

City of Strongsville

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

June 1, 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, June 5, 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 7:30 p.m. All committees listed will meet immediately following the previous committee:

7:30 P.M. **Planning, Zoning and Engineering Committee** will meet to discuss Ordinance Nos. 2017-093, 2017-094, 2017-095, 2017-096 and Resolution Nos. 2017-097 and 2017-098.

Public Safety and Health Committee will meet to discuss Ordinance No. 2017-099.

Finance Committee will meet to discuss Ordinance No. 2017-100.

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

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, JUNE 5, 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 15, 2017*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
 - Presentation by The Strongsville St. Francis of Assisi Council of the Knights of Columbus:
 - 2017 Firefighter of the Year: Lt. Charles A. Zerman
 - 2017 Police Officer of the Year: Ptl. Jeffrey Steving
 - 2017 Dispatcher of the Year: Rebecca M. Naymik
 - 2017 Dispatcher of the Year: Jodi A. Fyffe
 - Presentation of 2016 Strongsville Police Department recognition awards:
 - Sgt. Brian Sloan – Blue Collar
 - Sgt. Marcello Marsala - Prosecutors
 - Dispatcher Somer Oliva – Professionalism
 - Ptl. Michael Mendise – Quality Service
 - Ptl. Brian Vlna – Compassion
 - Robert “RJ” Saponari – Citizen
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. 2017-093 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATION AGREEMENT WITH THE CITIES OF MIDDLEBURG HEIGHTS AND PARMA HEIGHTS FOR RESURFACING OF THE PORTION OF PEARL ROAD BETWEEN THE OHIO TURNPIKE BRIDGE IN STRONGSVILLE TO SOUTH OF SNOW ROAD IN PARMA HEIGHTS, AND DECLARING AN EMERGENCY.
 - Ordinance No. 2017-094 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FOR STORM SEWER SYSTEM PURPOSES FROM PEARL EAST PARK HOME OWNER'S ASSOCIATION, IN CONNECTION WITH THE CHERRY STONE DRAINAGE PROJECT, AND DECLARING AN EMERGENCY.
 - Ordinance No. 2017-095 by Mr. Daymut. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 3 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND STANTEC CONSULTING SERVICES, INC., IN CONNECTION WITH THE CHERRY STONE DRAINAGE PROJECT, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
 - Ordinance No. 2017-096 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FOR STORM SEWER SYSTEM (CULVERT) PURPOSES FROM THE ABEGGLEN FAMILY TRUST, DATED AUGUST 17, 2012, IN CONNECTION WITH THE COURTLAND DRIVE CULVERT REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY.
 - Resolution No. 2017-097 by Mayor Perciak and Mr. Daymut. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE BOWMAN DRIVE, DRAKE ROAD AND FETZER DRIVE SANITARY SEWER PROJECT, AND DECLARING AN EMERGENCY.

- Resolution No. 2017-098 by Mayor Perciak and All Members of Council. A RESOLUTION REJECTING ALL BIDS SUBMITTED FOR THE PRIEM ROAD SOUTH SANITARY SEWER PROJECT IN THE CITY OF STRONGSVILLE; AUTHORIZING THE MAYOR TO RE-ADVERTISE FOR BIDS FOR THE SAME, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-099 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS (SCBA) UNITS AND RELATED EQUIPMENT FOR USE BY THE FIRE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-100 by Mayor Perciak and Mr. Short. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH A FIRM OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS FOR PROFESSIONAL ACCOUNTING SERVICES TO PREPARE FINANCIAL STATEMENTS FOR THE CITY OF STRONGSVILLE FOR FISCAL YEARS 2017, 2018 AND 2019, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 093

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATION AGREEMENT WITH THE CITIES OF MIDDLEBURG HEIGHTS AND PARMA HEIGHTS FOR RESURFACING OF THE PORTION OF PEARL ROAD BETWEEN THE OHIO TURNPIKE BRIDGE IN STRONGSVILLE TO SOUTH OF SNOW ROAD IN PARMA HEIGHTS, AND DECLARING AN EMERGENCY.

WHEREAS, portions of Pearl Road are located within the Cities of Middleburg Heights, Parma Heights and Strongsville; and

WHEREAS, Middleburg Heights, Parma Heights and Strongsville each desire to cooperate with the other pursuant to Section 715.02 of the Ohio Revised Code, to improve their respective communities, as well as bringing benefit to the traveling public in general by repairing and resurfacing the pavement on Pearl Road from the Ohio Turnpike bridge in Strongsville to south of Snow Road in Parma Heights ("Pearl Road Project"); and

WHEREAS, Middleburg Heights, Parma Heights and Strongsville have and will submit an application to the Northeast Ohio Areawide Coordinating Agency ("NOACA"), Ohio Department of Transportation Urban Paving Program, Ohio Public Works Commission ("OPWC"), Cuyahoga County and Ohio Department of Transportation Turnpike Mitigation Program (as well as any other viable source of public grant monies) for a grant of funds in the maximum amount available which shall be expended to satisfy the costs of the Pearl Road Project; and

WHEREAS, Middleburg Heights, Parma Heights and Strongsville wish to divide any costs incurred in all aspects of the development, construction and completion of the Pearl Road Project, after application of any grant funds obtained, including the costs of preliminary engineering plans and the preparation of bid specifications as follows: Middleburg Heights – Forty-Five Percent (45%); Parma Heights – Forty-Two Percent (42%); and Strongsville – Thirteen Percent (13%); and

WHEREAS, Middleburg Heights shall act as the Lead Agency for the Pearl Road Project, and shall be charged with the responsibility of obtaining engineering review, cost estimates, plans and specifications. Further as the Lead Agency, Middleburg Heights shall conduct the public bidding and contract awarding process as dictated by Ohio law; and

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 093

Page 2

WHEREAS, therefore, Middleburg Heights, Parma Heights and Strongsville wish to enter into a Cooperation Agreement in order to provide for the designation of the lead responsibility with respect to the Project, for the sharing of all Project costs, as set forth above, including but not limited to the design engineering, construction of improvements, construction supervision, contract administration and related items.

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a Cooperation Agreement with the Cities of Middleburg Heights and Parma Heights for the resurfacing of a portion of Pearl Road, in substantially the form attached hereto as Exhibit "1" and incorporated herein as if fully rewritten, which in all respects is hereby approved.

Section 2. That the funds necessary for Strongsville's portion of the costs of this project will be appropriated and may be paid from the General Capital Improvement Fund, any appropriate TIF funding which may be available, and such other Federal, State and local funds which may become available for the Project.

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 immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize execution of said agreement to commence the process to undertake the aforesaid improvements to provide for the safe flow of vehicular traffic on Pearl Road, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 093
Page 3

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

Attest: _____
Clerk of Council

ORD. No. 2017-093 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

**COOPERATION AGREEMENT
BY AND BETWEEN
CITY OF MIDDLEBURG HEIGHTS, CITY OF PARMA HEIGHTS
AND CITY OF STRONGSVILLE**

This Agreement is made between the Cities of Middleburg Heights (“Middleburg Heights”), Parma Heights (“Parma Heights”) and Strongsville (“Strongsville”), each a municipal corporation in Cuyahoga County, Ohio and organized and operating under the Constitution and laws of the State of Ohio, under the following circumstances:

WHEREAS, Middleburg Heights, Parma Heights and Strongsville each desire to cooperate with the other pursuant to Section 715.02 of the Ohio Revised Code, to improve their respective communities, as well as bringing benefit to the traveling public in general by repairing and resurfacing the pavement on Pearl Road from the Ohio Turnpike bridge in Strongsville to south of Snow Road in Parma Heights (“Pearl Road Project”); and

WHEREAS, the City Council of Middleburg Heights, by Ordinance No. _____, passed on _____, 2017 has authorized execution of this Cooperation Agreement by the undersigned Mayor, and thus pledged Middleburg Heights’ participation in this joint road improvement project; and

WHEREAS, the City Council of Parma Heights, by Ordinance No. _____, passed on _____, 2017 has authorized execution of this Cooperation Agreement by the undersigned Mayor, and thus pledged Parma Heights’ participation in this joint road improvement project; and

WHEREAS, the City Council of Strongsville, by Ordinance No. 2017-093 , passed on _____, 2017 has authorized execution of this Cooperation Agreement by the undersigned Mayor, and thus pledged Strongsville’s participation in this joint road improvement project; and

WHEREAS, Middleburg Heights, Parma Heights and Strongsville intend to submit an application to the Northeast Ohio Areawide Coordinating Agency (“NOACA”), Ohio Department of Transportation Urban Paving Program, Ohio Public Works Commission (“OPWC”), Cuyahoga County and Ohio Department of Transportation Turnpike Mitigation Program (as well as any other viable source of public grant monies) for a grant of funds in the maximum amount available which shall be expended to satisfy the costs of the Pearl Road Project; and

WHEREAS, Middleburg Heights, Parma Heights and Strongsville wish to divide any costs incurred in all aspects of the development, construction and completion of the Pearl Road Project, after application of any grant funds obtained, including the costs of preliminary engineering plans and the preparation of bid specifications as follows: Middleburg Heights – Forty-Five Percent (45%); Parma Heights – Forty-Two Percent (42%); and Strongsville – Thirteen Percent (13%); and

WHEREAS, Middleburg Heights shall act as the Lead Agency for the Pearl Road Project, and shall be charged with the responsibility of obtaining engineering review, cost estimates, plans and specifications. Further as the Lead Agency, Middleburg Heights shall conduct the public bidding and contract awarding process as dictated by Ohio law; and

WHEREAS, therefore, Middleburg Heights, Parma Heights and Strongsville wish to enter into this Cooperation Agreement in order to provide for the designation of the lead responsibility with respect to the Project, for the sharing of all Project costs, as set forth above, including but not limited to the design engineering, construction of improvements, construction supervision, contract administration and related items.

