

City of Strongsville

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

October 12, 2017

City Council

Michael J. Daymut
Ward 1

Matthew A. Schonhut
Ward 2

James E. Carbone
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

Kenneth M. Dooner
At-Large

Duke Southworth
At-Large

Aimee Pientka, MMC
Clerk of Council

Tiffany Mekeel, CMC
Assistant Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, October 16, 2017**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road***:

Caucus will begin at 7:15 p.m. *All committees listed will meet immediately following the previous committee:*

7:15 P.M.

Planning, Zoning and Engineering Committee will meet to discuss Ordinance Nos. 2017-111, 2017-123, 2017-168, 2017-173 and 2017-174.

Public Safety and Health Committee will meet to discuss Ordinance Nos. 2017-175 and 2017-176.

Public Service and Conservation Committee will meet to discuss Ordinance No. 2017-177.

Finance Committee

A motion will be made to approve the Finance Committee meeting minutes of Thursday, September 28, 2017.

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

Committee of the Whole will meet to discuss Ordinance No. 2017-178. 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, OCTOBER 16, 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 – October 2, 2017*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. PUBLIC HEARING:
 - 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. *First reading and referred to Planning Commission 07-03-17. Tabled by Planning Commission 07-13-17. Second reading, amended and referred to Planning Commission as amended 07-17-17. Favorable recommendation by Planning Commission 08-24-17. Third reading 09-05-17. Public hearing 10-16-17.*
 - 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. *First reading and referred to Planning Commission 07-17-17. Favorable recommendation by Planning Commission 07-27-17. Second reading 09-05-17. Public hearing 10-16-17.*
8. 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:
9. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
- MAYOR PERCIAK:
 - FINANCE DEPARTMENT:
 - LAW DEPARTMENT:
10. AUDIENCE PARTICIPATION:
11. ORDINANCES AND RESOLUTIONS:
- Ordinance No. 2017-168 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AMENDING SECTIONS 1273.05 AND 1273.09 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, IN ORDER TO UPDATE REQUIREMENTS CONCERNING PERMITTING OF WIRELESS TELECOMMUNICATIONS FACILITIES, AND DECLARING AN EMERGENCY. *First reading and referred to Planning Commission 10-02-17. Favorable recommendation by Planning Commission 10-05-17.*
 - Ordinance No. 2017-173 by Mr. Daymut. AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES THE LOT SPLIT PLAT FOR THE SUBDIVISION OF PERMANENT PARCEL NO. 393-31-008, LOCATED AT 19250 KNOWLTON PARKWAY, AND DECLARING AN EMERGENCY.
 - Ordinance No. 2017-174 by Mayor Perciak and Mr. Daymut. AN ORDINANCE APPROVING AND AUTHORIZING THE GRANT OF A REVOCABLE LICENSE TO PDS PROPERTIES, LTD. DBA CENTERLINE CARSTAR COLLISION FOR USE OF PUBLIC PROPERTY IN CONNECTION WITH A PARKING LOT AREA, FENCING, LANDSCAPING AND APPURTENANCES; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN FURTHERANCE THEREOF; AND DECLARING AN EMERGENCY.

- Ordinance No. 2017-175 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AMENDING SECTIONS 254.02 AND 254.03 OF CHAPTER 254 OF TITLE SIX OF PART TWO OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO PROVIDE FOR FIRE DEPARTMENT RESPONSES FOR TREATMENT AND NO TRANSPORT; TO ACCORDINGLY ADJUST CERTAIN FEES FOR EMERGENCY MEDICAL SERVICES; AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-176 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE CHAIRMAN OF THE DISTRICT ADVISORY COUNCIL OF THE CUYAHOGA COUNTY GENERAL HEALTH DISTRICT FOR HEALTH SERVICES FOR THE YEAR 2018 FOR THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-177 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S PUBLIC SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2017-178 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING THE ACCEPTANCE OF AN AWARD OF FUNDING FROM THE OHIO ATTORNEY GENERAL'S OFFICE, AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT IN CONNECTION WITH THEIR LAW ENFORCEMENT DIVERSION PROGRAM RELATING TO THE OPIOID EPIDEMIC, AND DECLARING AN EMERGENCY.

12. COMMUNICATIONS, PETITIONS AND CLAIMS:

13. MISCELLANEOUS BUSINESS:

14. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 168

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE AMENDING SECTIONS 1273.05 AND 1273.09 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, IN ORDER TO UPDATE REQUIREMENTS CONCERNING PERMITTING OF WIRELESS TELECOMMUNICATIONS FACILITIES, 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 Sections 1273.05 and 1273.09 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville be and are hereby amended to read in their entirety as follows:

CHAPTER 1273

Wireless Telecommunications Facilities

1273.01	Purpose.
1273.02	Definitions.
1273.03	Conditional use.
1273.04	Proof of unavailability of alternative locations.
1273.05	Application procedures and requirements.
1273.06	General standards.
1273.07	Supplementary standards and conditions.
1273.08	Facilities removal.
1273.09	Annual inspection fees.

* * *

1273.05 APPLICATION PROCEDURES AND REQUIREMENTS.

The following requirements apply to all wireless telecommunications facilities regardless of the zoning district, in which they are to be located:

- (a) When the proposed wireless telecommunications facility is to include a new tower or antenna, a site plan at a scale not less than one inch is equal to 100 feet shall be submitted. The site plan shall indicate all building uses within 300 feet of the proposed facility. Aerial photos and/or renderings may augment the site plan.
- (b) Any applicant requesting permission to install a new tower or antenna shall provide evidence of written contact with all wireless service providers who supply service within a quarter mile of the proposed facility. The applicant shall inquire about potential collocation opportunities at all technically feasible locations. The contacted provider shall be requested to respond in writing to the inquiry within thirty days. The applicant's letter(s) as well as response(s) shall be presented to the Planning Commission as a means of demonstrating the need for a new tower or antenna.
(Ord. 2002-29. Passed 1-6-03.)

- (c) An application to locate an antenna on a building or structure that is listed on a historical register, or is in the Town Center District shall be subject to review by the Architectural Review Board, in addition to the Planning Commission.
(Ord. 2014-035. Passed 5-5-14.)
- (d) Applicant shall provide evidence of legal access to the tower or antenna site thereby maintaining this access regardless of other developments that may take place on the site.
- (e) Where the telecommunications facility is located on property with another principal use, the applicant shall present documentation that the owner of the property has granted an easement or entered into a long-term lease for the proposed facility and that vehicular access is provided to the facility.
- (f) The applicant shall present a landscaping plan that indicates how the wireless telecommunications facility will be screened from adjoining uses.
- (g) The applicant shall demonstrate that the telecommunications tower or antenna must be located where it is proposed in order to service the applicant's service area. The applicant shall submit an explanation and supporting engineering data proving that a tower or antenna at the proposed site is technically necessary.
- (h) As a condition of approval **for a new wireless telecommunications tower**, the Planning Commission shall establish the amount of a bond, with a surety company approved by the City's Law Director, or cash deposit, in an amount to be determined by the Planning Commission which shall be intended to guarantee the cost of the removal of the **wireless telecommunications tower and related** wireless telecommunications facility in the event the facility is declared abandoned by the Building Commissioner pursuant to Section 1273.08.
- (i) Any decision to deny a request to place, construct or modify a wireless telecommunications antenna and/or tower shall be in writing ~~and supported by evidence contained in a written record of the proceedings of the Planning Commission~~ **setting out the reasons for the denial in a written document from the appropriate City agency or individual.**
- (j) A filing and review fee shall be paid in the amount of ~~Five~~ **hundred** ~~dollars~~ **dollars** (\$500.00) for a new **wireless telecommunications** antenna ~~on or equipment on or at~~ an existing structure, and in the amount of ~~One~~ **thousand** ~~dollars~~ **dollars** (\$1,000) for a new **wireless telecommunications** tower.

These Procedures and Requirements apply to a new **wireless telecommunications** facility, a request to modify an existing **wireless telecommunications** facility, or to an addition to an existing **wireless telecommunications** facility.

Notwithstanding anything in this Chapter to the contrary, the Building Commissioner shall first review any request by an applicant for a modification of an existing wireless tower or base station. If, in the Building Commissioner's judgment, the modification does not "substantially change the physical dimensions" of the tower or base station, the Building Commissioner may issue a permit for the modification, if it meets all other legal requirements, without the necessity of referring the application to the Planning Commission for its review. The term "substantially changes the physical dimensions" of a tower or base station shall have the same meaning as set out in 30 Federal Communication Commission Record 31 (FCC 14-153).

~~(Ord. 2002-29. Passed 1-6-03.)~~

* * *

1273.09 ANNUAL INSPECTION FEES.

The Building Department shall inspect each tower, antenna, and telecommunications facility on an annual basis to insure compliance with all ordinances of the City, especially this Chapter 1273 and to insure that the provider is still utilizing and has not abandoned the tower, antenna or facility. ~~An inspection fee of two hundred dollars (\$200.00) shall be paid on an annual basis on a date established by the Building Commissioner by each provider of an antenna or facility located on a pole, tower or other structure.~~ The owner of the antenna and/or wireless telecommunications facility shall inform the Building Commissioner of any antenna, tower or facility which is no longer in use.

~~(Ord. 2002-29. Passed 1-6-03.)~~

* * *

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. That this Ordinance is hereby declared to be an emergency measure 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 update requirements with regard to telecommunications facilities, and to ensure the safety and welfare of the general public. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: October 2, 2017

Referred to Planning Commission

Second reading: _____

October 3, 2017

Third reading: _____

Favorable recommendation by PC
Approved: October 5, 2017

Public Hearing: _____

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 168
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	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Schonhut	_____	_____
Short	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2017-168 Amended: _____
1st Rdg. 10-2-17 Ref: PC/P&E
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission
FROM: Tiffany Mekeel, Assistant Clerk of Council
DATE: October 3, 2017
SUBJECT: Referral from Council: Ordinance No. 2017-168

At its regular meeting of October 2, 2017, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2017-168 by Mayor Perciak and Mr. Daymut. AN ORDINANCE AMENDING SECTIONS 1273.05 AND 1273.09 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, IN ORDER TO UPDATE REQUIREMENTS CONCERNING PERMITTING OF WIRELESS TELECOMMUNICATIONS FACILITIES, AND DECLARING AN EMERGENCY.

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

TAM
Attachment

MEMORANDUM

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

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: October 10, 2017

Please be advised that at its meeting of October 5, 2017, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2017-168

An Ordinance Amending Sections 1273.05 and 1273.09 of Title Six of Part Twelve Planning and Zoning Code of the Codified Ordinances of the City of Strongsville, in order to update requirements concerning permitting of Wireless Telecommunications Facilities and Declaring an Emergency.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 173

By: Mr. Daymut

**AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES
THE LOT SPLIT PLAT FOR THE SUBDIVISION OF PERMANENT
PARCEL NO. 393-31-008, LOCATED AT 19250 KNOWLTON
PARKWAY, AND DECLARING AN EMERGENCY.**

WHEREAS, the lot split plat for the Subdivision of Permanent Parcel No. 393-31-008, located at 19250 Knowlton Parkway, is being submitted to this Council for review pursuant to Title Four of Part Twelve of the Codified Ordinances of the City of Strongsville, a copy of such plat is attached hereto as Exhibit A, and incorporated herein; and

WHEREAS, the Codified Ordinances of the City and the minimum standards for improvements required for the subdivision of land adopted therein requires frontage on a dedicated street for all lots and the subject plat has one lot without frontage on a dedicated street; and

WHEREAS, the Board of Zoning Appeals has granted a variance from this requirement subject to a Declaration of Easements; and

WHEREAS, the owner of Permanent Parcel No. 393-31-008, located at 19250 Knowlton Parkway, and zoned General Business, has requested that the Planning Commission of the City of Strongsville approve the Subdivision subject to the Declaration of Easements required by the Board of Zoning Appeals; and

WHEREAS, as a condition for approval, the Planning Commission and Law Department required that the applicant submit a Declaration of Easements, a copy of which is attached hereto as Exhibit B, and incorporated herein; and

WHEREAS, the Engineer of the City of Strongsville has reviewed the plat and documents, finds them in good order and has approved them and, therefore, has recommended to the Planning Commission and this Council that this Subdivision be approved for recording purposes, subject to the Declaration of Easements; and

WHEREAS, this Council desires to approve the aforesaid Subdivision plat for recording purposes, subject to the filing of the Declaration of Easements.

