

City of Strongsville

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

City Council

Michael J. Daymut
Ward 1

Matthew A. Schonhut
Ward 2

James E. Carbone
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

Kenneth M. Dooner
At-Large

Duke Southworth
At-Large

Aimee Pientka, MMC
Clerk of Council

Tiffany Mekeel, CMC
Assistant Clerk of Council

July 13, 2017

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, July 17, 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. 2017-111, 2017-122, 2017-123, 2017-124, 2017-125, 2017-126, 2017-128, 2017-130, 2017-131 and Resolution Nos. 2017-127 and 2017-129.

Finance Committee will meet to discuss Resolution No. 2017-114.

Public Service and Conservation Committee will meet to discuss Ordinance No. 2017-132.

Communications and Technology Committee will meet to discuss Ordinance No. 2017-133.

Recreation and Community Services Committee

A motion will be made to approve the Recreation and Community Services Committee meeting minutes of Friday, July 7, 2017.

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

Committee of the Whole will meet to discuss Ordinance No. 2017-134 and Resolution No. 2017-135. The committee will then consider a motion to adjourn into **Executive Session** with the Law Director and other members of the Administration for the purpose of discussing legal matters.

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, JULY 17, 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 – July 3, 2017*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
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. 2017-111 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 PROPERTY LOCATED AT 17800 ROYALTON ROAD (A PORTION OF PPN 396-12-002) IN THE CITY OF STRONGSVILLE, FROM OB (OFFICE BUILDING) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION, AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 07-03-17. Tabled by Planning Commission 07-13-17.*
- Resolution No. 2017-114 by Mr. Short. A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE OF THE CITY TO CERTIFY TO THE FISCAL OFFICER OF CUYAHOGA COUNTY UNPAID PROPERTY MAINTENANCE NUISANCE ABATEMENTS FOR LEVY AND COLLECTION ACCORDING TO LAW, AND DECLARING AN EMERGENCY. *First reading 07-03-17.*
- Ordinance No. 2017-122 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 14092 PEARL ROAD, IN THE CITY OF STRONGSVILLE, FROM GB (GENERAL BUSINESS) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION (PPN 393-18-014), AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-123 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 14356 PEARL ROAD (PPN 393-19-033) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-124 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PRIEM ROAD SOUTH SANITARY SEWER PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-125 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE BOWMAN DRIVE, DRAKE ROAD AND FETZER DRIVE SANITARY SEWER PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-126 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT GRANT/LOAN AGREEMENT WITH THE STATE OF OHIO, THROUGH THE OHIO PUBLIC WORKS COMMISSION FOR ISSUE 1 FINANCIAL ASSISTANCE IN CONNECTION WITH THE DRAKE, BOWMAN & FETZER SANITARY SEWER PROJECT (OPWC PROJECT NOS. CA13U & CA14U), AND DECLARING AN EMERGENCY.

- Resolution No. 2017-127 by Mayor Perciak and All Members of Council. A RESOLUTION DECLARING THE OFFICIAL INTENT AND REASONABLE EXPECTATION OF THE CITY OF STRONGSVILLE ON BEHALF OF THE STATE OF OHIO AS THE BORROWER TO REIMBURSE ITS GENERAL CAPITAL IMPROVEMENT FUND AND SANITARY SEWER FUND FOR THE DRAKE, BOWMAN & FETZER SANITARY SEWER PROJECT (OPWC PROJECT NOS. CA13U & CA14U) WITH THE PROCEEDS OF TAX EXEMPT DEBT OF THE STATE OF OHIO.
- Ordinance No. 2017-128 Mayor Perciak and Mr. Daymut. AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF ESTATES AT ARBOR CREEK SUBDIVISION IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2017-129 by Mayor Perciak and Mr. Daymut. A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN THE ESTATES AT ARBOR CREEK SUBDIVISION IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-130 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND FABRIZI TRUCKING & PAVING COMPANY, INC., IN CONNECTION WITH THE FAWN MEADOW LANE AND IVYWOOD COURT WATERLINE REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-131 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND FABRIZI TRUCKING & PAVING COMPANY, INC., IN CONNECTION WITH THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2017, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-132 by Mayor Perciak and Mr. Carbone. AN ORDINANCE REQUESTING PARTICIPATION IN AN OHIO DEPARTMENT OF TRANSPORTATION CONTRACT WITH PAVEMENT TECHNOLOGY, INC. (No. 101L-18) FOR THE PURCHASE OF LIQUID ASPHALT, 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. 2017-133 by Mr. Schonhut. AN ORDINANCE AUTHORIZING THE DISPOSAL OF CERTAIN COMPUTER AND ELECTRONIC EQUIPMENT NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE.
- Ordinance No. 2017-134 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 618.12(c) OF CHAPTER 618 ANIMALS OF PART SIX-GENERAL OFFENSES CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING TERMS AND CONDITIONS FOR HUNTING WHITE-TAILED DEER, AND DECLARING AN EMERGENCY.

- Resolution No. 2017-135 by Mayor Perciak and All Members of Council. A RESOLUTION EXTENDING THE MORATORIUM ON ACCEPTANCE OF APPLICATIONS FOR AND ISSUANCE OF APPROVALS, LICENSES AND/OR PERMITS FOR BUILDING CONSTRUCTION OR RECONSTRUCTION, LAND OR BUILDING USE, OR OCCUPANCY FOR ANY BUILDING, STRUCTURE, USE OR CHANGE OF USE THAT WOULD ENABLE THE CULTIVATION, PROCESSING, OR SALE OF MEDICAL MARIJUANA FOR AN ADDITIONAL PERIOD OF FOUR (4) MONTHS FROM THE EFFECTIVE DATE OF THIS RESOLUTION, IN ORDER TO ALLOW THE CITY ADMINISTRATION, COUNCIL AND THE PLANNING COMMISSION TO CONTINUE TO REVIEW APPLICABLE OHIO STATUTES, CRIMINAL CODES AND THE APPROPRIATE CODES RELATIVE TO SUCH USE, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: STCK-C1-C2-D6-D8: To: Rego Brothers Inc.; DBA: Regos, 19600 W 130th Street, Strongsville, Ohio 44136 (Responses must be postmarked no later than 08/07/2017).

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 111

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 PROPERTY LOCATED AT 17800 ROYALTON ROAD (A PORTION OF PPN 396-12-002) IN THE CITY OF STRONGSVILLE, FROM OB (OFFICE BUILDING) 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 17800 Royalton Road (a portion of PPN 396-12-002), from OB (Office Building) classification to GB (General Business) classification, which property is more fully described and depicted in Exhibits "A" and "B", attached hereto and incorporated herein as if fully rewritten.

Section 2. That the Clerk of Council is hereby authorized to cause the necessary change 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, 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 upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 111
Page 2

First Reading: July 3, 2017.

Referred to Planning Commission

Tabled by the Planning Commission July 13, 2017.

Second Reading: _____

Third Reading: _____

Approved: _____

Public Hearing: _____

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2017-111 Amended: _____
1st Rdg. 07/03/17 Ref: PC/PZE
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____
Tabled by Planning Commission
7/13/17
Pub Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____



**LEGAL DESCRIPTION FOR THE RE-ZONING OF A PORTION OF PERMANENT
PARCEL NUMBER 396-12-002**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being a single consolidated parcel of land as shown on the Lot Consolidation, recorded in Volume 298 of Maps, Page 86 of Cuyahoga County Records, being part of Original Strongsville Township Lot Number 46, bounded and described as follows:

Beginning at a point in the original centerline of Royalton Road, State Route 82, (60 feet wide, now 80 feet wide) at the southwesterly corner of land conveyed to Ledgehill Office Building LTD by deed recorded in Volume 15645, page 341 of Cuyahoga County Records, said point being South 88°47'04" West, 457.43 feet from a 1" iron pin monument found at the southeasterly corner of Original Strongsville Lot Number 46;

Thence along the original centerline of Royalton Road, South 88°47'04" West, passing through a 1" iron pin monument at 121.00 feet, a total distance of 405.96 feet to an angle point in the original centerline of Royalton Road;

Thence continuing along the original centerline of Royalton Road, North 74°14'09" West, 389.57 feet to the southeasterly corner of land conveyed to Howard Hirt and Maude C. Hirt by deed dated November 1, 1943 and recorded in Volume 5639, page 370 of Cuyahoga County Records, said point being South 74°14'09" East, 1507.84 feet from a 1" iron pin monument found at the intersection of the centerline of Royalton Road and the easterly line of Strongsville Public Square;

Thence along the easterly line of land so conveyed to Howard Hirt and Maude C. Hirt, North 02°09'10" East, 41.16 feet to a point witnessed by 1/2 inch iron pin found 0.18' west and 0.03 feet north therefrom and the principal place of beginning of the parcel described herein:

Course 1) Thence continuing along the easterly line of land so conveyed to Howard Hirt and Maude C. Hirt North 02°09'10" East, 347.00 feet to a point witnessed by 5/8 inch iron pin found good east and west and 0.19 feet north therefrom;

Course 2) Thence South 88 degrees 17 minutes 28 seconds East, a distance of 258.81 feet to a point;

Course 3) Thence North 68 degrees 54 minutes 13 seconds East, a distance of 555.05 feet to a point on the westerly line of land conveyed to Iyami Condominium Association, Inc. by deed recorded in AFN #201611160425 of Cuyahoga County Records;

Course 4) Thence along the said westerly line of Iyami Condominium Association, Inc. lands and the westerly line of lands conveyed to HS Acquisition LLC by deed recorded in AFN

#201610170579 of Cuyahoga County Records and Alessio Properties, LLC by deed recorded in AFN #201108250220 of Cuyahoga County Records, South 00 degrees 52 minutes 27 seconds West, a distance of 637.23 feet to a point on the northerly line of Royalton Road;

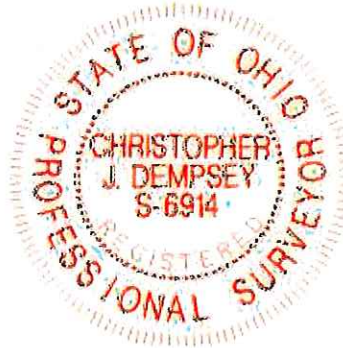
Course 5) Thence along the northerly line of Royalton Road, South 88 degrees 47 minutes 06 seconds West, a distance of 122.47 feet to a point of curvature;

Course 6) Thence continuing along the northerly line of Royalton Road, along a curve to the right with an arc length of 553.89 feet, with a radius of 1869.18 feet, with a chord bearing of North 82 degrees 43 minutes 33 seconds West, and a chord length of 551.86 feet to a point of tangency;

Course 7) Thence continuing along the northerly line of Royalton Road, North 74 degrees 14 minutes 02 seconds West, a distance of 114.30 feet to the principal place of beginning containing 8.5790 acres (373,700 square feet) of land as described by Christopher J. Dempsey, Professional Surveyor No. 6914, Dempsey Surveying Company on May 10, 2017.



Christopher J. Dempsey, PS
Professional Surveyor No. 6914



PETITION FOR ZONING CHANGE

Ordinance Number: 2017-111

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 OB use to a class GB use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: the ENTIRE PROPERTY IS ONLY FINANCIALLY FEASIBLE WITH A RETAIL COMPONENT

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: the PROPERTY IS COMMERCIAL NOW AND OWNERS ARE NOT CHANGING the COMMERCIAL USE. The OWNER will TAKE STEPS to MINIMIZE IMPACT ON VICINITY. OTHER HAVE GB IN THE AREA.

Please list other supporting documents (if any) which accompany this petition:

1. Property Survey
2. Legal Description
3. Renderings

THE PROPOSED USE OF THE PROPERTY IS: to change 8.579 acres to retail use.

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

Name: Somera Road- 17800 Royalton, LLC - Ian Ross

Address: c/o Somera Road Inc. 105 East 24th Street, #1569 MN
NY
10156

Telephone Number: 646-766-8181

Signature of Owner(s)

New York
State of Ohio *New York*
County of Cuyahoga

I/We, the undersigned, and subscribed in my presence this 13 day of JUNE, 2017.

LISS Swindland
Notary Public, State of New York
No. 01CH6161780
Qualified in Kings County
Commission Expires April 07, 2019

Notary Public

My commission expires: 04/07/2019

* 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.

PROPERTY DESCRIPTION FORM

Ordinance Number: 2017-111

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: 17800 Royalton Road, Strongsville, OH

Permanent Parcel No.: 396-12-002

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Royalton Road

Number and type of buildings which now occupy property (if any): One (1) Office Building

Acreage: 21.478 total (8.579 to be rezoned)

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

Said deed restrictions (will) (have) expire(d) on: _____

Said property is presently under lease or otherwise encumbered as follows: Mortgage from SV Royalton Funding LLC to Somera Road - 17800 Royalton, LLC

Owner(s)	Percent of Ownership:
1. <u>Somera Road - 17800 Royalton, LLC</u>	<u>100</u> %
2. _____	_____ %
3. _____	_____ %

[Signature]
Signature of Owner(s)

New York
State of ~~Ohio~~ New York
County of Cuyahoga)

Sworn to and subscribed to in my presence this 13 day of June, 2017.

[Signature]
Notary Public

My commission expires 04/07/2019



* 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.



SUMMARY	20 acres
GLA SUMMARY	
OFFICE	-120,000SF
RETAIL	
RETAIL A	8,900SF
RETAIL B	9,250SF
RETAIL C	17,500SF
RETAIL D	14,400SF
RETAIL E	16,500SF
RETAIL F	17,500SF
TOTAL	84,050SF



06.19.2017 RDLA 16247

200'

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer

FROM: Aimee Pientka, Clerk of Council

DATE: June 21, 2017

SUBJECT: Rezoning Application
Somera Road Inc.; Owner
PPN: 396-12-002
Address: 17800 Royalton Road
From Office Building (OB) 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

City of Strongsville

Memorandum

To: Neal Jamison, Law Director

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

From: Lori Daley, Assistant City Engineer

Date: June 22, 2017

Re: Rezoning Application
Somera Road Inc., Owner
Part of PPN 396-12-002
17800 Royalton Road
From OB to GB

Neal,

The legal description included in the Clerk of Council's June 21, 2017 memo regarding the above referenced application accurately depicts 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: July 5, 2017
SUBJECT: Referral from Council: Ordinance No. 2017-111

At its regular meeting of July 3, 2017, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2017-111 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 PROPERTY LOCATED AT 17800 ROYALTON ROAD (A PORTION OF PPN 396-12-002) IN THE CITY OF STRONGSVILLE, FROM OB (OFFICE BUILDING) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION, AND DECLARING AN EMERGENCY.

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

TAM
Attachment

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 111

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 PROPERTY LOCATED AT 17800 ROYALTON ROAD (A PORTION OF PPN 396-12-002) IN THE CITY OF STRONGSVILLE, FROM OB (OFFICE BUILDING) CLASSIFICATION TO GB (GENERAL BUSINESS) CLASSIFICATION AND R-RS (RESTAURANT-RECREATIONAL SERVICES) CLASSIFICATION, AND DECLARING AN EMERGENCY, **AS AMENDED**.

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 17800 Royalton Road (a portion of PPN 396-12-002), from OB (Office Building) classification to GB (General Business) classification and **R-RS (Restaurant-Recreational Services) classification**, which property is more fully described and depicted in Exhibits "A", ~~and~~ "B" and "C", attached hereto and incorporated herein as if fully rewritten.

Section 2. That the Clerk of Council is hereby authorized to cause the necessary change 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, to enhance economic development within the City, and to conserve

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 – 111
Page 2

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.

First Reading: _____

Referred to Planning Commission

Second Reading: _____

Third Reading: _____

Approved: _____

Public Hearing: _____

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-111 Amended: _____
 1st Rdg. 07/03/17 Ref: PC/P25
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



**LEGAL DESCRIPTION FOR THE RE-ZONING OF THE SOUTHWESTERLY
PORTION OF PERMANENT PARCEL NUMBER 396-12-002
FROM OB-OFFICE BUILDING TO GB-GENERAL BUSINESS**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being a single consolidated parcel of land as shown on the Lot Consolidation, recorded in Volume 298 of Maps, Page 86 of Cuyahoga County Records, being part of Original Strongsville Township Lot Number 46, bounded and described as follows:

Beginning at a point in the original centerline of Royalton Road, State Route 82, (60 feet wide, now 80 feet wide) at the southwesterly corner of land conveyed to Ledgehill Office Building LTD by deed recorded in Volume 15645, page 341 of Cuyahoga County Records, said point being South 88°47'04" West, 457.43 feet from a 1" iron pin monument found at the southeasterly corner of Original Strongsville Lot Number 46;

Thence along the original centerline of Royalton Road, South 88°47'04" West, passing through a 1" iron pin monument at 121.00 feet, a total distance of 405.96 feet to an angle point in the original centerline of Royalton Road;

Thence continuing along the original centerline of Royalton Road, North 74°14'09" West, 389.57 feet to the southeasterly corner of land conveyed to Howard Hirt and Maude C. Hirt by deed dated November 1, 1943 and recorded in Volume 5639, page 370 of Cuyahoga County Records, said point being South 74°14'09" East, 1507.84 feet from a 1" iron pin monument found at the intersection of the centerline of Royalton Road and the easterly line of Strongsville Public Square;

Thence along the easterly line of land so conveyed to Howard Hirt and Maude C. Hirt, North 02°09'10" East, 41.16 feet to a point witnessed by 1/2 inch iron pin found 0.18' west and 0.03 feet north therefrom and the principal place of beginning of the parcel described herein:

Course 1) Thence continuing along the easterly line and the extension thereof of land so conveyed to Howard Hirt and Maude C. Hirt North 02°09'10" East, 420.50 feet to a point;

Course 2) Thence South 88 degrees 36 minutes 20 seconds East, a distance of 256.02 feet to a point;

Course 3) Thence North 76 degrees 26 minutes 43 seconds East, a distance of 183.60 feet to a point;

Course 4) Thence South 18 degrees 06 minutes 43 seconds East, a distance of 305.94 feet to a point;

EXHIBIT A

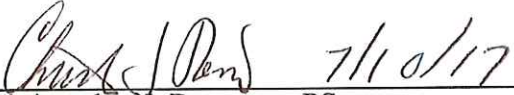
Course 5) Thence along a curve to the right with an arc length of 54.43 feet, with a radius of 229.61 feet, with a chord bearing of South 05 degrees 45 minutes 21 seconds East, and a chord length of 54.30 feet to a point;

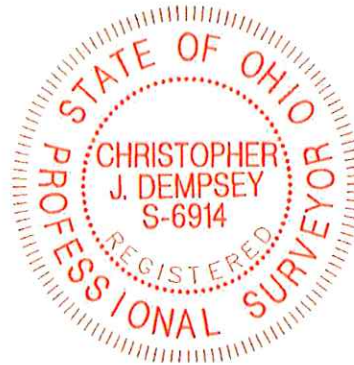
Course 6) Thence South 01 degrees 02 minutes 05 seconds West, a distance of 56.14 feet to a point;

Course 7) Thence South 00 degrees 39 minutes 27 seconds West, a distance of 156.12 feet to a point on the northerly line of Royalton Road;

Course 8) Thence along the northerly line of Royalton Road, along a curve to the right with an arc length of 444.42 feet, with a radius of 1869.18 feet, with a chord bearing of North 81 degrees 02 minutes 53 seconds West, and a chord length of 443.38 feet to a point;

Course 9) Thence continuing along the northerly line of Royalton Road, North 74 degrees 14 minutes 02 seconds West, a distance of 114.30 feet to the principal place of beginning containing 5.7972 acres (252,528 square feet) of land as described by Christopher J. Dempsey, Professional Surveyor No. 6914, Dempsey Surveying Company on July 10, 2017.