NOW, THEREFORE, in consideration of the promises, terms, conditions and considerations herein, Middleburg Heights, Parma Heights and Strongsville agree as follows:

1. Middleburg Heights shall be designated the Lead Agency for the design and construction of the Pearl Road Project, and for application to the State of Ohio, NOACA, OPWC, Ohio Department of Transportation, Cuyahoga County and/or any other source for grant funds to satisfy the cost of the project.
2. All costs incurred in the design, planning and construction of the Pearl Road Project, after application of any and all grant funds obtained, shall be satisfied as follows: Middleburg Heights – Forty-Five Percent (45%); Parma Heights – Forty-Two Percent (42%); and Strongsville – Thirteen Percent (13%). As the Lead Agency, Middleburg Heights shall provide itemized invoices to Parma Heights and Strongsville for costs incurred in the design, planning and construction of the Pearl Road Project. Parma Heights and Strongsville shall then reimburse Middleburg Heights by delivering payment within sixty (60) days of said invoice.
3. If any section of this Agreement is found to be illegal, unconstitutional, improper or unenforceable, said section shall not affect the enforceability of the remainder of this Agreement.
4. This constitutes the entire agreement of the parties with regard to the subject matter detailed within, and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements of the parties. No modification or amendment of this Agreement shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto.
5. This Agreement shall be subject to and governed by the laws of the State of Ohio.
6. The waiver of any party hereto of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or

any other provision. No waiver shall be binding unless it is in writing, and no course of dealing, delay or omission in the exercise of any rights shall operate as a waiver.

7. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

IN WITNESS WHEREOF, Middleburg Heights, Parma Heights and Strongsville, by their respective duly authorized agents, have executed this Agreement on the dates set forth next to their signatures, with proper authorizations in accordance with law.

Signed in the presence of:

CITY OF MIDDLEBURG HEIGHTS

By: _____
Gary W. Starr, Mayor

Date: _____

CITY OF PARMA HEIGHTS

By: _____
Michael Byrne, Mayor

Date: _____

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

Date: _____

CERTIFICATE OF LAW DIRECTOR OF MIDDLEBURG HEIGHTS

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

Peter H. Hull, Law Director

CERTIFICATE OF DIRECTOR OF LAW OF PARMA HEIGHTS

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

Michael D. Pokorny, Director of Law

CERTIFICATE OF LAW DIRECTOR OF STRONGSVILLE

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

Neal M. Jamison, Law Director

CERTIFICATION OF FUNDS

I, Jason Stewart, Director of Finance, for the City of Middleburg Heights, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Date

Jason Stewart, Director of Finance

CERTIFICATION OF FUNDS

I, Terrence B. Hickey, Director of Finance, for the City of Parma Heights, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Date

Terrence B. Hickey, Director of Finance

CERTIFICATION OF FUNDS

I, Joseph K. Dubovec, Director of Finance, for the City of Strongsville, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Date

Joseph K. Dubovec, Director of Finance

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 094

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FOR STORM SEWER SYSTEM PURPOSES FROM PEARL EAST PARK HOME OWNER'S ASSOCIATION, IN CONNECTION WITH THE CHERRY STONE DRAINAGE PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville will be undertaking improvements to the storm sewer system in the Cherry Stone Lane and Admiralty Drive areas of the City to alleviate flooding conditions; and

WHEREAS, in order to further this project, it is necessary to obtain a Grant of Easement for Storm Sewer System Purposes from the Pearl East Park Home Owner's Association fka Pearl East Home Owners Association, Inc., on properties known as being Permanent Parcel Nos. 397-18-030; 397-18-023; 397-25-045; 397-25-088 and 397-25-009; and

WHEREAS, pursuant to Article IV, Section 5(g) of the City Charter, at its meeting of May 25, 2017, the Planning Commission of the City of Strongsville gave a favorable recommendation on obtaining the easement.

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

Section 1. That the Council hereby authorizes the Mayor to accept a Grant of Easement from Pearl East Park Home Owner's Association fka Pearl East Home Owners Association, Inc. for the purposes of constructing, maintaining, operating, repairing and/or reconstructing the storm sewer system and appurtenances within, across, through and under the property located in the Pearl East Park Subdivision and further known as Permanent Parcel Nos. 397-18-030; 397-18-023; 397-25-045; 397-25-088 and 397-25-009, as more fully set forth in Exhibit "1", attached hereto and made a part hereof by reference.

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

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 094
PAGE 2

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to obtain the aforesaid easement in order to improve the storm sewer drainage system of the City and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-094 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

**GRANT OF EASEMENT
FOR
STORM SEWER SYSTEM PURPOSES**

This Easement Grant is made between **PEARL EAST PARK HOME OWNER'S ASSOCIATION fka PEARL EAST HOME OWNERS ASSOCIATION, INC.**, P.O. Box 361374, Strongsville, Ohio 44136, who with its successors and assigns, are herein jointly called "Grantor," and the **CITY OF STRONGSVILLE**, a municipal corporation, organized and existing under the laws of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, which with its successors and assigns is herein called "Grantee."

WHEREAS, the Grantor is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio and known as Permanent Parcel Nos. 397-18-030; 397-18-023; 397-25-045; 397-25-088 and 397-25-009, the legal descriptions of which are attached as Exhibit A; and

WHEREAS, the Grantor wishes to grant and the Grantee wishes to accept an Easement for the purposes of constructing, maintaining, operating, repairing and/or reconstructing the storm sewer system within, across, through and under the Premises described and reflected in Exhibit B, attached hereto and incorporated herein by reference. The Easement area is hereinafter referred to as the "Property" or the "Premises."

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, the following grants, agreements, and covenants are made:

The Grantor, on behalf of itself and its legal representatives, successors and assigns, hereby gives, grants, bargains and conveys to the Grantee, its successors and assigns a perpetual Easement and right to enter upon the Premises described in Exhibit B, attached hereto and incorporated herein by reference, and to remove and/or replace trees or other items above and below the ground where necessary for the purposes of constructing, maintaining, operating, repairing and/or reconstructing a storm sewer system and appurtenances connected therewith, and to make all repairs to

such storm sewer system connected therewith, that in the opinion of the proper local authorities of the City of Strongsville, its successors or assigns, may be necessary or advisable, in order to maintain or operate said storm sewer system and appurtenances in accordance with the ordinances, rules and regulations for the management and protection of such systems of said City of Strongsville, now in force or that may hereafter be adopted.

The Grantor and Grantee further agree, in consideration of the acceptance of the Easement above-mentioned by the City of Strongsville that the said storm sewer system and appurtenances shall become the property of the City of Strongsville, its successors or assigns.

Grantor acknowledges and agrees that Grantee shall not be obligated to maintain landscaping and/or lawn areas within the easement area. Neither Grantor nor its legal representatives, successors or assigns will construct or place on the Easement area any temporary or permanent structures or anything else that may interfere with the storm sewer system.

The Grantor hereby restricts said Premises within the limits of the above-described Easement against the construction thereon of any temporary or permanent structures.

The Grantor agrees to keep the Premises free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of the storm sewer system. Grantor further agrees to make no alterations to the Premises which would increase or reduce the depth of the storm sewer system, or in any way accelerate or retard the storm water drainage.

If the Grantor desires to alter the Premises in any way other than is expressly permitted herein, it must obtain the prior written approval of the Grantee. Upon receipt of such approval, the Grantor shall, at its own expense, relocate or reconstruct all or any portion of the storm sewer system which is affected by such alteration and, where necessary, grant a new easement of not less than the width of this Easement under the same terms and conditions as herein provided. The relocated or reconstructed storm sewer system and appurtenances shall, upon completion and approval by the Grantee, become the property of the City of Strongsville.

If the Grantor violates any of the provisions of this Easement, the Grantee, at the expense of the Grantor, may enter upon the Premises and make such alterations as are necessary to bring the Premises into compliance with the provisions of this Easement.

The Grantor hereby reserves the right to use the Premises for such use as is not expressly prohibited by or inconsistent with the terms of this Easement.

The Grantor covenants with the Grantee that it is well-seized of the Premises as a good and indefeasible estate in fee simple, and has the right to grant and convey the

Property in the manner and form above written. The Grantor further covenants that it will warrant and defend the Property with the appurtenances thereunto belonging to the City of Strongsville against all lawful claims and demands whatsoever for the purposes described herein, including all liens and encumbrances whatsoever.

This Grant of Easement shall inure to the benefit of any person, firm or corporation who the City of Strongsville, its successors and assigns, shall authorize to undertake the performance of work within the purpose of this Easement.

The parties hereto agree that this Grant of Easement embodies the complete understanding of the parties, and that no changes in this Agreement shall be made unless such changes are in writing, approved and subscribed by the parties hereto or their appropriate successors and assigns in accordance with law.

