

# City of Strongsville

16099 Foltz Parkway  
Strongsville, Ohio 44149-5598  
Phone: 440-580-3110  
www.strongsville.org

May 16, 2024

## City Council

James A. Kaminski  
Ward 1

Annamarie P. Roff  
Ward 2

Thomas M. Clark  
Ward 3

Gordon C. Short  
Ward 4

James E. Carbone  
At-Large

Kelly A. Kosek  
At-Large

Brian M. Spring  
At-Large

Aimee Pientka, MMC  
Clerk of Council

## MEETING NOTICE

City Council has scheduled the following meetings for **Monday, May 20, 2024**, 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 6:45 p.m.** All committees listed will meet immediately following the previous committee:

**6:45 P.M.** **Public Safety & Health Committee** will meet to discuss Ordinance Nos. 2024-076 and 2024-077.

**Finance Committee** will meet to discuss Resolution No. 2024-078.

*A Motion to Reconsider Resolution No. 2024-069 will be made under the "Miscellaneous Business" portion of the agenda.*

**Planning, Zoning & Engineering Committee** will meet to discuss Ordinance Nos. 2024-079, 2024-080, 2024-082 and Resolution Nos. 2024-081 and 2024-083.

**Public Service & Conservation Committee** will meet to discuss Ordinance No. 2024-084.

**7:00 P.M.** **Regular Council Meeting**

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

**BY ORDER OF THE COUNCIL:**

Aimee Pientka, MMC  
Clerk of Council

**STRONGSVILLE CITY COUNCIL REGULAR MEETING**  
**MONDAY, MAY 20, 2024 AT 7:00 P.M.**  
Mike Kalinich Sr. City Council Chamber  
18688 Royalton Road, Strongsville, Ohio

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**AGENDA**

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
  - *Regular Council Meeting – May 06, 2024*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
  - ECONOMIC DEVELOPMENT – Clark
  - BUILDING & UTILITIES – Roff
  - PUBLIC SAFETY AND HEALTH – Roff
  - RECREATION AND COMMUNITY SERVICES – Spring
  - SCHOOL BOARD – Spring
  - FINANCE – Short
  - SOUTHWEST GENERAL HEALTH SYSTEM – Short
  - COMMUNICATIONS AND TECHNOLOGY – Kaminski
  - PLANNING, ZONING AND ENGINEERING – Kosek
  - PUBLIC SERVICE AND CONSERVATION – Kosek
  - COMMITTEE-OF-THE-WHOLE – Carbone
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
  - MAYOR PERCIAK:
  - FINANCE DEPARTMENT:
  - LAW DEPARTMENT:
9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2024-076 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE DISPOSAL OF CERTAIN ITEMS UTILIZED BY THE FIRE DEPARTMENT, AND WHICH ARE BEYOND THEIR SERVICE LIFE AND/OR OBSOLETE, AND NO LONGER NEEDED NOR SAFE FOR ANY MUNICIPAL PURPOSE.
- Ordinance No. 2024-077 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF A CERTAIN OBSOLETE AND SURPLUS POLICE VEHICLE NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.
- Resolution No. 2024-078 by Mayor Perciak and All Members of Council. A RESOLUTION SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF THE RENEWAL OF AN EXISTING 1.5-MILL TAX LEVY FOR THE PURPOSE OF CURRENT EXPENSES, PURSUANT TO SECTION 5705.19(A) OF THE REVISED CODE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-079 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NOS. 10 AND 11 FOR AN INCREASE IN THE CONTRACT PRICE CONSISTENT WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND GILBANE BUILDING COMPANY IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-080 by Mayor Perciak and All Members of Council. AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF PARK RIDGE CROSSING SUBDIVISION NO. 1, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2024-081 by Mayor Perciak and All Members of Council. A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN PARK RIDGE CROSSING SUBDIVISION NO. 1, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-082 by Mayor Perciak and All Members of Council. AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF PARK RIDGE CROSSING SUBDIVISION NO. 2, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2024-083 by Mayor Perciak and All Members of Council. A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN PARK RIDGE CROSSING SUBDIVISION NO. 2, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

- Ordinance No. 2024-084 by Mayor Perciak and All Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF TWO COMBINATION DUMP BODY SPREADERS AND RELATED SNOW AND ICE CONTROL EQUIPMENT PACKAGES FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

**Motion to Reconsider:**

- Resolution No. 2024-069 by Mayor Perciak and All Members of Council. A RESOLUTION SUBMITTING THE QUESTION OF RENEWAL OF THE ONE (1) MILL TAX LEVY FOR THE PURPOSE OF PROVIDING FOR THE BENEFIT OF THE CITY OF STRONGSVILLE TO SUPPORT SOUTHWEST GENERAL HEALTH CENTER, AND DECLARING AN EMERGENCY.