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

Section 1. That the Council of the City of Strongsville does hereby approve the lot split plat of the Subdivision for Permanent Parcel No. 393-31-008, as set out in attached Exhibit A, for recording purposes, subject to the filing of the Declaration of Easements attached as Exhibit B, at a time directed by the Law Department.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of

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

 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. 2017-173 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

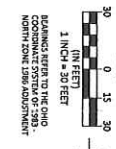
CODE	DESCRIPTION	AMOUNT	DATE	RECORDING OFFICE
01	RECORDED PLAT	127.00	03/27/2017	CLERK
02	RECORDED PLAT	127.00	03/27/2017	CLERK
03	RECORDED PLAT	127.00	03/27/2017	CLERK
04	RECORDED PLAT	127.00	03/27/2017	CLERK
05	RECORDED PLAT	127.00	03/27/2017	CLERK
06	RECORDED PLAT	127.00	03/27/2017	CLERK
07	RECORDED PLAT	127.00	03/27/2017	CLERK
08	RECORDED PLAT	127.00	03/27/2017	CLERK
09	RECORDED PLAT	127.00	03/27/2017	CLERK
10	RECORDED PLAT	127.00	03/27/2017	CLERK
11	RECORDED PLAT	127.00	03/27/2017	CLERK
12	RECORDED PLAT	127.00	03/27/2017	CLERK
13	RECORDED PLAT	127.00	03/27/2017	CLERK
14	RECORDED PLAT	127.00	03/27/2017	CLERK
15	RECORDED PLAT	127.00	03/27/2017	CLERK
16	RECORDED PLAT	127.00	03/27/2017	CLERK
17	RECORDED PLAT	127.00	03/27/2017	CLERK
18	RECORDED PLAT	127.00	03/27/2017	CLERK
19	RECORDED PLAT	127.00	03/27/2017	CLERK
20	RECORDED PLAT	127.00	03/27/2017	CLERK
21	RECORDED PLAT	127.00	03/27/2017	CLERK
22	RECORDED PLAT	127.00	03/27/2017	CLERK
23	RECORDED PLAT	127.00	03/27/2017	CLERK
24	RECORDED PLAT	127.00	03/27/2017	CLERK
25	RECORDED PLAT	127.00	03/27/2017	CLERK
26	RECORDED PLAT	127.00	03/27/2017	CLERK
27	RECORDED PLAT	127.00	03/27/2017	CLERK
28	RECORDED PLAT	127.00	03/27/2017	CLERK
29	RECORDED PLAT	127.00	03/27/2017	CLERK
30	RECORDED PLAT	127.00	03/27/2017	CLERK

SUBDIVISION
Plat of Lot Split
P.P.N. 393-31-008

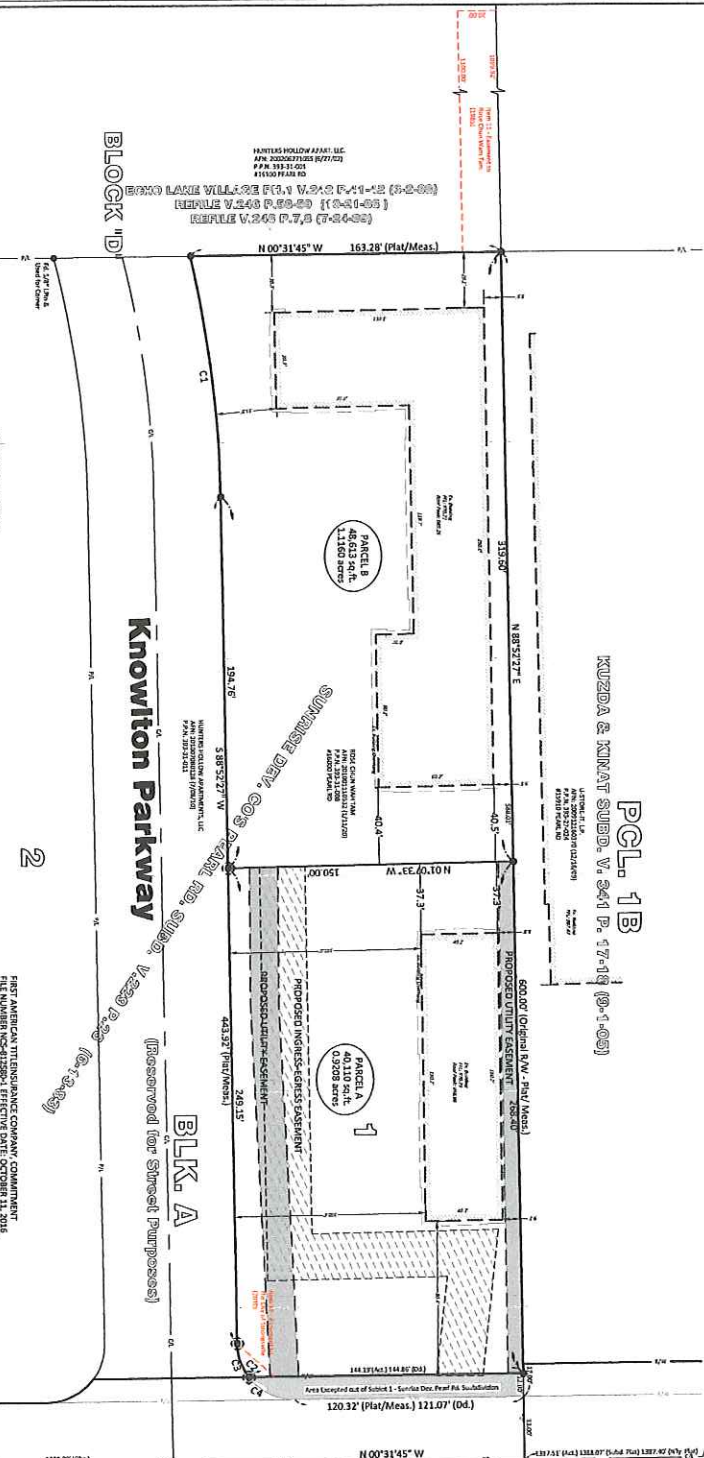
PART OF LOT 57 OF ORIGINAL STRONGSVILLE
 TOWNSHIP 5 NORTH, RANGE XIV WEST OF THE
 CONNECTICUT WESTERN RESERVE SURVEY
 STRONGSVILLE - CUYAHOGA COUNTY - OHIO
 MARCH 2017 SCALE 1"=30'

ZONING: GENERAL BUSINESS ZONING CLASSIFICATION
 137' MINIMUM LOT WIDTH
 MAXIMUM 28.5' BUILDING COVERAGE
 SETBACKS (BUILDING) = 12' FROM CENTRINE OF ROAD
 SETBACKS (BUILDING) = 5' FROM SIDEY = 5'
 SETBACKS (BUILDING) = 5'

PREPARED FOR:
 THE PROJECTS PARTNERSHIP, LTD.
 100 N. LAUREL ST., SUITE 1000
 CHICAGO, IL 60604
 PHONE: 312.882.9800
 FAX: 312.882.9802
 EMAIL: RESOURCES@CHICAGO.COM



REMARKS REFER TO THE OHIO
 COORDINATE SYSTEM OF 1983 -
 NORTH ZONE ADJUSTMENT



DATE	NO.	DESCRIPTION
03/27/2017	01	RECORDED PLAT
03/27/2017	02	RECORDED PLAT
03/27/2017	03	RECORDED PLAT
03/27/2017	04	RECORDED PLAT
03/27/2017	05	RECORDED PLAT
03/27/2017	06	RECORDED PLAT
03/27/2017	07	RECORDED PLAT
03/27/2017	08	RECORDED PLAT
03/27/2017	09	RECORDED PLAT
03/27/2017	10	RECORDED PLAT
03/27/2017	11	RECORDED PLAT
03/27/2017	12	RECORDED PLAT
03/27/2017	13	RECORDED PLAT
03/27/2017	14	RECORDED PLAT
03/27/2017	15	RECORDED PLAT
03/27/2017	16	RECORDED PLAT
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03/27/2017	25	RECORDED PLAT
03/27/2017	26	RECORDED PLAT
03/27/2017	27	RECORDED PLAT
03/27/2017	28	RECORDED PLAT
03/27/2017	29	RECORDED PLAT
03/27/2017	30	RECORDED PLAT

BLK. A
BLK. B

Knowlton Parkway
 (Reserved for Street Purposes)

Pearl Road (Width Varies)

Echo Drive

Parcel A: 46,613.34 S.F. (1.062 ACRES)

Parcel B: 46,613.34 S.F. (1.062 ACRES)

RECORDING INFORMATION:

THIS PLAT IS APPROVED BY THE CITY ENGINEERS OF THE CITY OF STRONGSVILLE, OHIO THIS 27 DAY OF MARCH, 2017.

BY: [Signature] CITY ENGINEER

THIS PLAT IS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF STRONGSVILLE, OHIO THIS 27 DAY OF MARCH, 2017.

BY: [Signature] PLANNING CHAIRMAN

BY: [Signature] PLANNING SECRETARY

APPROVED BY THE PLANNING COMMISSION OF THE CITY OF STRONGSVILLE, OHIO THIS 27 DAY OF MARCH, 2017.

BY: [Signature] NOTARY PUBLIC

CONTRACT No.
16250

SHEET
01 OF **01**

POLARIS ENGINEERING & SURVEYING, INC.
 3465 COLUMBIAN ROAD - SUITE D
 CLEVELAND, OHIO 44130
 (440) 949-7222 (440) 949-7222 (FAX)
 www.polarisec.com

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (this "**Declaration**") is made this ____ day of _____, 2017 by WATTERSON INVESTMENT GROUP, LLC, an Ohio limited liability company ("**Declarant**").

RECITALS

- A. Declarant is the owner of that certain real property located in the City of Strongsville (the "**City**") in Cuyahoga, County, Ohio and legally described on Exhibit A attached hereto and made a part hereof (the "**Development**"); and
- B. Declarant desires to impose certain easements for the benefit and burden of all of the Development, for the mutual and reciprocal benefit and complement of all of said Development and the present and future owners thereof, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, the Declarant covenants and agrees as follows:

AGREEMENTS

- 1. Definitions. For purposes hereof:

- (a) The term "**Plat**" shall mean that certain Plat of Lot Split attached hereto as Exhibit B and made a part hereof.

- (b) The term "**Parcel A**" shall mean that certain portion of the Development depicted as "Parcel A" on the Plat.

- (c) The term "**Parcel B**" shall mean that certain portion of the Development depicted as "Parcel B" on the Plat.

- (d) The term "**Owner**" or "**Owners**" shall mean the Declarant and any and all of its successors or assigns as the owner or owners of fee simple title to all or any portion of the Development covered hereby, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise. The Owner of any Parcel may assign any or all of its rights and obligations hereunder to a ground lessee of such Parcel.

- (e) The term "**Permittees**" shall mean Owners and the tenant(s) or occupant(s) of a Parcel, and the respective employees, agents, contractors, customers, invitees and licensees of such Owners, tenants or occupants.



(f) The term "**Driveways**" shall mean all, access points, driveways, access roads, and walkways as presently or hereafter constructed and constituting a part of the of the Development.

(g) The term "**Laws**" shall mean all ordinances, statutes, orders, codes, directives, rules and regulations of the federal, state, county and municipal governments and of all other governmental authorities affecting the Development or the appurtenances thereto or any part thereof whether the same are in force at the recording of this Declaration or in the future passed, enacted or directed.

(h) The term "**Utility Easement Area**" shall mean that certain portion of Parcel A legally described on Exhibit C-1 attached hereto and made a part hereof and depicted on Exhibit C-2 attached hereto and made a part hereof.

(i) The term "**Knowlton Curb Cut**" shall mean the area within and around that certain curb cut depicted on Exhibit D attached hereto and made a part hereof.

(j) The term "**Parcels**" or "**Parcel**" shall respectively mean Parcel A and Parcel B collectively and individually.

(k) The term "**Chase**" shall mean JPMorgan Chase Bank, National Association, a national banking association and its successors and assigns.

2. Easements.

2.1 Pearl Road Access Easement. Owner of Parcel A hereby grants to the Owner of Parcel B and its Permittees, a non-exclusive perpetual easement for access, ingress and egress over and across all the Driveways located on Parcel A, to the extent necessary to provide access for motor vehicles and pedestrians to and from Pearl Road and Parcel B by way of Parcel A. For the avoidance of doubt, nothing in this Section 2.1 shall be interpreted to grant any parking rights. Notwithstanding the foregoing or anything otherwise set forth in this Section 2.1 to the contrary, the Owner of Parcel A may modify the improvements located under and upon Parcel A in any manner whatsoever, provided access for motor vehicles and pedestrians to and from Pearl Road and Parcel B by way of Parcel A is continuously maintained.

2.2 Knowlton Parkway Access Easement.

(a) Owner of Parcel B hereby grants to the Owner of Parcel A and its Permittees, a non-exclusive perpetual easement for access, ingress and egress over and across all the Driveways located on Parcel B, to the extent necessary to provide access for motor vehicles and pedestrians to and from Knowlton Parkway and Parcel A by way of Parcel B. For the avoidance of doubt, nothing in this Section 2.2(a) shall be interpreted to grant any parking rights. Notwithstanding the foregoing or anything otherwise set forth in this Section 2.2(a) to the contrary, the Owner of Parcel B may modify the improvements located under and upon Parcel B

in any manner whatsoever, provided access for motor vehicles and pedestrians to and from Knowlton Parkway and Parcel A by way of Parcel B is continuously maintained.

(b) Owner of Parcel A hereby grants to the Owner of Parcel B and its Permittees, a non-exclusive perpetual easement for access, ingress and egress over and across all the Driveways located on Parcel A, to the extent necessary to provide access for motor vehicles and pedestrians to and from Knowlton Parkway and Parcel B by way of Parcel A. For the avoidance of doubt, nothing in this Section 2.2(b) shall be interpreted to grant any parking rights. Notwithstanding the foregoing or anything otherwise set forth in this Section 2.2(b) to the contrary, the Owner of Parcel A may modify the improvements located under and upon Parcel A in any manner whatsoever, provided access for motor vehicles and pedestrians to and from Knowlton Parkway and Parcel B by way of Parcel A is continuously maintained.