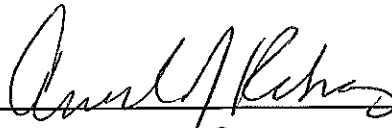
This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors and assigns.

The individuals executing this Grant of Easement on behalf of the Grantor and Grantee each hereby warrant and represent that they have been and are on the date of this Grant of Easement duly authorized by all necessary and appropriate action of their principals to execute this Grant of Easement.

TO HAVE AND TO HOLD the above-granted Easement, right-of-way, storm sewer system and appurtenances for the purposes above-mentioned, unto the City of Strongsville, forever.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 2017.

"GRANTOR"
PEARL EAST PARK HOME OWNER'S ASSOCIATION fka PEARL EAST HOME OWNERS ASSOCIATION, INC.

By: 
Its: Trustee PEP - HOA

"GRANTEE"
CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak
Its: Mayor

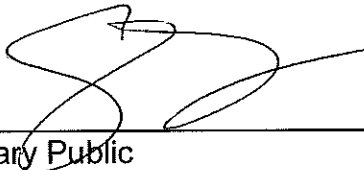
STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named **PEARL EAST PARK HOME OWNER'S ASSOCIATION fka PEARL EAST HOME OWNERS ASSOCIATION, INC.**, by Amber Ralston, its Trustee, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free and voluntary act and deed, and the free act and deed of said organization.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Strongsville, Ohio, this 19 day of May, 2017.



SUZANNE STEPHENS
NOTARY PUBLIC
STATE OF OHIO
Recorded in
Cuyahoga County
My Comm. Exp. 4/7/2022



Notary Public

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

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

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

Notary Public

1124093

Know all Men by these Presents:

That SUNRISE DEVELOPMENT CO. (sometimes incorrectly written as SUNRISE DEVELOPMENT COMPANY)

a Corporation incorporated under the laws of the State of Ohio

CHICAGO TITLE INSURANCE CO. ESCROW # 5219

who claim title by or through instrument recorded in Volume _____ Page _____ County _____

Recorder's Office, for the consideration of -----Ten and 00/100----- Dollars

(\$ 10.00) received to its full satisfaction of PEARL EAST HOME OWNERS ASSOCIATION,

INC., the Grantee,

whose TAX MAILING ADDRESS will be c/o Daniel Dale, Secretary, 19084 Windward Way,

Strongsville, Ohio 44136

do give, grant, bargain, sell and convey unto the said Grantee, its successors

and assigns, the following described premises situated in the City of Strongsville

County of Cuyahoga and State of Ohio:

And known as being Blocks "A", "B", "C", "D", "E", "F", "R" and "S" in Pearl East Resubdivision No. 1 of part of Original Strongsville Township Lots Nos. 41, 42, 59 and 60 as shown by the recorded plat in Volume 224 of Maps, Pages 110 and 111 of Cuyahoga County Records, be the same more or less, but subject to all legal highways.

307-27-19
397-25-49, 45

PARCEL NO. 397-18-16, 15, 20, 23, 35
CONVEYANCE IS IN COMPLIANCE WITH SEC. 319.202 O.R.C.
PAID

DEC 28 1984

Conveyance Fee -0- Receipt No. 172386
TYPE ARMS LENGTH YES () NO ()
J. TIMOTHY McCORMACK, County Auditor By [Signature] Deputy

COPIES

RECORDED THIS DATE
DEC 28 4 19 PM '84
BENNY L. BARNARD
COUNTY CLERK
CUYAHOGA COUNTY, OHIO

THOMAS L. WITTE, P.S.
COUNTY CLERK
TAX MAP DIVISION

DECEMBER 28, 1984

EXHIBIT A

Deed 10-00
397
87-622
U S TITLE AGENCY, INC.
Rec'd 87-622

0515110

WARRANTY DEED - PG. 102A

The Ohio Legal Blank Co. Cleveland
Publishers and Dealers Since 1853

Know all Men by these Presents

That, **RALPH VICTOR CONSTRUCTION, INC.**, an Ohio Corporation, the Grantor who claim title by or through instrument, recorded in Volume 87-622 Page 1, County Recorder's Office, for the consideration of ----- Dollars (\$ 10.00) received to full satisfaction of **PEARL EAST HOME OWNERS ASSOCIATION, INC.** the Grantee, whose TAX MAILING ADDRESS will be ----- do

Give, Grant, Bargain, Sell and Convey unto the said Grantee, its heirs and assigns, the following described premises, situated in the City of Strongsville, County of Cuyahoga and State of Ohio: and known as being Block "T" and Block "U" in Pearl East Subdivision No. 2 of part of Original Strongsville Lot Nos. 41 and 60, as shown by the recorded plat in Volume 237, Page 64 of Cuyahoga County Records, as appears by said plat, be the same more or less, but subject to all legal highways.

P.P. Nos. 397-25-9 (cap & more land)
Block "U" 397-25-9 PG-85/Block U
Block "T" 397-25-8 P7-85/Block T

PRICE NO. _____
OWNER IS IN COMPLIANCE WITH SEC. 5132 B O.R.C.
PAID
DEC 7 1987
64500
TYPE _____ ACQUISITION _____ VER. () NO. ()
I, THOMAS J. NEFF P.E., P.S. COUNTY AUDITOR

J. Timothy McConch
COUNTY AUDITOR

THOMAS J. NEFF P.E., P.S.
COUNTY AUDITOR
TAX MAP DIVISION

EXHIBIT A

be the same more or less, but subject to all legal highways.

**EASEMENT DESCRIPTION
BLOCKS "C", "R" AND A PORTION OF BLOCK "S"
PEARL EAST RESUBDIVISION NO. 1**

Situated in the State of Ohio, County of Cuyahoga, City of Strongsville, being all of Blocks "C" and "R" and a portion of Block "S" as named and delineated on the record plat of "Pearl East Resubdivision No. 1" a subdivision of record in Volume 227, Page 120 and conveyed to the Pearl East Home Owners Association, Inc. by deed of record in Volume 84-6172, Page 17, (all records herein of the Recorder's Office, Cuyahoga County, Ohio), being bounded and more particularly described as follows:

Beginning at the northwesterly corner of Lot 69 of said "Pearl East Resubdivision No. 1" on the southerly right-of-way line of Admiralty Drive (varies in width) a common corner to said Block "R";

Thence the following courses and distances along the line of Block "R"

1. South 06°12'54" East, a distance of 92.20 feet, to the southwest corner of Lot 69;
2. South 18°44'35" East, a distance of 352.00 feet, to the southwest corner of Lot 64;
3. North 89°36'18" East, a distance of 143.01 feet, to the southeast corner of Lot 64 on the westerly right-of-way of Windward Way (60 feet in width);
4. along an arc of a curve to the right having a central angle of 06°32'28", a radius of 528.95 feet, an arc length of 60.39 feet, with a chord bearing of South 08°11'37" East, and a chord length of 60.35 feet, to the northeast corner of Lot 63;
5. South 89°36'18" West, a distance of 148.35 feet, to the northwest corner of said Lot 63;

Thence South 00°23'42" East, a distance of 300.00 feet, continuing along Block "R" and a portion of Block "S" to the southwest corner of Lot 60;

Thence South 89°36'18" West, a distance of 35.11 feet, across Block "S" to a point on the westerly line of said Block "S";

Thence North 00°37'12" West, a distance of 253.52 feet, along the westerly line of said Block "S" to the northwest corner of Block "S" on the southerly line of Block "R";

Thence South 88°31'28" West, a distance of 386.99 feet, along the southerly lines of said Block "R" and Block "C" to the southwest corner of said Block "C";

Thence the following courses and distances along the lines of Block "C":

1. North 00°37'12" West, a distance of 352.74 feet, to the southwest corner of Lot 72;
2. North 88°35'14" East, a distance of 227.63 feet, to the southeast corner of Lot 70;
3. North 01°24'46" West, a distance of 158.38 feet, to the northeast corner of said Lot 70 on the southerly right-of-way of Admiralty Drive;

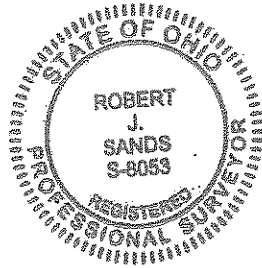
Thence the following courses and distances along the southerly right-of-way of Admiralty Drive:

1. With an arc of a curve to the left having a central angle of 04°35'12", a radius of 340.00 feet, an arc length of 27.22 feet, with a chord bearing of North 73°33'01" East, and a chord length of 27.21 feet, to a point of tangency;