13. ADJOURNMENT:



CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 069

By: Mayor Perciak and All Members of Council

**A RESOLUTION SUBMITTING THE QUESTION OF RENEWAL OF THE ONE (1) MILL TAX LEVY FOR THE PURPOSE OF PROVIDING FOR THE BENEFIT OF THE CITY OF STRONGSVILLE TO SUPPORT SOUTHWEST GENERAL HEALTH CENTER, AND DECLARING AN EMERGENCY.**

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

**Section 1.** That the amount of taxes which may be raised within the ten (10) mill limitation by levies on the current tax duplicate will be insufficient to provide an adequate amount for the necessary requirements of the City of Strongsville. The County Fiscal Officer certified to the City, pursuant to Ohio Revised Code Sections 5705.03 and 5705.191, the total current tax valuation of the subdivision and the dollar amount of revenue that would be generated by a specified number of mills.

**Section 2.** That it is necessary to levy a tax in excess of said ten (10) mill limitation of one (1) mill for each one dollar (\$1.00) of valuation which amounts to ten (10) cents for each One Hundred Dollars (\$100.00) of valuation upon the taxable property of the City of Strongsville for the tax collection years 2026 to 2030, both inclusive, to supplement the general fund for the purpose of making appropriations for hospitalization in and support of Southwest General Health Center, a general hospital.

**Section 3.** The renewal levy rate shall be one (1) mill for each one dollar (\$1.00) of taxable value, same as the current rate, which amounts to \$4.55 for each \$100,000.00 of the County Fiscal Officer's appraised value, and the County Fiscal Officer estimates it will collect \$383,500.00 annually. Said renewal levy rate shall be levied upon the entire territory of the City, which is located in the County of Cuyahoga, for a period of five (5) years, commencing in tax year 2025, first collection in calendar year 2026. The question of the renewal of said levy shall appear on the ballot of the November 5, 2024 election. The ballot measure shall be submitted to the entire territory of the City, and held at the regular place of voting in said City established by the Cuyahoga County Board of Elections or otherwise, within the time provided by law and shall be conducted, canvassed and certified in the manner provided by law.

**Section 4.** That the question of such renewal tax levy shall be submitted to the electors of the City of Strongsville at the general election to be held on Tuesday, November 5, 2024. The purpose of said levy is for the support of Southwest General Health Center. A majority vote is required for passage.

**Section 5.** That the Clerk of Council be and is hereby authorized and directed to certify a copy of this Resolution to the Board of Elections of Cuyahoga County, Ohio, on or before August 6, 2024, in order that said Board may arrange for the submission of such levy to the electors of the City of Strongsville on November 5, 2024, upon notice thereof duly published in a newspaper of general circulation in the City and upon ballots substantially in the following form:

**PROPOSED TAX LEVY (RENEWAL)  
 CITY OF STRONGSVILLE**

A majority affirmative vote is necessary for passage.

“A RENEWAL TAX FOR THE BENEFIT OF THE CITY OF STRONGSVILLE FOR THE SUPPORT OF SOUTHWEST GENERAL HEALTH CENTER, THAT THE COUNTY FISCAL OFFICER ESTIMATES WILL COLLECT \$383,500.00 ANNUALLY AT A RATE NOT EXCEEDING ONE (1) MILL FOR EACH \$1.00 OF VALUATION, WHICH AMOUNTS TO \$4.55 FOR EACH \$100,000.00 OF THE COUNTY FISCAL OFFICER’S APPRAISED VALUE FOR FIVE (5) YEARS COMMENCING IN 2025, FIRST DUE IN CALENDAR YEAR 2026.”


FOR THE TAX LEVY

AGAINST THE TAX LEVY

**Section 6.** That there is hereby appropriated from the General Fund a sufficient sum of money to pay the costs of carrying out the authorizations and directions of this Resolution.