2.3 Utilities. Owner of Parcel A hereby grants to the Owner of Parcel B, a non-exclusive perpetual easement under and across the Utility Easement Area for the installation, maintenance, repair and replacement of water mains, storm drains, sewers, water sprinkler system lines, telephone or electrical conduits or systems, cable, gas mains and other utility facilities (collectively, the “**Utilities**”) necessary or desirable for the orderly development and operation of the building(s) from time to time located within Parcel B to the extent such maintenance and repair is not performed by the applicable utility provider; provided, however, that (i) the rights granted pursuant to such easements shall at all times be exercised in such a manner so as not to interfere materially with the normal operation of Parcel A and the businesses conducted therein, (ii) except in an emergency, the right of the Owner of Parcel B to enter upon the Utility Easement Area for the exercise of any right pursuant to such easements shall be conditioned upon providing reasonable prior advance written notice to the Owner of Parcel A as to the time and manner of entry, (iii) for as long as Chase is a Permittee of Parcel A, except in an emergency, the rights granted pursuant to such easements shall only be exercised during non-business hours of Chase and (iv) the rights granted pursuant to such easements shall not be exercised in a manner that would prohibit direct access to Knowlton Parkway from Parcel A. All such systems, structures, mains, sewers, conduits, lines and other public utilities shall be installed and maintained below the ground level or surface of Parcel A (except for such parts thereof that cannot and are not intended to be placed below the surface, such as transformers and control panels). Any installation of, and connection to, Utilities on the Parcel A shall be at the sole expense of the installing/connecting Owner. Any work performed by the Owner of Parcel B to connect, repair, relocate, alter, replace, maintain or install the Utilities shall be accomplished in a good and workmanlike manner using good-faith efforts reasonably calculated to minimize interference with the provision of such services to the Owner of Parcel A. Any installation, alteration, replacement or repair of Utilities within Utility Easement Area shall be undertaken in a manner reasonably calculated to minimize the impact upon traffic circulation and access of all users to the various business establishments in the Development.

2.4 Knowlton Curb Cut Easement. Owner of Parcel B hereby grants to the Owner of Parcel A and its Permittees, a non-exclusive perpetual easement under and across the portion of Parcel B necessary to perform the maintenance obligations of the Owner of Parcel A set forth in Section 3 below with respect to the Knowlton Curb Cut.

2.5 Indemnification. Each Owner having rights with respect to an easement granted hereunder shall indemnify and hold the other Owners harmless from and against all claims, liabilities and expenses (including reasonable attorneys' fees) relating to accidents, injuries, loss, liens (including mechanics liens) or damage of or to any person or property arising from or in any manner relating to the use by the indemnifying Owner or its Permittees of any easement granted hereunder, except as may result from the negligence or intentional misconduct of the Owner whose Parcel is subject to the easement or its Permittees and except claims resulting from the joint or sole negligence or willful act or omission of the indemnified Owner, or its Permittee, in which case the indemnification shall be in proportion to the indemnifying Owner's allocable share of negligence or willful misconduct.

2.6 Liens. In the event any mechanic's lien is filed against the Parcel of one Owner as a result of services performed or materials furnished by or for the benefit of another Owner (the "**Contracting Owner**"), the Contracting Owner shall cause such lien to be discharged within forty five (45) days after receiving notice thereof either by paying the indebtedness which gave rise to such lien, or by posting bond or other security as shall be required by law to obtain such release and discharge. A Contracting Owner may contest such lien so long as it provides to the Owner whose Parcel is bonded over for the full amount of such lien.

3. Maintenance.

3.1 General. Except as otherwise set forth herein, each Owner shall maintain its Parcel, which maintenance shall include, without limitation, maintaining and keeping in good order and repair, all access roads, parking spaces, common delivery areas, driveways and aprons, aisles, curbing, sidewalks and walkways, landscaped areas, planters, lighting and identification signs and directional signs, removing all papers, debris and other refuse, snow and ice and periodically sweeping all parking and road areas to the extent necessary, all so as to maintain the same in a clean, safe and orderly condition, and in compliance with all applicable laws and ordinances.

3.2 Knowlton Curb Cut. The Owner of Parcel A, its successors and assigns (the "**Responsible Owner**"), at all times during the term hereof shall, at its expense (subject to reimbursement as set forth below), maintain and keep in good order and repair the Knowlton Curb Cut, which shall include, without limitation, removing all debris, snow, ice and other refuse located thereon, to the extent necessary to maintain the same in a clean, safe and orderly condition, and in compliance with all applicable laws and ordinances. No permanent or temporary structure shall be constructed or placed on the Knowlton Curb Cut without the express consent of all of the Owners.

3.3 Payment of Operating Costs. For purposes hereof, "**Operating Costs**" shall mean all costs of the maintenance and repair as shall be required in the Responsible Owner's or its designee's judgment to preserve the utility and condition of the Knowlton Curb Cut in substantially the same condition and status as they were in as of the time of the completion of the original construction and installation thereof, including, but not limited to (i) cleaning and

removal of rubbish, dirt, debris, snow and ice; (ii) striping, maintenance, repair and replacement of any paving or (iii) such other costs as the Responsible Owner may determine in its reasonable discretion are necessary or desirable for the proper maintenance of the Knowlton Curb Cut. The Owners shall pay their respective Proportionate Share (defined below) of the Operating Costs within thirty (30) days after receipt of an invoice therefore from Responsible Owner, which invoice shall be accompanied by supporting documentation. For purposes of sharing Operating Costs, the applicable Proportionate Share of each Parcel shall be as follows:

Parcel A.....50%
Parcel B.....50%

If there is more than one (1) Owner of a Parcel, the Proportionate Share attributable to such Parcel shall be further divided by a fraction, the numerator of which is the square footage of the land comprising said Owner's portion of said Parcel and the denominator of which is the square footage of all of the land comprising said Parcel.

4. Insurance. Throughout the term of this Declaration, each Owner shall procure and maintain commercial general liability and, and, if necessary, commercial umbrella liability insurance against claims for personal injury, death, or property damage occurring upon such Owner's Parcel, with per occurrence coverage of not less than Two Million Dollars (\$2,000,000.00) or such greater amount as may from time to time be reasonable and prudent under the circumstances, and naming each other Owner as additional insureds as their interest may appear. This insurance is to insure against potential liability for losses or damages that might occur on or to any Parcel, including, without limitation, the easement areas thereof. Such insurance may be written by additional premises endorsement on any master policy of insurance carried by an Owner which may cover other property in addition to the property described in this Declaration. Such insurance shall provide that should the same be cancelled, the insurer will endeavor to mail 30 days prior written notice to the other Owners.

5. No Rights in Public; No Implied Easements. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of any Parcel. No easements, except those expressly set forth herein in Section 2, shall be implied by this Declaration.

6. Remedies and Enforcement.

6.1 All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by any Owner or its Permittees of any of the terms, covenants, restrictions or conditions hereof, after written notice and thirty (30) days to cure such breach, any other Owner or Owners shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach, including payment of any amounts due and/or specific performance.

6.2 No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this

Declaration. No breach hereunder shall defeat or render invalid the lien of any mortgage or deed of trust upon any Parcel made in good faith for value, but the easements, covenants, conditions and restrictions hereof shall be binding upon and effective against any Owner of such Parcel covered hereby whose title thereto is acquired by foreclosure, trustee's sale, or otherwise.

6.3 Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a defaulting Owner (a "**Defaulting Owner**") to cure a breach of this Declaration within thirty (30) days following written notice thereof by a Non-Defaulting Owner (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the Defaulting Owner commences such cure within such 30-day period, and thereafter diligently prosecutes such cure to completion) an Owner (a "**Non-Defaulting Owner**") shall have the right to perform such obligation contained in this Declaration on behalf of the Defaulting Owner and be reimbursed by such Defaulting Owner upon demand for the reasonable costs thereof together with interest at the prime rate of JPMorgan Chase Bank (its successors or assigns), plus two percent (2%) (not to exceed the maximum rate of interest allowed by law), and shall automatically be deemed to have a lien in such amount on the Defaulting Owner's property which is subject to the terms of this Declaration, which lien shall remain until such amount is paid in full or the Non-Defaulting Owner shall record a release thereof. A Non-Defaulting Owner having a lien on the property of a Defaulting Owner pursuant to the terms hereof shall have the right to take such action as necessary to perfect or foreclose upon such lien.

7. Term. The covenants, conditions and restrictions contained in this Declaration shall be effective commencing on the date of recordation of this Declaration and shall remain in full force and effect for a period of 100 years from and after said date of recordation, and the easements granted herein shall continue in perpetuity, unless this Declaration is modified, amended, canceled or terminated by the written consent of all then record Owners.

8. Miscellaneous.

8.1 Attorneys' Fees. In the event a party institutes any legal action or proceeding for the enforcement of any right or obligation herein contained, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees incurred in the preparation and prosecution of such action or proceeding.

8.2 Amendment. The provisions of this Declaration may be modified or amended, in whole or in part, or terminated, only by the written consent of all record Owners and, to the extent Chase is a Permittee of Parcel A, Chase, evidenced by a document that has been fully executed and acknowledged by all such record Owners and, to the extent Chase is a Permittee of Parcel A, Chase, and recorded thereafter. Notwithstanding the foregoing or anything otherwise set forth herein to the contrary, this Declaration and its terms cannot be rescinded, altered, modified, or changed in any manner without having first received the express written consent of the City.

8.3 No Waiver. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.

8.4 No Agency. Nothing in this Declaration shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.

8.5 Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the Development benefitted thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

8.6 Entire Agreement. This Declaration contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.

8.7 Governing Law. The laws of the State of Ohio shall govern the interpretation, validity, performance, and enforcement of this Declaration.

8.8 Consent. Any consent or approval required hereunder shall not be unreasonably withheld, conditioned or delayed, unless expressly stated otherwise.

[REMAINDER OF PAGE LEFT BLANK]

IN WITNESS WHEREOF, Declarant has executed this Declaration as of the date first written above.

WATTERSON INVESTMENT GROUP, LLC,
an Ohio limited liability company

By: [Signature]
Name: John Boll
Its: Member

STATE OF Ohio)
COUNTY OF Franklin)

The foregoing instrument was acknowledged before me this 5th day of June, 2017, by John Boll, Authorized Member of Watterson Investment Group, LLC, an Ohio limited liability company, on behalf of the company.



[Signature]
Notary Public for State of Ohio
My Commission expires: 11/16/21

EXHIBIT "A"

Legal Description

SITUATED IN THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, STATE OF OHIO, DESCRIBED AS FOLLOWS:

AND KNOWN AS BEING SUBLot NO. 1 IN SUNRISE DEVELOPMENT CO.'S PEARL ROAD SUBDIVISION OF PART OF ORIGINAL STRONGSVILLE TOWNSHIP Lot. NO. 57, AS SHOWN BY THE RECORDED PLAT IN VOLUME 229 OF MAPS, PAGE 23 OF CUYAHOGA COUNTY RECORDS, AND BEING 120.32 FEET FRONT ON THE WESTERLY SIDE OF PEARL ROAD, 46.81 FEET ON THE CURVED TURNOUT BETWEEN PEARL ROAD AND BLOCK A AND EXTENDING BACK 600 FEET DEEP ON THE NORTHERLY LINE, 571.56 FEET DEEP ON THE CURVED SOUTHERLY LINE AND HAVING A REAR LINE OF 163.28 FEET, AS APPEARS BY SAID PLAT, BE THE SAME MORE OR LESS, BUT SUBJECT TO ALL LEGAL HIGHWAYS.