EXHIBIT B

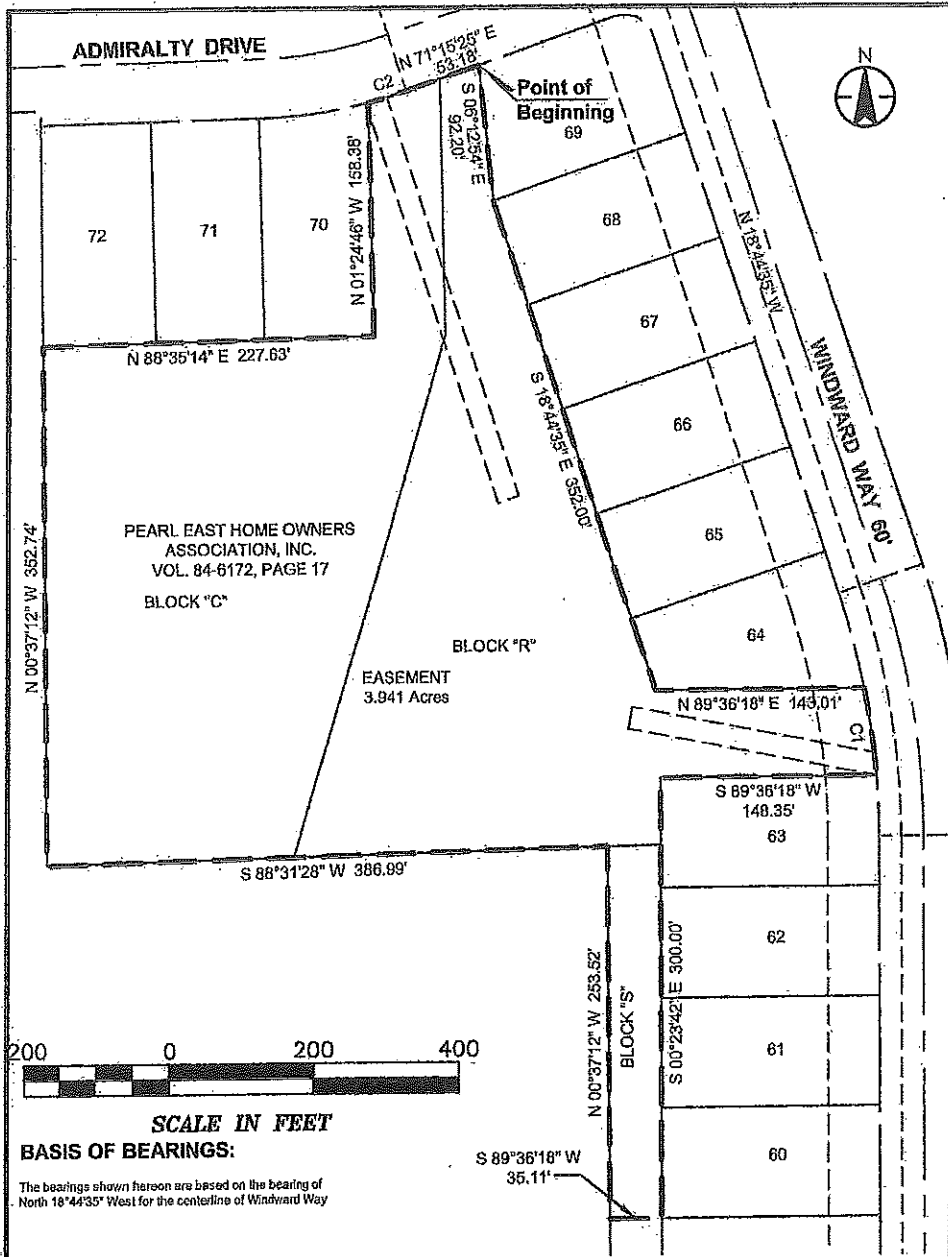
2. North 71°15'25" East, a distance of 53.18 feet, to the **Point of Beginning**, containing 3.941 acres, more or less.

The bearings shown hereon are based on the bearing of North 18°44'35" West for the centerline of Windward Way.



Stantec Consulting Services Inc.

Robert J. Sands 05/22/17
Robert J. Sands Date
Professional Surveyor No. S-8053



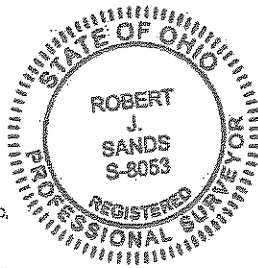
CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	6°32'28"	628.95'	60.39'	S 08°11'37" E	60.35'
C2	4°35'12"	340.09'	27.22'	N 73°33'01" E	27.21'

PERMANENT EASEMENT
Across
**BLOCKS "C", "R"
AND A PORTION OF BLOCK "S"**
PEARL EAST RESUBDIVISION NO. 1
VOLUME 227, PAGE 120
Lying In

City of Strongsville, County of Cuyahoga, Ohio

Scale: 1 Inch = 100 Feet

Prepared by:



STANTEC CONSULTING SERVICES INC.



1600 Lake Shore Drive
Columbus, Ohio 43204
Phone: (614) 488-4303
Fax: (614) 488-4387

Robert J. Sands
Robert J. Sands Date 05/22/17
Professional Surveyor No. S-8053

Copyright Reserved
The Contractor shall verify and be responsible for all dimensions. DO NOT accept the drawing -- any errors or omissions shall be reported to Stantec without delay. The Copyright to all designs and drawings are the property of Stantec. Reproduction or use for any purpose other than that authorized by Stantec is forbidden.

**EASEMENT DESCRIPTION
A PORTION BLOCK "T"
PEARL EAST SUBDIVISION NO. 2**

Situated in the State of Ohio, County of Cuyahoga, City of Strongville, being a portion of Block "T" as named and delineated on the record plat of "Pearl East Subdivision No. 2" a subdivision of record in Volume 237, Page 64 and conveyed to the Pearl East Home Owners Association, Inc. by deed of record in Volume 87-7966, Page 1, (all records herein of the Recorder's Office, Cuyahoga County, Ohio), being bounded and more particularly described as follows:

Beginning at the northwesterly corner of Lot 40 of said "Pearl East Subdivision No. 2", a common corner to Block "T";

Thence the following courses and distances along easterly lines of Block "T":

1. South 18°19'08" West, a distance of 155.24 feet, to the southwest corner of Lot 39, a common corner to Lot 38 of said "Pearl East Subdivision No. 2";
2. South 00°13'33" West, a distance of 29.82 feet, to a point;

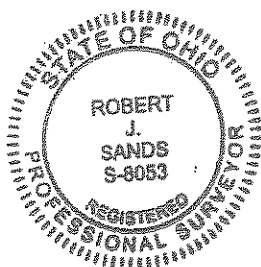
Thence North 56°45'02" West, a distance of 35.92 feet, across Block "T" to a point on the westerly line of said Block "T";

Thence North 00°37'12" West, a distance of 155.76 feet, along the westerly line of said Block "T" to the northwesterly corner of said Block "T" a common corner to Block "S";

Thence North 86°43'43" East, a distance of 76.74 feet, along the line common to Block "T" and "S" to the common corner to Lots 56 and 57 of said "Pearl East Subdivision No. 1";

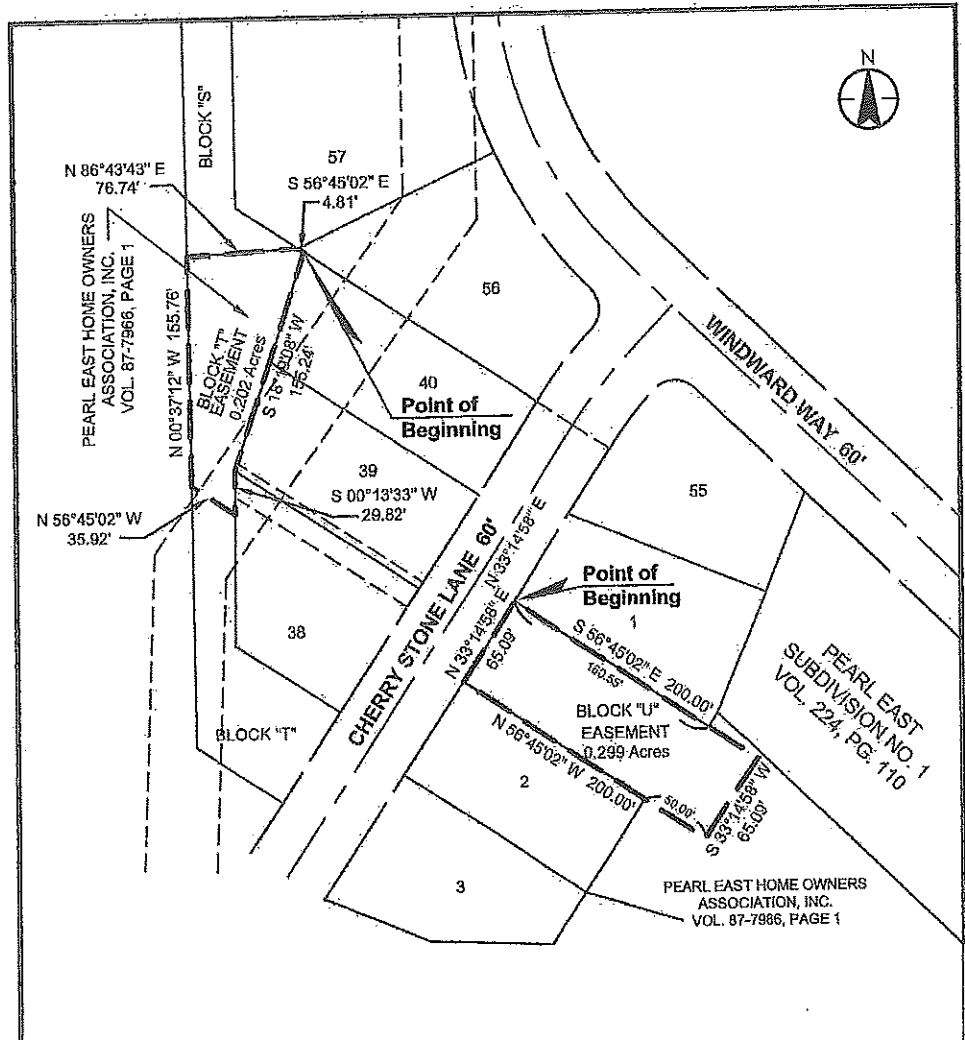
Thence South 56°45'02" East, a distance of 4.81 feet, along the line common to Block "T" and Lot 56 to the **Point of Beginning**, containing 0.202 acres, more or less.

