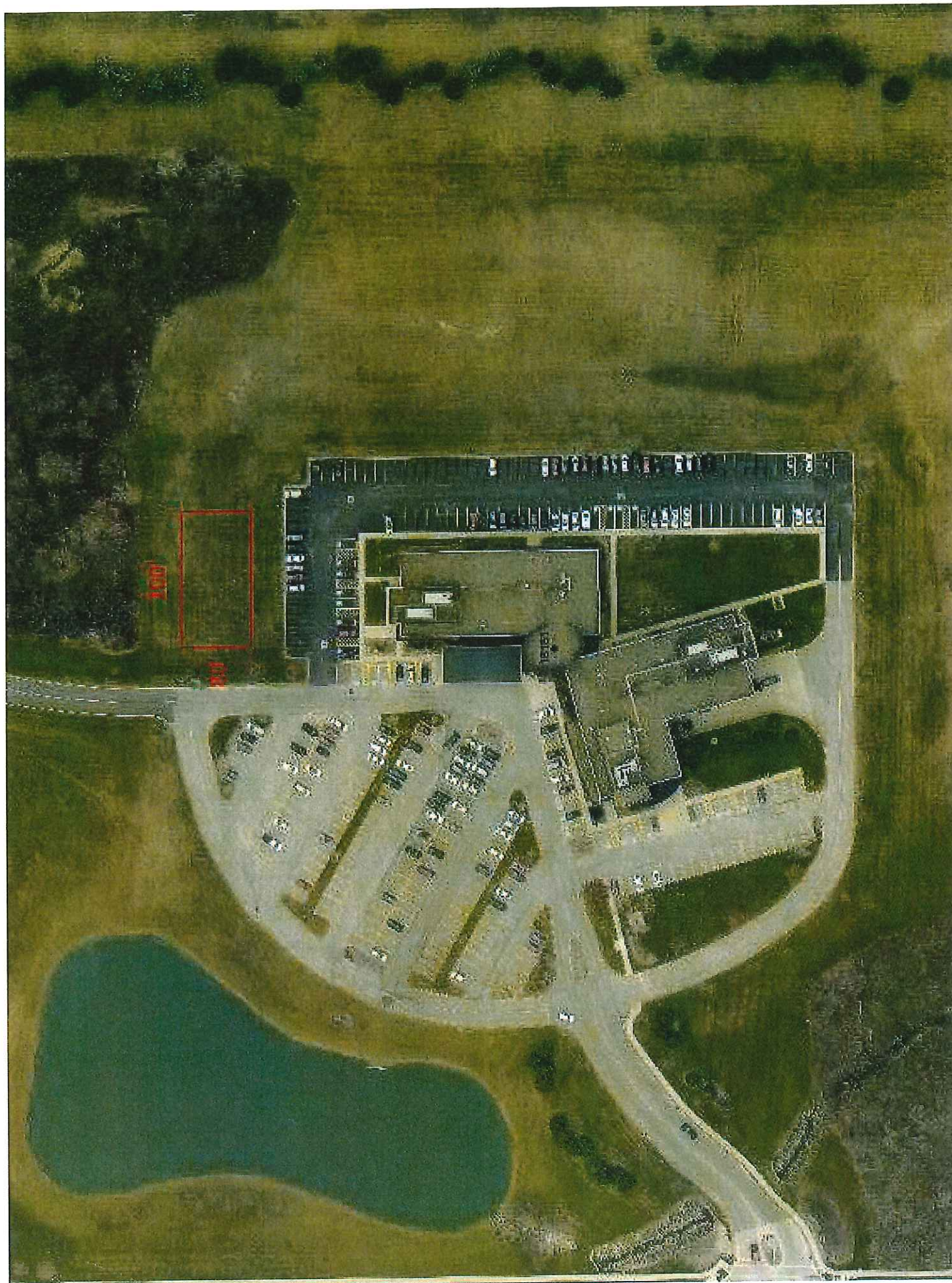
1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____



COMMUNITY GARDEN LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2017, by and between the **CITY OF STRONGSVILLE**, a municipal corporation organized and existing pursuant to law, ("Licensee") and **SOUTHWEST GENERAL HEALTH CENTER**, an Ohio non-profit corporation ("Licensor").