LESS AND EXCEPT:

BEING A PARCEL OF LAND LYING ON THE LEFT SIDE OF THE CENTERLINE OF RIGHT OF WAY OF PEARL ROAD (U.S. 42) MADE BY THE CITY OF STRONGSVILLE, OHIO RECORDED IN INSTRUMENT NUMBER _____ OF THE RECORDS OF CUYAHOGA COUNTY RECORDER'S PLAT RECORDS AND BEING LOCATED WITHIN THE FOLLOWING DESCRIBED POINTS IN THE BOUNDARY THEREOF:

BEING A PART OF ORIGIN STRONGSVILLE TOWNSHIP Lot 51, THE CITY OF STRONGSVILLE, CUYAHOGA COUNTY, STATE OF OHIO AND MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING FOR REFERENCE AT AN IRON PIN IN MONUMENT BOX FOUND AT THE CENTERLINE OF RIGHT OF WAY OF DRAKE ROAD AT STATION 50+00.00, AND THE CENTERLINE OF RIGHT OF WAY OF PEARL ROAD (U.S. 42) AT STATION 100+00.00; THENCE, FOLLOWING THE CENTERLINE OF SAID PEARL ROAD (U.S. 42), NORTH 00 DEGREES 31 MINUTES 15 SECONDS WEST A DISTANCE OF 3619.27 FEET TO A POINT AT STATION 136+19.27 PEARL ROAD (U.S. 42) CENTERLINE OF RIGHT OF WAY; THENCE SOUTH 88 DEGREES 31 MINUTES 13 SECONDS WEST A DISTANCE OF 33.00 FEET TO POINT AT THE GRANTOR'S NORTHEASTERLY PROPERTY CORNER AT STATION 136+18.71, 33.00 FEET LEFT OF PEARL ROAD (U.S. 42) CENTERLINE OF RIGHT OF WAY, SAID CORNER REFERENCED BY AN IRON PIN FOUND SOUTH 88 DEGREES 31 MINUTES 13 SECONDS WEST A DISTANCE OF 0.27 FEET AND THE TRUE PLACE OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

1. THENCE, FOLLOWING THE GRANTOR'S EASTERLY PROPERTY LINE SOUTH 00 DEGREES 31 MINUTES 15 SECONDS EAST A DISTANCE OF 121.07 FEET TO A POINT OF CURVATURE AT STATION 134+97.65, 33.00 FEET TEN OF PEARL ROAD (U.S. 42) CENTERLINE OF RIGHT OF WAY;

2. THENCE, FOLLOWING THE GRANTOR'S EASTERLY PROPERTY LINE ALONG AN ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, AN ARC LENGTH OF 27.82 FEET, A CHORD BEARING SOUTH 26 DEGREES 02 MINUTES 40 SECONDS WEST, A CHORD LENGTH OF 26.83 FEET AND A DELTA OF 53 DEGREES 07 MINUTES 48 SECONDS TO AN IRON PIN SET AT STATION 134.73.65, 45.00 FEET LEFT OF PEARL ROAD (U.S. 42) CENTERLINE OF RIGHT OF WAY;

3. THENCE, NORTH 00 DEGREES 31 MINUTES 15 SECONDS WEST A DISTANCE OF 144.86 FEET TO AN IRON PIN SET ON THE GRANTOR'S NORTHERLY PROPERTY LINE AT STATION 136+18.51, 45.00 FEET LEFT OF PEARL ROAD (U.S. 42) CENTERLINE OF RIGHT OF WAY;

4. THENCE, FOLLOWING THE GRANTOR'S NORTHERLY PROPERTY LINE NORTH 88 DEGREES 31 MINUTES 13 SECONDS EAST A DISTANCE OF 12.00 FEET TO THE TRUE PLACE OF BEGINNING AND CONTAINING 0.038 ACRES AND SUBJECT TO ALL LEGAL HIGHWAYS.

AUDITOR'S NUMBER 393-31-008
GROSS TAKE = 0.038 ACRE
PRESENT ROAD OCCUPIES = 0.000 ACRE
NET TAKE = 0.038 ACRE

THE ABOVE DESCRIBED TRACT IS A PORTION OF AUDITOR'S PARCEL NO. 393-31-008 CARRIED ON THE TAX MAPS AS 1.492 ACRES (2.059 ACRES CALCULATED)

EXHIBIT "B"

Plat

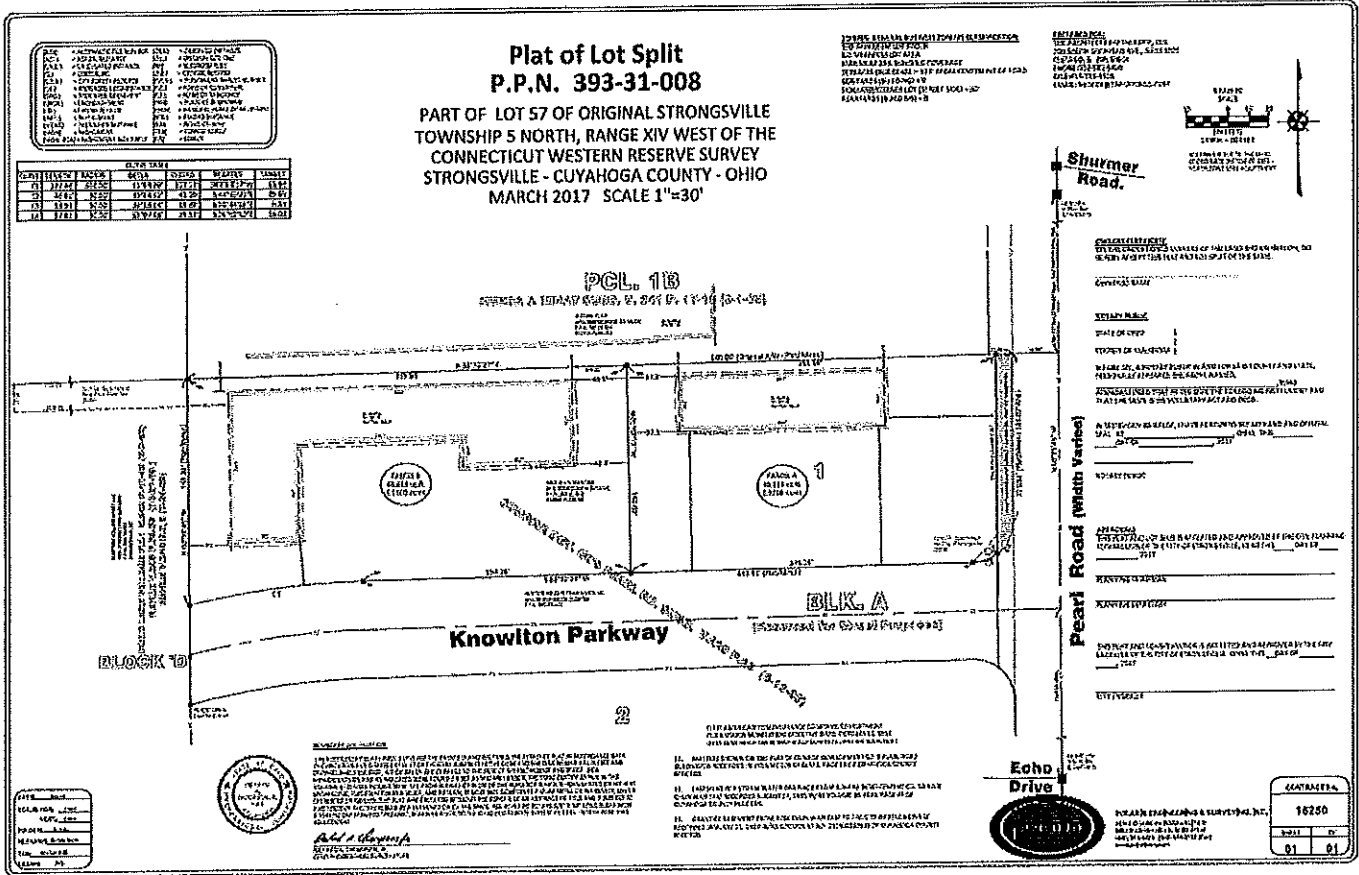


EXHIBIT "C-1"

Utility Easement Area Legal Description

Situated in the City of Strongsville, County of Cuyahoga and the State of Ohio;

Beginning at the intersection of Echo Drive & Pearl Road (width varies);

Thence North 00°31'45" West, along the centerline of said Pearl Road, 1,381.43 feet to a point;

Thence South 89°28'15" West, 45.00 feet to the westerly sideline of said Pearl Road and being the Principal Place of Beginning;

- Course 1** Thence South 88°56'45" West, 192.41 feet to a point;
- Course 2** Thence South 89°36'02" West, 74.72 feet to a point;
- Course 3** Thence North 01°07'33" West, 15.00 feet to a point;
- Course 4** Thence North 89°36'02" East, 74.56 feet to a point;
- Course 5** Thence North 86°56'45" East, 192.73 feet to the westerly line of said Pearl Road;
- Course 6** Thence South 00°31'45" East along the westerly line of said Pearl Road, 15.01 feet to the Principal Place of Beginning as calculated and described in April, 2017 by Richard A. Thompson, Jr., P.S. #7388 of Polaris Engineering and Surveying, subject to all legal highways and easements of record.

AND

Situated in the City of Strongsville, County of Cuyahoga and the State of Ohio;

Beginning at the intersection of Echo Drive & Pearl Road (width varies);

Thence North 00°31'45" West, along the centerline of said Pearl Road, 1,506.63 feet to a point;

Thence South 89°28'15" West, 45.00 feet to the westerly sideline of said Pearl Road and being the Principal Place of Beginning;

- Course 1** Thence South 88°52'27" West, 268.32 feet to a point;
- Course 2** Thence North 01°07'33" West, 8.00 feet to the southerly line of land conveyed to U-Store-It, L.P. by deed recorded as AFN: 200912160370 of Cuyahoga County Records (PPN: 393-27-024);
- Course 3** Thence North 88°52'27" East along the southerly line of said U-Store-It, L.P., 268.40 feet to the westerly line of said Pearl Road;
- Course 4** Thence South 01°31'45" East along the westerly line of said Pearl Road, 8.00 feet to the Principal Place of Beginning Beginning as calculated and described in April, 2017 by Richard A. Thompson, Jr., P.S. #7388 of Polaris Engineering and Surveying, subject to all legal highways and easements of record.

EXHIBIT "C-2"

Utility Easement Area Depiction

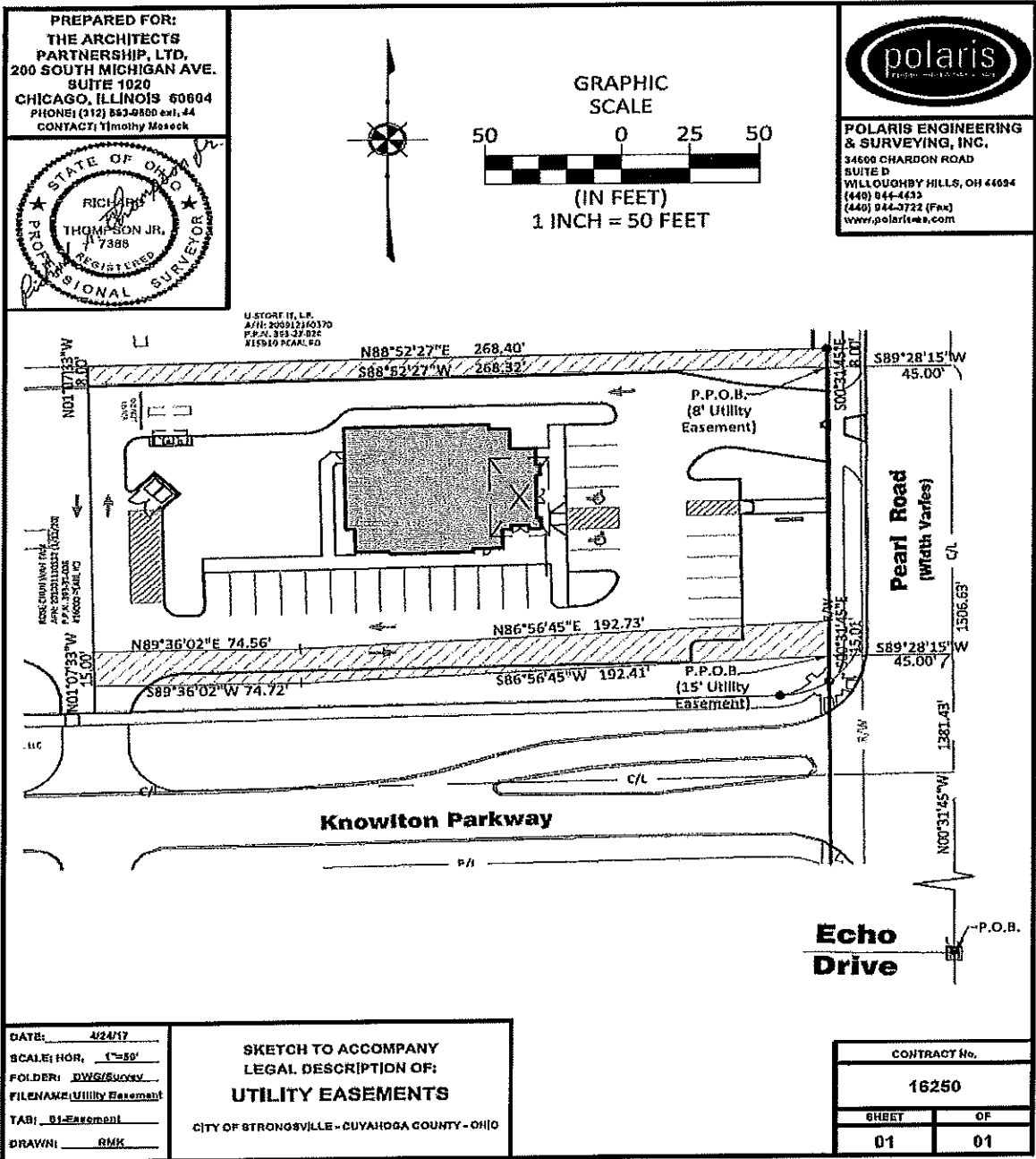
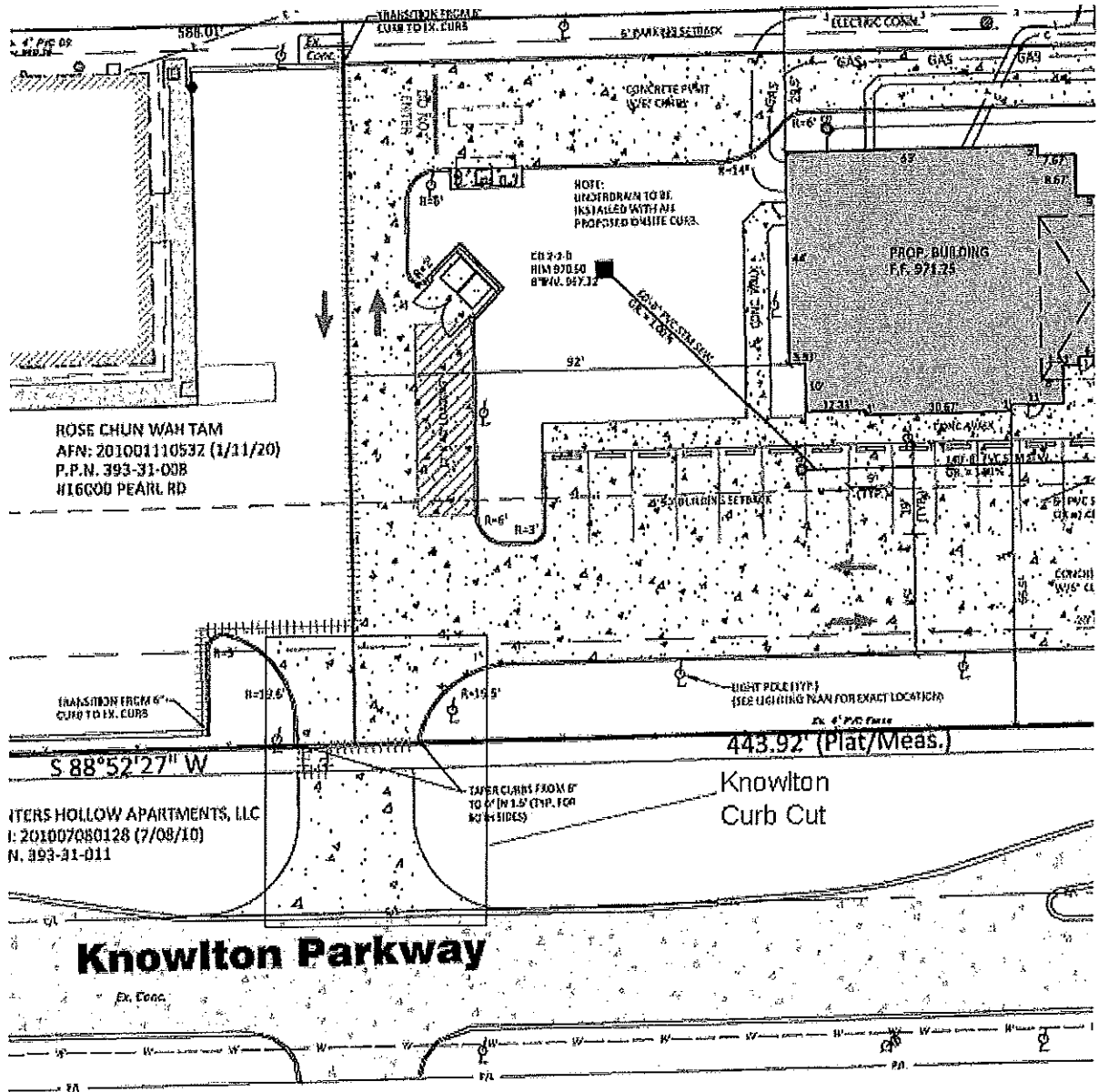