The bearings shown hereon are based on the bearing of North 33°14'58" East for the centerline of Cherry Stone Lane.



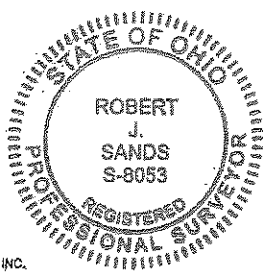
Stantec Consulting Services Inc.

Robert J. Sands 05/22/17
Robert J. Sands Date
Professional Surveyor No. S-8053



SCALE IN FEET
BASIS OF BEARINGS:

The bearings shown hereon are based on the bearing of North 33°14'58" East for the centerline of Cherry Stone Lane.



STANTEC CONSULTING SERVICES INC.

EASEMENTS
 Across
PORTION OF BLOCK "T"
 AND
PORTION OF BLOCK "U"
PEARL EAST SUBDIVISION NO. 2
 VOLUME 237, PAGE 64
 Lying In

City of Strongville, County of Cuyahoga, Ohio

Scale: 1 inch = 100 Feet
 Prepared by:



1800 Lake Shore Drive
 Columbus, Ohio 43204
 Phone: (614) 488-4383
 Fax: (614) 488-4387

R.J. Sands 05/22/17
 Robert J. Sands Date
 Professional Surveyor No. S-8053

Copyright Reserved
 The Contractor shall verify and be responsible for all dimensions. DO NOT scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyright to all designs and drawings are the property of Stantec. Reproduction or use for any purposes other than that authorized by Stantec is prohibited.

**EASEMENT DESCRIPTION
A PORTION BLOCK "U"
PEARL EAST SUBDIVISION NO. 2**

Situated in the State of Ohio, County of Cuyahoga, City of Strongsville, being a portion of Block "U" as named and delineated on the record plat of "Pearl East Subdivision No. 2" a subdivision of record in Volume 237, Page 64 and conveyed to the Pearl East Home Owners Association, Inc. by deed of record in Volume 87-7966, Page 1, (all records herein of the Recorder's Office, Cuyahoga County, Ohio), being bounded and more particularly described as follows:

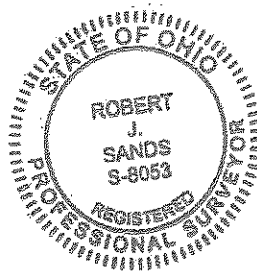
Beginning at the southwesterly corner of Lot 1 on the easterly right-of-way line of Cherry Stone Lane (60 feet in width) a common corner to Block "U" of said "Pearl East Subdivision No. 2";

Thence the following courses and distances along and across Block "U":

1. South 56°45'02" East, a distance of 200.00 feet, passing the southeasterly corner of Lot 1 at 160.55 feet to a point;
2. South 33°14'58" West, a distance of 65.09 feet, to a point;
3. North 56°45'02" West, a distance of 200.00 feet, to the northwesterly corner of Lot 2 on the easterly right-of-way of Cherry Stone Lane, passing the northeasterly corner of Lot 2 at 50.00 feet;

Thence North 33°14'58" East, a distance of 65.09 feet, along the easterly right-of-way line of Cherry Stone Lane to the **Point of Beginning**, containing 0.299 acres, more or less.

The bearings shown hereon are based on the bearing of North 33°14'58" East for the centerline of Cherry Stone Lane.

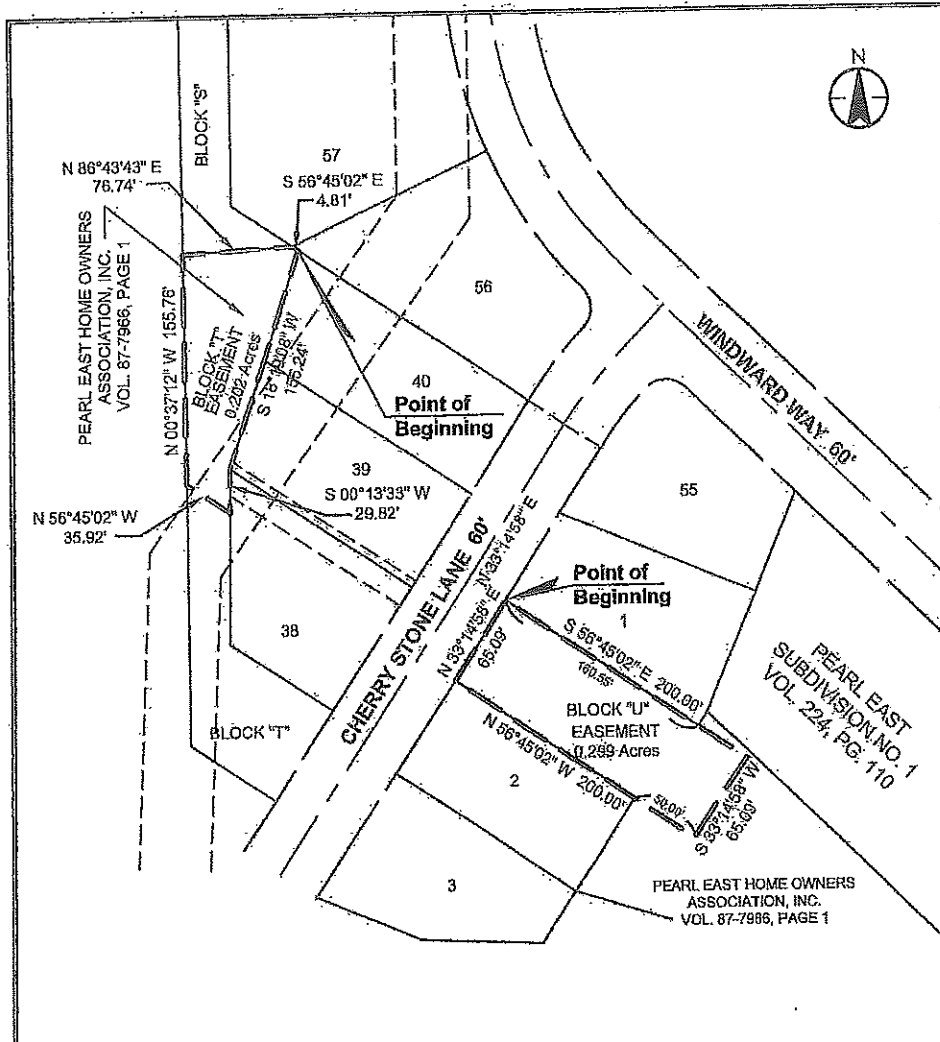


Stantec Consulting Services Inc.

Robert J. Sands 05/22/17
Robert J. Sands Date
Professional Surveyor No. S-8053

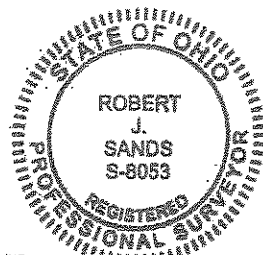
U:\173409109\survey\descriptions\173409109 Block U Esmt.doc





SCALE IN FEET

BASIS OF BEARINGS:
 The bearings shown hereon are based on the bearing of North 33°14'58" East for the centerline of Cherry Stone Lane.



STANTEC CONSULTING SERVICES INC.

Robert J. Sands 05/22/17
 Robert J. Sands Date
 Professional Surveyor No. S-8053

EASEMENTS
 Across
PORTION OF BLOCK "T"
 AND
PORTION OF BLOCK "U"
PEARL EAST SUBDIVISION NO. 2
 VOLUME 237, PAGE 64
 Lying in
 City of Strongville, County of Cuyahoga, Ohio
 Scale: 1 inch = 100 Feet
 Prepared by:

Stantec
 1600 Lake Shore Drive
 Columbus, Ohio 43204
 Phone: (614) 488-4383
 Fax: (614) 488-4387

Copyright Reserved
 The Contractor shall verify and be responsible for all dimensions. Do not scale the drawing - any errors or omissions shall be reported to Stantec without delay. The Copyright in all designs and drawings are the property of Stantec. Reproduction or use for any purposes other than that authorized by Stantec is forbidden.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 095

By: Mr. Daymut

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 3 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND STANTEC CONSULTING SERVICES, INC., IN CONNECTION WITH THE CHERRY STONE DRAINAGE PROJECT, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2015-124, Council authorized the Mayor to enter into a contract, without public bidding, with Stantec Consulting Services, Inc. for professional engineering services for the design of the Cherry Stone Drainage Project, in order to alleviate flooding conditions in that area of the City of Strongsville, (the "Project"), in an amount not to exceed \$116,000.00; and

WHEREAS, thereafter, this Council adopted Ordinance No. 2016-093, approving and authorizing Change Order Nos. 1 and 2 to the contract, which increased the total project cost by \$15,065.80 for a new Project cost of \$131,065.80, due to costs for geotechnical services and additional surveying work required and requested by the City; and

WHEREAS, the City's Engineer has now recommended that it would be in the best interests of the City to include additional services for easement legal descriptions with associated plats for temporary easements, location and depth surveying for gas transmission main, providing assistance during the public bidding process and construction support services, 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 total amount of \$11,850.00, for a new total Project cost of \$142,915.80.