Christopher J. Dempsey, PS
Professional Surveyor No. 6914





**LEGAL DESCRIPTION FOR THE RE-ZONING OF THE SOUTHEASTERLY
PORTION OF PERMANENT PARCEL NUMBER 396-12-002
FROM OB-OFFICE BUILDING TO R-RS RESTAURANT AND RECREATIONAL
SERVICES**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being a single consolidated parcel of land as shown on the Lot Consolidation, recorded in Volume 298 of Maps, Page 86 of Cuyahoga County Records, being part of Original Strongsville Township Lot Number 46, bounded and described as follows:

Beginning at a point in the original centerline of Royalton Road, State Route 82, (60 feet wide, now 80 feet wide) at the southwesterly corner of land conveyed to Ledgehill Office Building LTD by deed recorded in Volume 15645, page 341 of Cuyahoga County Records, said point being South 88°47'04" West, 457.43 feet from a 1" iron pin monument found at the southeasterly corner of Original Strongsville Lot Number 46;

Thence North 00 degrees 52 minutes 27 seconds East, 40.03 feet to a point on the northerly line of Royalton Road, said point being the southwesterly corner of land conveyed to Alessio Properties, LLC by deed recorded in AFN #201108250220 of Cuyahoga County Records and the principal place of beginning of the parcel described herein:

Course 1) Thence along the northerly line of Royalton Road, South 88 degrees 47 minutes 06 seconds West, a distance of 122.47 feet to a point of curvature;

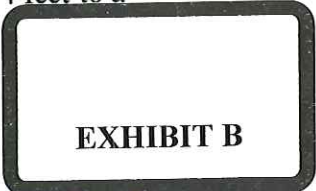
Course 2) Thence continuing along the northerly line of Royalton Road, along a curve to the right with an arc length of 109.46 feet, with a radius of 1869.18 feet, with a chord bearing of North 89 degrees 32 minutes 14 seconds West, and a chord length of 109.45 feet to a point;

Course 3) Thence North 00 degrees 39 minutes 27 seconds East, a distance of 156.12 feet to a point;

Course 4) Thence North 01 degrees 02 minutes 05 seconds East, a distance of 56.14 feet to a point of curvature;


Course 5) Thence along a curve to the left with an arc length of 54.43 feet, with a radius of 229.61 feet, with a chord bearing of North 05 degrees 45 minutes 21 seconds West, and a chord length of 54.30 feet to a point;

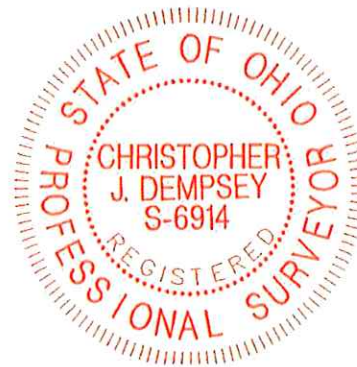
Course 6) Thence North 18 degrees 06 minutes 43 seconds West, a distance of 305.94 feet to a point;



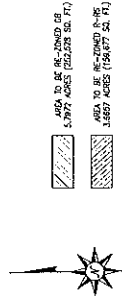
Course 7) Thence North 76 degrees 26 minutes 43 seconds East, a distance of 349.08 feet to a point on the point on the westerly line of land conveyed to Iyami Condominium Association, Inc. by deed recorded in AFN #201611160425 of Cuyahoga County Records;

Course 8) Thence along the said westerly line of Iyami Condominium Association, Inc. lands and the westerly line of lands conveyed to HS Acquisition LLC by deed recorded in AFN #201610170579 of Cuyahoga County Records and Alessio Properties, LLC by deed recorded in AFN #201108250220 of Cuyahoga County Records, South 00 degrees 52 minutes 27 seconds West, a distance of 637.23 feet to the principal place of beginning containing 3.6657 acres (159,677 square feet) of land as described by Christopher J. Dempsey, Professional Surveyor No. 6914, Dempsey Surveying Company on July 10, 2017.


Christopher J. Dempsey, PS
Professional Surveyor No. 6914



MAP TO ACCOMPANY LEGAL DESCRIPTION FOR
RE-ZONING OF THE SOUTHERLY PORTION OF PPN
396-12-002



AREA TO BE RE-ZONED OR
3.977 ACRES (SHADED SL. FT.)

AREA TO BE RE-ZONED R-95
3.667 ACRES (HATCHED SL. FT.)

NO.	DESCRIPTION	DATE
1	PREPARED BY	
2	DATE	
3	BY	
4	FOR	
5	BY	
6	DATE	
7	BY	
8	FOR	
9	BY	
10	DATE	

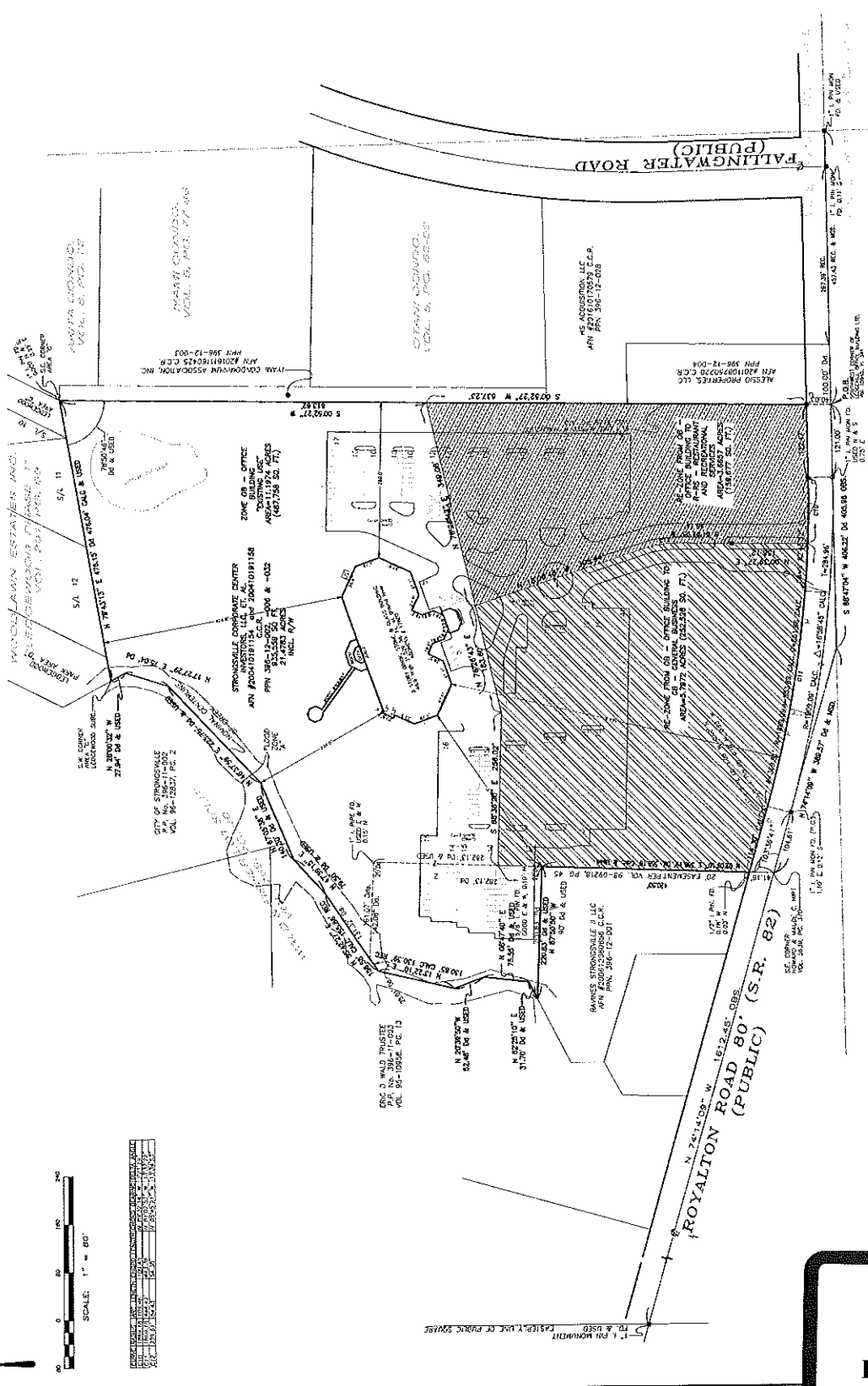


EXHIBIT C

AMENDED **PETITION FOR ZONING CHANGE**

Ordinance Number: 2017-111

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 OB use to a class GB and R-RS use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: _____

the entire property is only financially feasible with a retail and restaurant component

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: _____

the current use is commercial and owners are not changing the commercial use; the owner will take steps to minimize impact on the vicinity; and others have GB and R-RS in the area.

Please list other supporting documents (if any) which accompany this petition:

1. Property Survey
2. Legal Description
3. Renderings

THE PROPOSED USE OF THE PROPERTY IS: Retail and stand-alone restaurant(s)

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

Name: Somera Road - 17800 Royalton, LLC - Ian Ross

Address: c/o Somera Road Inc., 115 East 34th Street, #1569, New York, New York 10156

Telephone Number: 646-766-8181

Signature of Owner(s) _____

State of ~~Ohio~~ ^{New York}
County of ~~Cuyahoga~~ ^{New York}

Sworn to and subscribed in my presence this 10 day of July, 2017.



Notary Public _____
04/07/2019

My commission expires: _____

* 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.

AMENDED **PROPERTY DESCRIPTION FORM**

Ordinance Number: 2017-111

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: 17800 Royalton Road

Permanent Parcel No.: 396-12-002

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Royalton Road

Number and type of buildings which now occupy property (if any): One (1) Office Building

Acreage: Total Acreage of Property is 21.478 acres (5.792 to be rezoned GB L, 3.6657 to be rezoned R-RS)

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

Said deed restrictions (will) (have) expire(d) on: _____

Said property is presently under lease or otherwise encumbered as follows: Mortgage from SV Royalton Funding LLC to Somera Road - 17800 Royalton, LLC

Owner(s)	Percent of Ownership:
1. <u>Somera Road - 17800 Royalton, LLC</u>	<u>100</u> %
2. _____	_____ %
3. _____	_____ %

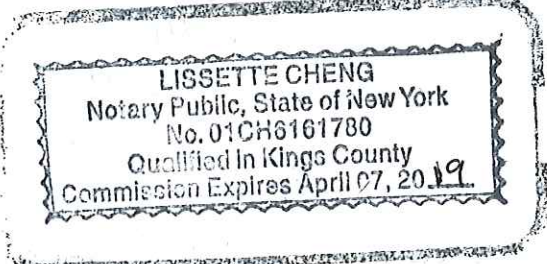
[Signature]
Signature of Owner(s)

State of ~~Ohio~~ New York
County of ~~Cuyahoga~~ New York

Sworn to and subscribed to in my presence this 10 day of July, 2017.

[Signature]
Notary Public

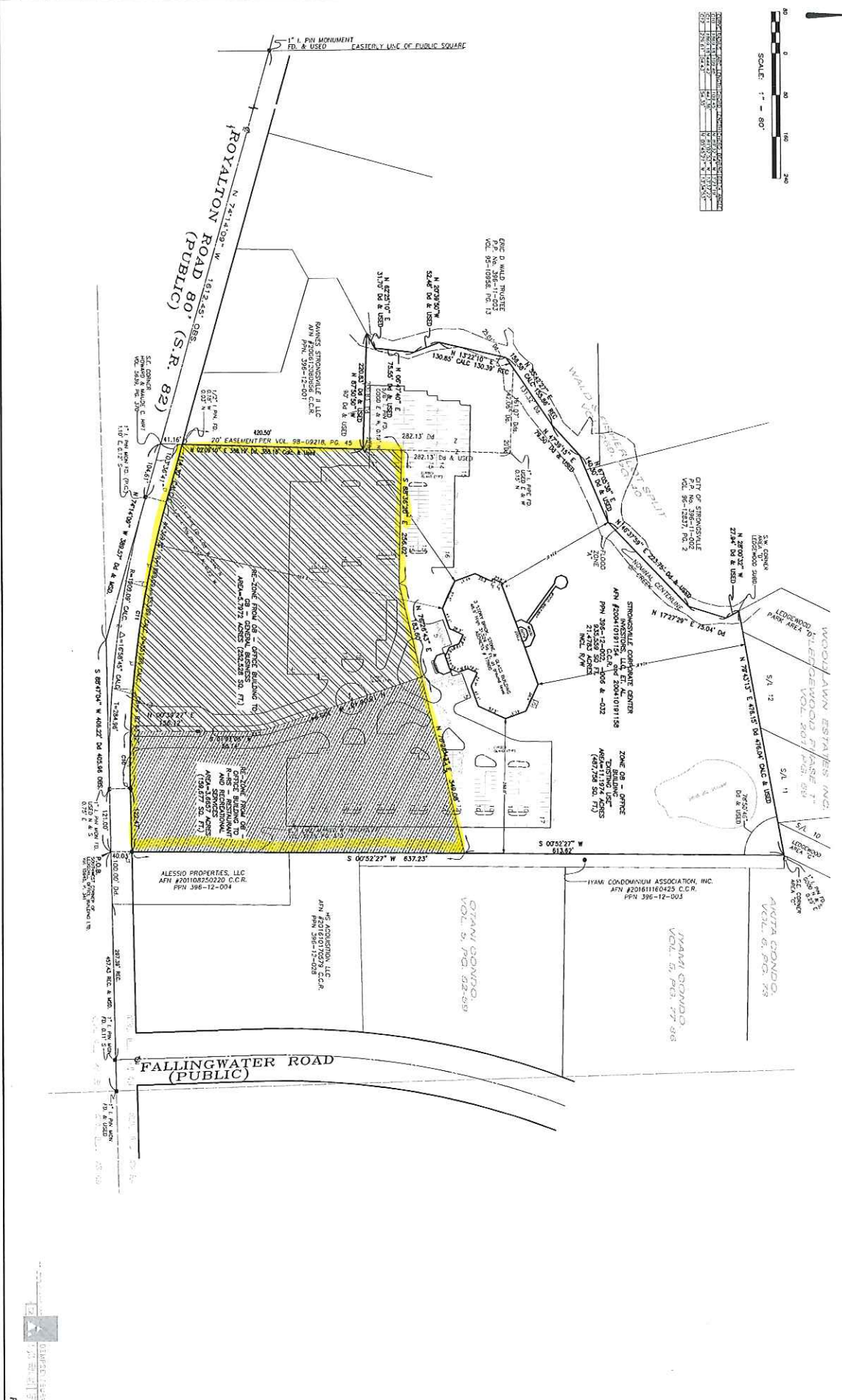
My commission expires 04/07/2019



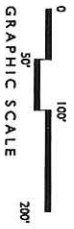
* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.



AREA TO BE RE-ZONED AS S.U. (S.U. 1)	AREA TO BE RE-ZONED AS S.U. (S.U. 2)
AREA TO BE RE-ZONED AS S.U. (S.U. 3)	AREA TO BE RE-ZONED AS S.U. (S.U. 4)
AREA TO BE RE-ZONED AS S.U. (S.U. 5)	AREA TO BE RE-ZONED AS S.U. (S.U. 6)
AREA TO BE RE-ZONED AS S.U. (S.U. 7)	AREA TO BE RE-ZONED AS S.U. (S.U. 8)
AREA TO BE RE-ZONED AS S.U. (S.U. 9)	AREA TO BE RE-ZONED AS S.U. (S.U. 10)
AREA TO BE RE-ZONED AS S.U. (S.U. 11)	AREA TO BE RE-ZONED AS S.U. (S.U. 12)
AREA TO BE RE-ZONED AS S.U. (S.U. 13)	AREA TO BE RE-ZONED AS S.U. (S.U. 14)
AREA TO BE RE-ZONED AS S.U. (S.U. 15)	AREA TO BE RE-ZONED AS S.U. (S.U. 16)
AREA TO BE RE-ZONED AS S.U. (S.U. 17)	AREA TO BE RE-ZONED AS S.U. (S.U. 18)
AREA TO BE RE-ZONED AS S.U. (S.U. 19)	AREA TO BE RE-ZONED AS S.U. (S.U. 20)



MAP TO ACCOMPANY LEGAL DESCRIPTION FOR RE-ZONING OF THE SOUTHERLY PORTION OF PPN 396-12-002



THE DEVELOPMENT STRONGSVILLE | STRONGSVILLE, OHIO | SITE PLAN CONCEPT

07.10.2017 RDL/A 16247



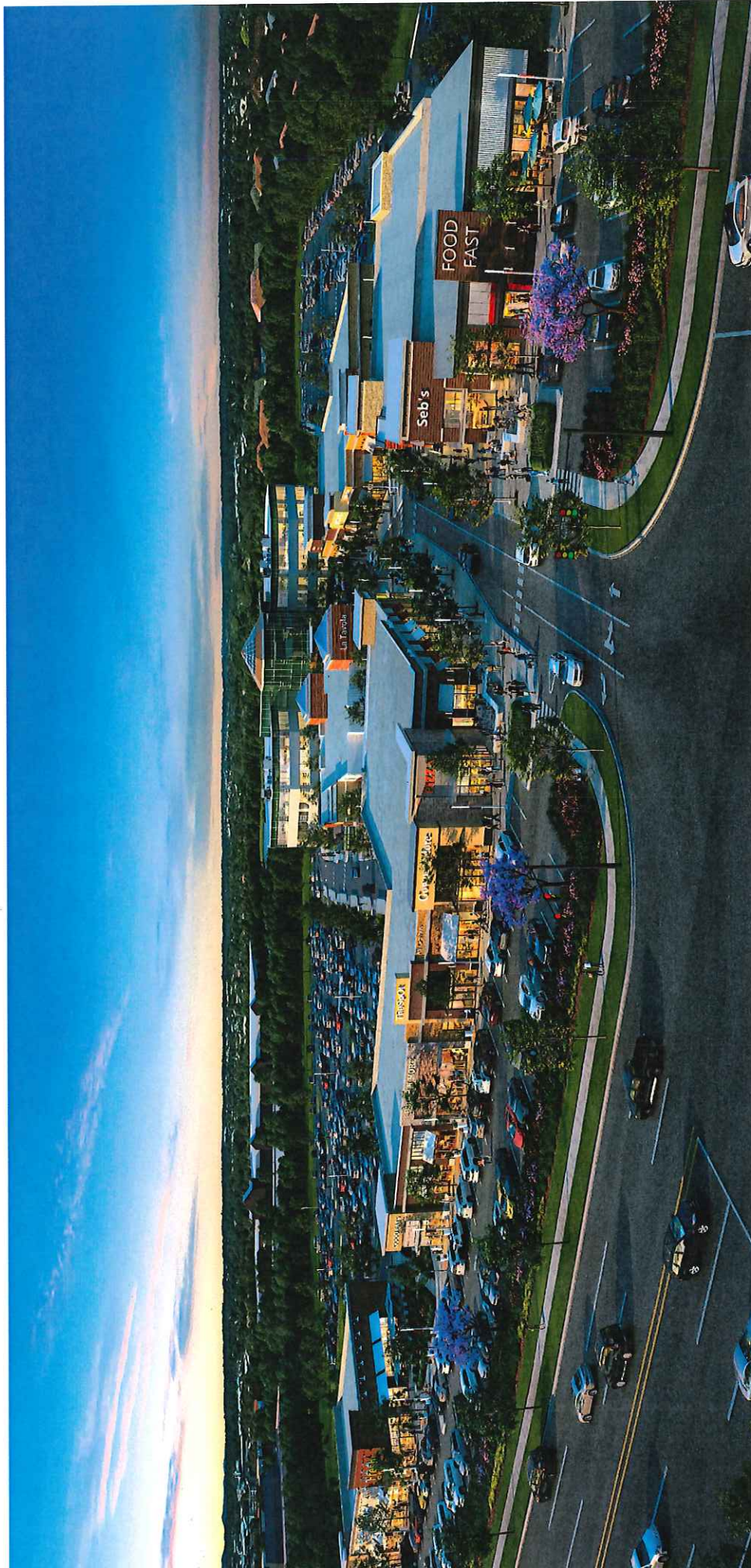
SUMMARY	
	20 acres
GLA SUMMARY	
OFFICE	-120,000SF
RETAIL	
RETAIL A	4,500SF
RETAIL B	4,500SF
RETAIL C	3,800SF
RETAIL D	3,600SF
RETAIL E	3,600SF
RETAIL F	3,600SF
RETAIL G	3,600SF
RETAIL H	30,600SF
RETAIL I	5,000SF
RETAIL J	5,000SF
RETAIL K	8,000SF
TOTAL	75,800SF





THE DEVELOPMENT STRONGSVILLE | STRONGSVILLE, OHIO | SITE PLAN CONCEPT

07.10.2017 RDLA 16247



05.04.2017 RDLA-16247

STRONGSVILLE MIXED USE | STRONGSVILLE, OHIO | AERIAL CONCEPT



CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer

FROM: Tiffany Mekeel, Assistant Clerk of Council

DATE: July 11, 2017

SUBJECT: Rezoning Application
Somera Road – 17800 Royalton, LLC; Owner
PPN: 396-12-002
Address: 17800 Royalton Road
From Office Building (OB) to **Restaurant Service (RS) General Business (GB) & Restaurant and Recreation Services (R-RS)**

I have received an amended Petition for Zoning Change for the property referenced above. The petition has been amended to change the zoning classification from Office Building (OB) to **General Business (GB) and Restaurant and Recreation Services (R-RS)**, and not GB as previous submitted. The additional attachments also reference this change.

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

Thank you.

TAM
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

City of Strongsville

Memorandum

To: Neal Jamison, Law Director

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

From: Lori Daley, Assistant City Engineer

Date: July 11, 2017

Re: Rezoning Application
Somera Road – 17800 Royalton Road, LLC; Owner
Part of PPN 396-12-002
17800 Royalton Road
From OB to GB and R-RS

Neal,

The legal descriptions included in the Clerk of Council's July 11, 2017 memo regarding the above referenced amended application accurately depict the portions of the parcel to be rezoned.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 - 114

By: Mr. Short

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE OF THE CITY TO CERTIFY TO THE FISCAL OFFICER OF CUYAHOGA COUNTY UNPAID PROPERTY MAINTENANCE NUISANCE ABATEMENTS FOR LEVY AND COLLECTION ACCORDING TO LAW, 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 Director of Finance of the City be and is hereby authorized and directed to certify to the Fiscal Officer of Cuyahoga County various property maintenance nuisance abatements and penalties which are due and unpaid for the premises and in the sums set forth in Exhibit "A", plus interest at the rate of ten percent (10%) per annum, attached hereto and incorporated herein by reference, for extension of the tax duplicate and collection by the County Treasurer in the same manner as other taxes.