RECITALS:

WHEREAS, Licensor is the owner of certain real property located on Pearl Road, Strongsville, Ohio, known as Permanent Parcel No. 397-17-083 ("the Property"); and

WHEREAS, Licensee and Licensor wish to memorialize, in this Agreement the terms by which the Licensor shall allow Licensee permission to enter upon a portion of the Property to conduct community gardening activities.

NOW, THEREFORE, in consideration of the mutual promises herein contained, Licensor and Licensee hereby mutually undertake, promise and agree, each for itself, and its successors and assigns, as follows:

1. **Definitions.** As used herein, the following terms shall have the following designated meanings:

1.1. **"Garden Area" or "Licensed Area"** shall mean the portion of the Property identified and depicted on Exhibit A, attached hereto and incorporated herein by reference to be used for the Garden (defined below) and over those portions of the Property owned by Licensor necessary for Licensee to access the Garden Area.

1.2. **"Garden"** shall mean the community garden to be created under the terms of this License Agreement within the Garden Area/Licensed Area.

1.3. **"Operating Hours"** shall mean sunrise to sunset or such other times as the Licensor may establish by written notice to licensee.

2. License and Premises.

2.1. **Grant of License.** Licensor hereby grants to Licensee a non-exclusive, revocable License to enter upon the Garden Area to maintain a community garden. Licensor shall also have a non-exclusive, revocable License over those portions of the exterior of the Property owned by Licensor necessary for Licensee to access the Garden Area.

2.1.1. Development and Maintenance

2.1.1.1. At the sole cost and expense of the Licensee, Licensee shall maintain (and cause its residents, gardeners, volunteers and others who assist with the development,

construction and/or maintenance of the Garden [“Gardeners”] to maintain) the Garden Area in accordance with applicable Laws (defined later herein), and the Strongsville Community Garden Rules and Regulations, as same may be amended (attached hereto as Exhibit C and incorporated herein; “Rules and Regulations”). In the event the Licensee desires to make any adjustments to the size of the Garden Area or any amenity associated with the Garden prior to or after installation of the Garden, the Licensee shall submit plans to Licensor for approval prior to making any changes, which approval may be withheld in the sole discretion of Licensor.

2.1.1.2. Licensee shall pay for the design, construction, and installation of any and all signs and other improvements proposed for the Garden Area, the design and locations of which shall be subject to the approval of Licensor, which approval may be withheld in the sole discretion of Licensor.

2.1.1.3. All Gardeners shall be required to sign a Waiver in the form set forth on Exhibit B prior to their participation in any Garden development, construction or maintenance activities releasing Licensor and Licensee from any liability for injury to the Gardener while on the Property.

2.1.1.4. Licensee shall maintain the Garden (and cause same to be maintained by the Gardeners) in good, attractive, weeded condition, in accord with the Rules and Regulations, applicable Laws (defined later herein) and any reasonable Licensor standards and rules and regulations as Licensor may from time to time adopt with respect to the Garden Area and the Property (“Licensor Rules and Regulations”).

2.1.2. Use

2.1.2.1. Licensee agrees that all work performed in the Garden Area in accordance with the terms of this Agreement shall be performed fully free of charge and provided at no expense to the Licensor. Licensee agrees to incur the full costs associated with all work performed in the Garden Area in accordance with this Agreement but Licensee may charge a fee to users of the Garden in accordance with Licensee’s Rules and Regulations. Licensee shall not pay any fee to Licensor for use of the Garden Area.

2.1.2.2. Licensee shall restrict access to or use of the Garden to Gardeners and their guests as permitted in the Rules and Regulations and any Licensee staff accessing the Garden for maintenance, supervision and other reasonable purposes of Licensee.

2.1.2.3. In the event Licensee wishes to expand its efforts to offer or coordinate public classes or events including a farmer’s market, it shall submit a written request to the Licensor for approval at least (30) days before the proposed date of the activity, which approval shall be subject to Licensee’s compliance with all applicable Laws. Any public events or activities shall be subject to the Licensor’s insurance and indemnification requirements.