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 the Mayor be and is hereby authorized and directed to issue and approve Change Order No. 3 to the contract in the total amount of \$11,850.00, as recommended by the City Engineer and requested by the City, and reflected in Exhibit "A", and after the issuance and approval of said Change Order No. 3, to direct the Director of Finance to make payment to Stantec Consulting Services, Inc., in the additional amount of \$11,850.00, thereby increasing the total Project cost to \$142,915.80.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 095
Page 2

Section 2. That the funds necessary for this Ordinance have been appropriated and shall be paid from the Drainage Levy Fund, and that the Director of Finance be and is hereby authorized and directed to issue the City's warrants for payment accordingly, and in accordance with the terms and conditions of the contract and change orders.

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 facilitate payment to the contractor for additional work requested by the City, to avoid potential legal problems, and conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-095 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # 3 Date 24 May 2017

"STANTEC" STANTEC CONSULTING SERVICES INC.
STANTEC Project # 173409109
3700 Park East Drive, Cleveland, OH 44122
Ph: (216) 454-2150 Fx: (216) 454-9995
email: dave.mccallops@stantec.com

CLIENT CITY OF STONGSVILLE, OH
Client Project # N/A
16099 Foltz Parkway, Strongsville, OH 44149
Ph: (440) 580-3123 Fx:
email: lori.daley@stantec.com

Project Name and Location: Cherry Stone Drive Drainage Project

In accordance with the original Professional Services Agreement dated September 14, 2015 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Additional services include easement legal descriptions with associated plats for temporary easements, location & depth surveying for gas transmission main, providing assistance during the public bidding process and construction support services.

Table with 2 columns: Description and Amount. Rows include Total fees this Change Order (\$ -), Original agreement amount (\$ 116,000.00), Change Order Number 1 (\$ 12,965.80), Change Order Number 2 (\$ 2,100.00), Change Order Number 3 (\$ 11,850.00), Change Order Number (blank) (\$ -), and Total Agreement (\$ 142,915.80).

Effect on Schedule: Project completion anticipated Spring of 2018.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

STANTEC CONSULTING SERVICES INC.

CITY OF STONGSVILLE, OH

David G. McCallops, Associate
Print Name and Title

Thomas P. Perciak, Mayor
Print Name and Title

Signature _____

Signature _____

Date Signed: _____

Date Signed: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 096

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FOR STORM SEWER SYSTEM (CULVERT) PURPOSES FROM THE ABEGGLEN FAMILY TRUST, DATED AUGUST 17, 2012, IN CONNECTION WITH THE COURTLAND DRIVE CULVERT REPLACEMENT PROJECT, 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 Council hereby authorizes the Mayor to accept a Grant of Easement from **THE ABEGGLEN FAMILY TRUST, DATED AUGUST 17, 2012**, located at 8622 Courtland Drive, Strongsville, Ohio, and also known as Permanent Parcel No. 391-11-005, for storm sewer system (culvert) purposes, as more fully set forth in Exhibit "1" attached hereto and made a part hereof by reference, in connection with the City's Courtland Drive Culvert Replacement Project.

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

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 immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to proceed with certain culvert replacement and storm sewer improvements, assure proper drainage of water within 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 - 096
Page 2

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

Attest: _____
Clerk of Council

ORD. No. 2017-096 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

**GRANT OF EASEMENT
FOR
STORM SEWER SYSTEM (CULVERT) PURPOSES**

This Easement Grant is made between **THE ABEGGLEN FAMILY TRUST, DATED AUGUST 17, 2012**, located at 8622 Courtland Drive, Strongsville, Ohio 44149, who with its heirs and assigns, is herein called "Grantor," and **THE CITY OF STRONGSVILLE**, a municipal corporation, organized and existing under the laws of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, which with its successors and assigns is herein called "Grantee."

WHEREAS, the Grantor is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio and known as Permanent Parcel No. 391-11-005; and

WHEREAS, the Grantee proposes to construct or cause to be constructed a storm sewer system, including underground pipe for culvert purposes, on land to be dedicated to public use as an easement; and

WHEREAS, the Grantor wishes to grant and the Grantee wishes to accept a permanent and perpetual easement for the purposes of constructing, reconstructing, maintaining, operating, using, and repairing a storm sewer system for culvert purposes, within, across, through, and under the premises described and reflected in Exhibit A, attached hereto and incorporated herein by reference;

NOW, THEREFORE, in consideration of the sum of Eleven Thousand Seven Hundred Thirty Dollars and 00/100 (\$11,730.00) and for other good and valuable consideration, the receipt of which is hereby acknowledged, the following grants, agreements, and covenants are made:

The Grantor, on behalf of its heirs legal representatives, successors and/or assigns, hereby gives, grants, bargains and conveys to the Grantee, its successors and assigns a perpetual easement and right to enter upon the premises (herein called the "Easement Area") described in Exhibit "A," attached hereto and incorporated herein by reference, and to remove trees or other items above and below the ground where necessary for the purposes of constructing, reconstructing, maintaining, installing, operating and repairing a storm sewer system, including underground pipe for culvert purposes and to construct, reconstruct, maintain and operate and to make all repairs to such storm sewer system

connected herewith, that in the opinion of the proper local authorities of the City of Strongsville, its successors or assigns, may be necessary or advisable, in order to maintain or operate said storm sewer system in accordance with the applicable statutes, ordinances, rules and regulations for the management and protection of such systems of said City of Strongsville, now in force or that may hereafter be adopted.

In consideration thereof, the Grantor and Grantee further do hereby agree that Grantee will initially construct and install said storm sewer system in accordance with the plans and specifications to be approved by the City Engineer of the City of Strongsville and in accordance with the provisions, rules, regulations and requirements of the City of Strongsville, and further agree that Grantee will pay the entire cost of said construction and installation of said storm sewer system. Said storm sewer system will become and remain the property of Grantee, its successors or assigns upon completion by the Grantee and approval by the City of Strongsville, its successors or assigns and its acceptance by the City of Strongsville.

Grantor acknowledges and agrees that Grantee will not be obligated to maintain landscaping and/or lawn areas within the Easement Area. Neither Grantor nor its heirs, legal representatives, successors or assigns will construct or place on the Easement Area any temporary or permanent structures or anything else that may interfere with the storm sewer system.

The Grantor agrees to keep the Easement Area free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of the storm sewer system. Grantor further agrees to make no alterations to the Easement Area which would increase or reduce the depth of the storm sewer system or in any way affect the system.

If the Grantor, its heirs, successors or assigns, desires to alter the Easement Area in any way other than as expressly permitted herein, the Grantor or its heirs, successors or assigns, must obtain the prior written approval of the City of Strongsville. Upon receipt of such approval, the Grantor will, at its own expense, relocate or reconstruct all or any portion of the storm sewer system which is affected by such alteration and, where necessary, grant a new easement of not less than the width of the Easement under the same terms and conditions as herein provided. The relocated or reconstructed storm sewer system, upon completion and approval by the Grantee, will become the property of the City of Strongsville, and, where necessary, the Grantor shall grant a new easement of not less than the width of this Easement under the same terms and conditions as herein provided.

Grantor hereby indemnifies and guarantees to save harmless the Grantee against any expense or damage to said storm sewer system that said Grantor and its successors or assigns may at any time cause by the installation, construction, reconstruction, maintenance, repair, or other use of the Easement Area within the limits of the above described Easement.

If the Grantor violates any of the provisions of the Easement, the Grantee, at the expense of the Grantor, may enter upon the Easement Area and make such alterations as are necessary to bring the Easement Area into compliance with the current provisions of the Easement.

The Grantor hereby reserves the right to use the premises (Easement Area) for such use as is not expressly prohibited by or inconsistent with the terms of this Easement.

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

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

The parties hereto agree that this Grant of Easement embodies the complete understanding of the parties, and that no changes in this Easement Agreement shall be made unless such changes are in writing, approved and subscribed by the parties hereto or their appropriate successors and assigns in accordance with law.

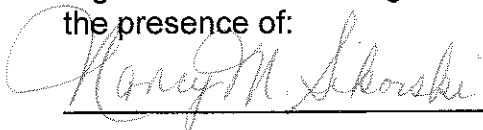
This Grant of Easement shall run with the land, and be binding upon the Grantor and its tenants, heirs, legal representatives, successors and assigns.

This Easement Agreement will be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors and assigns.


TO HAVE AND TO HOLD the above granted Easement, right-of-way, and storm sewer system for the purposes above-mentioned, unto Grantee and its successors and assigns forever.

IN WITNESS WHEREOF, this instrument is executed this 31st day of May, 2017.