Section 2. 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 3. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the immediate certification is necessary in order to comply with County deadlines and to preserve 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. 2017-114 Amended: _____
1st Rdg. 07/03/17 Ref: Finance
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: _____ Repealed: _____

TO THE FISCAL OFFICER OF CUYAHOGA COUNTY:

THE FOLLOWING LIST OF SPECIAL ASSESSMENT CHARGES HAVE BEEN CONFIRMED BY THE COUNCIL OF

City of Strongsville FOR Grass Cutting

MUNICIPALITY

TYPE OF ASSESSMENT

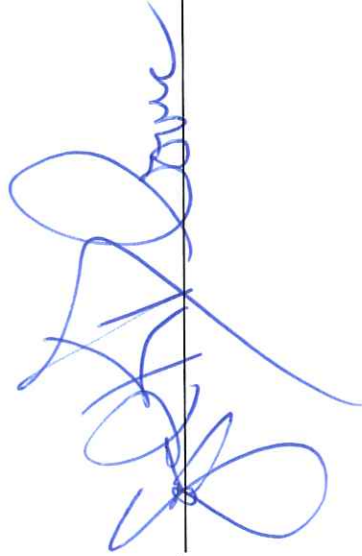
AND IS HEREBY CERTIFIED FOR COLLECTION FOR COLLECTION(S) IN 1 ANNUAL INSTALLMENT(S) TO BE

COLLECTED FOR THE TAX YEAR(S) 2017

ORD / RES NO: _____

SIGNATURE OF FINANCE DIRECTOR _____

DATE _____



FOR FISCAL OFFICE USE ONLY:

DATE ENTERED _____ DATE SENT TO IT _____ DATE RETURNED FROM IT _____ DATE IMPORTED TO MVP _____ DATE VALIDATED _____

PPN	NAME	ADDRESS	TOTAL	PENALTY @ 10%	Total
391-11-058	St Paul African Methodist Episcopal Church	22021 Jonathan Drive	\$ 150.00	\$ 15.00	\$ 165.00
391-15-112	Neva K Vannoy	21658 Littlebrook Way	\$ 150.00	\$ 15.00	\$ 165.00
391-26-033	Dennis & Joyce Labbato	20424 Scotch Pine Way	\$ 1,200.00	\$ 120.00	\$ 1,320.00
391-29-003	17023 Limited Partnership	19162 Albion Road	\$ 2,500.00	\$ 250.00	\$ 2,750.00
391-29-003	17023 Limited Partnership	19162 Albion Road	\$ 473.14	\$ 47.30	\$ 520.44
391-29-004	Daniel & Laurie Bocan	10665 King Coe Lane	\$ 150.00	\$ 15.00	\$ 165.00
		Total Book 391 6 detail records	\$ 4,623.14	\$ 462.30	\$ 5,085.44
392-33-073	Michael Rawlinson	13639 Harper Road	\$ 150.00	\$ 15.00	\$ 165.00
392-35-099	Citifinancial Servicing LLC	19611 Westwood Drive	\$ 3,600.00	\$ 360.00	\$ 3,960.00
		Total Book 392 2 detail records	\$ 3,750.00	\$ 375.00	\$ 4,125.00
393-15-008	Michael Miller, Trustee	00000 Royalton Road	\$ 700.00	\$ 70.00	\$ 770.00
393-17-066	Joseph G Demay	19597 Winding Trail	\$ 1,300.00	\$ 130.00	\$ 1,430.00
393-32-012	Donald J Volosyn	15997 Wedgewood Lane	\$ 150.00	\$ 15.00	\$ 165.00
393-36-027	D & K Development	19988 Drake Road	\$ 150.00	\$ 15.00	\$ 165.00
		Total Book 393 4 detail records	\$ 2,300.00	\$ 230.00	\$ 2,530.00
395-27-006	Basma Hamid	00000 Albion Road	\$ 150.00	\$ 15.00	\$ 165.00
395-27-006	Basma Hamid	00000 Albion Road	\$ 172.86	\$ 17.28	\$ 190.14
395-28-075	Diane Kurz	15377 Highland Park	\$ 150.00	\$ 15.00	\$ 165.00
395-28-075	Discover Financial	15377 Highland Park	\$ 300.00	\$ 30.00	\$ 330.00
395-28-075	Diane Kurz	15377 Highland Park	\$ 300.00	\$ 30.00	\$ 330.00
		Total Book 395 5 detail records	\$ 1,072.86	\$ 107.28	\$ 1,180.14
396-21-003	Shan & Ray Chan	14698 Stillbrook Drive	\$ 150.00	\$ 15.00	\$ 165.00
396-24-012	IN Manus Dei LLC	16533 Royalton Road	\$ 173.00	\$ 17.30	\$ 190.30
		Total Book 396 2 detail records	\$ 323.00	\$ 32.30	\$ 355.30

PPN	NAME	ADDRESS	TOTAL	PENALTY @ 10%	Total
397-01-047	David Kushing	18392 Shurmer Road	\$ 150.00	\$ 15.00	\$ 165.00
397-02-025	Cathy L Lehner	18266 Raccoon Trail	\$ 150.00	\$ 15.00	\$ 165.00
397-02-025	Cathy L Lehner	18266 Raccoon Trail	\$ 150.00	\$ 15.00	\$ 165.00
397-02-035	Joan Hardy	18100 Raccoon Trail	\$ 300.00	\$ 30.00	\$ 330.00
397-05-061	John & Josephine Romosan	15340 Sunset Drive	\$ 208.78	\$ 20.88	\$ 229.66
397-12-074	Dale Kadel	17008 Bear Creek Lane	\$ 2,500.00	\$ 250.00	\$ 2,750.00
397-19-005	Ann Domonkos	4118 Magnolia Drive	\$ 150.00	\$ 15.00	\$ 165.00
397-28-055	Milton & Sandra Randall	19390 Ridgeline Ct	\$ 150.00	\$ 15.00	\$ 165.00
397-28-055	Milton & Sandra Randall	19390 Ridgeline Ct	\$ 300.00	\$ 30.00	\$ 330.00
397-31-021	Steven & Mary-Helen Wiesen	18947 Bears Paw Lane	\$ 150.00	\$ 15.00	\$ 165.00
		Total Book 397 10 detail records	\$ 4,208.78	\$ 420.88	\$ 4,629.66
398-24-030	US Bank National Assoc	00000 Blazey Trl	\$ 800.00	\$ 80.00	\$ 880.00
		Total Book 398 1 detail records	\$ 800.00	\$ 80.00	\$ 880.00
399-22-032	Primestar Fund I Trs, Inc.	17827 Hunt Road	\$ 150.00	\$ 15.00	\$ 165.00
399-26-010	Dennis Marella	18630 Hunt Road	\$ 1,200.00	\$ 120.00	\$ 1,320.00
399-27-104	Andesite Residential Opportunity Fund LLC	14548 Hartford Trail	\$ 150.00	\$ 15.00	\$ 165.00
		Total Book 399 3 detail records	\$ 1,500.00	\$ 150.00	\$ 1,650.00
		TOTAL ALL BOOKS	\$ 18,577.78	\$ 1,857.76	\$ 20,435.54

TOTAL PARCELS

33

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 122

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 14092 PEARL ROAD, IN THE CITY OF STRONGSVILLE, FROM GB (GENERAL BUSINESS) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION (PPN 393-18-014), 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 14092 Pearl Road, in the City of Strongsville, from GB (General Business) classification to MS (Motorist Service) classification (PPN 393-18-014), 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 changes in zoning 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 further to afford the applicant an opportunity to submit plans to facilitate economic development within the City, and to assure proper development of all lots and land within the City. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 122
Page 2

First reading: _____

Referred to Planning Commission

Second reading: _____

Third reading: _____

Approved: _____

Public Hearing: _____

President of Council

Approved: _____

Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____

Clerk of Council

ORD. No. 2017-122 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

Exhibit A
Legal Description

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio, and known as being Consolidated Parcel "S-1" on the Map of Lot Split and Consolidated, of part of Original Strongsville Township Lot No. 56, as shown in Volume 352 of Maps, Page 60 of Cuyahoga County Records, be the same more or less, but subject to all legal highways.

Parcel No: 393-18-014 & 015

PETITION FOR ZONING CHANGE

Ordinance Number: 2017-122

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 GB use to a class MS use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: to allow Ganley Buick GMC to expand onto this parcel as a retail automobile dealership sales facility.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: it will expand the footprint of Ganley Buick GMC and it is expected that the vacant building will be razed and the lot to improved with appropriate landscaping, lighting, asphalt, etc.

Please list other supporting documents (if any) which accompany this petition:

- 1. _____
- 2. _____
- 3. _____

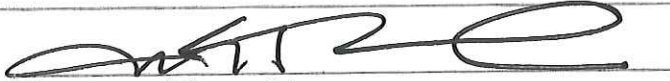
THE PROPOSED USE OF THE PROPERTY IS: additional retail automobile sales, including new and used vehicle storage and customer and employee parking.

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

Name: Joseph Fornal, Treasurer & CFO

Address: 8748 Brecksville Road, Brecksville, Ohio 44141

Telephone Number: 440-584-8202


Signature of Owner(s) TREASURER

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 14 day of JUNE, 2017



Notary Public My commission expires: _____

ANDREW STEVEN DEVER, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

* 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.

PROPERTY DESCRIPTION FORM

Ordinance Number: 2017-122

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: 14052 Pearl Road, Strongsville, Ohio 44136

Permanent Parcel No.: 393-18-014

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Pearl Road to the east

Number and type of buildings which now occupy property (if any): One, two-story brick office and adjoining single story retail space


Acreage: 1.198 acres

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

Said deed restrictions (will) (have) expire(d) on: _____

Said property is presently under lease or otherwise encumbered as follows: Mortgage held by Bank of America

Owner(s)	Percent of Ownership:
1. <u>Ganley Real Estate Co.</u>	<u>100</u> %
2. _____	_____ %
3. _____	_____ %


Signature of Owner(s) TREASURER

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 14 day of JUNE, 2017.



Notary Public

My commission expires ANDREW STEVEN DEVER, Attorney
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Section 147.03 R.C.

* 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: Tiffany Mekeel, Assistant Clerk of Council

DATE: June 26, 2017

SUBJECT: Rezoning Application
Ganley Real Estate Co.; Owner
PPN: 393-18-014
Address: 14052 Pearl Road
From General Business (GB) to Motor Services (MS)

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.

TAM
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

City of Strongsville

Memorandum

To: Neal Jamison, Law Director

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

From: Lori Daley, Assistant City Engineer

Date: June 29, 2017

Re: Rezoning Application
Ganley Real Estate Co.; Owner
PPN 393-18-014
From GB to MS

Neal,

The legal description included in the Clerk of Council's June 26, 2017 memo regarding the above referenced application accurately depicts the parcel to be rezoned. Please include the attached highlighted map with the legislation.

There is a discrepancy with the address. The applicant lists 14052 Pearl Road as the address, which is consistent with the Cuyahoga County Auditor's website. However, the physical address of the building is 14092 Pearl Road.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 123

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 14356 PEARL ROAD (PPN 393-19-033) IN THE CITY OF STRONGSVILLE FROM GB (GENERAL BUSINESS) CLASSIFICATION TO R-RS (RESTAURANT-RECREATIONAL SERVICES) 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 14356 Pearl Road (PPN 393-19-033), in the City of Strongsville, from GB (General Business) classification to R-RS (Restaurant-Recreational Services) 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, 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 upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 123
Page 2

First reading: _____

Referred to Planning Commission

Second reading: _____

Third reading: _____

Approved: _____

Public Hearing: _____

President of Council

Approved: _____

Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____

Clerk of Council

ORD. No. 2017-123 Amended: _____

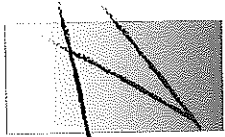
1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____



NEFF
& ASSOCIATES

Civil Engineers + Landscape Architects + Planners + Surveyors

Legal Description
Re-Zoning Parcel
July 6, 2017
File No. 14100-001-LD001
Page 1 of 2

Situated in City of Strongsville, County of Cuyahoga and State of Ohio and known as being Parcel No. 1 in the Lot Consolidation made for Corner 14400 Group, LLC of part of Original Strongsville Township Lot No. 56 as shown by the recorded plat in Volume 358 of Maps, Page 6 of Cuyahoga County Records and is further bounded and described as follows:

Beginning (P.O.B.) at the intersection of the centerline of Pearl Road (State Route 42) (Width Varies) and the centerline of Pierce Drive (60 Feet Wide);

Thence South $89^{\circ}01'40''$ West, along the centerline of said Pierce Drive, a distance of 64.17 feet;

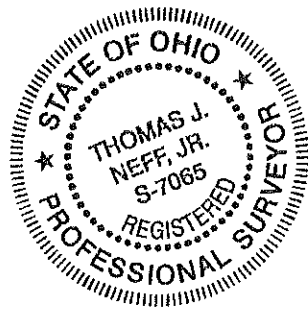
Thence North $00^{\circ}58'20''$ West, a distance of 30.00 feet to a capped $5/8''$ iron pin set on the Northerly right of way of said Pierce Drive and the principal place of beginning (P.P.O.B.);

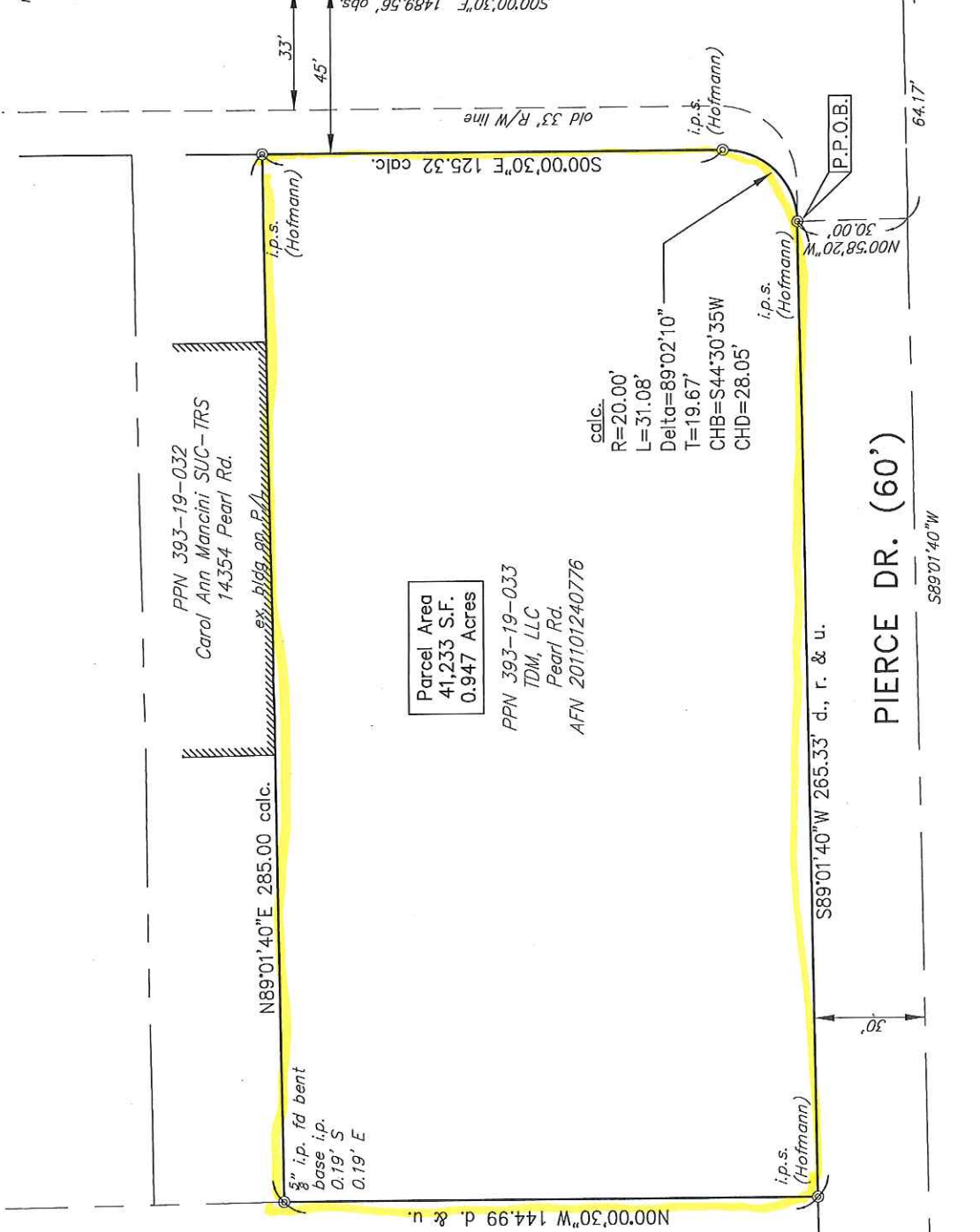
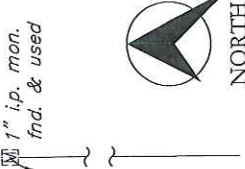
- Course 1 Thence South $89^{\circ}01'40''$ West, along the Northerly right of way for said Pierce Drive, a distance of 265.33 feet to a capped $5/8''$ iron pin set at the Southeasterly corner of a parcel of land conveyed to Kenneth J. & Donna M. Wright by deed recorded in Volume 85-51540, Page 28 of Cuyahoga County Deed Records;
- Course 2 Thence North $00^{\circ}00'30''$ West, along the Easterly line of said Kenneth J. & Donna M. Wright parcel, a distance of 144.99 feet to the Southwesterly corner of a parcel of land conveyed to Ronald J. Mancini, Trustee by deed recorded in A.F.N. 199905170620 of Cuyahoga County Deed Records and witnessed by a $5/8''$ iron pin found South 0.19 feet, and East 0.19 feet;
- Course 3 Thence North $89^{\circ}01'40''$ East, along the Southerly line of said Ronald J. Mancini, Trustee parcel, a distance of 285.00 feet to capped $5/8''$ iron pin set on the Westerly right of way for said Pearl Road;
- Course 4 Thence South $00^{\circ}00'30''$ East, continuing along the Westerly right of way of said Pearl Road, a distance of 125.32 feet to a capped $5/8''$ iron pin set at the point of curvature of a roadway turn-out;

Legal Description
Re-Zoning Parcel
July 6, 2017
File No. 14100-001-LD001
Page 2 of 2

Course 5 Thence Southwesterly, by the arc of a roadway turn-out deflecting to the right, a distance of 31.08 feet, Said curve have a radius of 20.00 feet, a central angle of 89°02'10" and a chord which bears South 44°30'35" West, a distance of 28.05 feet to the principal place of beginning and containing 0.9466 Acre (41,233 Square Feet) of land as based on a survey prepared by Hofmann-Metzker, Inc., Dated September 29, 2008.

Be the same more or less, but subject to all legal highways and easements of record.





Parcel Area
41,233 S.F.
0.947 Acres

PPN 393-19-033
TDM, LLC
Pearl Rd.
AFN 201101240776

PPN 393-19-032
Carol Ann Mancini SUC-IRS
14354 Pearl Rd.

calc.
R=20.00'
L=31.08'
Delta=89°02'10"
T=19.67'
CHB=S44°30'35W
CHD=28.05'

ABBREVIATIONS

alc.	.....	CALCULATED
CENTER LINE	.....	CENTER LINE
COUNTY DEED RECORD	.....	COUNTY DEED RECORD
COUNTY PLAT RECORD	.....	COUNTY PLAT RECORD
DEED	.....	DEED
EXISTING	.....	EXISTING
IRON PIN	.....	IRON PIN
FOUND	.....	FOUND
MONUMENT	.....	MONUMENT
OBSERVED	.....	OBSERVED
PLACE OF BEGINNING	.....	PLACE OF BEGINNING
PRINCIPAL PLACE OF BEGINNING	.....	PRINCIPAL PLACE OF BEGINNING
P.O.B.	.....	P.O.B.
or P/L	.....	PROPERTY LINE
PPN	.....	PERMANENT PARCEL #
RECORD	.....	RECORD
/W	.....	RIGHT OF WAY
USED	.....	USED

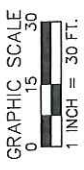
PPN 393-19-026
Kenneth J & Donna M Wright
19102 Pierce Dr.