EXHIBIT "D"

Knowlton Curb Cut



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 174

By: Mayor Perciak and Mr. Daymut

AN ORDINANCE APPROVING AND AUTHORIZING THE GRANT OF A REVOCABLE LICENSE TO PDS PROPERTIES, LTD. DBA CENTERLINE CARSTAR COLLISION FOR USE OF PUBLIC PROPERTY IN CONNECTION WITH A PARKING LOT AREA, FENCING, LANDSCAPING AND APPURTENANCES; AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT IN FURTHERANCE THEREOF; AND DECLARING AN EMERGENCY.

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

Section 1. That this Council hereby approves and authorizes the grant of a revocable license to **PDS PROPERTIES, LTD. dba CENTERLINE CARSTAR COLLISION**, a business within the City of Strongsville, for the use of a portion of public property and right-of-way located near its property at 8000 Pearl Road, for purposes of installation of a parking lot area, fencing, landscaping and appurtenances, upon the terms and conditions set forth in the License Agreement, attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is approved.

Section 2. That the Mayor be and is hereby authorized to enter into and execute the License Agreement and to do all things necessary to carry out the provisions 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 is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate grant of the aforesaid license is necessary to allow the aforesaid parking lot area, fencing, landscaping and appurtenances on the public premises. 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 - 174
Page 2

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. 2017-174 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

LICENSE AGREEMENT

Agreement made this ____ day of _____, 2017, between the **CITY OF STRONGSVILLE**, County of Cuyahoga, State of Ohio, an Ohio municipal corporation located at 16099 Foltz Parkway, Strongsville, Ohio 44149, herein called "City," and **PDS PROPERTIES, LTD. dba CENTERLINE CARSTAR COLLISION**, an Ohio limited liability company, located at 8000 Pearl Road, Strongsville, Ohio 44136, herein called "Licensee."

SECTION ONE

Grant of License; Description of Premises

City hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, the public right-of-way reflected in Exhibit 1, attached hereto and incorporated herein by reference, and as approved by the Planning Commission (the "Premises").

SECTION TWO

Limitation to Described Purpose

The Premises may be occupied and used by Licensee solely for the installation of a parking lot area, fencing, landscaping and appurtenances in, on, over and under the Premises and for incidental purposes related thereto as depicted in Exhibit 1, during the period beginning November 1, 2017 and continuing until this Agreement is terminated as hereinafter provided.

SECTION THREE

Periodic Payments

Licensee shall pay City for this license at the rate of Twelve and No/100 Dollars (\$12.00) per year payable in advance. The first payment shall be made on the date of the beginning of the period specified above. Subsequent payments shall be made in advance on the first day of November of each year thereafter during the continuance of this Agreement.

SECTION FOUR

Improvements

The parking lot area, fencing, landscaping and appurtenances in, on, under and over the Premises shall be constructed, maintained and repaired in accordance with plans and specifications approved by the City; and such parking lot area, fencing, landscaping and appurtenances shall be maintained so that there will be no danger of the same obstructing the view of pedestrian and/or vehicular traffic or otherwise posing a hazard or risk to the safety of the public. All expenses of construction, maintenance, and repairs shall be borne solely by the Licensee.

SECTION FIVE
Maintenance by Licensee

The parking lot area, fencing, landscaping and appurtenances shall be maintained in good repair by the Licensee at its sole cost and expense. In furtherance thereof, Licensee agrees to provide the necessary labor and materials to continuously maintain the parking lot area, fencing, Premises, landscape care, and any and all other related appurtenances in a good, safe and sanitary condition and repair throughout the term of this License. In the maintenance of the Premises and the landscaping therein, no changes shall be made in the approved structures or plantings without the written authorization of the Building Commissioner and such other appropriate body as the circumstances require. If the Building Commissioner finds that the parking lot area, fencing, landscaping and appurtenances obstruct the view of vehicle or pedestrian traffic or otherwise pose a hazard or risk to the safety of the public; or are required by the City to be removed in connection with the construction, reconstruction, maintenance and/or repair of the municipal sewer system, public utility, or the roadway; or if the Premises shall not be maintained by the Licensee as herein required, the City, upon the order of the Building Commissioner with or without notice, may cure the defect, obstruction or safety hazard and/or perform the required maintenance or removal. Should any of the foregoing events occur, Licensee agrees to pay the City, in addition to any other sums required by this Agreement, all reasonable costs and expenses incurred by the City in undertaking such work. Such costs may be assessed by the City, if it elects to do so, to the tax duplicate.

SECTION SIX
Insurance

Licensee, at its sole expense, shall keep in force during the term of this License comprehensive, public liability and property damage insurance issued by responsible insurance companies naming the City and the Licensee as insureds and in a form acceptable to the City for the protection of the City and Licensee against all liabilities, judgments, costs, damages and expenses which may accrue against, be charged to, or recovered from the City by reason of damage to the property of, injury to or death of any person or persons on account of any accident or event which may occur on the Premises in an amount not less than \$1,000,000.00 with respect to any one person, and \$2,000,000.00 with respect to any one accident or disaster, and \$500,000.00 with respect to property damage.

SECTION SEVEN
Indemnification

Licensee agrees, at its expense, to defend, indemnify and hold harmless the City, its officers, agents and employees from and against all liability or loss for injuries to or deaths of persons or damages to property caused by any act or omission to act, or use or occupancy of the Premises by Licensee, its invitees and guests or any other person authorized by Licensee to use the Premises or any portion thereof. Each party

hereto shall give to the other prompt and timely notice of any claim made or suit instituted coming to the knowledge of their respective officers or employees, and both shall have the right to participate in the defense of same to the extent of its own interest. In the event the City shall decide to so defend, such defense shall not be deemed a waiver by the City of any of its rights against Licensee under the foregoing indemnification provisions.

SECTION EIGHT Termination

Either party may terminate this Agreement at any time, without regard to payment periods, by giving written notice to the other, specifying the date of termination, such notice to be given not less than thirty (30) days prior to the date therein specified. Should the parking lot area, fencing, landscaping and/or appurtenances, or any essential part thereof, be totally destroyed by fire or other casualty, this Agreement shall immediately terminate; and in the case of partial destruction, this Agreement may be terminated by either party by giving written notice to the other, specifying the date of termination, such notice to be given within fifteen (15) days following such partial destruction and not less than five (5) days prior to the termination date therein specified. If Licensee shall make an assignment for the benefit of creditors, or be placed in receivership or adjudicated a bankrupt, or take advantage of any bankruptcy or insolvency law, City may terminate this Agreement by giving written notice to the Licensee, specifying the date of termination, such notice to be given not less than ten (10) days prior to the date therein specified. Upon termination by either party, the parking lot area, fencing, landscaping and appurtenances shall be immediately removed from the City right of way at the sole cost of the Licensee; and if not so removed by the Licensee, the parking lot area, fencing, landscaping and appurtenances may be removed by the City, and the cost incurred by the City for the removal shall be charged back to the Licensee. Such cost may be assessed by the City, if it elects to do so, to the tax duplicate.

SECTION NINE General Provisions

A. *Successors and Assigns/No Assignment.* The license privileges hereunder are personal to Licensee and shall not be assignable by Licensee in whole or in part without the advance, written permission of the City which the City is not required to provide. The rights and obligations hereunder shall be binding upon and inure to the benefit of the Licensee and the City and their respective successors and permitted assigns.

B. *Privilege not exclusive.* The permission given herewith is not exclusive; and the City may at any time permit the installation of improvements of a similar or dissimilar nature to those of Licensee.

C. *Public Access.* This license is not a grant of an exclusive use of the Premises to the Licensee for any purpose, and the Licensee shall at all times keep and

maintain the Premises to allow for the free and open use thereof by the public and the City, its officers, agents, employees and others authorized by it.

D. Notices. Any notice mailed, addressed to Licensee at the address listed above, or delivered to Licensee, shall be deemed to be proper notice hereunder to the Licensee. Any notice mailed or delivered to the Mayor shall be notice by Licensee to the City, unless and until City shall designate a different representative or address.

E. Sole Understanding. This Agreement represents the sole understanding of the parties concerning the subject parking lot area, fencing, landscaping and appurtenances, and shall supersede any other prior writings, agreements or understanding, written or oral, regarding the same subject matter.

IN WITNESS WHEREOF, the parties being duly authorized have executed this license at Strongsville, Ohio the day and year first above written.

Signed in the presence of:

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

**PDS PROPERTIES, LTD.
dba CENTERLINE CARSTAR COLLISION**

Carl M. Green
Scott Deery

By: Paul Stank
Its: PRESIDENT

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

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

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

Notary Public

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **PDS PROPERTIES, LTD. dba CENTERLINE CARSTAR COLLISION**, an Ohio limited liability company, by Paul Strohar, its President, who acknowledged that he/she did sign the foregoing instrument and that the same is his/her free act and deed and the free act and deed of said company.

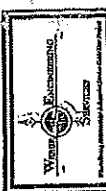
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 5th day of September, 2017.