Signed and acknowledged in the presence of:



"GRANTOR"


Margarite M. Abegglen, Trustee of The Abegglen Family Trust, dated August 17, 2012

Nancy M. Sikorski

Alan W. Abegglen
Alan W. Abegglen, Trustee of The
Abegglen Family Trust, dated August 17, 2012

**"GRANTEE"
CITY OF STRONGSVILLE**

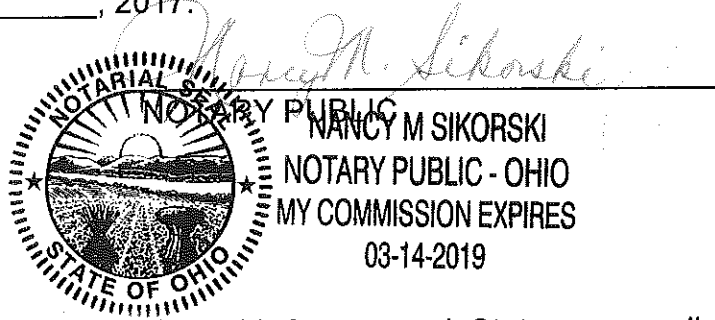
By: _____
Thomas P. Perciak
Its: Mayor

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared **THE ABEGGLEN FAMILY TRUST, DATED AUGUST 17, 2012**, by **MARGUARITE M. ABEGGLEN, TRUSTEE** and **ALAN W. ABEGGLEN, TRUSTEE**, who acknowledged that they did sign the foregoing instrument and that the same is their free and voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Strongsville, Ohio, this 31st day of May, 2017.

STATE OF OHIO)
) ss:
COUNTY OF CUYAHOGA)



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

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

NOTARY PUBLIC

EXHIBIT 'A'
EASEMENT INFORMATION

Owner: Margarite M. Brickman-Abegglen & Alan W. Abegglen, Trustees
Municipality/County: City of Strongsville, Cuyahoga County
Deed: Document # 201208170520
Date: August 17, 2012
Permanent Parcel No.: 391-11-005
Location: 8622 Courtland Drive
Description:

**LEGAL DESCRIPTION
PERPETUAL DRAINAGE EASEMENT
THRU MARGUARITE M. & ALAN W. ABEGGLEN, TRUSTEES' LAND
PP #391-11-005
FOR THE CITY OF STRONGSVILLE
16099 FOLTZ PARKWAY
CITY OF STRONGSVILLE
COUNTY OF CUYAHOGA, OHIO**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being Block 'B' in Creekwood Subdivision of part of Original Strongsville Township Lot No. 90 as shown by the recorded plat in Volume 207 of Maps, Pages 57 & 58 of Cuyahoga County Records and being a **0.0205 acres (893 sq.ft.) Perpetual Drainage Easement** lying within a 0.87 acre (Auditor) parcel of land as conveyed to Margarite M. Brickman-Abegglen & Alan W. Abegglen, Trustees by deed dated August 17, 2012 as recorded in Document # 201208170520, (PP #391-11-005) of Cuyahoga County Deed Records and further bounded and described as follows;

Beginning at the Southeasterly corner of said property, a point being the Place of Beginning, referenced by an iron pin found 0.07' North and 0.27' West;

Thence **North 21°42'08" East**, parallel with the centerline of Courtland Drive being the basis of bearing and at a perpendicular distance of 30 feet along the Westerly sideline, a distance of **121.98 feet** to a 5/8" x 30" iron pin set (w/yellow cap "D.F. Sheehy, S-7849") and the Principle Place of Beginning of the Premises herein intended to be described;

Course 1 Thence **North 68°17'52" West**, a distance of **19.00 feet** to an iron pin set;

- Course 2** Thence **North 21°42'08" East**, parallel with and at a perpendicular distance of 19.00 feet from said Westerly sideline of Courtland Drive, a distance of **47.00 feet** to an iron pin set;
- Course 3** Thence **South 68°17'52" East**, a distance of **19.00 feet** to an iron pin set on the Westerly sideline of Courtland Drive;
- Course 4** Thence **South 21°42'08" West**, a distance of **47.00 feet** to the Principal Place of Beginning and containing **0.0205 acres (893 sq.ft.)** of land as calculated and described from Cuyahoga County Records by Donald F. Sheehy, Registered Surveyor #7849 of Chagrin Valley Engineering, Ltd. in July, 2016, be the same, more or less;

The **Basis of Bearing** for this legal description is **North 21°42'08" East** as the centerline of Courtland Drive (width varies) as evidenced by monuments found and is the same as calculated and reproduced from the Ohio State Plane Coordinates System, North Zone by ties to the O.D.O.T. VRS Network using Station GARF and are used to indicate angles only;



Scale: 1" = 40'

PERPETUAL DRAINAGE EASEMENT

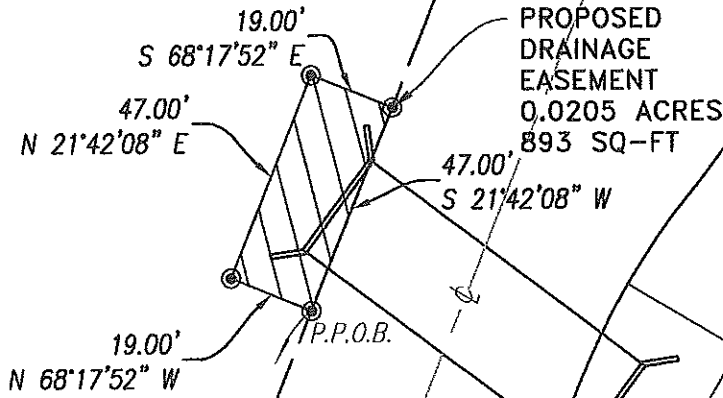
8622 Courtland Drive

City of Strongsville, County of Cuyahoga, Ohio

From: Margarite M. Brickman-Abegglen & Alan W Abegglen

To: City of Strongsville, Cuyahoga County, Ohio

MARGUARITE M. BRICKMAN-ABEGGLEN
& ALAN ABEGGLEN
PP# 391-11-005
HN 8622 COURTLAND DR.
DEED DOC#201208170520
08/17/2012



Basis of Bearing:
N21°42'08"E as the centerline of Courtland Dr. (Width Varies) as evidenced by monuments found and is the same as calculated and reproduced from the Ohio State Plan Coordinates System, North Zone by ties to the O.D.O.T. VRS Network using Station GARF and are used to indicate angles only.

LEGEND

- P.O.B. PLACE OF BEGINNING
- P.P.O.B. PRINCIPAL PLACE OF BEGINNING
- R/W RIGHT-OF-WAY
- ⊕ CENTERLINE
- ⊗ PROPERTY LINE
- EXISTING R/W MONUMENT BOX FOUND AS NOTED
- ⊙ 5/8" X 30" I.P. SET (W/YELLOW CAP "D.F. SHEEHY, S-7849")
- 5/8" IRON PIN FOUND

KENNETH W HELMS
PP# 391-11-039
HN 8619 COURTLAND DR.
DEED DOC#0519778
BOOK 87-8173 PAGE 52
12/03/1987

5/8" IRON PIN FOUND
(0.07'N/
0.27'W)

5/8" IRON PIN FOUND
HELD FOR LINE
(0.08 N)

1/2" IRON PIN
MONUMENT BOX FOUND
PIN BENT NORTH

Exhibit 'B'

PREPARED BY:

CVE CHAGRIN VALLEY
ENGINEERING, LTD.

Creative Engineers. Intelligent Solutions.

22999 Forbes Road, Suite B Cleveland, Ohio 44146-5667
Phone - 440.439.1999 Fax - 440.439.1969 www.cvelimited.com

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 097

By: Mayor Perciak and Mr. Daymut

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE BOWMAN DRIVE, DRAKE ROAD AND FETZER DRIVE SANITARY SEWER 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 Bowman Drive, Drake Road and Fetzer Drive Sanitary Sewer Project, consisting of installation of approximately 5,250 LF of sanitary sewer, manholes, sanitary connections, appurtenances and pavement replacement, 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 General Capital Improvement Fund, Sanitary Sewer Fund, from the collection of special assessments to be levied by the City, and such other State and local funds made available for the Project.

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 commence such project in order to eliminate hazards and provide for a system of centralized sewage collection, disposal and treatment, to improve properties within the City 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: _____

CITY OF STRONGSVILLE
RESOLUTION NO. 2017 - 097
PAGE 2

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

Attest: _____
Clerk of Council

RES
ORD. No. 2017-097 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 098

By: Mayor Perciak and All Members of Council

A RESOLUTION REJECTING ALL BIDS SUBMITTED FOR THE PRIEM ROAD SOUTH SANITARY SEWER PROJECT IN THE CITY OF STRONGSVILLE; AUTHORIZING THE MAYOR TO RE-ADVERTISE FOR BIDS FOR THE SAME, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Resolution No. 2017-057, this Council previously authorized the Mayor to advertise for bids for the Priem Road South Sanitary Sewer Project; and

WHEREAS, pursuant to the invitation for bids, various bids were timely received; and

WHEREAS, pursuant to Ohio Revised Code Section 153.12, the Administration and Council are required to reject the bids received and re-advertise for bids because the total contract price for the project exceeds the published City Engineer's total estimate of costs by substantially more than ten percent (10%); and

WHEREAS, based upon the above, this Council has determined that it is necessary to reject any and all bids, and re-advertise for bids based upon the new and revised specifications and estimate of costs.

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

Section 1. That for the foregoing reasons, this Council finds and determines that the bids submitted for the Priem Road South Sanitary Sewer Project are hereby rejected.

Section 2. That the Mayor be and is hereby authorized to re-advertise for bids for the Priem Road South Sanitary Sewer Project consisting of installation of approximately 925 LF of sanitary sewer, manholes, sanitary connections, appurtenances and pavement replacement, in accordance with the drawings, plans, specifications and other bid documents on file in the office of the City Engineer, which are in all respects hereby approved.