2.1.2.4. Licensee shall not and shall specify that its Gardeners (and their permitted guests) shall not: (1) enter any buildings or structures on the Property (“Buildings”) for

access to restrooms, potable water or otherwise; (2) make any improper, objectionable or unpleasant noises, or otherwise interfere in any way with any occupants of the Buildings or their operations therein; (3) solicit business or distribute, or cause to be distributed, in any portion of any of the Buildings, handbills, promotional materials or other advertising; or (4) conduct or permit other activities in the Garden Area or otherwise on the Property that might, in Landlord's sole but reasonable opinion, constitute a nuisance. Licensee shall specifically prohibit any Gardener (or their permitted guests) to have, or use, any alcoholic beverages or illegal drugs while on the Licensed area or other contiguous property of the Licensor. In the event of use related conflicts that Licensee is unable to resolve to Licensor's satisfaction, Licensor may suspend Licensee's operations to resolve any such use related conflicts.

2.2. Operating Hours of Licensed Premises. Access to the Garden Area (and Property for access to such Garden Area) for the activities associated with community gardening shall occur only between sunrise and sunset, or as otherwise directed by Licensor.

2.3. Limitations on Use. Licensee understand and agrees that the license herein granted is non-exclusive and that this license does not guarantee Licensee's or any Gardener's access to the Property at all times. Licensee agrees that Licensor shall have the right to request that any Gardener (or guest) vacate the Licensed area for any reason, and following reasonable time required for such Gardener or guest to so vacate, the Gardener or guest shall be consider a trespasser on Licensed Property.

2.4. Lawful Business Use/Compliance with Laws. While on the Property, Licensee shall comply and use its best efforts to ensure that all of its Gardeners, licensees, employees and invitees comply with all applicable present and future laws, orders, directives and regulations of all applicable state, county, federal, municipal and local governments, departments, commissions, bureaus and boards and any applicable directives or directions of any public officer acting under or pursuant thereto (collectively, "Laws").

Throughout the term of this Agreement and any extension or renewal thereof, Licensee shall not allow the Licensed Area or any part thereof or of the Property to be used for any immoral or illegal purposes and shall not allow, suffer, or permit such Area or the Property to be used for any purpose, business, activity, use, function, or event to which Licensor objects in writing after Licensor receives notice or acquires knowledge of such use.

3. Term of Agreement

3.1. Term. The term of this Agreement shall be for one (1) year, renewable annually for five (5) additional terms of one (1) year each, unless earlier terminated as provided herein.

3.2. Termination. Either party may terminate this Agreement without cause by providing the other party ninety (90) days written notice. In such event, Licensee shall remove all garden plants and improvements and otherwise vacate the licensed premises on or before the expiration of such ninety (90) day period in accordance with this Agreement. In the event of a holdover by Licensee beyond such (90) day period, Licensor may, in addition to and without waiver of any other rights or remedies under law, immediately re-enter and

take possession of the Licensed Area and any Garden property found thereon, with or without process of law.

3.3. Earlier Termination. Notwithstanding anything in this Agreement to the contrary, this Agreement may terminate upon less than ninety (90) days' notice under any of the following circumstances:

3.3.1. Should the Property or an essential part of the Garden Area used by Licensee be totally destroyed by fire, flood, or other casualty, this Agreement shall immediately terminate.

3.3.2. In the case of partial destruction of the Garden Area used by Licensee, either party may terminate this Agreement within ten (10) days following such partial destruction, such notice to be given not less than ten (10) days prior to the date specified in such notice for the date of termination.

3.3.3 Sale of any part of the Property or entering into a contract to do so.

3.3.4 Condemnation of any part of the Property.

3.3.5 Notice from Licensor that it intends to construct improvements, addition(s) to or otherwise develop any part of the Property that in Licensor's sole opinion will conflict with Licensee's continued use of the Garden Area. In the event any of the circumstances provided in Section 3.3.3, 3.3.4 or 3.3.5 herein occur, Licensor may terminate this Agreement by giving written notice to Licensee specifying the date of termination, such notice to be given not less than ten (10) days prior to the date specified in such notice for the date of termination.

3.3.6 Default of Licensee pursuant to Section 7 herein.

4. Duties of Licensee.

4.1. In consideration of Licensor's granting Licensee the license hereunder Licensee shall:

4.1.1. Provide all services and functions for the Garden in accordance with the Rules and Regulations, Laws and any Licensor Rules and Regulations.

4.1.2. Provide continuous clean-up of all trash, weeds and other debris in the Garden Area, as well as any area immediately adjacent to the Garden or areas of the Property used to access the Garden Area that is caused or created by Licensee, or any of its Gardeners, employees, members, servants, agents, invitees, licensees, patrons, or guests.