NEFF
& ASSOCIATES
Professional Engineers & Surveyors
6405 York Road | Parma Heights, Ohio 44130
(216) 263-3100

BASIS OF BEARING
The existing centerline of Pearl Rd.
per Strongsville Heights Subd.
N 00°00'30" W

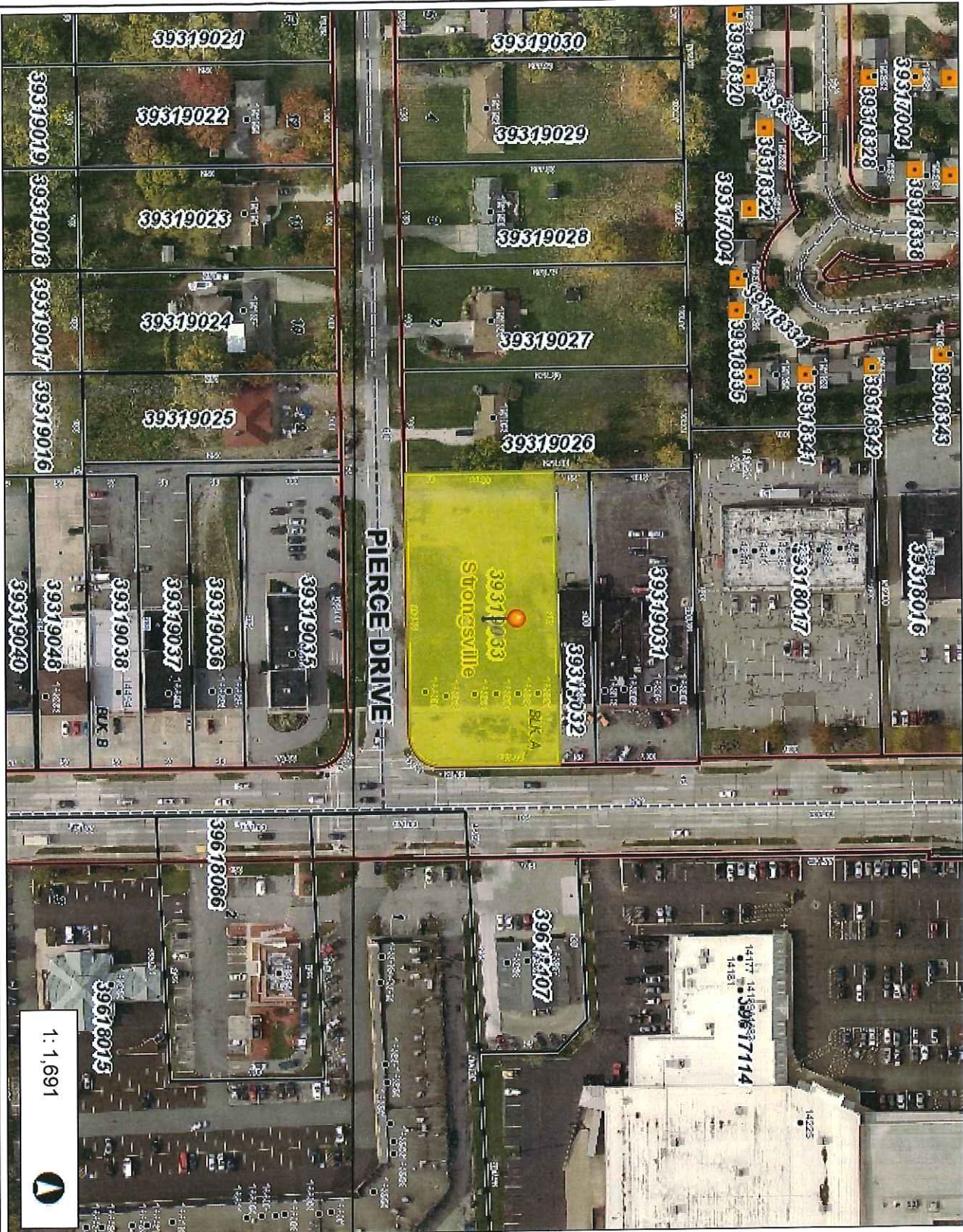
NOTE:
Survey Exhibit based on Boundary
Survey prepared for this parcel by
Hoffman-Metzker, Inc. for the
Corner 14400 Group LLC and dated
9/29/2008.



Pearl Road (PPN 393-19-033)
July 6, 2017 14100-100
Re-Zoning Application
EXHIBIT



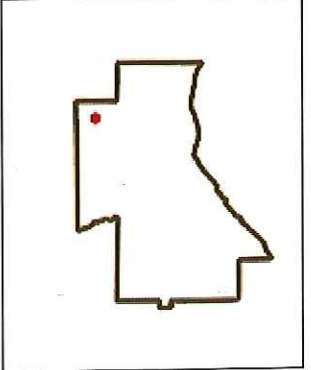
Cuyahoga MyPLACE



282
0 141 282 Feet
Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

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

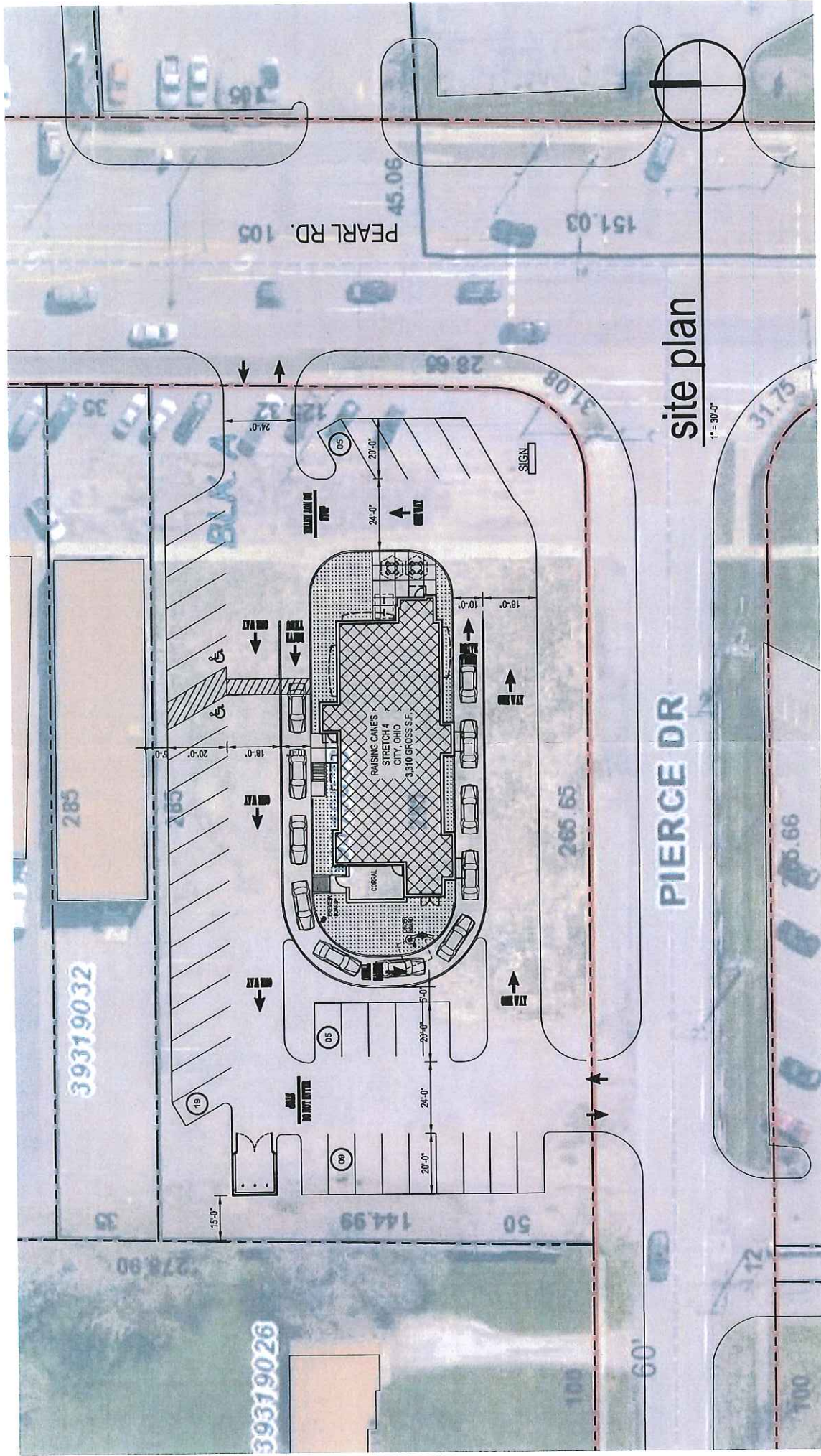
1:1,691



Date Created: 6/30/2017

Legend

- Address Points
- Cuyahoga County Facility
- Point Parcels
- Right Of Way
- Platted Centerlines
- Parcels
- Municipalities



ma architect

prototype: 4 (stretch)
 acreage: 0.95
 stall spaces: 13
 parking spaces: 38

06.26.2017
 site layout

STRONGSVILLE - RAISING CANE'S CHICKEN FINGERS
 14356 pearl rd | strongsville, oh



CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Ken Mikula, City Engineer

FROM: Tiffany Mekeel, Assistant Clerk of Council

DATE: July 3, 2017

SUBJECT: Rezoning Application
TDM, LLC; Owner
PPN: 393-19-033
Address: 14356 Pearl Road
From General Business (GB) to Restaurant Service (RS)

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.

TAM
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

City of Strongsville

Memorandum

To: Neal Jamison, Law Director

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

From: Jamie Kilbane, Design Engineer

Date: July 6, 2017

Re: Rezoning Application
TDM, LLC; Owner
PPN: 393-19-033
Address: 14356 Pearl Road
From General Business (GB) to Restaurant Service (RS)

Neal,

The legal description dated July 6, 2017 by Neff and Associates provided in response to Clerk of Council's July 3, 2017 memo regarding the above referenced application accurately depicts the area to be rezoned.

Please feel free to contact me with any questions.

Thank you.

PETITION FOR ZONING CHANGE

Ordinance Number: 2017-123

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 GB use to a class R-RS use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: Stand-alone restaurants are only permitted in R-RS districts. Many other parcels along Pearl Road are R-RS districts with stand-alone restaurants and surrounded by GB districts.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: _____

Pearl Road is a commercial corridor with many restaurants mixed with businesses. This A restaurant would be compatible with the adjacent properties along Pearl Road.

Please list other supporting documents (if any) which accompany this petition:

1. Proposed site plan
2. _____
3. _____

THE PROPOSED USE OF THE PROPERTY IS: Restaurant with Drive-Thru

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

Name: TDM, LLC

Address: 20685 Stratford Circle Strongsville, Ohio 44149

Telephone Number: 419-306-4024

Mark W. Stoyanoff Member
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 29 day of June, 2017.

Lynn M. Millholland
Notary Public Lynn Millholland

My commission expires: 06.22.2019

* 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.

PROPERTY DESCRIPTION FORM

Ordinance Number: 2017-123

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: 14356 Pearl Road

Permanent Parcel No.: 393-19-033

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Pearl Road to the east & Pierce Drive to the south

Number and type of buildings which now occupy property (if any): None

Acreage: 0.9466

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): None

Said deed restrictions (will) (have) expire(d) on: _____

Said property is presently under lease or otherwise encumbered as follows: None

Owner(s)	Percent of Ownership:
1. <u>TDM, LLC</u>	<u>100</u> %
2. _____	_____ %
3. _____	_____ %

Mark W. Storzoff Member
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 29 day of June, 2017.

Lynn Millholland
Notary Public



LYNN MILLHOLLAND
NOTARY PUBLIC
STATE OF OHIO
COMM. EXPIRES
06-22-2019
RECORDED IN
MEDINA COUNTY

My commission expires 06.22.2019

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, OHIO

ORDINANCE NO. 2017 – 124

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PRIEM ROAD SOUTH SANITARY SEWER PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for the Priem Road South Sanitary Sewer Project; and

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

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

Section 1. That this Council finds and determines that the bid submitted by **DIGIOIA-SUBURBAN EXCAVATING, LLC** for the Priem Road South Sanitary Sewer Project meets the specifications on file in the office of the City Engineer, is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State, and is the lowest and best bid for the contract. All other bids for this contract are hereby rejected.

Section 2. That the Mayor be and hereby is authorized and directed to enter into a contract with the aforesaid lowest and best bidder for the Priem Road South Sanitary Sewer Project, in accordance with the plans and specifications on file in the office of the City Engineer, in the amount of \$382,000.00, and in a form to be approved by the Law Director.

Section 3. That the funds necessary to finance the aforesaid project have been appropriated and shall be paid from the Sanitary Sewer Fund, and the collection of special assessments of property owners to be levied by the City.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 – 124
Page 2

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 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. 2017-124 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 125

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE BOWMAN DRIVE, DRAKE ROAD AND FETZER DRIVE SANITARY SEWER PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for the Bowman Drive, Drake Road and Fetzer Drive Sanitary Sewer Project; and

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

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

Section 1. That this Council finds and determines that the bid submitted by **FABRIZI TRUCKING & PAVING CO., INC.** for the Bowman Drive, Drake Road and Fetzer Drive Sanitary Sewer Project meets the specifications on file in the office of the City Engineer, is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State, and is the lowest and best bid for the contract. All other bids for this contract are hereby rejected.

Section 2. That the Mayor be and hereby is authorized and directed to enter into a contract with the aforesaid lowest and best bidder for the Bowman Drive, Drake Road and Fetzer Drive Sanitary Sewer Project, in accordance with the plans and specifications on file in the office of the City Engineer, in the amount of \$2,229,125.50, and in a form to be approved by the Law Director.

Section 3. That the funds for the purposes of this Project have been appropriated and shall be paid from the General Capital Improvement Fund, Sanitary Sewer Fund, the collection of special assessments to be levied by the City, Ohio Public Works Commission grant funding, and additional grant funds made available for the Project through the Northeast Ohio Regional Sewer District.

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 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 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. 2017-125 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 126

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT GRANT/LOAN AGREEMENT WITH THE STATE OF OHIO, THROUGH THE OHIO PUBLIC WORKS COMMISSION FOR ISSUE 1 FINANCIAL ASSISTANCE IN CONNECTION WITH THE DRAKE, BOWMAN & FETZER SANITARY SEWER PROJECT (OPWC PROJECT NOS. CA13U & CA14U), AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville is planning to provide and construct certain sanitary sewer improvements in the area of Drake Road, Bowman Drive, and Fetzer Drive (the "Project"); and

WHEREAS, by and through Ordinance No. 2016-161, the City had applied for financial assistance, including both a grant and loan, from the State of Ohio through the Ohio Public Works Commission in order to assist the City in funding the Project; and

WHEREAS, the City now has been advised that the Ohio Public Works Commission has approved the City's request for financial assistance from Issue 1 Funds, and has agreed to provide funding, therefore, by way of a Project Grant/Loan Agreement in the amount of \$617,165.00 in grant funds, and \$987,465.00 at zero percent (0%) interest in loan funds, but subject to conditions, for a total amount not to exceed \$1,604,630.00 in funding from the OPWC; and

WHEREAS, in order to avail itself of such funding in connection with the Project, the City is required to enter into a Project Grant/Loan Agreement with the State of Ohio through the Director of the Ohio Public Works Commission.

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

Section 1. That the Project Grant/Loan Agreement and the provisions of funding approval set forth therein, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, in all respects, are hereby approved and accepted.

Section 2. That the Mayor and other appropriate officials of the City be and are hereby authorized and directed to enter into and execute said Project Grant/Loan Agreement with the State of Ohio, through the Director of the Ohio Public Works Commission for funding assistance in connection with the Project.

Section 3. That the Mayor, Director of Finance, City Engineer, and other appropriate City officials and their designees be and are hereby further authorized and directed to provide, execute and deliver a Promissory Note payable to the order of the Ohio Public Works Commission (the "Lender") in the principal sum of \$987,465.00, or so much thereof as shall be advanced by Lender and remain unpaid, in the form and upon the terms and conditions set forth in the Promissory Note attached hereto as Exhibit B; and to provide whatever additional certifications, assurances and other necessary information and documentation may be required, and to do all other things required to perform the terms and conditions of the Agreement in accordance with their respective responsibilities thereunder.

Section 4. That the City's portion of funds for the purposes of this Ordinance and Project shall be paid from the General Capital Improvement Fund, Sanitary Sewer Fund, the collection of special assessments to be levied by the City, and additional grant funds made available for the Project through the Northeast Ohio Regional Sewer District; and that the Director of Finance be and is hereby authorized and directed to issue his warrants for payment in accordance with the terms of the Project Grant/Loan Agreement.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and general welfare of the inhabitants of the City, and for the further reason that it is necessary in order to receive substantial funding assistance from the Ohio Public Works Commission, to expedite construction of the Project, to eliminate hazards and provide for a system of centralized sewage collection, disposal and treatment, 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: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 126
Page 3

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

Attest: _____
Clerk of Council

ORD. No. 2017-126 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

OHIO PUBLIC WORKS COMMISSION

PROJECT GRANT / LOAN AGREEMENT

STATE CAPITAL IMPROVEMENT PROGRAM

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Grant/Loan Agreement (this "Agreement") is entered into **July 1, 2017** by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and **City of Strongsville, Cuyahoga County** (hereinafter referred to as the "Recipient"), located at **16099 Foltz Industrial Parkway, Strongsville, OH 44149**, in respect of the project named **Drake, Bowman, & Fetzer Sanitary Sewers**, and as described in Appendix A of this Agreement to provide an amount not to exceed **One Million, Six Hundred Four Thousand, Six Hundred Thirty Dollars (\$1,604,630)** for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code: **035-75098**

OPWC Project Grant Control No. **CA13U**
OPWC Project Loan Control No. **CA14U**

EX.A

WHEREAS, to implement the policies set forth in Section 2m, Article VIII of the Ohio Constitution, and in Chapter 164 of the Revised Code, the General Assembly, pursuant to Section 164.02 of the Revised Code, created the Ohio Public Works Commission;

WHEREAS, pursuant to Section 164.05 of the Revised Code, the Director of the OPWC is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support and credit enhancements for Capital Improvement Projects (as hereinafter defined); and (ii) authorize payments to Local Subdivisions or their Contractors (as hereinafter defined) for costs incurred for Capital Improvement Projects which have been approved by the Director;

WHEREAS, Sections 164.05 and 164.06 of the Revised Code permit a grant of funds, or other forms of financial assistance, for such a Capital Improvement Project to be expended and provided only after the District has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds; and subsequent approval of the request by the Director;

WHEREAS, the Recipient desires to engage in the acquisition, construction, reconstruction, improvement, planning or equipping of the Capital Improvement Project (the "Project") described in Appendix A of this Agreement; and

WHEREAS, the Project has been duly recommended to the Director pursuant to Section 164.06 of the Revised Code by the District Public Works Integrating Committee of the Recipient;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the undersigned agree as follows:

SECTION I. Definitions and General Provisions. The following words and terms as hereinafter used in this Agreement shall have the following meanings unless otherwise herein provided and unless the context or use clearly indicates an other or different meaning or intent.

"Bond Counsel" means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director.

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Capital Improvement" or "Capital Improvement Project" means the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, wastewater treatment facilities, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage and treatment facilities of Local Subdivisions, including real property, interests in real property, and facilities and equipment of Local Subdivisions related or incidental thereto.

"Chief Executive Officer" means the single office or official of the Recipient designated in Appendix B pursuant to Section VI hereof, or his authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the single office or official of the Recipient designated in Appendix B pursuant to Section VI hereof, or his authorized designee as per written notification to the Director.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to a of the Code herein shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with respect thereto and applicable to the Infrastructure Bonds or the use of the proceeds thereof.

"Contractor" means a person who has a direct contractual relationship with the Recipient and is (i) the manufacturer of all or a portion of the Project, or (ii) the provider of labor, materials or services in connection with the construction, reconstruction, expansion, improvement or engineering of the Project, or both.

"Cost of Capital Improvement Projects" means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering Capital Improvement Projects and, as applicable, related financing costs.

"District Committees" means the District Public Works Integrating Committees and the Executive Committees created pursuant to Section 164.04 of the Revised Code, and District Subcommittees created pursuant to Section 164.06 of the Revised Code.

"Governing Body" means the board of county commissioners or a county council if a county; the legislative authority if a municipal corporation; or the board of township trustees if a township; the board of directors if a sanitary district; or the board of trustees if a regional water and sewer district.

"Local Subdivision" means any county, municipal corporation, township, sanitary district or regional water and sewer district of the State.

"Participation Percentages" means the percentage of the total actual project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual project costs that will be contributed by the Recipient. Both of the percentages are identified in Appendix D. In the event that the total actual project costs exceed the estimated project costs identified in Appendix D, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

"Private Business Use" means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Tax-Exempt Organization) other than use as a member of, and on the same basis as, the general public.

"Private Person" means any person, firm, entity or individual who or which is other than a "governmental unit" as that term is used in Sections 141 and 148 of the Code.

"Project Manager" means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix B pursuant to Section VI hereof, or authorized designee as per written notification to the Director.

"Reimbursing" means the use of funds granted to the Recipient pursuant to Section 164.14 of the Revised Code as reimbursement to the Recipient for funds expended on the Project by the Recipient, and which did not in any way inflate costs of the Capital Improvement Project.

"State" means the State of Ohio.

"Tax-Exempt Organization" means a "governmental unit," as such term is used in Sections 141 and 148 of the Code.

Any reference herein to public boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Revised Code shall include such section, provision or chapter as from time to time may have been duly amended, modified, supplemented or superseded. Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Agreement and term "hereunder" means after, and the term "heretofore" means before the effective date of this Agreement.

SECTION II. Grant of Financial Assistance. Subject to the terms and conditions contained herein, the OPWC hereby grants to the Recipient financial assistance not to exceed the amount, as set forth in Appendix C of this Agreement for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project.

SECTION III. Local Subdivision Contribution. The Recipient shall, at a minimum, contribute to the Project (the "Local Subdivision Contribution") the Local Subdivision Participation Percentage as set forth in Appendix D of this Agreement. The Local Subdivision Contribution to the Project shall be for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project as defined and described in Appendix A of this Agreement.

SECTION IV. Notice to Proceed. Work shall not commence on this Project until the Director has issued a written Notice to Proceed to the Recipient. Such Notice will not be issued until the Director is assured that the Recipient has complied with the Recipient's responsibilities concerning OEPA plan approval, when applicable. A Notice to Proceed shall be required for all project prime contractors or direct procurement initiated by the Recipient following execution of this Agreement.

SECTION V. Project Schedule. Construction must begin within 30 days of the date set forth in Appendix A, Page 2, for the start of construction, or this Agreement may become null and void, at the sole discretion of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

SECTION VI. Disbursements. All payments made by the OPWC shall be made directly to the Contractor that performed the work and originated the invoice, unless the Recipient uses the reimbursement method.