Carol M. Oprea

Notary Public

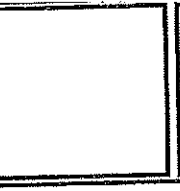
CAROL M. OPREA
Notary Public, State of Ohio
Recorded in Cuyahoga County
My Comm. Expires July 15, 2021



2525 N. Main St., Suite 200
 Columbus, OH 43261
 Phone: 614-444-1400
 Fax: 614-444-1401
 Email: info@carstar.com



Reg. No.: 61709



8000 PEARL ROAD
 STRONGSVILLE, OH
 PHONE: 440-768-4822

Issue Date
 08-30-2018
 10-25-2018
 10-24-2014

CARSTAR
 2013 BUILDING ADDITION
 8000 PEARL ROAD, STRONGSVILLE, OH

SITE
 PLAN

C102
 Project No. 2013-160

SITE BENCH MARK
 ALL BENCH MARKS
 TO BE MAINTAINED
 THROUGHOUT CONSTRUCTION

SITE BENCH MARK
 ALL BENCH MARKS
 TO BE MAINTAINED
 THROUGHOUT CONSTRUCTION

SITE BENCH MARK
 ALL BENCH MARKS
 TO BE MAINTAINED
 THROUGHOUT CONSTRUCTION

SITE DATA
 ALL SURVEYING AND CONSTRUCTION
 SHALL BE IN ACCORDANCE WITH THE
 SURVEYING AND CONSTRUCTION
 CODES OF THE STATE OF OHIO
 AND THE SURVEYING AND CONSTRUCTION
 CODES OF THE CITY OF STRONGSVILLE

**CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE
 SURVEYING AND CONSTRUCTION CODES OF THE
 STATE OF OHIO AND THE SURVEYING AND CONSTRUCTION
 CODES OF THE CITY OF STRONGSVILLE**

**ALL EXISTING CONDITIONS SHOWN ON THIS
 PLAN SHALL BE MAINTAINED UNLESS
 OTHERWISE NOTED OTHERWISE**

**ALL EXISTING CONDITIONS SHOWN ON THIS
 PLAN SHALL BE MAINTAINED UNLESS
 OTHERWISE NOTED OTHERWISE**

CITY OF STRONGSVILLE
 VOL. 08-2, P. 45 C.C.R.
 PLAN 385-05-001

LOT 2
 FLAT VOL. 300, P. 45 C.C.R.

**PROPOSED BUILDING
 ADDITION**
 9163 S.F.
 F.F. = 814.00

**PROPOSED ENTRY
 ADDITION**
 403 S.F.
 F.F. = 814.00

CARSTAR & GAROTA
 VOL. 84-0684, P. 6 C.C.R.
 PLAN 385-05-002

GENERAL BUSINESS

COMMERCIAL SERVICES

MOTOR VEHICLES

PUBLIC FACILITIES

PEARL CREEK

BENCH MARK #1

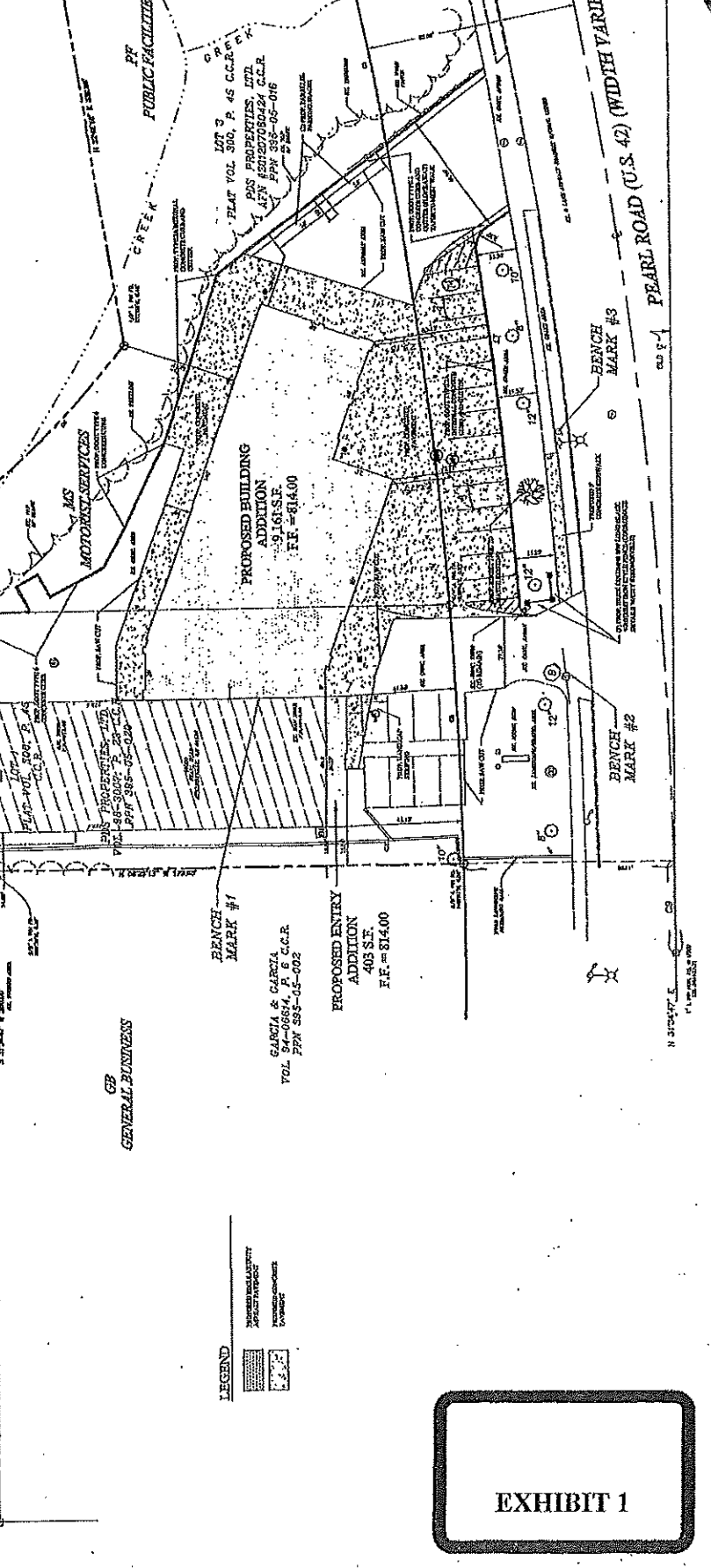
BENCH MARK #2

BENCH MARK #3

PEARL ROAD (U.S. 42) (WIDTH VARIES)

N 31°07' E

1" = 20'



Scale: 1" = 20'

Survey Provided By:
 CARSTAR SURVEYING & ENGINEERING

NOT LEGALLY A UNLICENSED
 SURVEYOR OR ENGINEER
 SHALL BE RESPONSIBLE FOR
 THE ACCURACY OF THIS PLAN

EXHIBIT 1

NO.	DESCRIPTION	AREA (S.F.)	PERCENT	TOTAL AREA (S.F.)
1	EXISTING BUILDING	10,000	100%	10,000
2	PROPOSED BUILDING ADDITION	9,163	91.63%	19,163
3	PROPOSED ENTRY ADDITION	403	4.03%	19,566
4	TOTAL	19,566	100%	19,566

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 175

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AMENDING SECTIONS 254.02 AND 254.03 OF CHAPTER 254 OF TITLE SIX OF PART TWO OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO PROVIDE FOR FIRE DEPARTMENT RESPONSES FOR TREATMENT AND NO TRANSPORT; TO ACCORDINGLY ADJUST CERTAIN FEES FOR EMERGENCY MEDICAL SERVICES; 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 Sections 254.02 and 254.03 of Chapter 254 of Title Six of Part Two of the Codified Ordinances of the City of Strongsville be and are hereby amended to read in their entirety as follows:

* * *

254.02 DEFINITIONS.

As used in this section, the following words and phrases shall have the meanings respectively ascribed to them as follows:

- (a) "Basic Life Support" (BLS) services means any pre-hospital medical intervention requiring an emergency response by personnel certified at the levels of EMT-Basic or EMT-Paramedic employed by the City of Strongsville or another political subdivision responding to a call for emergency medical service in the City of Strongsville. An emergency response is one that, at the time ~~local 911 is called~~ **assistance is requested**, a response unit is dispatched immediately. Medical interventions include, but are not limited to, cardiopulmonary resuscitation (CPR), oxygen administration, bleeding control, treatment of shock, splinting of fractures, childbirth, and patient assessment including taking and recording of patient vital signs, etc.
- (b) "Advanced Life Support Level I" (ALS I) services means the provision of the following medical services requiring the immediate response of an ALS crew and vehicle, and including providing an ambulance transport service that provides equipment and staff needed to provide complex specialized life-sustaining procedures to patients under the direction of a physician who provides medical control. Such complex specialized life-sustaining services may include, but not be limited to, administering IV therapy, establishing and maintaining a patient's airway, relieving pneumothorax conditions, cardiac monitoring, etc. ALS service includes the provision of an ALS assessment or at least one ALS intervention. An ALS assessment is an assessment performed by an ALS crew as part of an emergency response that is necessary because the patient's reported condition at the time of dispatch is such that only an ALS crew is qualified to perform the assessment.
- (c) "Advanced Life Support Level II" (ALS II) means transportation by ground ambulance vehicle and the provision of medically necessary supplies and services including (1) at least three separate administrations of one or more medications by intravenous administration (excluding crystalloid fluids) or (2) ground ambulance transportation and the provision of at least one of the

following procedures: manual defibrillation/cardioversion; endotracheal intubation; central venous line; cardiac pacing; chest decompression; surgical airway; or intraosseous line. The monitoring of the listed interventions that were placed prior to the transport also qualifies as an ALSII procedure.

- (d) **“Life Assist” means any response where assistance was rendered by moving a person to or from the floor, chair, bed, wheelchair, etc. due to the physical disabilities of the person.**
- (de) **“Transport” means to carry or convey a person by publicly owned or operated motor vehicle being used in response to a call for emergency medical service from one location to another.**
- (f) **“Treatment, No Transport” means any response where treatment was performed, but no transport to a medical facility occurred. Treatment is defined as, but not limited to, providing oxygen, applying hot or cold compresses, fluid and medication administration, 12 lead EKG, wound care and pain management.**
- (g) **“Welfare Check” means any good intent call by interested third parties to ensure the safety and well-being of another person. There is no charge for service as long as there was no medical treatment or transport.**
- (eh) All of the foregoing definitions shall be subject to automatic adjustment by reason of changes in applicable Medicare regulations and definitions and/or other authorities, including but not limited to the Department of Health and Human Services, Centers for Medicare and Medicaid Services CMS Manual System Publication 100-02 Medicare Benefits Policy Chapter 10, Section 30.1.1-Ground Ambulance Services; and Ohio Revised Code Sections 4765.37 and 4765.39 and any applicable provisions of the Ohio Administrative Code, which are incorporated herein by reference.

~~(Ord. 2011-189. Passed 12-5-11.)~~

254.03 FEES.

Each person whether resident, real property owner in the City of Strongsville, or non-resident, including employees working within the City, calling for and/or receiving emergency medical service with transport from the City shall pay a utilization charge therefor determined as follows:

- (a) For BLS services with ~~t~~Transport, the fee shall be ~~f~~Five ~~h~~Hundred ~~f~~Fifty ~~d~~Dollars (\$550.00) plus ~~t~~Twelve ~~d~~Dollars (\$12.00) per mile.
- (b) For ALSI services with ~~t~~Transport, the fee shall be ~~s~~Six ~~h~~Hundred ~~f~~Fifty ~~d~~Dollars (\$650.00) plus ~~t~~Twelve ~~d~~Dollars (\$12.00) per mile.
- (c) For ALSII services with ~~t~~Transport, the fee shall be ~~n~~Nine ~~h~~Hundred ~~d~~Dollars (\$900.00) plus ~~t~~Twelve ~~d~~Dollars (\$12.00) per mile.
- (d) ~~No fee will be charged for any of the above services in the event they are undertaken without transport.~~ **For Treatment, No Transport, the fee shall be Four Hundred Dollars (\$400.00).**
- (e) **For Lift Assist, the fee shall be Fifty Dollars (\$50.00).**
- (ef) The City will forgive for all Strongsville City residents or owners of real property within the City of Strongsville or employees working within the City of Strongsville, any outstanding balance resulting from the above fees after available insurance reimbursement is made on their behalf to the City.

- (fg) The Director of Finance may waive the aforesaid fee or any portion thereof with regard to persons not included in subsection (ef) of this Section 254.03, where it is determined based upon supporting documentation that the non-resident person receiving the services is indigent or otherwise unable to pay for such services, and there is no other source for the payment thereof. In such instances, the individual requesting the waiver shall have the burden of providing any documentation required, including but not limited to verification of income. The City's designated billing agent shall notify each party billed of the terms of this subsection in conjunction with the billing for the fee.
- (gh) The charges herein shall be in addition to any other charges payable for such services, including, but not limited to, any tax levied, all or a part of which pays any portion of the cost of emergency medical services, and/or any charges for services rendered by others.

~~(Ord. 2015-259. Passed 12-21-15.)~~

* * *

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that such provisions are necessary in order to provide for Fire Department responses for treatment with no transport to a medical facility, and to adjust rates for emergency medical services accordingly consistent with current insurance guidelines and rates. 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. 2017-175 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 176

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE CHAIRMAN OF THE DISTRICT ADVISORY COUNCIL OF THE CUYAHOGA COUNTY GENERAL HEALTH DISTRICT FOR HEALTH SERVICES FOR THE YEAR 2018 FOR THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

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

WHEREAS, the Cuyahoga County Board of Health has again agreed to provide such services to the City of Strongsville by means of a contract for the period of January 1, 2018 through December 31, 2018.

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a contract with the Chairman of the District Advisory Council of the Cuyahoga County General Health District, in the form attached hereto as Exhibit A, to provide health services for residents of the City of Strongsville to be furnished during the year 2018, commencing January 1, 2018 and continuing through December 31, 2018, at the total cost of One Hundred Eighty-Four Thousand Three Hundred Seventy and No/100 Dollars (\$184,370.00), payable in equal semi-annual installments of Ninety-Two Thousand One Hundred Eighty-Five and 00/100 Dollars (\$92,185.00).