**Section 7.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 8.** That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that, in accordance with law, it is immediately necessary to submit the aforementioned renewal tax levy to the Board of Elections on or before August 6, 2024, in order to meet the deadline to place said tax levy before the electorate at the November 5, 2024 election. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

  
 \_\_\_\_\_  
 President of Council

Date Passed: 05 06 2024

	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	_____
Clark	<input checked="" type="checkbox"/>	_____
Kaminski	<input checked="" type="checkbox"/>	_____
Kosek	<u>Absent</u>	_____
Roff	<input checked="" type="checkbox"/>	_____
Short	<input checked="" type="checkbox"/>	_____
Spring	<input checked="" type="checkbox"/>	_____

Approved:   
 \_\_\_\_\_  
 Mayor

Date Approved: May 6, 2024

Attest:   
 \_\_\_\_\_  
 Clerk of Council

Res. Ord. No. 2024-069 Amended: \_\_\_\_\_  
 1<sup>st</sup> Rdg. 05-06-24 Ref: \_\_\_\_\_  
 2<sup>nd</sup> Rdg. Suspended Ref: \_\_\_\_\_  
 3<sup>rd</sup> Rdg. Suspended Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: 05-06-24 Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 069

By: Mayor Perciak and All Members of Council

A RESOLUTION SUBMITTING THE QUESTION OF RENEWAL OF THE ONE (1) MILL TAX LEVY FOR THE PURPOSE OF PROVIDING FOR THE BENEFIT OF THE CITY OF STRONGSVILLE TO SUPPORT SOUTHWEST GENERAL HEALTH CENTER, AND DECLARING AN EMERGENCY, **AS AMENDED.**

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

**Section 1.** That the amount of taxes which may be raised within the ten (10) mill limitation by levies on the current tax duplicate will be insufficient to provide an adequate amount for the necessary requirements of the City of Strongsville. The County Fiscal Officer certified to the City, pursuant to Ohio Revised Code Sections 5705.03 and 5705.191, the total current tax valuation of the subdivision and the dollar amount of revenue that would be generated by a specified number of mills.

**Section 2.** That it is necessary to levy a tax in excess of said ten (10) mill limitation of one (1) mill for each one dollar (\$1.00) of valuation which amounts to ten (10) cents for each One Hundred Dollars (\$100.00) of valuation upon the taxable property of the City of Strongsville for the tax collection years 2026 to 2030, both inclusive, to supplement the general fund for the purpose of making appropriations for hospitalization in and support of Southwest General Health Center, a general hospital.

**Section 3.** The renewal levy rate shall be one (1) mill for each one dollar (\$1.00) of taxable value, same as the current rate, which amounts to ~~\$4.55~~**\$5.00** for each \$100,000.00 of the County Fiscal Officer's appraised value, and the County Fiscal Officer estimates it will collect ~~\$383,500.00~~**\$384,000.00** annually. Said renewal levy rate shall be levied upon the entire territory of the City, which is located in the County of Cuyahoga, for a period of five (5) years, commencing in tax year 2025, first collection in calendar year 2026. The question of the renewal of said levy shall appear on the ballot of the November 5, 2024 election. The ballot measure shall be submitted to the entire territory of the City, and held at the regular place of voting in said City established by the Cuyahoga County Board of Elections or otherwise, within the time provided by law and shall be conducted, canvassed and certified in the manner provided by law.

**Section 4.** That the question of such renewal tax levy shall be submitted to the electors of the City of Strongsville at the general election to be held on Tuesday, November 5, 2024. The purpose of said levy is for the support of Southwest General Health Center. A majority vote is required for passage.



**Section 5.** That the Clerk of Council be and is hereby authorized and directed to certify a copy of this Resolution to the Board of Elections of Cuyahoga County, Ohio, on or before August 6, 2024, in order that said Board may arrange for the submission of such levy to the electors of the City of Strongsville on November 5, 2024, upon notice thereof duly published in a newspaper of general circulation in the City and upon ballots substantially in the following form:

**PROPOSED TAX LEVY (RENEWAL)  
CITY OF STRONGSVILLE**

A majority affirmative vote is necessary for passage.