Section 3. That the funds necessary for the purposes of this Resolution have been appropriated and shall be paid from the Sanitary Sewer Fund.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 - 098

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 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 5. 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 to re-advertise for this project and modify the estimate of costs, in order to provide for a system of centralized sewage collection, disposal and treatment, which will eliminate hazards, improve properties within the City, and conserve 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. 2017-098 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 099

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS (SCBA) UNITS AND RELATED EQUIPMENT FOR USE BY THE FIRE DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised for the purchase of seven (7) self-contained breathing apparatus (SCBA) units; fourteen (14) compressed air cylinders; sixty-five (65) facepieces; and two (2) emergency breathing support systems (RIT-Pak), for use by the Fire Department; and

WHEREAS, one bid was received, which is fair and reasonable and in the best interest of the City, and therefore, Council is desirous of proceeding to award and enter into a contract for such equipment.

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

Section 1. That this Council hereby finds and determines that the bid submitted by **WARREN FIRE EQUIPMENT, INC.** for the purchase of seven (7) self-contained breathing apparatus (SCBA) units; fourteen (14) compressed air cylinders; sixty-five (65) facepieces; and two (2) emergency breathing support systems (RIT-Pak) for use by the Fire Department, meets the specifications on file in the office of the Fire Chief; is in compliance with the applicable requirements for bidding and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. Council hereby waives any informalities and/or minor defects in the bid process.

Section 2. That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in an amount not to exceed \$64,625.00 for the purchase of the aforesaid equipment, in accordance with the specifications on file in the office of the Fire Chief.

Section 3. That the funds for the purposes of said contract have been appropriated and shall be paid from the Emergency Vehicle Fund and Fire 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 necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City; and for the further reason that it is immediately necessary to enter into said contract in order to protect the safety of members of the Fire Department, to aid in protecting the lives and property of individuals residing in the City, to provide for the continuity of services and operation of the Fire Department, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-099 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 100

By: Mayor Perciak and Mr. Short

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH A FIRM OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS FOR PROFESSIONAL ACCOUNTING SERVICES TO PREPARE FINANCIAL STATEMENTS FOR THE CITY OF STRONGSVILLE FOR FISCAL YEARS 2017, 2018 AND 2019, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, it is once again necessary for the City to arrange for professional preparation of financial statements (Comprehensive Annual Financial Report) in accordance with GASB Statement 34 public entity requirements under Ohio law; and

WHEREAS, a firm of independent certified public accountants, which has previously conducted audits of the books and records of the City of Strongsville and preparation of its financial statements, has now submitted a proposal to prepare only the financial statements of the City at competitive rates; and

WHEREAS, such firm is familiar with City records, procedures and processes which will facilitate efficient and timely preparation of annual financial statements and be advantageous to the City; and

WHEREAS, this Council recognizes and acknowledges that a contract with such a firm constitutes a "personal services" contract as that term is set out in Article V, §5(b) of the City Charter.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the City Charter, that it is necessary and in the best interests of the City to enter into a personal services contract, without public bidding, with James G. Zupka C.P.A., Inc., in order to contract for professional accounting services to prepare required annual financial statements for the City of Strongsville on an efficient and timely basis in accordance with criteria mandated under Ohio law.

Section 2. That accordingly the Mayor be and is hereby authorized and directed to enter into an Agreement with **JAMES G. ZUPKA C.P.A., INC.**, a firm of independent Certified Public Accountants, for professional accounting services to prepare financial statements for the City of Strongsville for the fiscal years beginning January 1, 2017

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 100
Page 2

and ending December 31, 2019, without public bidding, and in accordance with the Proposal attached hereto as Exhibit "1" and incorporated herein.

Section 3. That the funds for the purpose of such Agreement shall be paid from the General Fund, and shall be paid for subsequent years from the General Fund in accordance with future appropriation ordinances of Council.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to arrange for preparation of the City's financial statements for 2017 and subsequent years, in order to remain in compliance with legal requirements of the State of Ohio. 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. 2017-100 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

JAMES G. ZUPKA, C.P.A., INC.

Certified Public Accountants

5240 East 98th Street

Garfield Hts., Ohio 44125

Member American Institute of Certified Public Accountants

(216) 475 - 6136

Ohio Society of Certified Public Accountants

May 2, 2017

Mr. Thomas P. Perciak
Mayor
City of Strongsville
18688 Royalton Road
Strongsville, Ohio 44136

Mr. Joe Dubovec
Finance Director
City of Strongsville
18688 Royalton Road
Strongsville, Ohio 44136

Dear Mayor Perciak and Mr. Dubovec:

This letter confirms our recent discussion regarding professional accounting services our firm can provide the City of Strongsville.

We will provide the following services to prepare the financial statements in accordance with GASB Statement 34, *Basic Financial Statements and Management's Discussion and Analysis for State and Local Governments*, and all other GASB statements applicable to the preparation of the financial statements and CAFR for the years ended December 31, 2017, 2018, and 2019:

1. We will review the Management's Discussion and Analysis which will include the following components:
 - a. Description of the basic financial statements
 - b. Provision of condensed government-wide financial information in the form of condensed financial statements
 - c. Analysis of the overall financial position and results of operations for governmental activities and business-type activities
 - d. Discussion of significant transactions and changes in individual funds
 - e. Discussion of what happened with the budget this year
 - f. Description of capital assets and long-term debt activity during the year
 - g. Description of what happened to infrastructure assets
 - h. Description of any currently known facts, decisions, or conditions that are expected to have a significant effect on next year and beyond

Ex. 1

2. We will assist with the preparation of the two types of basic financial statements: government-wide statements and fund financial statements. In relation to these statements, the following areas will be addressed:

Assets and Deferred Outflows of Resources

- a. Distinction between governmental and business-type activities
- b. Identification and reporting of capital assets, including infrastructure assets - with client assistance

Liabilities and Deferred Inflows of Resources

- a. Distinction between governmental and business-type activities
- b. Review of client prepared accounts payable and accrued liabilities by fund/function

Net Position

- a. Distinction between governmental and business-type activities
- b. Conversion of fund balances to the three components of net assets required for government-wide reporting
 1. Net Investments in capital assets
 2. Restricted
 3. Unrestricted

Revenues

Assist in the identification and reporting of revenues as program revenues and general revenues

Expenses

- a. Identification and reporting of expenses by function/program
- b. Identification and reporting of indirect expenses

Fund Financial Statements

- a. Identification and reporting of major and nonmajor funds for financial statement presentation
- b. Reconciliation of governmental fund statements to governmental entity-wide statements

Footnote Disclosures

- a. Modification of footnote disclosures as deemed necessary by any new GASB Statements
 - b. Summary of significant accounting policies
 - c. Preparation of statistical section as deemed necessary by GASB Statement No. 44
3. We will assist with the preparation of budgetary comparison schedules to include both the original and final budgets for all funds.

Mayor Perciak and Mr. Joe Dubovec, Finance Director
City of Strongsville
May 2, 2017
Page 3

We wish to emphasize that our services do not include an audit of the financial statements in accordance with generally accepted auditing standards, nor an expression of opinion as to their fair presentation. Further, our services are not specifically designed and cannot be relied upon to disclose defalcations or other irregularities although, if present, their discovery may result.

Our proposed fees are based on the level of services we provide to your City. The following estimate was prepared based on our recent conversation and assumes information and documents we discussed will be provided by your staff.

Our fee for preparation of the basic financial statement services will be based upon the amount of time required for such services. We have listed detailed information regarding hours and fees in the attachment. We will invoice only for the hours incurred on this engagement. Should we encounter circumstances that would increase the estimated hours, we will advise you and the increased hours would be agreed to by both parties prior to any changes. We will complete the basic financial statements by May 30, 2018, 2019, and 2020.

Should services other than those covered by this letter be required or requested, their extent and the additional fees will be discussed before we perform the work.

We shall be pleased to discuss this letter with you at any time and to explain the reasons for any item. We appreciate this opportunity to respond to your request for accounting services and we are looking forward to our continued business relationship.

If the terms above are acceptable to the City of Strongsville and the services outlined are in accordance with the City's requirements, please sign the copy of this letter in the space provided and return it to us.

Sincerely,



James G. Zupka, CPA, Inc.
Certified Public Accountants

Accepted by the City of Strongsville:

BY _____

TITLE Thomas P. Perciak, Mayor

DATE _____

SCHEDULE OF FEES

The following lists the anticipated hours and hourly rate to accomplish the proposed accounting services and preparation of the CAFR for the City of Strongsville for 2017, 2018, and 2019.

<u>Staff</u>	<u>2017 Hours</u>	<u>2018 Hours</u>	<u>2019 Hours</u>
Partner	40	40	40
Manager	210	210	210
Staff Accountant	<u>80</u>	<u>80</u>	<u>80</u>
Total Hours	330	330	330
Hourly Rate	<u>\$ 75</u>	<u>\$ 76</u>	<u>\$ 77</u>
Total Fee	<u>\$ 24,750</u>	<u>\$ 25,080</u>	<u>\$ 25,410</u>
Project Total			<u>\$ 75,240</u>

The Project Total amount will be the not-to-exceed total for the 2017, 2018, and 2019 accounting services. We have used an average hourly rate which would be in place for any additional services that the City may require. CAFR printing cost not included in these fees and will be billed separately.