4.1.3. Maintain Garden and equipment and pay for any required maintenance resulting from operation of the Garden, including but not limited to upkeep of irrigation, soil amenities, pathways and fencing.

4.1.4. Pay for all damages to the Property caused directly or proximately by Licensee, or its equipment, or any of its employees, members, Gardeners, servants, agents, invitees, licensees, patrons, or guests and not a result of normal wear and tear that would have occurred had Licensee not operated within the Property.

4.1.5. The Licensee shall return the Garden Area and Property to the same condition and degree of cleanliness or better that it was in prior to the commencement of the use promptly at the expiration or earlier termination of this License (reasonable wear and tear excepted), and shall remove any item(s) of property left or placed in or on the Property by Licensee or any Gardener or other invitee or licensee promptly at the expiration or earlier termination of this License.

5. Assignment. Licensee shall not assign this Agreement or any of its privileges hereunder, either voluntarily or involuntarily, without the prior written consent of Licensor, which may be withheld in Licensor's sole discretion.

6. Alterations. Licensee shall not make, or permit to be made, any improvements, alterations or other modifications on or to the Property or Licensed Area without the prior written approval of the Licensor, which may be withheld in Licensor's sole discretion.

7. Default and Cancellation. In the event Licensee is in breach or default of any of the terms and conditions of this Agreement or violates any Laws and thereafter fails or refuses to perform or correct the conditions constituting a breach or default or violation within fifteen (15) days of written notice thereof, this License shall be deemed revoked and forfeited without further notice or demand, and all rights of Licensee hereunder shall be terminated.

8. Indemnification/Insurance.

8.1. Licensee, its agents, successors, assigns, and transferees agree to indemnify, provide the defense of, reimburse and hold harmless Licensor, its officers, directors, members, managers, affiliates, officials, employees, servants, agents, and contractors from and against all costs, claims, actions, liabilities, damages, expenses, medical expenses, causes of actions, suits, or judgments by or on behalf of any person or persons, firm or firms, corporation or corporations, or any other business entity, or any governmental authority arising from any loss, injury or damage of any kind, to persons or property, from whatever cause, arising out of Licensee's use of the Garden Area or Property, or any act or omission of Licensee, or any of its successors, assigns, transferees, Gardeners, employees, licensees or invitees arising out of or relating to their use of the Garden Area or Property.

8.2 Licensor, its agents, successors, assigns, and transferees agree to indemnify, provide the defense of, reimburse and hold harmless Licensee, its officers, directors, members, managers, affiliates, officials, employees, servants, agents, and contractors from and against all costs, claims, actions, liabilities, damages, expenses, medical expenses, causes of actions, suits, or judgments by or on behalf of any person or persons, firm or firms, corporation or corporations, or any other business entity, or any governmental authority arising from any loss, injury or damage of any kind, to persons or property, from whatever

cause, arising out of any intentional act or omission on the part of the Licensor, its employees or agents, or by anyone for whose acts or omissions any of them may be liable.

8.3. Licensee hereby agrees to provide at all times and maintain at its own expense public liability insurance with a minimum combined single limit of 500,000.00 individual and 1,000,000.00 aggregate for any one occurrence and such other insurance as applicable (the coverages required herein shall be subject to review and approval and change from time to time by the Licensor), with the Licensor listed as an additional insured, with companies authorized to do business in Ohio and having such terms and conditions as are approved by the Licensor.

9. Miscellaneous.

9.1. **Non-Discrimination.** Licensee, by exercising rights granted herein, shall not discriminate or permit discrimination against any person or group of persons in any manner on the grounds of race, color, sex, sexual orientation or gender identity, religion, national origin or ancestry, age or physical handicap. Non-compliance with such assurances shall constitute a breach of this License Agreement, and in the event of non-compliance, Licensor may take appropriate action to enforce compliance and, at its option, may terminate this Agreement or seek judicial enforcement thereof.

9.2. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio, County of Cuyahoga and the ordinances of the City of Strongsville.

9.3. **Interpretation.** The paragraph headings used herein are for convenience only, are not a part of this Agreement, and are not to be used in construing it.