“A RENEWAL TAX FOR THE BENEFIT OF THE CITY OF STRONGSVILLE FOR THE SUPPORT OF SOUTHWEST GENERAL HEALTH CENTER, THAT THE COUNTY FISCAL OFFICER ESTIMATES WILL COLLECT ~~\$383,500.00~~ **\$384,000.00** ANNUALLY AT A RATE NOT EXCEEDING ONE (1) MILL FOR EACH \$1.00 OF VALUATION, WHICH AMOUNTS TO ~~\$4.55~~**\$5.00** FOR EACH \$100,000.00 OF THE COUNTY FISCAL OFFICER’S APPRAISED VALUE FOR FIVE (5) YEARS COMMENCING IN 2025, FIRST DUE IN CALENDAR YEAR 2026.”

FOR THE TAX LEVY

AGAINST THE TAX LEVY

**Section 6.** That there is hereby appropriated from the General Fund a sufficient sum of money to pay the costs of carrying out the authorizations and directions of this Resolution.

**Section 7.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 8.** That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that, in accordance with law, it is immediately necessary to submit the aforementioned renewal tax levy to the Board of Elections on or before August 6, 2024, in order to meet the deadline to place said tax levy before the electorate at the November 5, 2024 election. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2024 – 069  
Page 3

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

*RES*  
Ord. No. 2024-069 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. 05-06-24 Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 076

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE DISPOSAL OF CERTAIN ITEMS UTILIZED BY THE FIRE DEPARTMENT, AND WHICH ARE BEYOND THEIR SERVICE LIFE AND/OR OBSOLETE, AND NO LONGER NEEDED NOR SAFE FOR ANY MUNICIPAL PURPOSE.**

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

**Section 1.** That this Council finds that the City of Strongsville Fire Department has four (4) self-contained breathing apparatus (SCBAs), which are beyond their useful service life, obsolete and/or in poor condition and unsafe for further use, and which are surplus, have no monetary value and are no longer needed for any municipal purpose; and further finds that it would be in the best interest of the City to dispose of such Fire Department equipment.

**Section 2.** That, pursuant to Article IV, §3(e) of the City Charter, the Director of Finance with the assistance of the Fire Chief, be and are hereby authorized to dispose of the aforementioned Fire Department equipment which are further identified on the attached Exhibit A, and to perform all acts required in furtherance thereof.

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

**Section 4.** That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

Ord. No. 2024-076 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

Exhibit A

4- Scott Air-Pak 4.5

Manufactured 8/1996

Unit ID numbers (best we could find)

9891065

115r0000425025

115r0000008173

NEO122115455m1

**EXHIBIT A**

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 077

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF A CERTAIN OBSOLETE AND SURPLUS POLICE VEHICLE NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, 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 Police Department of the City of Strongsville has an obsolete and surplus vehicle, as described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference, which is unfit for public use by reason of obsolescence or as a surplus item, and is no longer needed for any municipal purpose; and further finds that it will be in the best interests of the City that such vehicle be sold at a public auction.

**Section 2.** That, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized and directed to sell such vehicle at public auction.

**Section 3.** That the Director of Finance and the Mayor are authorized to retain the services of the **MANHEIM MARKETING, INC. AUTO AUCTION** to effectuate the sale of such vehicle for auction; and the Director of Finance and Mayor are further authorized and directed to execute all documents and perform all acts required to complete the auction and the sale of the auctioned vehicle.

**Section 4.** That any proceeds of sale shall be deposited into the General Fund, and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund.

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

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



CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2024 – 077  
Page 2

\_\_\_\_\_  
President of Council

Date Passed: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Approved: \_\_\_\_\_  
Mayor

Date Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of Council

Ord. No. 2024-077 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**EXHIBIT A**

**POLICE DEPARTMENT  
VEHICLE TO AUCTION**

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2012 Chevrolet Tahoe

VIN #1GNSK2EOXCR183731

**CITY OF STRONGSVILLE, OHIO**

**RESOLUTION NO. 2024 – 078**

**BY: Mayor Perciak and All Members of Council**

**A RESOLUTION SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF THE RENEWAL OF AN EXISTING 1.5-MILL TAX LEVY FOR THE PURPOSE OF CURRENT EXPENSES, PURSUANT TO SECTION 5705.19(A) OF THE REVISED CODE, AND DECLARING AN EMERGENCY.**