- A. Project Administration Designation. Pursuant to Paragraph (B) of Rule 164-1-21 of the Administrative Code, the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix B of this Agreement. Changes in these designations must be made in writing.
- B. Disbursements to Contractors to Pay Costs of the Project. The Recipient shall require that as work on the Project and as specified in its contract is performed a Contractor shall promptly submit a detailed project specific invoice to the Project Manager. Within three (3) Business Days following receipt of such invoice from a Contractor, the Project Manager shall review the invoice and, if found to be accurate, shall so certify in writing, forwarding such certification together with a copy of the invoice to the Chief Fiscal Officer. Within five (5) Business Days following receipt of such invoice and certification from the Project Manager, the Chief Fiscal Officer shall conduct such reviews as he considers appropriate and, if he approves such invoice, shall submit to the Director a Disbursement Request together with the information and certifications required by this Section VI. B. The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage as set forth originally in Appendix D of this Agreement or as may be adjusted from time to time to account for changed conditions in the project financing scheme. Within five (5) Business Days following receipt of the Disbursement Request and all required information and certifications, the Director shall, if such items are deemed by the Director to be accurate and completed, initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. Upon receipt of a warrant from the Office of Budget and Management, Ohio Shared Services, drawn in connection with a voucher initiated in accordance with the terms of the preceding sentence, the Director shall forward it by regular first class United States mail or electronic funds transfer, to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

1. If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
2. If the request is for disbursement to the Recipient, a bill of sale, paid invoice or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
3. The Project Manager's certification pursuant to Section VI. B. of this Agreement;
4. The Disbursement Request Form and Certification in the form set forth as Appendix E of this Agreement properly executed by the Chief Fiscal Officer and the Chief Executive Officer; and
5. Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents are in compliance with the requirements of this Agreement, the Director is authorized and directed to cause the disbursement of moneys from the Fund for payment of the identified Project costs. A copy of all such documents submitted to the Director shall be retained by the Director.

The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the execution date of this Agreement.

- C. Limitations on Use. No part of the moneys delivered to the Recipient pursuant to Section II hereof is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes unless prior approval by the Director is given.
- D. Project Scope. The physical scope of the Project shall be limited to only those capital improvements as described in Appendix A of this Agreement. In the event that circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to the OPWC Director for the execution of an amendment to this Agreement.
- E. Project Cost Overruns. In the event that the Recipient determines that the moneys granted pursuant to Section II hereof, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. The Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application. Should the District Committee approve such request the action shall be recorded in the District Committee's official meeting minutes and provided to the OPWC Director for the execution of an amendment to this Agreement.

SECTION VII. Retainage. Except as provided in the second sentence of this Section, Recipient shall comply in all aspects with the requirements of Sections 153.12, 153.13, 153.14 and 153.63 of the Revised Code, or other law applicable to it, including, but not limited to, the provisions thereof, to the extent applicable to the Recipient, which require the holding of certain amounts from payments to be made to Contractors and the deposit of such amounts into an escrow account established pursuant to Section 153.63 of the Revised Code. The Recipient may use its legally applicable construction requirements for the Project, including, but not limited to, its legally applicable requirements, if any, for the retaining of certain amounts from payments to be made to contractors in lieu of the requirements of Sections 153.12, 153.13, 153.14 and 153.63 of the Revised Code.

SECTION VIII. Conditions to Financial Assistance and its Disbursement. The Grantor's obligations hereunder, including its obligation to make financial assistance available to the Recipient pursuant to the terms of this Agreement, are contingent upon compliance by the Recipient with the following conditions:

- A. Recipient's acquisition and commitment of the Local Subdivision Contribution necessary for the completion of the Project, its compliance with all other provisions of this Agreement, and its compliance with the provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code. The Recipient shall set forth in Appendix D of this Agreement a description of the manner or mechanisms of providing its local share of Project funds pursuant to division (D) of Section 164.05 of the Revised Code and Rule 164-1-21 (B)(6) of the Administrative Code.
- B. Recipient shall execute any and all other documents and certificates as deemed necessary by the Director, subject to the opinion of counsel to the Director, as well as any required by changes in State or Federal Law, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

SECTION IX. Representations, Warranties and Covenants of Recipient. Recipient represents, warrants and covenants for the benefit of the Grantor as follows:

- A. Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted;
- B. Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement;
- C. This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity;
- D. Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code;
- E. Recipient is not the subject of nor has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms;
- F. Use of Project.
1. General. The Recipient shall not use the Project or suffer or permit the Project to be used for any Private Business Use. For purposes of the preceding sentence, use pursuant to a contract that satisfies the criteria of paragraphs 2 or 3 of this subsection shall not be regarded as a Private Business Use.
 2. Management Contracts. The Recipient agrees that from the date hereof until the date on which none of the Infrastructure Bonds, of which the proceeds were used to pay or reimburse the costs of the Project, remain outstanding (the "Agreement Term"):
 - a. The Recipient will not contract with any Private Person to manage the Project or any portion thereof unless all of the following conditions are met: (A) at least 50% of the compensation of the Private Person is based on a periodic, fixed fee that contains no incentive adjustments, and no amount of compensation is based on a share of net profits; (B) the compensation is reasonable in relation to the services performed; (C) the term of the contract does not exceed five (5) years (including any renewal option periods provided for in the contract); (D) if the term of the contract exceeds three (3) years, the Recipient is able to cancel the contract without penalty or cause at the end of each three-year period of the contract; (E) any automatic increases in the periodic, fixed fee may not exceed the percentage increases determined by an external standard set forth in the contract for computing increases; and (F) any new contract with a Private Person which is subject to this subparagraph F.2. will be subject to the requirements of (A) through (F) of this subparagraph F.2.a.; and
 - b. If the Recipient is subject to subparagraph F.2.a. above and it enters into contracts with Private Persons described in subparagraph F.2.a., and the Governing Body of the recipient numbers five (5) or more members, no more than one (1) member of the Governing Body of the Recipient may be an employee or member of the Governing Body of the Private Person. If the Governing Body of the Recipient numbers less than five (5), no member of the Governing Body of the Recipient may be an employee or member of the Governing Body of the Private Person. Similarly, if the Governing Body of the Private Person numbers five (5) or more members, no more than one (1) of those members may be an employee or member of the Governing Body of the Recipient. However, in no event may a member or employee of both the Recipient and Private Person be the Chief Executive Officer or its equivalent of the Recipient or the Private Person. Members of the Governing Body of the Recipient may not own a controlling interest in the Private Person.
 3. Contracts Concerning Use of Project. The Recipient agrees that during the Agreement Term it will not contract with any Private Person for use of the Project or any portion thereof or the facility or facilities of which the Project is a part for any Private Business Use unless all of the conditions of subparagraph F.3.a., subparagraph

F.3.b. or subparagraph F.3.c. are met:

- a. If the compensation of the Private Person is based entirely on a periodic, fixed fee that contains no incentive adjustments, all of the following conditions must be met: (A) no amount of compensation is based on a share of the net profits; (B) the compensation is reasonable; (C) the term of the contract does not exceed five (5) years (including any renewal option periods provided for in the contract); (D) if the term of the contract exceeds three (3) years, the Recipient is able to cancel the contract without penalty or cause at the end of each three-year period of the contract term; (E) any automatic increases in the periodic, fixed fee may not exceed the percentage increases determined by an external standard set forth in the standard for computing increases; and (F) any new contract with the Private Person which is subject to subparagraph F.3.a. will be subject to the requirements of (A) through (F) of this subparagraph; or
- b. Where the compensation of the Private Person is based in whole or in part on a percentage of gross income or other measure, all of the following conditions must be met: (A) no amount of compensation is based on a share of the net profits; (B) the compensation is reasonable; (C) the term of the contract does not exceed two (2) years; (D) the Recipient is able to cancel the contract without penalty or cause by giving the Private Person 90 days notice; (E) any automatic increases in that portion of the compensation that is a periodic, fixed fee may not exceed the percentage increases determined by an external standard set forth in the standard for computing increases; and (F) any new contract with the Private Person which is subject to subparagraph F.3.b. will be subject to the requirements of (A) through (F) of this subparagraph; and
- c. If the Recipient is subject to the subparagraphs F.3.a. or F.3.b. and it enters into contracts with Private Persons described in those subparagraphs and the Governing Body of the Recipient numbers five (5) or more members, no more than one (1) member of the Governing Body of the Recipient may be the Private Person referred to in subparagraphs F.3.a. or F.3.b., a related person (as described in Section 144(a)(3) of the Code), an employee of such Private Person, or a member of the Governing Body of such Private Person, provided such member is not the Chief Executive Officer or its equivalent of the Recipient. If the Governing Body or the Recipient numbers less than five (5) members, no member may be such Private Person or an employee of such Private Person or a member of its Governing Body.
- d. The Recipient may depart from any of its agreements contained in subparagraphs F.1. through F.3. if it delivers to the Director, at the Recipient's expense, an opinion of Bond Counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.

G. Use of Proceeds. With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section II hereof:

1. The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements," as defined in the Law;
2. All of the Project is owned, or will be owned, by the Recipient or another Tax-Exempt organization;
3. The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and
4. The Recipient may depart from any of its agreement contained in subparagraph 3 if it delivers to the Director, at the Recipient's expense, an opinion of Bond Counsel that to do so would not adversely affect the exclusion

of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.

- H. General Tax Covenant. The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes;
- I. Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to Section II of this Agreement to fund the Project to completion;
- J. Construction Contract.
1. Ohio Preference. The Recipient shall, to the extent practicable, use and shall cause all of its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project pursuant to Section 164.05(A)(6) of the Revised Code;
 2. Domestic Steel. The Recipient shall use and cause all of its Contractors and subcontractors to comply with domestic steel use requirements pursuant to Section 153.011 of the Ohio Revised Code;
 3. Prevailing Wage. The Recipient shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Revised Code Sections 164.07(B) and 4115.03 through 4115.16;
 4. Equal Employment Opportunity. The Recipient shall require all Contractors to secure a valid Certificate of Compliance;
 5. Construction Bonds. In accordance with 153.54, et. seq. of the Ohio Revised Code, the recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100 percent (100%) of its contract price as security for the faithful performance of its contract;
 6. Insurance. The Recipient shall require that each of its construction contractors and each subcontractor maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Public Liability, Property Damage and Vehicle Liability Insurance; and
 7. Supervision. The Recipient shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring that construction conforms to the approved surveys, plans, profiles, cross sections and specifications.
- K. Minority Business Enterprise. The Recipient shall comply with the minority business requirements pursuant to Section 164.07(A) of the Revised Code and rule 164-1-32 of the Administrative Code when making direct purchases of equipment, materials or supplies.

SECTION X. Progress Reports. The Recipient shall submit to the OPWC, at the OPWC's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the OPWC may reasonably require.

SECTION XI. Audit Rights. The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of three (3) years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and

specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within ten (10) days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each and every negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolving each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Chapter 164 of the Revised Code until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

SECTION XII. General Assembly Appropriation. The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Chapter 164 of the Revised Code. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code and until the Recipient has acquired and committed all funds necessary for the full payment of the Matching Funds applicable to the Project.

SECTION XIII. Indemnification. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Revised Code Section 126.30. Provided that the Recipient is not a Local Political Subdivision, the Recipient shall indemnify and hold harmless the Director, the OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, the Recipient's use or application of the funds being provided by the OPWC hereunder and the Recipient's construction or management of the Project.

SECTION XIV. Termination. The OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the terms or conditions contained herein. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement. In the absence of any such failure, this Agreement shall terminate and the obligations of the parties hereto shall be deemed to be satisfied on the date on which all of the Infrastructure Bonds, of which the proceeds were used to pay or reimburse the costs of the Project, have been retired.

SECTION XV. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be located in the courts of Franklin County, State of Ohio.

SECTION XVI. Severability. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by Law.

SECTION XVII. Entire Agreement. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

SECTION XVIII. Captions. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

SECTION XIX. Notices. Except as otherwise provided hereunder, any notices required hereunder shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

SECTION XX. No Waiver. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure in no way affects the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this Agreement.

SECTION XXI. Acceptance by Recipient. This Agreement must be signed by the Chief Executive Officer of the Recipient and returned to, and received by, the OPWC within forty-five (45) days of the date written on the first page of this Agreement. Failure of the Recipient to return a fully executed copy of this Agreement to the OPWC within the forty-five (45) day limit will result in this Agreement being declared null and void. However, upon the Recipient presenting the Director with a written explanation of the need to extend this forty-five (45) day limit, the Director, in his sole discretion, may extend the forty-five (45) day limit.


SECTION XXII. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project No. CA13U/CA14U as of the date first written above.

RECIPIENT

GRANTOR

STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION



Hon. Thomas P. Perzjak, Mayor

By: 

Michael Miller, Director

City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149

Ohio Public Works Commission
65 East State Street
Suite 312
Columbus, OH 43215

WITNESS



WITNESS

APPROVED
FINANCE & ADMINISTRATION


APPENDIX A

PROJECT DESCRIPTION AND COMPLETION SCHEDULE

1) PROJECT DESCRIPTION / PHYSICAL SCOPE:

The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby defined and described as follows:

a) PROJECT NAME: **Drake, Bowman, & Fetzer Sanitary Sewers**

b) SPECIFIC LOCATION: **The project is located on Bowman Drive, Fetzer Drive and Drake Road from Ash Drive to approximately 225 feet west of Pearl Road.**

(Project Location Zip Code - 44149-)

c) PROJECT TYPE; MAJOR COMPONENTS: **The project consists of the installation of an 8-inch sanitary sewer collection line, manholes, and house connections to replace area septic systems. Also included is the construction of a water line and hydrants on Fetzer Drive, restoration to all disturbed areas, and milling, base repairs, and application of 2-course asphalt. See engineer's estimate in project application for approved bid items and quantities.**

d) PHYSICAL DIMENSIONAL CHARACTERISTICS: **Project includes 5,940 LF of 8-inch sanitary sewer, 24 manholes, and 91 connections.**

APPENDIX A
Page 2

2) PROJECT SCHEDULE:

The Project, for which the provision of financial assistance is the subject of this Agreement, shall be pursued and completed in accordance with the following schedule:

<u>ACTIVITY</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
Final Design	03/01/2014	08/31/2016
Bidding Process	04/15/2017	07/15/2017
Construction	08/15/2017	06/15/2018

Construction must begin within 30 days of the date set forth herein for the start of construction, or this Agreement may become null and void, at the sole option of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

The information detailed in this Appendix A shall serve as the basis for Project monitoring purposes and for determining Project acceptance upon its completion. In the event that circumstances require a change in physical scope, such changes must be approved through the execution of a formal Amendment to this Project Agreement.

APPENDIX B

PROJECT ADMINISTRATION DESIGNATION

The Project Administration Designation required by Section VI. A. of this Agreement, and in accordance with the definitions set forth in Section I of this Agreement, for the sole purpose of administering the Project, as defined and described in Appendix A of this Agreement, under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code is hereby established as follows:

The Recipient designates:

- 1.) **Hon. Thomas P. Perciak/Mayor** to act as the Chief Executive Officer;
- 2.) **Joseph Dubovec/Finance Director** to act as the Chief Fiscal Officer; and
- 3.) **Ken Mikula/City Engineer** to act as the Project Manager.

Upon any change in such a designation, the Recipient shall immediately provide written notification to the OPWC.

**APPENDIX C
PROVISION OF FINANCIAL ASSISTANCE**

GRANT

As authorized by Section II of this Agreement for the sole and express purpose of financing the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in Appendix D of this Agreement, the OPWC hereby agrees to provide financial assistance, subject to the terms and conditions contained in this Agreement, from the State Capital Improvements Fund which constitutes the proceeds of the Infrastructure Bonds, in an amount not to exceed **Six Hundred Seventeen Thousand, One Hundred Sixty-Five Dollars (\$617,165)**. This financial assistance shall be provided in the form of a **Grant**. The OPWC Grant Control No. is CA13U.

Once this grant amount is fully expended, the loan amount, which is part of this Project Agreement, will be drawn on for disbursing the remaining OPWC obligations contained in this Agreement. An exception applies if the loan amount is necessitated for the local share. In which case, grant and loan assistance will be disbursed concurrently.

LOAN

Article 1.1. Determinations of Director. Pursuant to the Act and Section II of the Agreement and subject to the remaining terms and provisions of the Agreement and all Appendices thereto, the Director hereby determines that the financial assistance to be provided by the OPWC to the Recipient is in compliance with the Act and is provided to the Recipient for the sole and express purpose of financing the Eligible Project Cost and/or reimbursing the Recipient for such Eligible Project Cost.

Article 2.1. Definitions. All of the capitalized terms contained in this Appendix shall have the same meanings as defined in the Agreement unless otherwise defined herein and shall be in addition to any other terms defined herein:

- (a) "Agreement" means the Project Agreement by and between the OPWC and the Recipient and all appendices thereto which are attached to the Agreement and made a part thereof and incorporated by reference in this Appendix.
- (b) "Eligible Project Costs" means such portion of the Project costs disbursed and loaned from the OPWC to the Recipient for the sole and express purpose of acquiring, constructing, reconstructing, expanding, improving, engineering and equipping the Project, other direct expenses, and related financing costs thereto.
- (c) "Project" means the Capital Improvement Project described in Appendix A of the Agreement.
- (d) "Repayment Amount" means the amount to be paid by the Recipient to the OPWC on each payment date of each year during the Term pursuant to the terms and conditions of the Note.
- (e) "Term" means the period in which the Agreement shall be in full force and effect, commencing on the date hereof and continuing until the next January 1 or July 1 following completion of construction of the Project or until the January 1 or July 1 following the day in which the obligations of the Recipient hereunder have been fully satisfied, whichever date is later.
- (f) "Note" means the promissory note provided to the Chief Financial Officer of record.
- (g) "Utility" means the Project if the Project is or upon completion of construction of the Project, will be a facility which generates revenues from fees, charges or taxes associated with the use of the facility.

Article 3.1. The Loan. On the terms and conditions of the Agreement which are incorporated herein and made a part hereof, the OPWC shall lend to Recipient and Recipient shall borrow from the OPWC an amount not to exceed **Nine Hundred Eighty-Seven Thousand, Four Hundred Sixty-Five Dollars (\$987,465)**, the proceeds of which shall be utilized solely to finance the Eligible Project Costs and/or reimburse the Recipient for its advance payment of such Eligible Project Costs (the "Loan"). The Loan shall be disbursed by the OPWC to the Recipient pursuant to Section VI of the Agreement. The terms of repayment of the Loan shall be as set forth in the Note and Recipient shall make all payments required to be made under the Note as and when due.

Article 3.2. In the event the Project to be constructed hereunder is or will be a Utility, the Recipient hereby agrees to the following:

- (a) It shall at all times prescribe and charge such rates, fees, charges or taxes as shall result in revenues at least adequate to meet operation, maintenance and all expenses of the Utility and the payment of all amounts required by the Note;
- (b) It shall permit any authorized agent of the OPWC to inspect all records, accounts and data of the Utility at any reasonable time; and
- (c) It shall segregate the revenues, funds, properties, costs and expenses of the Utility from all other revenues, funds properties, costs and expenses of the Recipient.

Article 3.3. The Recipient shall pay to the OPWC an amount equal to the Repayment Amount as and when due as provided in the Note from (i) any source of revenues of the Recipient, or (ii) in the event the Project is or will be a Utility, the Recipient shall make such payments from the revenues of such Utility; provided, however, that if otherwise lawful, nothing herein shall be deemed to prohibit the Recipient from using, of its own volition, any of its general revenues or other revenue sources for such payments. The obligation of the Recipient to pay the Repayment Amount shall not be assignable, and the Recipient shall not be discharged therefrom, without the prior written consent of the OPWC. During the first fifteen (15) days of May and November of each year during the Term, the OPWC shall invoice the Recipient for the sum due and owing the OPWC and the payment of each such invoice shall be made by the Recipient to the OPWC not later than the first day of July or the last business day of January. The Director at his sole discretion may adjust repayment schedules based on the administrative needs of the Lender. Any failure of the OPWC to invoice the Recipient shall not otherwise release the Recipient from its obligations to pay the Repayment Amount as and when due or otherwise fulfilling its obligations hereunder.

Article 3.4. The Recipient shall pay the Local Subdivision Contribution as provided in Section VIII of the Agreement and Appendix D. If the Term commences prior to the determination of the final costs of the Project, the Repayment Amount and the Local Subdivision Contribution shall be based upon the best figures available at the time of execution of the Agreement or as amended from time to time. When such final costs of the Project are greater than or less than the estimated costs of the Project as set forth in Appendix D, the amount of the Loan and the Note shall be adjusted in accordance with the terms and conditions of the Note and the Local Subdivision Contribution shall be paid in full by the Recipient as and when due.

Article 3.5. In the event the final costs of the Project are greater than the estimated costs of the Project, the Recipient's Local Subdivision Contribution shall be increased by an amount equal to the difference between the final cost of the Project and the estimated cost of the Project.

Article 3.6. Subject to the terms and conditions of the Agreement, the Eligible Project Costs shall be paid by the OPWC not to exceed the amount established in the Agreement. In the event the Agreement is terminated by the OPWC pursuant to, but not in breach of, the provisions of the Agreement, or by subsequent agreement of the parties, or in the event the Agreement is terminated by the Recipient, whether or not in breach of the Agreement, the Eligible Project Costs incurred in connection with the construction of the Project shall be paid by the Recipient and the OPWC shall be released from paying the Eligible Project Cost. Any moneys paid to the OPWC by the Recipient under the provisions of this Section shall be repaid in not more than one (1) year after termination with interest on the remaining balances at the Default Interest Rate.