9.4. **Notices.** The Licensee's address for all notices set forth in this Agreement shall be as follows or such other address as the Licensee may designate to Licensor in writing: City of Strongsville, 16099 Foltz Parkway, Strongsville, Ohio 44136, Attention: Law Director. Licensee shall have a continuing duty to provide to Licensor a valid and current mailing address for purposes of notice. The Licensor's address for all notices set forth in this Agreement shall be as follows, or such other address as the Licensor may designate to Licensee in writing: Southwest General Hospital, 18181 Pearl Road, Middleburg Heights, Ohio 44130.

9.5. **Independent Parties.** Licensee is and shall at all times be considered as an independent permittee and is in no way an employee of the Licensor.

9.5.1. It is understood and agreed that Licensee and Licensor shall in no event be construed or held to be partners, associates, affiliates, joint venturers or other related entities, or enterprises of Licensor in the conduct of Licensee's business, and that the relationship between the Parties is, and at all times shall remain, that of Licensor and Licensee. The parties agree that this Agreement does not entitle Licensor and/or Licensee or their respective employees or agents (if any) to workers' compensation benefits, unemployment compensation benefits, or any other benefits or protections that accrue from

an employment relationship, all of which shall remain the sole and exclusive responsibility of Licensor and Licensee and/or their respective employees or agents.

9.6. Entire Agreement. This instrument embodies the whole Agreement of the parties with regard to the subject matter herein and supersedes any and all other agreements or understandings. No failure of Licensor to exercise any power given it hereunder, or to insist upon strict compliance by Licensee of any obligation hereunder, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Licensor's right to demand strict compliance with the terms hereof.

9.7. Duplicate Originals. This Agreement may be executed in one or more counterparts each of which shall be deemed an original.

9.8. Modification. There shall be no modification of this Agreement, except in writing, signed by the parties hereto.

9.9. Severability. If any provision of this Agreement or application thereof is held invalid, such invalidity will not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to that end, the provisions hereof are declared to be severable.

9.10. AS IS. Licensee acknowledges that Licensor has not made and does not make any representation or warranty as to any matter affecting or relating to the Garden Area or the Property, including but not limited to the physical condition or suitability thereof for the purposes hereto, and Licensee acknowledges that no such representation or warranty has been made and Licensee agrees to accept the Garden Area and Property in its "as-is" condition as of the date of this Agreement.

IN WITNESS WHEREOF, the parties hereto have subscribed their names the date first written above.

LICENSOR

CITY OF STRONGSVILLE

By: _____

Thomas P. Perciak

Its: Mayor

LICENSEE

SOUTHWEST GENERAL
HEALTH CENTER

By: _____

Its: _____

EXHIBIT A

“Garden Area”



EXHIBIT B

GARDENER'S WAIVER
FOR GARDEN PLOT ON SOUTHWEST GENERAL HEALTH CENTER
PROPERTY

I, _____, have been provided with a plot at the community garden maintained by the City of Strongsville ("City") and located on the Southwest General Health Center ("Southwest General") property located at the corner of Drake and Pearl Roads in Strongsville Ohio.

I acknowledge that Southwest General and City make no representations regarding the condition of the property for use as a garden. I, on behalf of myself and any other person who I may bring on the Southwest General property for purposes related to the garden ("Guest"), take full responsibility for any injury to me or any of my Guests and hereby release Southwest General and City from any and all liability arising from or relating to my, or any Guest's use of, or presence on, the Southwest General property for purposes of gardening. I further agree to indemnify and hold Southwest General and City harmless from any actions or claims which might arise against Southwest General and City for any personal injury to me or any Guest, or any injury to property, arising out of my use of the garden plot on the Southwest property.

I agree to leave the Southwest General property at any time upon request by a Southwest and/or City representative for any reason. I acknowledge that I will not have access to the Southwest General buildings for purposes of using bathroom facilities or obtaining food or water.

I further acknowledge that I understand that Southwest General operates health care facilities on the Southwest General property, including a residential hospice, and I will at all times keep my garden in an attractive state, free of excessive weeds and debris, and that I will not play loud music, or make any objectionable, improper or loud noises when on the Southwest General property.

GARDENER:

Printed Name: _____

Date: _____

EXHIBIT C

“Rules and Regulations”

Strongsville Community Garden Rules and Regulations

This Community Garden is open to Strongsville Residents. We are all responsible to observe the rules and to do our part in maintaining the garden to the best of our abilities. We should be able to take pride in the overall appearance of the entire garden.