WHEREAS, at an election on May 7, 2019, the City's voters approved the renewal of an existing 1.5-mill ad valorem tax levy in excess of the ten-mill limitation for the purpose of current expenses, for five years, pursuant to Section 5705.19(A) of the Revised Code, the last collection of which will occur in calendar year 2024; and

WHEREAS, on May 6, 2024, this Council adopted Resolution No. 2024-072 pursuant to Section 5705.03 of the Revised Code declaring it necessary to renew the existing 1.5-mill tax levy for the purpose of current expenses, for five years, and requesting the Cuyahoga County Fiscal Officer to certify the certifications set forth in Section 5705.03(B)(2), as applicable to the proposed 1.5-mill renewal levy;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, OHIO, AT LEAST TWO-THIRDS (⅔) OF ALL MEMBERS ELECTED THERETO CONCURRING, THAT:

**Section 1.** Declaration of Necessity of Tax Levy. This Council hereby finds, determines and declares that the amount of taxes which may be raised by the City within the ten-mill limitation by levies on the current tax duplicate will be insufficient to provide an adequate amount for the necessary requirements of the City, and that it is necessary to levy a tax in excess of that limitation for the purpose of current expenses, and specifically that it is necessary to renew, for five years, an existing 1.5-mill ad valorem property tax outside of the ten-mill limitation approved by the voters of the City at an election held on May 7, 2019, for that purpose, which, as described in the third preamble to this Resolution, amounts to \$8 for each \$100,000 of the Cuyahoga County Fiscal Officer's appraised value.

**Section 2.** In accordance with Resolution No. 2024-072 and Section 5705.03(B), on May 7, 2024, the County Fiscal Officer certified (on DTE 140R) that (i) the property tax revenue that will be produced by the stated millage (1.5 mills), assuming the taxable value of the City remains constant throughout the life of the levy, is calculated to be \$575,000, (ii) the total taxable value of the City used in calculating the estimated property tax revenue is \$1,873,868,930 and (iii) the millage for the requested levy is 1.5 mills per \$1 of taxable value, which amounts to \$8 for each \$100,000 of the County Fiscal Officer's appraised value.

**Section 3.** Submission of Question of Tax Levy to the Electors. The question of the renewal of an existing 1.5-mill ad valorem property tax outside of the ten-mill limitation, for five years, for the purpose of current expenses, beginning with the tax list and duplicate for the year 2024, the proceeds of which levy first would be available to the City in the calendar year 2025, shall be submitted under the provisions of Section 5705.19(A) of the Revised Code to the electors of the City at an election to be held therein on November 5, 2024, as authorized by law. That election shall be held at the regular places of voting in the City as established by the Cuyahoga County Board of Elections, or otherwise, within the times provided by law and shall be conducted, canvassed and certified in the manner provided by law. A majority vote is required for passage.

**CITY OF STRONGSVILLE, OHIO**  
**RESOLUTION NO. 2024 – 078**  
**Page 2**

**Section 4. Notice of Election.** The Clerk of Council is authorized and directed to give or cause to be given notice of that election as provided by law.

**Section 5. Delivery of Materials to Board of Elections.** The Clerk of Council is hereby directed to deliver or cause to be delivered (i) a certified copy of Resolution No. 2024-072 referred to in the second preamble to this Resolution, (ii) the certificate (on DTE 140R) of the Cuyahoga County Fiscal Officer referred to in the third preamble to this Resolution and (iii) a certified copy of this Resolution, to the Cuyahoga County Board of Elections before the close of business on Wednesday, August 7, 2024.

**Section 6. Compliance with Open Meeting Requirements.** This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council or committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

**Section 7. Captions and Headings.** The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

**Section 8. Declaration of Emergency; Effective Date.** This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this Resolution is required to be immediately effective so that it, together with other necessary materials, can be timely filed with the Cuyahoga County Board of Elections in order that the question of the renewal of the existing 1.5-mill tax levy for the purpose stated in Section 1 may be submitted to the electors at an election to be held on November 5, 2024; wherefore, this Resolution shall be in full force and effect immediately upon its adoption and approval by the Mayor

\_\_\_\_\_  
 President of Council

Approved: \_\_\_\_\_  
 Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

*RES*  
 Ord. No. 2024-078 Amended: \_\_\_\_\_  
 1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

## RECEIPT OF DIRECTOR OF ELECTIONS

I acknowledge receipt on this date of the following materials from the City of Strongsville, Ohio:

1. Certified copies of Resolution Nos. 2024-072 and 2024-078, adopted on May 3, 2024, and May 20, 2024, respectively, declaring the necessity of and submitting to the electors of the City at an election to be held on November 5, 2024, the question of renewing the City's existing 1.5-mill tax levy, for five years, for the purpose of current expenses.