Article 3.7. Prior to the disbursement of the Loan, the Recipient shall demonstrate to the satisfaction of the Director the capability of the Recipient to pay the Repayment Amount and the Local Subdivision Contribution. The Director may withhold any disbursement during the Term if he reasonably believes that the Recipient is unable to pay the Repayment Amount or its Local Subdivision Contribution as and when due.

Article 3.8. Upon completion of the Project, the Recipient shall make a full and complete accounting to the OPWC of the Eligible Project Cost.

Article 3.9. If prior to the completion of the Term the Project shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient pursuant to Article 3.2 hereof, and the Recipient shall at its cost and expense (i) promptly repair, rebuild or restore the property damaged or destroyed in substantially the same condition before such damage or destruction, and (ii) apply for any proceeds from insurance policies for claims for such losses as well as utilizing any additional moneys of the Recipient to repair, rebuild and restore the Project.

Article 3.10. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amount of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Recipient in a separate condemnation award account and shall be applied by the Recipient in either or both the following ways as shall be determined by the Recipient:

- (a) The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or
- (b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project, which real estate and facilities shall be deemed a part of the Project without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the Recipient upon delivery to the OPWC of a certificate signed by the Chief Executive Officer of the Recipient that the Recipient has complied with either paragraph (a) or (b), or both, of this Section. The OPWC shall cooperate fully with the Recipient in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof. In no event will the Recipient voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the OPWC.

Article 3.11. The Recipient agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

- (a) The Recipient shall fail to make any payment to the OPWC of the Repayment Amount required as and when due under the Note and/or the Recipient fails to pay its Local Subdivision Contribution.
- (b) The Recipient shall fail to observe and perform any obligations, agreements or provisions of the Agreement and all Appendices thereto, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OPWC.

Article 3.12. Whenever an Event of Default shall have happened and be subsisting, in addition to any other rights or remedies provided herein, the Note, by law or otherwise:

- (a) The amount of such default, in the event the Recipient defaults on the Repayment Amount, shall bear interest at eight percent (8%) per annum ("Default Interest Rate"), from the date of the default until the date of the payment thereof, and all the costs incurred by the OPWC in curing such default including, but not limited to, court costs all other reasonable costs and expenses (including reasonable attorney's fees) shall be repaid by the Recipient to the OPWC as a part of the Repayment Amount.
- (b) The Director may in his sole and complete discretion and in accordance with Section 164.05 of the Revised Code, direct the county treasurer of the county in which the Recipient is located to pay the amount of any default hereunder from the funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Sections 5747.51 to 5747.53 of the Revised Code.
- (c) The OPWC shall be released from any and all obligations to Recipient hereunder.
- (d) The entire principal amount of the Loan then remaining unpaid, together with all accrued interests and other charges shall, at the OPWC's option, become immediately due and payable.

Article 3.13. No right or remedy conferred upon the OPWC under Article 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Article 3.14. Notwithstanding any provision contained in this Appendix, the promissory note, or any other provision of this Agreement, should the Repayment Amount equal \$5,000 or less, it shall be paid to the OPWC in two equal payments according to the invoice schedule established in Article 3.3.

Joint Funded Project with the Ohio Department of Transportation

In the event that the Recipient does not have contracting authority over project engineering, construction, or right-of-way, the Recipient and the OPWC hereby assign certain responsibilities to the Ohio Department of Transportation, an authorized representative of the State of Ohio. Notwithstanding Sections IV, VI.A., VI.B., VI.C., and VII of the Project Agreement, Recipient hereby acknowledges that upon notification by the Ohio Department of Transportation, all payments for eligible project costs will be disbursed by the Grantor directly to the Ohio Department of Transportation. A Memorandum of Funds issued by the Ohio Department of Transportation shall be used to certify the estimated project costs. Upon receipt of a Memorandum of Funds from the Ohio Department of Transportation, the OPWC shall transfer funds directly to the Ohio Department of Transportation via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix D to those eligible project costs within the Memorandum of Funds. In the event that the Project Scope is for right-of-way only, notwithstanding Appendix D, the OPWC shall pay for 100% of the right-of-way costs not to exceed the total financial assistance provided in this Appendix.

APPENDIX D

LOCAL SUBDIVISION CONTRIBUTION, PROJECT FINANCING AND EXPENSES SCHEME AND DISBURSEMENT RATIO

1) OPWC/LOCAL SUBDIVISION PARTICIPATION PERCENTAGES: For the sole and express purpose of financing/reimbursing costs of the Project defined and described in Appendix A of this Agreement, the estimated costs of which are set forth and described in this Appendix D, the Recipient hereby designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of **35%** of the total Project Cost. The OPWC participation percentage shall be **65%**. However, in the event of a cost over-run, the maximum OPWC dollar contribution shall not exceed the amount identified in Appendix C.

2) PROJECT FINANCING AND EXPENSES SCHEME: The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project as defined and described in Appendix A of this Agreement to consist of the following components:

a) <u>PROJECT FINANCIAL RESOURCES:</u>	
i) Local In-kind Contributions	\$0
ii) Local Public Revenues	\$864,031
iii) Local Private Revenues	\$0
iv) Other Public Revenues:	
- ODOT/FHWA	\$0
- OEPA	\$0
- OWDA	\$0
- CDBG	\$0
- Other _____	\$0
 SUBTOTAL	 <u>\$864,031</u>
 v) OPWC Funds:	
- Grant	\$617,165
- Loan	\$987,465
 SUBTOTAL	 <u>\$1,604,630</u>
 TOTAL FINANCIAL RESOURCES	 <u>\$2,468,661</u>
 b) <u>PROJECT ESTIMATED COSTS:</u>	
i) Project Engineering Costs:	
- Preliminary Engineering	\$10,000
- Final Design	\$15,000
- Construction Administration	\$0
ii) Right-of-Way	\$0
iii) Construction Costs	\$2,185,146
iv) Materials Purchased Directly	\$0
v) Permits, Advertising, Legal	\$40,000
vi) Construction Contingencies	\$218,515
 TOTAL ESTIMATED COSTS	 <u>\$2,468,661</u>

**OHIO PUBLIC WORKS COMMISSION
APPENDIX E - DISBURSEMENT REQUEST FORM AND CERTIFICATION**

DISBURSEMENT REQUEST NUMBER: _____

Statement requesting the disbursement of funds from the OPWC pursuant to Section VI of the Project Agreement (the "Agreement") executed between the Director of the Ohio Public Works Commission (the "Director") and **City of Strongsville, (035-75098), Cuyahoga County** (the "Recipient"), dated **July 1, 2017**, for the sole and express purpose of financing the capital improvement project defined and described in Appendix A of the Agreement (the "Project") and named and numbered as **Drake, Bowman, & Fetzer Sanitary Sewers, CA13U/CA14U**.

EXPENDITURES PROGRESS:	(1) <u>AS PER</u> <u>AGREEMENT</u>	(2) <u>PRIOR</u> <u>DISBURSED</u>	(3) <u>AS PART OF</u> <u>THIS DRAW</u>	(4) <u>PAID TO DATE</u> <u>(Column 2 + 3)</u>
A) Project Engineering Costs				
1) Preliminary Engineering	\$10,000	\$ _____	\$ _____	\$ _____
2) Final Design	\$15,000	\$ _____	\$ _____	\$ _____
3) Construction Administration	\$0	\$ _____	\$ _____	\$ _____
B) Right-of-Way	\$0	\$ _____	\$ _____	\$ _____
C) Construction Costs	\$2,185,146	\$ _____	\$ _____	\$ _____
D) Materials Purchased Directly	\$0	\$ _____	\$ _____	\$ _____
E) Permits, Advertising, Legal	\$40,000	\$ _____	\$ _____	\$ _____
F) Construction Contingencies	\$218,515	\$ N/A	\$ N/A	\$ N/A
G) Totals	\$2,468,661	\$ _____	\$ _____	\$ _____

FINANCING PROGRESS:	(1) <u>AS PER</u> <u>AGREEMENT</u>	(2) <u>PRIOR</u> <u>DISBURSED</u>	(3) <u>AS PART OF</u> <u>THIS DRAW</u>	(4) <u>USED TO DATE</u> <u>(Column 2 + 3)</u>
H) OPWC Funds	\$1,604,630	\$ _____	\$ _____	\$ _____
I) Local Share				
1) In-kind Contributions	\$0	\$ _____	\$ _____	\$ _____
2) Public Revenues	\$864,031	\$ _____	\$ _____	\$ _____
3) Private Revenues	\$0	\$ _____	\$ _____	\$ _____
J) Other Public Revenues				
1) ODOT/FHWA	\$0	\$ _____	\$ _____	\$ _____
2) OEPA	\$0	\$ _____	\$ _____	\$ _____
3) OWDA	\$0	\$ _____	\$ _____	\$ _____
4) CDBG	\$0	\$ _____	\$ _____	\$ _____
5) Other _____	\$0	\$ _____	\$ _____	\$ _____
K) Total Local and Other Public Revenues	\$864,031	\$ _____	\$ _____	\$ _____
L) Totals (H+K for each column)	\$2,468,661	\$ _____	\$ _____	\$ _____

[NOTE: Column totals for Line L must be equal to the column totals for Line G.]

Is this the final request for disbursement of OPWC funds? YES NO

If the answer is YES or if this disbursement uses the remainder of your OPWC assistance, your project file will be closed upon processing this request. As described in Appendix D of the Project Agreement, your minimum Percentage Contribution is 35% of the total project cost.

AUTHORIZED CERTIFICATIONS

Changes to project officials must be submitted in writing.

PROJECT MANAGER CERTIFICATION:

I hereby certify that the work items invoiced and included herein are exclusively associated with the Project, have been completed in a satisfactory manner, and are otherwise in accord with the terms and conditions of the Agreement. This request reflects project completion at an estimated _____%.

Ken Mikula/City Engineer Date Phone

CHIEF EXECUTIVE OFFICER AND CHIEF FINANCIAL OFFICER CERTIFICATION:

Pursuant to Section VI. B. and VI. C. of the Agreement, the undersigned Chief Executive Officer and Chief Fiscal Officer of the Recipient, as both are designated in Appendix B of the Agreement, hereby request the Director to disburse financial assistance moneys made available to Project in Appendix C of the Agreement (inclusive of any amendment thereto) to the payee as identified below in the amount so indicated which amount equals the product of the Disbursement Ratio and the dollar value of the attached cost documentation which was properly billed to the Recipient in exclusive connection with the performance of the Project. The undersigned further certify that:

- 1) Each item of project cost documentation attached hereto is properly payable by the OPWC in accordance with the terms and conditions of the Agreement, and none of the items for which payment is requested has formed the basis of any payment heretofore made from the OPWC;
- 2) Each item for which payment is requested hereunder is or was necessary in connection with the performance of the project;
- 3) In the event that any of the money disbursed to the Recipient pursuant to this request is to be used to pay Project costs based on an invoice submitted by a contractor of which the Recipient's share is yet to be paid, the Recipient shall expend such money to pay such contractor for the Project costs within twenty-four (24) hours after receipt thereof. Recipient shall hold such money uninvested pending payment to the contractor;
- 4) This statement and attachments hereto shall be conclusive as evidence of the facts and statements set forth herein and shall constitute full warrant, protection, and authority to the Director for any actions taken pursuant hereto; and
- 5) This document evidences the approval of the undersigned Chief Executive Officer and Chief Fiscal Officer of each payment hereby requested and authorized.

IN WITNESS WHEREOF, the undersigned have executed this Disbursement Request Form and Certification as of this _____ day of _____, 20____.

Joseph Dubovec/Finance Director

CFO Phone: () - _____

Hon. Thomas P. Perciak/Mayor

Subdivision Name: City of Strongsville Cuyahoga County
Project Name: Drake, Bowman, & Fetzer Sanitary Sewers
OPWC Control No.: CA13U/CA14U
Project Manager: Ken Mikula/City Engineer

Disbursement Request # _____

CONTRACTOR/VENDOR PAYEE IDENTIFICATION:

Set forth the appropriate portion(s) of this Disbursement Request amount (all or part of the amount from H(3)) that is to be paid to each of the contractors/vendors (or Subdivision) identified below, and as are supported through accompanying copies of invoices or other evidence of expense.

- 1) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
PAYEE: _____
Address: _____
Phone: () - _____
Federal Tax ID #: _____

- 2) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
PAYEE: _____
Address: _____
Phone: () - _____
Federal Tax ID #: _____

- 3) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
PAYEE: _____
Address: _____
Phone: () - _____
Federal Tax ID #: _____

- 4) AMOUNT TO BE PAID CONTRACTOR/VENDOR BY the OPWC \$ _____
PAYEE: _____
Address: _____
Phone: () - _____
Federal Tax ID #: _____

OPWC Use Only	Accounting: _____
Approval by: _____	Auditor: _____
Date: ____/____/____	

PROMISSORY NOTE

\$987,465
July 1, 2017

City of Strongsville
CA14U

FOR VALUE RECEIVED, the undersigned (the "Recipient") promises to pay to the order of the Ohio Public Works Commission (hereinafter the "Lender," which term shall include any holder hereof), at its office located at **65 E. State Street, Suite 312, Columbus, OH 43215**, or at such other place as the holder hereof may, from time to time, designate in writing, the principal sum of **Nine Hundred Eighty-Seven Thousand, Four Hundred Sixty-Five Dollars (US\$987,465)**, or so much thereof as shall be advanced by Lender and remain unpaid, together with all costs herein provided and interest from the first day in January or July following project completion and thereon until said amounts have been paid in full at a rate equal to **Zero percent (0.00%)** per annum, or the "Default Rate" (as hereinafter defined), as the case may be.

Principal and interest due under this Note shall be payable as follows:

The first payment due hereunder shall be made on the last business day in January or the first day in July following the date of project completion, whichever date first occurs, which date shall be referred to herein as the "Initial Payment Date."

After the Initial Payment Date, principal and interest shall be due and payable in equal consecutive semi-annual installments commencing on the last business day in January or July 1 following the Initial Payment Date (the "Second Payment Date") and continuing on the last business day in January and July 1 thereafter until maturity. Subject to adjustment as provided herein, the amount of each such semi-annual installment of principal and interest shall be the amount which would fully amortize the unpaid principal balance of the indebtedness evidenced by this Note as of the Second Payment Date, such amortization to be based upon (i) an amortization period of **Twenty years (20)** commencing on the Second Payment date, except for a zero (0) percent loan which would commence on the Initial Payment Date and (ii) interest being calculated on the basis of thirty (30) day calendar months in a 360 day year; provided that in the event the Lender makes additional disbursements following the Second Payment Date, the amount of the semi-annual installments of principal and interest required hereunder shall be increased to the amount it would take to fully amortize this Note based upon (i) the new principal balance and (ii) the above-referenced amortization period, less the number of years (or parts thereof) which have elapsed since the Second Payment Date. The unpaid principal sum of this Note and all accrued and unpaid interest and other charges hereunder shall be payable in full on the Maturity Date which would be either the last business day in January or July 1 following the loan term. The Recipient acknowledges that if the semi-annual payments set forth above do not fully amortize this Note, the payment due on the Maturity Date will be a balloon payment, consisting of (i) all accrued and unpaid interest and other charges and (ii) the entire unpaid principal balance hereof.

If Recipient shall fail to make any payment hereunder when due, and the same is not corrected within thirty (30) days, then the amount of such default shall bear interest thereafter at the rate of eight percent (8%) per annum (the "Default Rate") from the date of the default until the date of the payment thereof, and the entire principal hereof then remaining unpaid, together with all accrued interest and other charges, shall, at the Lender's option, become immediately due and payable and/or the Lender by and through its Director may, in the Director's sole and complete discretion and in accordance with Section 164.05 of the Ohio Revised Code, direct the county treasurer of the county in which the Recipient is located to pay the amount due hereunder from funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Section 5747.51 to 5747.53 of the Revised Code. The Lender may exercise this option to direct the county treasurer to pay the amount due from the local government fund without any notice or demand during any default by Recipient regardless of any prior forbearance. The lender shall be entitled to collect all costs incurred by the Lender in curing such default, including, but not limited to court costs and reasonable attorney fees from a suit brought to collect this Note. In addition, if the Lender exercises its option to direct the county treasurer to pay the amount due from the local government fund, the Lender shall be entitled to collect all reasonable costs and expenses of any efforts by the Lender to collect the amount due from the local government fund, including but not limited to reasonable attorneys' fees. Lender may, at its option, delay in or refrain from exercising some or all of its rights and remedies without prejudice thereto and regardless of any prior forbearance.

The Recipient and any endorser, guarantor and surety now or hereafter liable for the payment of the principal or interest due on this Note, or any part thereof, does hereby expressly agree that any renewal, extension or modification of the terms of the Project Agreement including the terms or the time for the payment of any part of this Note may be made or extended without notice and without releasing or otherwise affecting liability of said parties on this Note.

NOTE: If a final disbursement is not received within sixty (60) days from the estimated project completion date the project may be terminated at the sole discretion of the Director. Upon notification of termination a revised amortization schedule will be provided based on the actual amount of OPWC financial assistance borrowed. After project termination no further disbursement activity will be allowed.

The waiver by Lender or failure to enforce any other term, covenant or condition of this Note, or the Project Agreement and all appendices thereto or to declare any default hereunder or thereunder, shall not operate as a waiver of any subsequent default or affect the right of Lender to exercise any right or remedy not expressly waived in writing by Lender. The unenforceability or invalidity of any one or more provisions of this Note shall not render any other provision herein contained unenforceable or invalid.

This Note and all of the Project Agreement and all Appendices thereto have been executed and delivered in the State of Ohio and shall be governed by and construed in accordance with the laws of the State of Ohio. Any notice to the Recipient provided for in this Note shall be given by mailing such notice by certified mail, addressed to the Recipient at the following address: **16099 Foltz Industrial Parkway, Strongsville, OH 44149**. Any notice to the Lender shall be given by mailing such notice by certified mail, return receipt requested, to the Lender at the address of the Lender as may have been otherwise designated by notice to the Recipient.

This Note was executed in **Cuyahoga** County, Ohio. The Recipient represents that it has received all of the necessary approvals from its legislative or authorizing body to execute and deliver this Note to the Lender.

By: _____
Joseph Dubovec/Finance Director
City of Strongsville, Ohio

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 127

By: Mayor Perciak and All Members of Council

A RESOLUTION DECLARING THE OFFICIAL INTENT AND REASONABLE EXPECTATION OF THE CITY OF STRONGSVILLE ON BEHALF OF THE STATE OF OHIO AS THE BORROWER TO REIMBURSE ITS GENERAL CAPITAL IMPROVEMENT FUND AND SANITARY SEWER FUND FOR THE DRAKE, BOWMAN & FETZER SANITARY SEWER PROJECT (OPWC PROJECT NOS. CA13U & CA14U) WITH THE PROCEEDS OF TAX EXEMPT DEBT OF THE STATE OF OHIO.

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

Section 1. That the City of Strongsville reasonably expects to receive a reimbursement for the Drake, Bowman & Fetzer Sanitary Sewer Project (the "Project"), as set forth in Appendix A of the Project Loan Agreement with the Ohio Public Works Commission, with the proceeds of bonds to be issued by the State of Ohio.

Section 2. That the maximum aggregate principal amount of bonds, other than for costs of issuance, expected to be issued by the State of Ohio for reimbursement to the local subdivision is \$987,465.00.

Section 3. That the Clerk of Council is hereby directed to file a copy of this Resolution with the City of Strongsville for the inspection and examination of all persons interested therein and to deliver a copy of this Resolution to the Ohio Public Works Commission.

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

Section 5. 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: _____

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2017 - 127
Page 2

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

Attest: _____
Clerk of Council

RES
ORD. No. 2017-127 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CERTIFICATE OF COPY

The foregoing is a true and correct excerpt from the minutes of the meeting on _____, 2017, of the City of Strongsville of Cuyahoga County, showing the adoption of the Resolution hereinabove set forth.

(SEAL)

Aimee Pientka, Clerk of Council
City of Strongsville, Ohio

Dated: _____, 2017

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 128

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF ESTATES AT ARBOR CREEK SUBDIVISION IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the plat of Estates at Arbor Creek Subdivision is being submitted to this Council for review pursuant to Title Four of Part Twelve entitled "Subdivision Regulations" of the Codified Ordinances of the City of Strongsville; and

WHEREAS, PSP Development LLC, the owner of said Subdivision, has submitted the subdivision plat (attached hereto as Exhibit 1) to the Planning Commission of the City of Strongsville, and the Planning Commission approved the plat on March 23, 2017; and

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

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

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

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

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

Section 3. That subject to the aforesaid Agreement, the Council of the City of Strongsville does hereby approve the subdivision plat submitted by PSP Development LLC, owner of Estates at Arbor Creek Subdivision, in the City of Strongsville for recording purposes only.