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

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

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 - 176
Page 2

the City, and for the further reason that such Contract is necessary in order to continue to furnish the legally required health services to the residents of the City of Strongsville beginning on January 1, 2018. 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. 2017-176 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

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

WHEREAS, the District Advisory Council of the Cuyahoga County, Ohio, General Health District, at a meeting held March 15, 2017, by a majority vote of members representing the townships and villages did vote affirmatively on the question of providing public health services to the **City of Strongsville**, Ohio, and did authorize the Chairman of the District Advisory Council to enter into a contract with the Mayor of **Strongsville**, Ohio, for providing public health services therein; and

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

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

The General Health District of Cuyahoga County, Ohio, hereby agrees to provide health services for the **City of Strongsville** for the year 2018. These health services will be provided by the District Board of Health of Cuyahoga County and will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio. Air pollution enforcement services, as described in Chapter 3704 of the Ohio Revised Code, will be conducted through the designated agent, the Cleveland Division of Air Pollution Control. This authorization is contingent upon renewal of the contract between the Ohio EPA and the City of Cleveland and satisfactory performance of the contract terms and conditions regarding air pollution control in Cuyahoga County. The Board of Health reserves the right to alter, modify or amend this contract provision with notice to the City.

The **City of Strongsville** hereby agrees, in return for the health services which will be provided by the District Board of Health of Cuyahoga County for the year 2018, to pay to the Cuyahoga County General Health District the sum of One Hundred Eighty Four Thousand Three Hundred Seventy Dollars (\$184,370.00). This sum of One Hundred Eighty Four Thousand Three Hundred Seventy Dollars (\$184,370.00) the **City of Strongsville** hereby directs the Fiscal Officer of Cuyahoga County to place to the credit of the District Health Fund of Cuyahoga County, and the Fiscal Office of Cuyahoga County is hereby authorized to deduct said sum of One Hundred Eighty Four Thousand Three Hundred Seventy Dollars (\$184,370.00) in equal semi-annual installments of Ninety Two Thousand One Hundred Eighty Five Dollars (\$92,185.00) from the regular tax settlement to be made for said city for the year 2018. This contract shall be in full force and effect from January 1, 2018 through December 31, 2018.

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

IN WITNESS WHEREOF, we hereunder subscribe our names.

City of Strongsville

Cuyahoga County General Health District

By _____
Mayor Thomas P. Perciak

By _____
Chairman, District Advisory Council

Date _____

Date _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 177

By: Mr. Carbone

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

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

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

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

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

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

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 - 177

Page 2

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

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2017-177 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

Obsolete Equipment to Gov Deals

Swenson Drop in Salt Spreader	PN 04049-229-00
HiWay Drop in Salt Spreader	Tandem Axle
HiWay Drop in Salt Spreader	Single Axle
HiWay Drop in Salt Spreader	Model P8 - 1 Ton

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2017 – 178

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING THE ACCEPTANCE OF AN AWARD OF FUNDING FROM THE OHIO ATTORNEY GENERAL'S OFFICE, AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT IN CONNECTION WITH THEIR LAW ENFORCEMENT DIVERSION PROGRAM RELATING TO THE OPIOID EPIDEMIC, AND DECLARING AN EMERGENCY.

WHEREAS, similar to many cities across the country, the City of Strongsville has experienced an exponential rise in drug overdoses directly related to the opioid epidemic; and

WHEREAS, therefore, by and through Ordinance No. 2017-159, this Council approved and authorized the filing of an application for financial assistance from the Ohio Attorney General's Office in connection with their law enforcement diversion programs relating to the opioid epidemic, in order that the City can proceed to form and implement a Quick Response Team; and

WHEREAS, the City has been notified that its application for the reimbursement of certain funds expended under the program has been approved in the amount of up to \$73,100.00.

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

Section 1. That this Council hereby approves the acceptance of the award of certain funds under the Ohio Attorney General's Law Enforcement Diversion Program in the maximum amount of up to \$73,100.00, and hereby authorizes the Mayor, Director of Finance, Chief of Police and other appropriate officers of the City to enter into a Recipient Organization Agreement, a copy of which is attached hereto as Exhibit A, and to do all things necessary in furtherance thereof.

Section 2. That the funds required to meet the City's obligation under said grant have been appropriated and shall be paid from the General Fund.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2017 – 178
Page 2

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to accept the funds awarded under the aforesaid grant in order to implement law enforcement diversion programs to combat the opioid epidemic, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2017-178 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

**OHIO ATTORNEY GENERAL'S OFFICE
RECIPIENT ORGANIZATION AGREEMENT**

Recipient Organization: Strongsville Police Department

Maximum Amount: \$73,100.00

Award Period: Commencement Date – October 1, 2017 End Date – June 30, 2019

The parties hereto agree as follows:

I. Funding Purpose and Recapture of Funds. In accordance with the terms hereof, the Recipient Organization (the "Recipient") agrees to expend certain funds for the Law Enforcement Diversion Program to address the opioid epidemic in Ohio by providing necessary assistance and/or referrals to treatment options, recovery support, counseling and mental health treatment services, in accordance with the approved application attached hereto as Exhibit A and incorporated as if fully rewritten herein. The Recipient agrees that it will be liable to repay any funds spent in a manner inconsistent with this Agreement or the stated purpose as determined by the Ohio Attorney General ("Attorney General"). This Agreement may only be modified with the prior written approval of the Attorney General. All modifications to this Agreement will be in writing and signed by both parties to this Agreement. Any change from the application in Exhibit A without a modification to this Agreement will be grounds for recapture of the funds by the Attorney General.

II. Limitations on Use of Funds. Funds received under this Agreement will not be used for any political campaign or governmental lobbying in a partisan manner. Expenses to be reimbursed under this Agreement must be performed during the Award Period stated above.

III. Disbursement of Funds. Funds will be disbursed monthly on a reimbursement basis upon the Attorney General's receipt of a Request for Payment Report, the form of which is attached hereto as Exhibit B, from Recipient documenting the services provided for the previous month. Request for Payment Reports are due by the tenth of each month for the previous month's expenses. After receipt and approval by the Attorney General of a completed Request for Payment Report, payment will be made pursuant to Ohio Adm.Code 126-3-01. Unless otherwise directed by the Attorney General, completed Request for Payment Reports should be directed via email to: Invoices@OhioAttorneyGeneral.gov. Recipient may not make a request for payment of more than one-half of the funds awarded under this Agreement before June 30, 2018. Disbursements are contingent upon the timely submission and approval of all required program and financial reports and compliance with the requirements set forth in Paragraphs IX and XII below. Unexpended funds must be returned to the Attorney General.

IV. Ethics/Conflict of Interest. The Recipient, by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.

V. Non-Discrimination. Pursuant to Ohio Revised Code ("R.C.") 125.111 and the Attorney General's policy, Recipient agrees that Recipient and any person acting on behalf of Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. Recipient further agrees that Recipient and any person acting on behalf of Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

VI. Compliance with Law. The Recipient, in expending the funds, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.

VII. Authority to Bind Parties. The person signing this document on behalf of Recipient is legally authorized to contractually obligate the Recipient.

VIII. Certification of Funds. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the Attorney General gives Recipient written notice that such funds have been made available to the Attorney General by the Attorney General's funding source.

IX. Reporting Requirement. Recipient shall submit a report by January 1, 2018 and a report every six months thereafter to the Attorney General describing the use of the funds during the Award Period and the outcome received from the expenditure of the funds. These reports shall be submitted to the Attorney General no later than January 1, 2018, June 30, 2018, January 1, 2019, and June 30, 2019 and sent to the following address: GrantsManagement@OhioAttorneyGeneral.gov. Recipient must adhere to all mandatory fiscal and program administration guidelines, including audit requirements, as determined by the Attorney General.

X. Relationship of Parties. It is fully understood and agreed that Recipient is an independent contractor and neither Recipient nor its personnel shall at any time, or for any purpose, be considered agents, servants, or employees of the Attorney General for the purpose of Ohio Public Employees Retirement Systems benefits.

XI. Time of Performance. Notwithstanding the foregoing, as the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2019.

XII. Compliance with R.C. 9.23 through 9.238. Recipient agrees to comply with R.C. 9.23 through 9.238, and Ohio Adm.Code 109-3-01 through 109-3-04 (attached as Exhibit C and incorporated as if fully rewritten herein), regarding financial accountability of persons that contract with the State, including, but not limited to, the following:

A. Pursuant to R.C. 9.232(A) and Ohio Adm.Code 109-3-01, Recipient agrees that the minimum percentage of money that is to be expended on Recipient's direct costs will be 85%. As defined in Ohio Adm.Code 109-3-01, direct costs include, but are not limited to: compensation of employees for the time devoted to the performance of the agreement; cost of materials or supplies acquired, consumed, or expended for the purpose of the agreement; equipment and other capital expenditures specified in the agreement. Direct costs do not include the costs of any financial review or audit.

B. Recipient is responsible for maintaining adequate expenditure records pursuant to Ohio Adm.Code 109-3-02 and R.C. 9.232(B). Recipient agrees to file a final report pursuant to R.C. 9.234(A) which includes financial statements, documentation of the major categories of expenditure of the Funds, and a summary of the activities for which the Funds were used within 360 days of receipt of the Funds. The records that Recipient must maintain to document such direct costs pursuant to R.C. 9.232(B) and Ohio Adm.Code 109-3-02 will support the receipt and expenditure of monies under this Agreement and consist, at a minimum, of the following: payroll and related expenses; receipts for materials or supplies acquired, consumed, or expended for the purpose of this Agreement; receipts for equipment and other capital expenditures specified in this Agreement; other receipts for expenditures made for the purpose of

this Agreement. Records documenting direct costs will be available and accessible for inspection and will be maintained by Recipient for not less than one year following the financial audit or financial review.

C. Recipient will comply with the financial review and audit requirements established in R.C. 9.234 and 9.235, and the rules of the auditor of state adopted pursuant to R.C. 9.238.

D. Recipient will comply with Ohio Adm.Code 109-3-01 through 109-3-04 as established by the Attorney General under R.C. 9.237, attached hereto and incorporated by reference as Exhibit C.

E. Pursuant to R.C. 9.232(F), Recipient agrees that any funds disbursed to Recipient in excess of the contract payment earned must be repaid to the Attorney General.

[Remainder of This Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Recipient Organization Agreement to be executed by their duly authorized officers.

OHIO ATTORNEY GENERAL

30 East Broad Street, 17th Floor
Columbus, Ohio 43215-3400

By: _____

Ann O'Donnell
Senior Advisor and Director of Policy and
Public Affairs

Date: _____

CITY OF STRONGSVILLE

STRONGSVILLE POLICE DEPARTMENT

18688 Royalton Road
Strongsville, Ohio 44136

By: _____

Name: Thomas P. Perciak

Title: Mayor

Date: _____

Approval as to Form

By:  _____

Jessica B. Tom
Senior Assistant Attorney General
Executive Agencies, Business Counsel Unit

Date: 10/4/17

**Approved as to legal form only by the
Law Department of the City of Strongsville.**

By _____
Law Director

Date _____

EXHIBIT A
Approved Application

Ohio Attorney General Grant Program

Organization Information

Organization Name:

Address:

City:

Zip:

County:

Phone Number:

Is your organization tax exempt under Section 501 (c)(3): Yes No

Head of the Organization

Name:

Title:

Phone Number:

E-mail Address:

Contact Person Information

Name:

Title:

Phone Number:

E-mail Address:

Ohio Attorney General Grant Program

Work Plan Essays

The Work Plan Essays explain the connections between the different components of the program or project. It is a useful tool for planning, implementation, and evaluation and for quickly explaining to others what your program is about.

1. What would the grant funds be used for?

The grant funds will be used for police officer and fire medic wages and fringe benefits. These personnel will be sent to the residences of survivors of an overdose. Contact will be made with the survivor and their family. Assistance will be provided to survivors and their families. The ultimate goal is to have the survivor get the appropriate treatment for their addiction.

2. Outline at least one substantial and concrete goal this project will attempt to achieve. Goals are statements regarding the type of broad change that will occur in your community as a result of your program. They may be either short-range or long-range.

A goal of this program is to get survivors of an overdose into the most appropriate treatment for their addiction. By placing these individuals into treatment they can get the help they need to beat their addiction and ultimately save their lives. This program will offer assistance to the families of those with addictions. The survivor will be provided with a card providing information on the program at the time of the overdose. There will be resource information on the back of this card. This card can also be given to any family members at the residence. Later a response team will go to the residence and offer to assist the survivor to receive treatment for their addiction. Resources can also be provided to family members by counselors.

3. Outline objectives that will result from the proposed project. Objectives are specific, observable, time-framed, and measurable. They should relate to your goal.

Objectives from this proposed project include making contact with 80% of survivors of an overdose in the city of Strongsville who are also residents of the city of Strongsville within 72 hours of the overdose, have 60% of the overdose survivors who are contacted within the 72 hour period into treatment for their addiction within 30 days of the overdose, make at least 12 yearly visits to treatment or detoxification facilities, and decrease the amount of repeat overdoses as the program progresses. These objectives will be measured on a monthly, quarterly, yearly, and length of the project basis. Based on these measurements, adjustments could be made to improve the project.