2. A certificate (on DTE 140R) of the Cuyahoga County Fiscal Officer dated May 7, 2024, certifying that (i) the property tax revenue that will be produced by the stated millage (1.5 mills), assuming the taxable value of the City remains constant throughout the life of the levy, is calculated to be \$575,000, (ii) the total taxable value of the City used in calculating the estimated property tax revenue is \$1,873,868,930 and (iii) the millage for the requested levy is 1.5 mills per \$1 of taxable value, which amounts to \$8 for each \$100,000 of the County Fiscal Officer's appraised value.

3. Suggested forms of notice of election and ballot language for that question.

Dated: May \_\_\_\_, 2024

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Director of Elections  
County of Cuyahoga, Ohio

**NOTICE OF ELECTION ON TAX LEVY  
IN EXCESS OF THE TEN MILL LIMITATION**

Notice is hereby given that pursuant to Resolution Nos. 2024-072 and 2024-078, adopted by the Council of the City of Strongsville, Ohio, on May 6, 2024, and May 20, 2024, respectively, there will be submitted to the electors of the City of Strongsville at an election to be held in that City at the regular places of voting therein, on Tuesday, November 5, 2024, the question of renewing an existing tax at a rate not exceeding 1.5 mills per \$1 of taxable value, which amounts to \$8 for each \$100,000 of the Cuyahoga County Fiscal Officer's appraised value, for five years, for the purpose of current expenses. Said tax constitutes the renewal of an existing 1.5-mill levy. The levy's estimated annual collection is \$575,000.

If a majority of the voters voting thereon vote in favor thereof, that levy will be first placed on the tax list and duplicate in December 2024 for collection in calendar year 2025.

The polls for that election will be open at 6:30 a.m., and will remain open until 7:30 p.m., of that day.

Dated: \_\_\_\_\_, 2024

By order of the Board of Elections of the  
County of Cuyahoga, Ohio

**INSTRUCTIONS TO PRINTER:**

Publish in a newspaper of general circulation in the County of Cuyahoga and City of Strongsville once a week for two consecutive weeks on the same day of each week, the first insertion being **on or before October 22, 2024**, or as provided in Section 7.16 of the Revised Code. Such newspaper must be of general circulation within the meaning of Section 7.12 of the Revised Code.

**NOTICE TO BOARD OF ELECTIONS:**

If the Board of Elections operates and maintains a web site, then the Board of Elections must also **post this notice on its web site for 30 days prior to the election.**

**NOTE REGARDING SOURCE OF CERTAIN INFORMATION:**

The figures shown in the above form of notice pertaining to mills for each \$1 of taxable value, dollars for each \$100,000 of the County Fiscal Officer's appraised value and estimated annual collection were taken directly from certifications made by the Cuyahoga County Fiscal Officer on DTE 140R (dated May 7, 2024).

**CITY OF STRONGSVILLE**

**PROPOSED TAX LEVY (RENEWAL)**

**(A majority affirmative vote is necessary for passage.)**

A renewal of a tax for the benefit of the City of Strongsville for the purpose of current expenses, that the county fiscal officer estimates will collect \$575,000 annually, at a rate not exceeding 1.5 mills for each \$1 of taxable value, which amounts to \$8 for each \$100,000 of the county fiscal officer's appraised value, for five years, commencing in 2024, first due in calendar year 2025.

	FOR THE TAX LEVY
	AGAINST THE TAX LEVY

**NOTE REGARDING FORM OF BALLOT:**

Section 5705.25 of the Revised Code specifies the form of ballot to be used. This form has been prepared based upon those requirements.

**NOTE REGARDING SOURCE OF CERTAIN INFORMATION:**

The figures shown in the above form of ballot pertaining to mills for each \$1 of taxable value, dollars for each \$100,000 of the County Fiscal Officer's appraised value and estimated annual collection were taken directly from certifications made by the Cuyahoga County Fiscal Officer on DTE 140R (dated May 7, 2024).