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

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

Section 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville and conform to legal requirements. 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. 2017-128 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

5485 WARNER ROAD - SUITE 12
VALLEY VIEW, OHIO 44125
440-602-9071



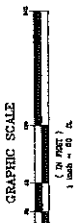
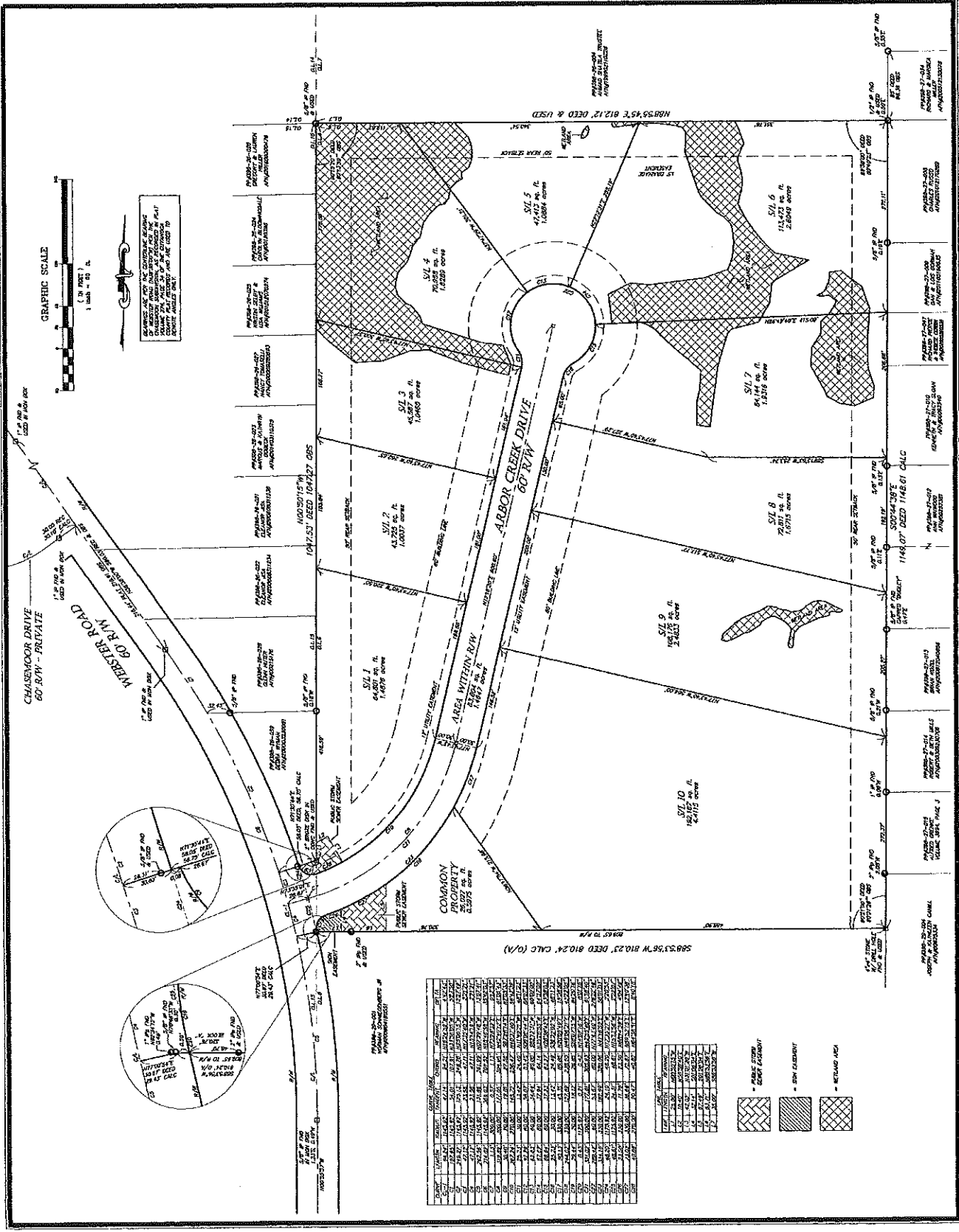
FAX 216-988-0259
ENGINEERING and SURVEYING
CIVIL Engineering - Land Surveying

**ESTATES AT
ARBOR CREEK
SUBDIVISION
PLAT**

PART OF ORIGINAL
STRONGSVILLE
LOT NOS. 6 AND 15
SITUATED IN THE
CITY OF STRONGSVILLE
COUNTY OF CUYAHOGA
STATE OF OHIO

NO.	DATE	DESCRIPTION	BY
1	5/17/07	REVISED LOTS/LOTS	CL
2	5/17/07	REVISED LOTS/LOTS	CL

NO.	DATE	DESCRIPTION	BY
1	5/17/07	REVISED LOTS/LOTS	CL
2	5/17/07	REVISED LOTS/LOTS	CL



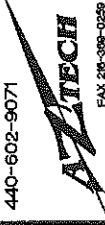
ALL AREAS NOT SHOWN ARE CONTAINED IN SEPARATE PLATS. THIS PLAT IS A PART OF THE ORIGINAL PLAT AND IS NOT TO BE USED TO RECONSTRUCT THE ORIGINAL PLAT.

LOT	AREA	PERCENTAGE	REMARKS
1	1.0000	100.00%	COMMON PROPERTY
2	1.0000	100.00%	
3	1.0000	100.00%	
4	1.0000	100.00%	
5	1.0000	100.00%	
6	1.0000	100.00%	
7	1.0000	100.00%	
8	1.0000	100.00%	
9	1.0000	100.00%	
10	1.0000	100.00%	

LEGEND

- ROAD EASEMENT
- SEW EASEMENT
- WELAND AREA

5425 WARNER ROAD - SUITE 12
VALLEY VIEW, OHIO 44125
440-602-9071



FAX 248-008-0289
ENGINEERING and SURVEYING
Civil Engineering - Land Surveying

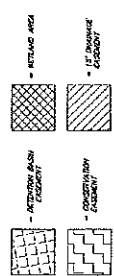
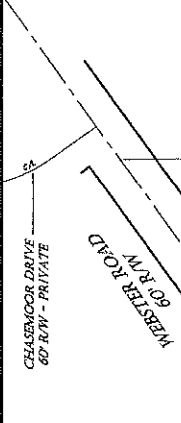
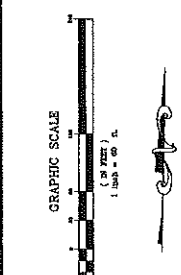
SHEET CONTENT

ESTATES AT ARBOR CREEK SUBDIVISION PLAT

PART OF ORIGINAL
STRONGSVILLE
LOT NOS. 6 AND 15
SITUATED IN THE
CITY OF STRONGSVILLE
COUNTY OF CUYAHOGA
STATE OF OHIO

NO.	DATE	DESCRIPTION	BY
1	8/2/2007	PLATTED LOTS/LOTS	C.
2	2/16/2010	PLATTED LOTS/LOTS	C.

NO.	DATE	DESCRIPTION	BY
1	8/2/2007	PLATTED LOTS/LOTS	C.
2	2/16/2010	PLATTED LOTS/LOTS	C.



LOT NO.	AREA (SQ. FT.)	AREA (SQ. YD.)	AREA (ACRES)	REMARKS
LOT 1	84,897	2,470.8	0.056	1.4678 ACRES
LOT 2	43,722	1,256.2	0.029	1.0072 ACRES
LOT 3	46,867	1,346.3	0.031	1.0465 ACRES
LOT 4	71,820	2,053.3	0.047	1.6200 ACRES
LOT 5	47,413	1,371.5	0.031	1.0804 ACRES
LOT 6	124,473	3,574.2	0.081	2.6648 ACRES
LOT 7	84,144	2,418.1	0.055	1.9276 ACRES
LOT 8	78,915	2,261.6	0.051	1.8215 ACRES
LOT 9	28,242	818.4	0.019	0.6662 ACRES
LOT 10	24,715	714.3	0.017	0.5815 ACRES

NO.	DATE	DESCRIPTION	BY
1	8/2/2007	PLATTED LOTS/LOTS	C.
2	2/16/2010	PLATTED LOTS/LOTS	C.

PREPARED BY: [Name]
CHECKED BY: [Name]
DATE: [Date]

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 - 129

By: Mayor Perciak and Mr. Daymut

A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN THE ESTATES AT ARBOR CREEK SUBDIVISION IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2017-128 duly passed by this Council on _____, the Council of the City of Strongsville accepted the plat submitted by PSP Development LLC., the owner of Estates at Arbor Creek Subdivision, for recording purposes only; and

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

WHEREAS, as a prerequisite for the obtaining of permits from the City of Cleveland to install water mains within the said streets of said subdivision, a resolution of intent is required from the City of Strongsville before issuing such permits.

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

Section 1. That the Council of the City of Strongsville does intend to accept for dedication, the streets shown on the subdivision plat of Estates at Arbor Creek Subdivision, after all improvements, including utilities, have been installed and approved by the Engineer of the City of Strongsville, and after performance of the terms and conditions of the Agreement between the Developer and the City approved in Ordinance No. 2017-128.

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

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

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2017 - _____
Page 2

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

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

RES
ORD. No. 2017-129 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 - 130

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND FABRIZI TRUCKING & PAVING COMPANY, INC., IN CONNECTION WITH THE FAWN MEADOW LANE AND IVYWOOD COURT WATERLINE REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2017-046, Council authorized the Mayor to enter into a contract with Fabrizi Trucking & Paving Company, Inc. in connection with the Fawn Meadow Lane and Ivywood Court Waterline Replacement Project, in the City of Strongsville, (the "Project"), in an amount not to exceed \$678,576.02; and

WHEREAS, the City's Engineer has now recommended that it would be in the best interests of the City to include changes in the work performed or to be performed on the Project by Fabrizi Trucking & Paving Company, Inc., generally being additional work required and requested by the City and the Cleveland Water Department, 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 \$65,005.50, for a new total Project cost of \$743,581.52.

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

Section 1. That the Mayor be and is hereby authorized and directed to issue and approve Change Order No. 1 to the contract in the amount of \$65,005.50, as recommended by the City Engineer, and reflected in Exhibit A; and after the issuance and approval of said Change Order No. 1 and completion of such work, to direct the Director of Finance to make payment to Fabrizi Trucking & Paving Company, Inc. in the additional amount of \$65,005.50, thereby increasing the total Project cost to \$743,581.52.

Section 2. That the funds necessary for this Ordinance have been appropriated and shall be paid from the General Capital Improvement 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 order.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 130
Page 2

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 for changes in the work in order to properly and timely complete the Project, to facilitate payment to the contractor for unanticipated changes in the work, to avoid potential legal problems, 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. 2017-130 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CHANGE ORDER

Order No. # 1
Date: July 17, 2017
Agreement Date: April 18, 2017

Name of PROJECT: **Fawn Meadow Lane and Ivywood Court Waterline Replacement**

CONTRACTOR: **Fabrizi Trucking and Paving, Co.**

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification: Additional work requested by the City and Cleveland Water Department

Change to CONTRACT PRICE

Original CONTRACT PRICE: **\$678,576.02**

Current CONTRACT PRICE adjusted by Previous CHANGE ORDER: **N/A**

The CONTRACT PRICE due to this CHANGE ORDER will be **increased** by:
\$65,005.50

The new CONTRACT PRICE including this CHANGE ORDER will be:
\$743,581.52

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by
N/A calendar day(s).

The date for completion of all WORK will be (Date):

Requested by: _____
Fabrizi Trucking and Paving, Co.

Recommended by: _____
Ken Mikula, P. E., City Engineer

Accepted by: _____
Mayor Thomas P. Perciak

EX A

CITY OF STRONGSVILLE FAWN MEADOW & IVYWOOD COURT WATERLINE CHANGE ORDER #1

ITEM	DESCRIPTION	UNIT	BID QUANTITY	UNIT PRICE	BID COST	PROPOSED QUANTITY	PROPOSED COST	DIFFERENCE OF COST - BID
1	7" reinforced concrete - type MS Slab Replacement	SY	6,513	\$ 57.92	377,232.96	0.00	0.00	\$ -
2	7" reinforced concrete - type MS Joint Replacement	SY	12	\$ 65.00	780.00	0.00	0.00	\$ -
3	Truncated Dome	EA.	9	\$ 200.00	1,800.00	0.00	0.00	\$ -
4	Reinforced concrete - class C curb ramp	SF	515	\$ 6.00	3,090.00	0.00	0.00	\$ -
5	Catch Basin Repair	EA.	16	\$ 450.00	7,200.00	0.00	0.00	\$ -
6	Manhole Adjusted to Grade	EA.	2	\$ 150.00	300.00	0.00	0.00	\$ -
7	Monument Box Adjusted to grade	EA	7	\$ 50.00	350.00	0.00	0.00	\$ -
8	Existing Water Box adjusted to grade	EA	4	\$ 50.00	200.00	0.00	0.00	\$ -
9	Butt Joint w/ 448 asphalt surface course and milling	CY	8	\$ 607.50	4,860.00	0.00	0.00	\$ -
10	304 Limestone Base for Pavement only	CY	57	\$ 52.52	2,993.64	0.00	0.00	\$ -
11	Underground sprinkler repair (contingent)	EA	1	\$ 2,000.00	2,000.00	0.00	0.00	\$ -
12	4" Curb Drain	LF	3,600	\$ 6.00	21,600.00	0.00	0.00	\$ -
13	6" Concrete Apron Replacement	SF	2,400	\$ 6.50	15,600.00	0.00	0.00	\$ -
14	8" Watermain PVC C-900 with Tracer Wire	LF	1,715	\$ 65.91	113,035.65	1,316.00	86,737.56	\$ -
15	Short Connections Waterline w/ 5lb Anodes	EA.	13	\$ 840.97	10,932.61	0.00	0.00	\$ -
16	Long Connections waterline w/ 9lb Anodes	EA.	10	\$ 681.20	6,812.00	0.00	0.00	\$ -
17	12" X 12" X 8" Cut-in-Tee, Valve and Box	EA.	1	\$ 3,546.84	3,546.84	1.00	3,546.84	\$ -
18	8" X 8" X 8" Tee	EA.	1	\$ 452.61	452.61	1.00	452.61	\$ -
19	8" X 8" X 8" X 8" Cross	EA.	1	\$ 503.99	503.99	1.00	503.99	\$ -
20	Hydrant Assembly w/ Line valve, box, reducer & restraints	EA.	7	\$ 4,255.06	29,785.42	5.00	21,275.30	\$ -
21	8" - 45 ° Bend	EA.	4	\$ 1,791.43	7,165.72	0.00	0.00	\$ -
22	8" - 11 1/4 ° Bend	EA.	1	\$ 289.27	289.27	0.00	0.00	\$ -
23	Chlorination Pit	EA.	1	\$ 543.11	543.11	0.00	0.00	\$ -
24	8" Gate Valve	EA.	8	\$ 1,129.10	9,032.80	7.00	7,903.70	\$ -
25	Waterline Lowering	EA.	4	\$ 1,051.03	4,204.12	1.00	1,051.03	\$ -
26	CWD Fees/Charges	LS	1	\$ 5,200.00	5,200.00	1.00	5,200.00	\$ -
27	Preconstruction Photography	LS	1	\$ 691.20	691.20	1.00	691.20	\$ -
28	Topsoil	CY	67	\$ 62.64	4,196.88		0.00	\$ -
29	Seed, Fertilizer, & Mulch	SY	800	\$ 1.62	1,296.00		0.00	\$ -
30	Water	MGAL	6	\$ 86.40	518.40		0.00	\$ -
31	Mobilization	LS	1	\$ 11,544.00	11,544.00	1.00	11,544.00	\$ -
32	Maintenance of Traffic	LS	1	\$ 1,580.00	1,580.00	0.25	395.00	\$ -
33	Clearing and Grubbing (contingent)	LS	1	\$ 750.00	750.00		0.00	\$ -
34	As Builts	LS	1	\$ 2,052.00	2,052.00		0.00	\$ -
35	Utility Allowance (contingent)	EA.	1	\$ 25,000.00	25,000.00		0.00	\$ -
36	Erosion and Sedimentation Control	LS	1	\$ 1,436.80	1,436.80	0.25	359.20	\$ -
				Total Contract Price =	678,576.02	Paid to Date:	139,660.43	
	Additional Work							
Case 1	Short connection with new copper from main w/ curb valve & box	Ea.		\$ 1,041.10		13.00	13,534.30	13,534.30
Case 2	Long connection with new copper from main w/ curb valve & box	Ea.		\$ 2,477.12		10.00	24,771.20	24,771.20
Case 3	Concrete Pavement Slip Form w/ Aprons	LS		\$ 26,700.00		1.00	26,700.00	26,700.00
	INCREASE TO CONTRACT =							\$ 65,005.50
	NEW CONTRACT PRICE =							\$ 743,581.52

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 - 131

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND FABRIZI TRUCKING & PAVING COMPANY, INC., IN CONNECTION WITH THE PAVEMENT RECONSTRUCTION PROGRAM FOR 2017, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2017-039, Council authorized the Mayor to enter into a contract with Fabrizi Trucking & Paving Company, Inc. for improvements to various streets in the City of Strongsville in connection with the Pavement Reconstruction Program for 2017 (the "Project"), in an amount not to exceed \$1,047,175.00; and

WHEREAS, the City's Engineer has now recommended that it would be in the best interests of the City to include changes in the work performed or to be performed on the Project by Fabrizi Trucking & Paving Company, Inc., generally being additional work required and requested by the City, 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 \$120,225.50, for a new total Project cost of \$1,167,400.50.

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 to the contract in the amount of \$120,225.50, as recommended by the City Engineer, and reflected in Exhibit A; and after the issuance and approval of said Change Order No. 1 and completion of such work, to direct the Director of Finance to make payment to Fabrizi Trucking & Paving Company, Inc. in the additional amount of \$120,225.50, thereby increasing the total Project cost to \$1,167,400.50.

Section 2. That the funds necessary for this Ordinance have been appropriated and shall be paid from the General Capital Improvement 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 order.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 131
Page 2

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 for changes in the work in order to properly and timely complete the Project, to facilitate payment to the contractor for unanticipated changes in the work, to avoid potential legal problems, 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. 2017-131 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CHANGE ORDER

Order No. # 1
Date: July 7, 2017
Agreement Date: April 4, 2017

Name of PROJECT: **2017 Pavement Reconstruction Program**

CONTRACTOR: **Fabrizi Trucking and Paving Co., Inc.**

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification: Additional work as requested by the City.

Change to CONTRACT PRICE

Original CONTRACT PRICE: **\$1,047,175.00**

Current CONTRACT PRICE adjusted by Previous CHANGE ORDER: **N/A**

The CONTRACT PRICE due to this CHANGE ORDER will be **increased** by:
\$120,225.50

The new CONTRACT PRICE including this CHANGE ORDER will be:
\$1,167,400.50

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by
 N/A calendar day(s).

The date for completion of all WORK will be (Date):

Requested by: _____
Fabrizi Trucking and Paving Co., Inc.

Recommended by: _____
Ken Mikula, P. E., City Engineer

Accepted by: _____
Mayor Thomas P. Perciak

EX. A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 - 132

By: Mayor Perciak and Mr. Carbone

AN ORDINANCE REQUESTING PARTICIPATION IN AN OHIO DEPARTMENT OF TRANSPORTATION CONTRACT WITH PAVEMENT TECHNOLOGY, INC. (No. 101L-18) FOR THE PURCHASE OF LIQUID ASPHALT, 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 (ODOT) 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 Reclamite Asphalt Rejuvenating Agent (liquid asphalt), to be applied to certain streets in the City of Strongsville, through the State of Ohio Department of Transportation Contract No. 101L-18 with Pavement Technology, Inc., for use by the Service Department of the City, pursuant to the ODOT letter attached hereto as Exhibit A; and

WHEREAS, further, the City of Strongsville has been approved to participate in Cuyahoga County's 2017 maintenance material reimbursement program for reimbursement of costs associated with payments for certain projects approved by the County's Department of Public Works; and

WHEREAS, therefore, it is the City's desire and intention to submit the paid invoices from Pavement Technology, Inc. for the purchase of the liquid asphalt, to Cuyahoga County for reimbursement in connection with their maintenance material reimbursement program.

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 **PAVEMENT TECHNOLOGY, INC.**, for the purchase of Reclamite Asphalt Rejuvenating Agent (liquid asphalt), 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 \$87,018.75, and as reflected on Exhibit B attached hereto.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 132
Page 2

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.

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 Mayor and Director of Finance be and are hereby authorized to submit all paid invoices from Pavement Technology, Inc., to Cuyahoga County for reimbursement through the County's 2017 maintenance material reimbursement program.

Section 5. That the funds for the purposes of said contract have been appropriated and shall be paid from the Street Construction, Maintenance & Repair Fund.

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

Section 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in such program and purchase of such materials in order to preserve and maintain City streets for the safety of the public, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 132
Page 3

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

Attest: _____
Clerk of Council

ORD. No. 2017-132 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



OHIO DEPARTMENT OF TRANSPORTATION
CENTRAL OFFICE - 1980 WEST BROAD STREET - COLUMBUS, OH 43223
JOHN R. KASICH, GOVERNOR - JERRY WRAY, DIRECTOR

April 3, 2017

Pavement Technology
24144 Detroit Road
Westlake, OH 44145

Re: 101L-18
Liquid Asphalt

Dear Vendor:

Your bid proposal as submitted has been accepted by the Ohio Department of Transportation.

This Invitation permits multiple awarded vendors to provide Liquid Asphalt. The contract will be in effect from April 3, 2017 to March 31, 2018.

A purchase shall only take place upon the issuance of an official purchase order or the use of a payment card. There is no guarantee that purchase orders will be issued or that products will be ordered against issued purchase orders.

Thank you for bidding on our invitation. Jim Schurch is available for any assistance necessary to ensure that a quality partnership exists between your company and our Department. If you have any questions, please call (614) 644-7870 or (800) 459-3778.

Respectfully,

A handwritten signature in black ink, appearing to be "Jerry Wray".