1. Hours must be observed for the safety and protection of all, the Garden will be open during daylight hours. Please check the bulletin board for announcements.
2. An adult must accompany children under the age of fourteen (14).
3. Pets are not allowed at any time in the Garden.
4. It is mandated that NOTHING be planted or placed in such a way as to shade or encroach on another Gardener's plot. Further, each gardener must allow 24 inches for a clear path between adjoining plots.
5. Each gardener is responsible to provide their own seeds and plant material.
6. **Vegetation growing and impeding or shading other plots ARE NOT TO BE GROWN and must be maintained.**
7. Tools in the shed are for Community Garden use only. Gardeners are encouraged to bring their own tools. The City of Strongsville is not responsible for tools or personal property left unattended on the premises. Borrowed garden tools must be returned to the shed in a clean and useable condition and ready for the next Gardener's use.
8. Anyone unable to work his/her Garden for the period of two (2) weeks must notify the Garden Coordinator. Any abandoned, or seemingly abandoned Garden, will be resolved at the sole discretion of the Garden Coordinator.
9. Fruit and vegetables in any abandoned or seemingly abandoned Garden, which appears to be ready to pick may be harvested at the discretion of the Garden Coordinator and donated.
10. No Gardener or guests are permitted to trespass into the Garden of another Gardener.
11. Unauthorized removal of Garden assets and/or produce is prohibited.
12. The Garden Coordinator will resolve any disputes.
13. No Gardener can assign the use of his or her plot(s) to anyone (other than a co-Gardener). No one can be involved with a Garden plot unless they have made proper application.
13. In keeping with the intention and meaning of a COMMUNITY GARDEN, and in an effort to defray costs and maximize available grants, each Gardener is expected to donate a minimum of five volunteer hours toward the operation, maintenance, and promotion of the Garden, and to support fundraising efforts that benefit the garden. Such tasks could include preparation for spring opening of the garden, fall closing of the garden or help with the daily maintenance needed.
**** We require each Gardener to Plant a Row for Charity and donate the produce which is distributed back into our Community.*
14. *Breaking of the rules, regardless of the offense, will result in: 1st offense, verbal warning; 2nd offense, written warning; and 3rd offense, forfeiture of plot without refund.*

Strongsville Community Garden Rules and Regulations

15. ASSIGNMENT OF PLOTS

Plots are assigned by the City of Strongsville.

GARDEN MAINTENANCE

16. Herbicides and insecticides are strictly prohibited, unless it is organic. Preen and similar products are not allowed. Questions of use should be directed to the Garden Coordinator. In the off season, any and all requests for soil enhancements must be made in writing and must be approved in writing by the Garden Coordinator.
17. Please, no excess watering. Gardener must be present while watering their garden.
18. Garden paths must be kept free and clear of all obstacles (i.e. tools, wagons, wheelbarrows, etc.).
19. Gardeners are encouraged to compost within their plot or use the garden compost bins or to bag and remove organic waste on their own. It is the responsibility of the Gardener to bag and remove all trash. **Weeds are not allowed in the garden compost bins. Gardeners should place weeds/grass into the labeled trash bins.**
20. Each Gardener is responsible for proper maintenance of his or her Garden and adjacent walk area. Weed control is necessary in consideration of other Garden plots for the duration of the season and the following season.
21. **End of season:** If using weed blocking material, it is the responsibility of the Gardener to remove all of it before leaving for the year. . No vegetation or support posts/cages are to be left in the plot unless it is a winter crop (garlic, carrots, cover crops...). No straw is to be left in a bale; it must be used or removed. At the conclusion of the season, all Gardeners must be "Cleared" by the Garden Coordinator that the plot is in the same condition as it was at the beginning of the season.
22. Parking is limited to the parking lot – PLEASE NO PARKING IN THE PHYSICAL THERAPY AREAS.

RECOMMENDATIONS

- Address problems to the Garden Coordinator.
- Notify of vacation or illness.
- Please plant a row to donate to the hungry of Strongsville.
- Report any vandalism or other serious non-garden problems to the Strongsville Police.
- NO SMOKING IS ALLOWED IN THE GARDEN

NOTE: Failure to comply with any of the above Rules and Regulations may result in the Gardener forfeiting his or her Garden plot and being excluded from the Garden program in the future. No refunds will be issued to Gardeners