Ohio Attorney General Grant Program

4. Describe the steps necessary to accomplish your objectives including an operational schedule for the project.

To accomplish the objectives of this project, members of the response team will convene twice a week (Tuesday and Friday). On these scheduled days members will respond to the residence of survivors to offer assistance. It is imperative that officers who initially respond to all overdose calls obtain current information about all survivors and provide the QRT information cards. The QRT information cards will also provide a phone number that a survivor can call to make an appointment for the response team. If the survivor makes an appointment, this will ensure a higher probability that contact will be made because of the commitment they have made. If a survivor decides not to go to treatment at the time of first contact by the response team, follow up will be done with the survivor and/or the family. The survivor will also be provided information for our Safe Passages Program. If the survivor decides later they wish to go to treatment, they can come to our police station and they can be placed into the most appropriate treatment. If there is not a reported overdose between meetings of the response team, follow up can be done with other survivors or treatment centers can be visited. By visiting these centers, it increases the amount of centers we can use to refer survivors.

5. Who will be responsible for completing the work necessary to achieve the objectives?

The responsible parties to complete the work necessary to achieve the objectives will be the police officers and fire medics who work on this project and the support services lieutenant of the police department.

6. Specify the indicators and measures to be used to determine if your objectives have been met. The methodology, type of measurement utilized, and responsible individuals for collecting this data should be specified.

Metrics of the preceding month will be recorded by the 15th day of each month. The month following an overdose (at least 30 days after an overdose) the measure of survivors who have enrolled in treatment will be calculated. Each case will be tracked on a spreadsheet. The spreadsheet will be accessible to all of those officers involved with this project. The officers involved with each contact or attempted contact will be responsible for updating this spreadsheet. As a backup, these activities will also be logged using our CAD (computer assisted dispatching) system.

After the data is compiled for the previous month and finalized, a monthly report summary will be generated. The monthly report will contain overdoses, overdose deaths, repeat overdose contacts, contacts with overdose survivors, number of overdose survivors referred to treatment and criminal intelligence obtained. There will also be a report summary completed quarterly, yearly, and total for the duration of the project to accurately show trends and how the program could be improved.

Ohio Attorney General Grant Program

Project Budget

1. The amount of grant funding your organization was awarded:

\$83,542.00

2. Using the table below, please provide an itemized budget for the use of funds. This budget should be a specific and detailed breakdown of exactly how the funds will be used.

Item Description / Unit	# of Items	X	Unit Cost	=	Total
Police officer wages	1	X	35,128	=	\$35,128
Police Lieutenant wages	1	X	9,437	=	\$9,437
Fire Fighter wages	1	X	29,250	=	\$29,250
Police officer fringe benefits	1	X	3,506	=	\$3,506
Police Lieutenant fringe benefits	1	X	2,119	=	\$2,119
Fire Fighter fringe benefits	1	X	4,087	=	\$4,087

Additional Line (Limit 28 Items)

Total \$83,527

Ohio Attorney General Grant Program

3. Please provide a detailed description of the items included in the Project Budget table.

Both a police officer and firefighter plan on devoting approximately 6 hours per week to this program. All individuals participating in this project will be performing duties that may be on a call out basis and outside of their normal duties. These individuals will be paid an overtime rate (1.5 times normal pay rate). The formula used to calculate the cost of the personnel wages was their overtime rate, multiplied by 6 (hours per week), multiplied by 52 (weeks in a year), multiplied by 2 (for a 2 year grant). Fringe benefits were calculated according to collective bargaining contracts in place through the year 2018. ***A mistake was made on the original grant proposal where the salary and fringe benefits were listed, but not computed in the final total. To compensate for this error, the amount budgeted for the police lieutenant was reduced.

4. Please provide a time frame in which the funds will be used, including milestones and project completion.

The funds will be used over a two year period to pay for wages and fringe benefits of those involved with this project. A milestone will be reducing the amount of overdose calls for service for our police department to the level in 2015 (20). If this can be achieved, the next milestone would be to reduce the amount of overdose calls for service to the level in 2014 (5), when the opiate problem was first observed. The project will be considered complete should this second milestone be achieved.

5. Should you be using an amount of the funds, within the allowable range, for salary, what is your plan for funding the position(s) once the grant funds are exhausted?

Our plan is to continue this program after this grant has expired for as long as the problem persists in our region. The successes and failures will dictate any changes to the program and how it is administered. The Mayor of Strongsville has pledged to continue to fund resources after the administration of this grant.

Ohio Attorney General Grant Program

Organization Authorization and Certification

I understand that by signing this application, I grant the Ohio Attorney General's Office or its authorized agents access to any records for verification and evaluation of the information provided in this application. I understand that completion of the application does not guarantee that I will receive the requested grant.

I certify that the information I have provided in this application is, to the best of my knowledge, a true and accurate and complete disclosure of the requested information. I understand that I may be held civilly and criminally liable under Federal and State law for knowingly making false or fraudulent statements.

Organization:

Strongsville Police Department

Signature:

LT. Michael J. Hall #7162

Date:

Sep 15, 2017

Name:

Michael Campbell

Title:

Lieutenant



MIKE DEWINE

★ OHIO ATTORNEY GENERAL ★

EXHIBIT B

LAW ENFORCEMENT DIVERSION GRANT REQUEST FOR PAYMENT REPORT

Reporting Period ____/____/____ to ____/____/____

Payment Request \$ _____

Purchase Order Number _____

Agency _____

Street Address _____

City, State, Zip _____

Budget Cost Categories	Approved Budget	Current Expenditures	Total YTD Expenditures
Personnel Salaries			
Other			
Total Costs			

Must attach documentation for justification of above request for payment ;
i.e. timesheets & ledger sheets reflecting date of expenditures.

Status of Objectives

Please describe the progress toward the objectives for this project.

Certification & Signature

I certify that all information and transactions I have reported in this report is, to the best of my knowledge, a true and accurate and complete disclosure of the requested information.

Typed Name & Title of Designated Official:

Signature of Designated Official:

Attorney General's Office Use Only

Report Approved By:

Date:

EXHIBIT C
Ohio Administrative Code 109-3-01 through 109-3-04

109-3-01. Definitions and guidelines for direct and allocable non direct costs and routine business services.

(A) "Direct costs" are defined as those costs associated with providing services that directly benefit a patient, client or the public as set forth in any contract entered into pursuant to section 9.231 of the Revised Code. Typical direct costs chargeable to a contract include, but are not limited to:

- (1) Compensation of employees for the time devoted to the performance of the contract;
- (2) Cost of materials or supplies acquired, consumed, or expended for the purpose of the contract;
- (3) Equipment and other capital expenditures specified in the contract; and
- (4) Travel expenses incurred to carry out the contract.

(B) "Direct costs" shall not include the costs of any financial review or audit required under section 9.234 of the Revised Code.

(C) Direct costs, at a minimum, shall be:

- (1) Necessary and reasonable;
- (2) Allocable to the contract;
- (3) Authorized or not prohibited under federal, state or local law;
- (4) In conformity with any limitations specified in the contract;
- (5) Accorded consistent treatment;
- (6) Determined in accordance with generally accepted accounting principles;
- (7) Net of all applicable credits; and
- (8) Adequately documented.

(D) The guidance provided in 2 CFR 200 (as in effect on the effective date of this rule), to the extent applicable, shall be followed for direct costs unless otherwise agreed to by the parties in a written contract. Costs not specified in 2 CFR 200 (as in effect on the effective date of this rule) may be included as direct costs if specifically identified and agreed to by the parties in a written contract.

(E) "Allocable non direct costs" as defined in division (A) of section 9.23 of the Revised Code are considered the equivalent of indirect costs.

(F) For the purposes of division (B)(2)(f) of section 9.231 of the Revised Code, "routine business services other than administrative or management services" shall be determined on a case-by-case basis depending on the accepted and relevant business or trade standards that may apply to the type of business and services under consideration.

109-3-02. Maintenance of records documenting direct costs.

(A) Records documenting direct costs for contracts entered into pursuant to section 9.231 of the Revised Code shall be maintained in the following manner:

- (1) Adequate records shall be maintained by the recipient as defined in division (G) of section 9.23 of the Revised Code to support the receipt and expenditure of monies under contract. Records may be maintained in a paper media or an electronic media, or both.

(2) Records shall be available and accessible for inspection by an independent public accounting firm or by the auditor of state during a financial audit or review consistent with sections 9.234 and 9.235 of the Revised Code.

(3) Records supporting the receipt or expenditure of contract funds shall be maintained by the recipient for a period of not less than one year following the financial audit or financial review of recipient records.

(4) Nothing in this rule is intended to supersede or change any rule, regulation or statute that requires a longer retention period.

109-3-03. Remedies in the event of a breach of contract.

(A) In the event of a breach of a contract entered into pursuant to section 9.231 of the Revised Code, a governmental entity shall have remedies including but not limited to the following:

(1) A governmental entity may bring a civil action for the recovery of money due to the governmental entity from a recipient under division (A) of section 9.236 of the Revised Code. In such an action, any person with which the recipient has contracted for the performance of the recipient's material obligations to a group of beneficiaries under the recipient's contract with the governmental entity may be made a party defendant if the person is unable to demonstrate to the satisfaction of the governmental entity that the person has materially complied with the terms of the contract with the recipient. In such a case, the person may be made a party defendant and the governmental entity may obtain a judgment against the person in accordance with division (B)(2) of section 9.236 of the Revised Code.

(2) If a governmental entity obtains a judgment against a recipient in a civil action brought under division (B)(1) of section 9.236 of the Revised Code and the judgment is uncollectible, the governmental entity may recover from the person with which the recipient contracted an amount not exceeding the lesser of the following:

(a) The unsatisfied amount of the judgment;

(b) The total amount received by the person from the recipient minus the total amount spent by the person on direct costs for services actually performed and retained by the person as allocable non direct costs, associated with those direct costs, as those terms are defined in section 9.231 of the Revised Code.

(3) If a governmental entity, pursuant to section 9.236 of the Revised Code, obtains a judgment against a recipient or against a person with which the recipient contracted and that judgment debtor does not voluntarily pay the amount of the judgment, that judgment debtor shall be precluded from contracting with a governmental entity to the extent provided in divisions (A) and (B) of section 9.24 of the Revised Code for a debtor against whom a finding for recovery has been issued.

(4) In addition to other remedies provided in divisions (A) to (C) of section 9.236 of the Revised Code and paragraph (A)(1) to (A)(3) of this rule, a governmental entity may void a contract between a recipient and another person for the performance by the other person of the recipient's obligations under the recipient's contract with the governmental entity to the extent that the other person has not yet performed its obligations under the contract or cannot demonstrate that the money it received was expended on direct costs or retained as allocable non direct costs.

(5) If a recipient is liable to repay money to a governmental entity under section 9.236 of the Revised Code and the judgment obtained by the governmental entity against the recipient is uncollectible, then in addition to other remedies provided in divisions (A) to (C) of section 9.236 of the Revised Code, and after the governmental entity has obtained a judgment against any necessary third party, the governmental agency may void any of the following contracts:

(a) A contract made not more than one hundred eighty days before the judgment against the recipient became uncollectible between the recipient and a director, trustee, or officer of the recipient

or a business in which a director, trustee, or officer of the recipient has a material financial interest, if either of the following applies:

- (i) The recipient has paid substantial value for the property received and the property can be returned to the other person. If the property has experienced only normal wear and tear, the person shall be liable to the governmental entity for the full amount the recipient paid for the property. Otherwise, the person shall be liable to the governmental entity only for the market value of the property.
- (ii) The person with whom the recipient contracted has received money that the recipient obtained pursuant to the contract with the governmental entity and the money was not expended on direct costs or retained as allocable non direct costs. In such a case, the governmental entity may void the contract to the extent the money was not expended on direct costs or retained as allocable non direct costs, and the person shall be liable to the governmental entity for that amount.
- (b) A contract made not more than one hundred eighty days before the judgment against the recipient became uncollectible between the recipient and an employee of the recipient or a business in which an employee of the recipient has a material financial interest, if the employee has direct knowledge of the use of the money that the recipient obtained pursuant to the contract with the governmental entity and either division (E)(1)(a) or (E)(1)(b) of section 9.236 of the Revised Code applies;
- (c) A contract is entered into between the recipient and another person pursuant to which the recipient has paid or agreed to pay money to the other person to the extent that the other person has not yet performed its obligations under the contract;
- (d) A contract made not more than one year before the judgment against the recipient became uncollectible between the recipient and a person other than the governmental entity if the other person has not given or agreed to give consideration of reasonable and substantial value for the consideration given by the recipient.

109-3-04. Terms to be included in contracts between recipients and persons other than the governmental entity.

(A) All contracts between recipients and persons other than the governmental entity shall contain the following:

- (1) A clause giving notice of the remedies available to the governmental entity if the money under the contract between the recipient and persons other than the governmental entity is not expended on direct costs or retained as allocable non-direct costs or, with respect to any contract described in division (A)(3) of section 9.231 of the Revised Code, is not earned under the terms of the contract with the governmental entity.
- (2) A clause requiring the person with whom the recipient is contracting to maintain records documenting direct costs and how long those records must be maintained consistent with the requirements for maintenance of such records under rule 109-3-02 of the Administrative Code.