Jerry Wray
Director
Ohio Department of Transportation

JW:jas

c: file

CENTRAL OFFICE - 1980 WEST BROAD STREET - COLUMBUS, OH 43223
JOHN R. KASICH, GOVERNOR - JERRY WRAY, DIRECTOR

EXHIBIT A

Pavement Technology, Inc.

24144 Detroit Rd.
Westlake, Ohio 44145

Phone: 800-333-6309 440-892-1895
Fax: 440-892-0953

June 30, 2017

Mr. Mike Gallagher
Assistant Service Director
City of Strongsville
18688 Royalton Road
Strongsville, OH 44136

Dear Mr. Gallagher:

We are pleased to offer our proposal to apply Reclamite® Asphalt Rejuvenating Agent to the following pavements located in the City of Strongsville.

Street	Limits	Gallons	Amount
Albion Road	Valley Parkway - Webster	800	\$17,000.00
West Lunn Road	Prospect - Foltz Parkway	370	\$ 7,862.50
Marks Road	Boston - Lunn (Strongsville side only)	400	\$ 8,500.00
North Marks	Albion - Sprague (Strongsville side only)	370	\$ 7,862.50
Shurmer Road	Pearl - Howe	600	\$12,750.00
West 130th	Valley Parkway - Hunt	680	\$14,450.00
Whitney Road	I-71 Bridge - Pearl	375	\$ 7,968.75
Webster Road	Prescott - 500' from SR 82	500	\$10,625.00
Total		4,095	\$87,018.75

Our unit price of \$21.25 per gallon at a rate of .04 concentrate is inclusive of traffic control, notification of residents and all labor and materials needed to complete the work.

Thank you for your continued interest in pavement preservation with Reclamite®.

Sincerely,



David R. Buynak
dbuynak@pavetechinc.com

EXHIBIT B

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 133

By: Mr. Schonhut

AN ORDINANCE AUTHORIZING THE DISPOSAL OF CERTAIN COMPUTER AND ELECTRONIC EQUIPMENT NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE.

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

Section 1. That this Council finds that the City's Director of Communication & Technology has determined and certified that the City of Strongsville has various computer and electronic equipment, which is surplus, contains no hard drives, has no monetary value and is no longer needed for any municipal purpose; and further finds that it would be in the best interest of the City to dispose of such computer and electronic equipment. Said surplus computer and electronic equipment is more fully itemized in Exhibit A attached hereto and incorporated herein by reference.

Section 2. That, pursuant to Article IV, §3(e) of the City Charter, the Director of Finance with the assistance of the Director of Communication & Technology be and are hereby authorized to dispose of the computer and electronic equipment identified in Exhibit A through the City's recycling program for electronics; and to perform all acts required in furtherance thereof.

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 shall take effect and be in force from and after the earliest period allowed by law.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 133
Page 2

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

Attest: _____
Clerk of Council

ORD. No. 2017-133 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Disposal List

Pallet Number: 1



Items on Pallet: 13

Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex 740	8R27MC1	3/2/2007	548286916

Count of OptiPlex 740

1

Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex 760	14RJ5J1	4/22/2009	714217944

Count of OptiPlex 760

1

Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex GX270	GSS8V31	11/26/2003	545767239

Dell	OptiPlex GX270	BVPHW41	5/12/2004	747942440
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Count of OptiPlex GX270

2

Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex GX620	493KW81	11/23/2005	681172674

Dell	OptiPlex GX620	1927Y81	12/3/2005	700502901
------	----------------	---------	-----------	-----------

Dell	OptiPlex GX620	3L27Y81	12/3/2005	700502901
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Dell	OptiPlex GX620	5X27Y81	12/3/2005	700503826
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Dell	OptiPlex GX620	88S6Y81	12/3/2005	700506431
------	----------------	---------	-----------	-----------

Dell	OptiPlex GX620	CL27Y81	12/3/2005	700502901
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Dell	OptiPlex GX620	FR27Y81	12/3/2005	700503826
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Dell	OptiPlex GX620	H927Y81	12/3/2005	700502901
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Dell	OptiPlex GX620	HV27Y81	12/3/2005	700503826
------	----------------	---------	-----------	-----------

Count of OptiPlex GX620

9

EXHIBIT A

Disposal List

Pallet Number: 2



Items on Pallet: 27

Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex 755	1JHSJF1	1/24/2008	128347139
			Count of OptiPlex 755	1
Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex 780	8QF17L1	11/16/2009	938701772
			Count of OptiPlex 780	1
Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex GX620	1BSVM81	10/12/2005	621367244
Dell	OptiPlex GX620	1P27Y81	12/3/2005	700502901
Dell	OptiPlex GX620	1R27Y81	12/3/2005	700502901
Dell	OptiPlex GX620	1T27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	2Q27Y81	12/3/2005	700502901
Dell	OptiPlex GX620	4P27Y81	12/3/2005	700502901
Dell	OptiPlex GX620	5S27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	5V27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	5Y27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	6M27Y81	12/3/2005	700502901
Dell	OptiPlex GX620	6W27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	7L27Y81	12/3/2005	700502901
Dell	OptiPlex GX620	7S27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	7Z27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	9Y27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	BT27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	BV27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	BZ27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	C8S6Y81	12/3/2005	700506431
Dell	OptiPlex GX620	CP27Y81	12/3/2005	700502901
Dell	OptiPlex GX620	DV27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	DZ27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	FN27Y81	12/3/2005	700502901
Dell	OptiPlex GX620	HM27Y81	12/3/2005	700502901
Dell	OptiPlex GX620	HT27Y81	12/3/2005	700503826
			Count of OptiPlex GX620	25

Disposal List

Pallet Number: 3



Items on Pallet: 27

Manufacturer	Description	Serial Number	Purchase Date	Order Number
		7p27y81		1
Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex 740	fq27mc1	3/2/2007	548286916
			Count of OptiPlex 740	1
Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex 755	3jhsjf1	1/24/2008	128347139
			Count of OptiPlex 755	1
Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex 780	6qf17l1	11/16/2009	938701772
Dell	OptiPlex 780	fqf17l1	11/16/2009	938701772
			Count of OptiPlex 780	2
Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex GX620	d93kw81	11/23/2005	681172674
Dell	OptiPlex GX620	1b27y81	12/3/2005	700502901
Dell	OptiPlex GX620	6y27y81	12/3/2005	700503826
Dell	OptiPlex GX620	6z27y81	12/3/2005	700503826
Dell	OptiPlex GX620	79s6y81	12/3/2005	700506431
Dell	OptiPlex GX620	7m27y81	12/3/2005	700502901
Dell	OptiPlex GX620	8q27y81	12/3/2005	700502901
Dell	OptiPlex GX620	8t27y81	12/3/2005	700503826
Dell	OptiPlex GX620	9n27y81	12/3/2005	700502901
Dell	OptiPlex GX620	9s27y81	12/3/2005	700503826
Dell	OptiPlex GX620	9w27y81	12/3/2005	700503826
Dell	OptiPlex GX620	CR27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	ds27y81	12/3/2005	700503826
Dell	OptiPlex GX620	dy27y81	12/3/2005	700503826
Dell	OptiPlex GX620	dy27y81	12/3/2005	700503826
Dell	OptiPlex GX620	f8s6y81	12/3/2005	700506431
Dell	OptiPlex GX620	fz27y81	12/3/2005	700503826
Dell	OptiPlex GX620	g8s6y81	12/3/2005	700506431
Dell	OptiPlex GX620	50ssmb1	8/17/2006	212284098

Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex GX620	3qg2nb1	8/21/2006	217093676
Dell	OptiPlex GX620	8pg2nb1	8/21/2006	217093676
Dell	OptiPlex GX620	8qg2nb1	8/21/2006	217093676
Dell	OptiPlex GX620	gpg2nb1	8/21/2006	217093676
Count of OptiPlex GX620				22

Disposal List

Pallet Number: 4



Items on Pallet: 12

Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex GX260	1cgzc31	8/27/2003	438639560
			Count of OptiPlex GX260	1

Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex GX270	7z6k251	6/13/2004	780174307
			Count of OptiPlex GX270	1

Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex GX280	7gxx061	11/8/2004	968990060
Dell	OptiPlex GX280	5m48g61	1/2/2005	162154910
Dell	OptiPlex GX280	3jblb71	4/26/2005	362710560
Dell	OptiPlex GX280	2g4kw71	7/15/2005	474568674
Dell	OptiPlex GX280	2h4kw71	7/15/2005	474568674
Dell	OptiPlex GX280	2j4kw71	7/15/2005	474568674
Dell	OptiPlex GX280	df4kw71	7/15/2005	474568674
Dell	OptiPlex GX280	fg4kw71	7/15/2005	474568674
			Count of OptiPlex GX280	8

Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex GX620	hw27y81	12/3/2005	700503826
Dell	OptiPlex GX620	hw27y81	12/3/2005	700503826
			Count of OptiPlex GX620	1

Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	Precision 360	6rw6831	8/7/2003	424381524
			Count of Precision 360	1

Disposal List

Pallet Number: 5



Items on Pallet: 28

Manufacturer	Description	Serial Number	Purchase Date	Order Number
		FP27Y81		1
Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex 755	BJHSJF1	1/24/2008	128347139
			Count of OptiPlex 755	1
Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex 760	14RH5J1	4/22/2009	714217944
			Count of OptiPlex 760	1
Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex 780	1RF17L1	11/16/2009	938701772
Dell	OptiPlex 780	9qf17l1	11/16/2009	938701772
Dell	OptiPlex 780	DPF17L1	11/16/2009	938701772
Dell	OptiPlex 780	DQF17L1	11/16/2009	938701772
Dell	OptiPlex 780	JQF17L1	11/16/2009	938701772
			Count of OptiPlex 780	5
Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex GX620	3B3KW81	11/23/2005	681172674
Dell	OptiPlex GX620	H73KW81	11/23/2005	681172674
Dell	OptiPlex GX620	1S27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	3B27Y81	12/3/2005	700502901
Dell	OptiPlex GX620	49S6Y81	12/3/2005	700506431
Dell	OptiPlex GX620	4W27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	59S6Y81	12/3/2005	700506431
Dell	OptiPlex GX620	5K27Y81	12/3/2005	700502901
Dell	OptiPlex GX620	5M27Y81	12/3/2005	700502901
Dell	OptiPlex GX620	8K27Y81	12/3/2005	700502901
Dell	OptiPlex GX620	8P27Y81	12/3/2005	700502901
Dell	OptiPlex GX620	8V27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	8x27y81	12/3/2005	700503826
Dell	OptiPlex GX620	9927y81	12/3/2005	700502901
Dell	OptiPlex GX620	CX27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	fk27y81	12/3/2005	700502901

Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex GX620	hs27y81	12/3/2005	700503826
Dell	OptiPlex GX620	HX27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	41SSMB1	8/17/2006	212284098
Dell	OptiPlex GX620	42SSMB1	8/17/2006	212284098
Count of OptiPlex GX620				20

Disposal List

Pallet Number: 6



Items on Pallet: 26

Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex 740	cr27mc1	3/2/2007	548286916

Count of OptiPlex 740

1

Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex 755	2jhsjf1	1/24/2008	128347139
Dell	OptiPlex 755	9JHSJF1	1/24/2008	128347139

Count of OptiPlex 755

2

Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex 780	5qf17l1	11/16/2009	938701772
Dell	OptiPlex 780	GQF17L1	11/16/2009	938701772
Dell	OptiPlex 780	jpgf17l1	11/16/2009	938701772
Dell	OptiPlex 780	2q5jqn1	8/25/2010	434552373
Dell	OptiPlex 780	4q5jqn1	8/25/2010	434552373
Dell	OptiPlex 780	6q5jqn1	8/25/2010	434552373

Count of OptiPlex 780

6

Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex GX620	g83kw81	11/23/2005	681172674
Dell	OptiPlex GX620	1Z27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	29s6y81	12/3/2005	700506431
Dell	OptiPlex GX620	2X27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	4927Y81	12/3/2005	700502901
Dell	OptiPlex GX620	4q27y81	12/3/2005	700502901
Dell	OptiPlex GX620	6b27y81	12/3/2005	700502901
Dell	OptiPlex GX620	9Q27Y81	12/3/2005	700502901
Dell	OptiPlex GX620	BL27Y81	12/3/2005	700502901
Dell	OptiPlex GX620	dk27y81	12/3/2005	700502901
Dell	OptiPlex GX620	dw27y81	12/3/2005	700503826
Dell	OptiPlex GX620	gq27y81	12/3/2005	700502901
Dell	OptiPlex GX620	GT27Y81	12/3/2005	700503826
Dell	OptiPlex GX620	gx27y81	12/3/2005	700503826
Dell	OptiPlex GX620	gy27y81	12/3/2005	700503826
Dell	OptiPlex GX620	hn27y81	12/3/2005	700502901
Dell	OptiPlex GX620	jz27y81	12/3/2005	700503826

Manufacturer	Description	Serial Number	Purchase Date	Order Number
			Count of OptiPlex GX620	17

Disposal List

Pallet Number: 7



Items on Pallet: 15

Manufacturer	Description	Serial Number	Purchase Date	Order Number
		78s6y81		1
				1
Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex 740	2r27mc1	3/2/2007	548286916
Dell	OptiPlex 740	9q27mc1	3/2/2007	548286916
Dell	OptiPlex 740	dq27mc1	3/2/2007	548286916
			Count of OptiPlex 740	3
Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex 780	2qf1711	11/16/2009	938701772
Dell	OptiPlex 780	gpf1711	11/16/2009	938701772
			Count of OptiPlex 780	2
Manufacturer	Description	Serial Number	Purchase Date	Order Number
Dell	OptiPlex GX620	583kw81	11/23/2005	681172674
Dell	OptiPlex GX620	893kw81	11/23/2005	681172674
Dell	OptiPlex GX620	1w27y81	12/3/2005	700503826
Dell	OptiPlex GX620	2n27y81	12/3/2005	700502901
Dell	OptiPlex GX620	3v27y81	12/3/2005	700503826
Dell	OptiPlex GX620	6l27y81	12/3/2005	700502901
Dell	OptiPlex GX620	7r27y81	12/3/2005	700502901
Dell	OptiPlex GX620	8927y81	12/3/2005	700502901
Dell	OptiPlex GX620	fm27y81	12/3/2005	700502901
			Count of OptiPlex GX620	9

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 - 134

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTION 618.12(c) OF CHAPTER 618 ANIMALS OF PART SIX-GENERAL OFFENSES CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING TERMS AND CONDITIONS FOR HUNTING WHITE-TAILED DEER, AND DECLARING AN EMERGENCY.

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

Section 1. That Section 618.12(c) of Chapter 618 of Part Six-General Offenses Code of the Codified Ordinances of the City of Strongsville, be and is hereby amended to read in its entirety as follows:

618.12 HUNTING OR TRAPPING PROHIBITED.

* * *

(c) The limited hunting of white-tailed deer by crossbow or long bow may be permitted within the City under the following terms and conditions:

- (1) The Chief of Police or his designated representative may, in his sole discretion, issue a Municipal Deer Control Permit to a qualified archer applicant (engaged to assist property owners aggrieved by deer damage) only as a corollary to and following the issuance by the ODNR of either its own Deer Damage Control Permit or hunting license, **if applicable under State ODNR regulations**, for the applicable white-tailed deer hunting season to allow only bow-hunting (long bow and crossbow) of white-tailed deer.
- (2) The Municipal Deer Control Permit shall be limited to areas of not less than **five-(5)-three (3)** contiguous acres by a qualified archer(s), on such forms and subject to such rules and regulations as the Chief of Police may prescribe.
- (3) Hunting shall be conducted from an elevated platform only.
- (4) Written permission from the property owner(s) must be obtained.

- (5) A qualified archer shall be defined as an individual having obtained ~~an approval/certification from an approved archery proficiency test site,~~ a valid Ohio hunting license, if applicable, and all other applicable State requirements.
- (6) Compliance with all laws, rules and regulations of the City and State is required.
- (7) All applicants shall agree, in writing, to defend, indemnify and hold harmless the City for any negligent acts committed by the applicant.
- (8) Any other requirements as deemed necessary to preserve and protect the health, safety and welfare of the residents shall be determined solely by the Chief of Police.
- (9) The Chief of Police is hereby authorized to promulgate any and all rules and regulations necessary to carry out the provisions of this section, and all other rules and regulations necessary to insure public health and safety, all of which shall be published.
- (10) Nothing in this section shall be deemed to prohibit the killing of rats and other undesirable rodents authorized to be killed by the Chief of Police using means for such killing which are also authorized by the Chief of Police.
- (11) In order to defray the expenses incurred with the management of this program, a fee of Thirty-Five Dollars (\$35.00) per each qualified archer applicant is established and must accompany any application for the Municipal Deer Damage Control Permit.**

* * *

~~(Or. 2016-101. Passed 6-6-16.)~~

Section 3. That all other ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

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 necessary to amend the terms and conditions for the issuance of deer damage control permits. 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. 2017-134 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2017 – 135

By: Mayor Perciak and All Members of Council

A RESOLUTION EXTENDING THE MORATORIUM ON ACCEPTANCE OF APPLICATIONS FOR AND ISSUANCE OF APPROVALS, LICENSES AND/OR PERMITS FOR BUILDING CONSTRUCTION OR RECONSTRUCTION, LAND OR BUILDING USE, OR OCCUPANCY FOR ANY BUILDING, STRUCTURE, USE OR CHANGE OF USE THAT WOULD ENABLE THE CULTIVATION, PROCESSING, OR SALE OF MEDICAL MARIJUANA FOR AN ADDITIONAL PERIOD OF FOUR (4) MONTHS FROM THE EFFECTIVE DATE OF THIS RESOLUTION, IN ORDER TO ALLOW THE CITY ADMINISTRATION, COUNCIL AND THE PLANNING COMMISSION TO CONTINUE TO REVIEW APPLICABLE OHIO STATUTES, CRIMINAL CODES AND THE APPROPRIATE CODES RELATIVE TO SUCH USE, AND DECLARING AN EMERGENCY.

WHEREAS, on June 8, 2016, the Ohio General Assembly has adopted and the Governor has signed into law, 131 Sub. H.B. 523, which became effective September 8, 2016; and

WHEREAS, 131 Sub. H.B. 523, among other things, permits patients in Ohio to use medical marijuana on the recommendation of physicians; creates state regulatory oversight of the cultivation, processing, retail sale, use and physician recommendation of medical marijuana; authorizes the legislative authority of a city to adopt regulations dealing with or limiting the number of retail medical marijuana dispensaries; and prohibits a cultivator, processor, retail dispensary or laboratory from being located or relocating within 500 feet of a school, church, public library, public playground or public park; and

WHEREAS, as such, the City's Administration, Council and the Planning Commission require additional time to continue to review all applicable codes statewide and within the City in order to formulate a local response to 131 Sub. H.B. 523; and

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power to enact planning and zoning laws that are for the health, safety, welfare, comfort and peace of the citizens of the municipality, including restricting areas used for businesses and trades; and

WHEREAS, this Council, on September 6, 2016, declared and imposed a moratorium of six (6) months on the acceptance of any applications and the granting of building permits or certificates of occupancy, or approval of site plans for any building,

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2017 – 135
Page 2

structure, use or change of use that would enable the cultivation, processing or wholesale or retail sale of medical marijuana within the City of Strongsville; and

WHEREAS, this Council on February 21, 2017, extended the moratorium for six (6) months on acceptance of any applications and granting of building permits or certificates of occupancy, or approval of site plans for any building, structure, use or change of use that would enable the cultivation, processing or wholesale or retail sale of medical marijuana within the City of Strongsville; and

WHEREAS, the City has reviewed the possibility of such cultivation, processing or wholesale or retail sale of medical marijuana taking place in the City of Strongsville, as well as the consequences of such activity and establishments; and is considering the pertinent legislation and other technical and legal issues arising therefrom in order to properly protect and preserve the health, safety and welfare of the residents and citizens of the City.

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

Section 1. That this Council hereby extends the existing moratorium on consideration of any applications and the granting of building permits or certificates of occupancy, or approval of site plans for any building, structure, use or change of use that would enable the cultivation, processing or wholesale or retail sale of medical marijuana for an additional four (4) months from the effective date of this Resolution, in order to allow the City Administration, Council and the Planning Commission to continue to review applicable Ohio statutes, criminal codes and the Strongsville Zoning and Building Codes relative to such uses.

Section 2. That for the purpose of this Resolution, "medical marijuana" shall have the same meaning as that term is defined in Section 3796.01(A)(2) of the Ohio Revised Code, effective September 8, 2016.

Section 3. That no applications shall be accepted and building permits, certificates of occupancy, approval of site plans, or approval of any other permits shall be granted to anyone who intends to open, use any land or devote any floor area of a property for the purposes of the cultivation, processing, or retail sale of medical marijuana for the period of this moratorium. No existing property or use in the City may expand in any way that would establish cultivation, processing, or wholesale or retail sale of medical marijuana for the duration of the moratorium.

Section 4. That the moratorium shall be in effect for a period of four (4) months from the effective date of this Resolution or until changes are enacted to amend the Codified Ordinances of the City of Strongsville to address these issues, or until Council approves legislation explicitly revoking this moratorium, whichever occurs first.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2017 - 135
Page 3

Section 5. 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 actions were in meetings open to the public, in compliance with all legal requirements.

Section 6. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to afford the City a sufficient period of time to properly research and address the issues associated with passage of 131 Sub. H.B. 523, and medical marijuana. 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.

_____ 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. 2017-135 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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