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 079

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NOS. 10 AND 11 FOR AN INCREASE IN THE CONTRACT PRICE CONSISTENT WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND GILBANE BUILDING COMPANY IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER PROJECT, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ordinance No. 2023-106, Council authorized the Mayor to enter into a contract with Gilbane Building Company, in connection with the Strongsville Town Center Project, in the City of Strongsville, (the "Project"), in an amount not to exceed \$8,901,779.00; and

WHEREAS, by and through Ordinance Nos. 2023-137, 2023-158, 2024-011, 2024-027 and 2024-043, the City's authorized Owner's Representative for this Project, RFC Contracting, Inc. recommended, and the City Engineer determined it would be in the best interests of the City to approve Change Order Nos. 1 through 9, to include as part of the Project various additional work required for the Project to continue, all in the net total amount of \$569,010.00, for an increase in the total Project cost to \$9,470,789.00; and

WHEREAS, at this time, the City's authorized Owner's Representative has now recommended, and the City Engineer has determined, it would be in the best interests of the City to include further changes in the work performed or to be performed on the Project by Gilbane Building Company, generally being multiple sub-contractor costs and scope items, and additional work required, as requested by the City and necessary to the Project, together with various credits, all as more fully set forth in Change Order Nos. 10 and 11, attached hereto as Exhibits A and B respectively, and incorporated herein as if fully rewritten, in the net increase amount of \$38,149.00, for a new total Project cost of \$9,508,938.00; and

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

**Section 1.** That the Mayor be and is hereby authorized and directed to issue and approve Change Order Nos. 10 and 11 to the contract in the total amount of \$38,149.00, as recommended by the City's Owner's Representative and City Engineer, and reflected on Exhibits A and B respectively; and after the issuance and approval of said Change Order Nos. 10 and 11 and compliance with the terms and conditions of the contract, to direct the Director of Finance to make payment to **GILBANE BUILDING COMPANY** in the additional amount of \$38,149.00, thereby increasing the total Project cost to \$9,508,938.00.

**Section 2.** That the funds necessary for this Ordinance have been appropriated and shall be paid from the Town Center Fund.



**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2024 – 079**  
**Page 2**

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for changes in the work in order to properly and timely complete the Project, and to facilitate payment to the contractor for changes in the work, to avoid potential legal problems, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
 President of Council

Approved: \_\_\_\_\_  
 Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

Ord. No. 2024-079 Amended: \_\_\_\_\_  
 1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



# AIA Document G701<sup>®</sup> – 2017

## Change Order

**PROJECT: (Name and address)**  
Strongsville Town Center  
18100 Royalton Road  
Strongsville, OH 44136

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: 07/26/2023

**CHANGE ORDER INFORMATION:**  
Change Order Number: 010  
Date: April 12, 2024

**OWNER: (Name and address)**  
City of Strongsville  
16099 Foltz Parkway  
Strongsville, OH 44149

**ARCHITECT: (Name and address)**  
Brandstetter Carroll, Inc.  
1220 West Sixth Street, Suite 300  
Cleveland, OH 44113

**CONTRACTOR: (Name and address)**  
Gilbane Building Company  
950 Main Avenue, Suite 1410  
Cleveland, OH 44113

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

- COR-10: Garage and Pavilion Post Footers \$18,746.00
- COR-13: Splashpad Electrical \$23,924.00
- COR-14: Court Surface Color \$1,851.00
- COR-15R1: Sitework revisions and concrete paving credit (\$28,424.00)
- COR-16: Additional Surveying \$2,289.00

The original Contract Sum was	\$ 8,901,779.00
The net change by previously authorized Change Orders	\$ 569,010.00
The Contract Sum prior to this Change Order was	\$ 9,470,789.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 18,386.00
The new Contract Sum including this Change Order will be	\$ 9,489,175.00

The Contract Time will be unchanged by zero (0) days.  
The new date of Substantial Completion will be 08/09/2024

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Brandstetter Carroll, Inc.  
 ARCHITECT (Firm name)  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 Nancy Nozik, Vice President  
 PRINTED NAME AND TITLE  
 \_\_\_\_\_  
 DATE 4-12-2024

CONTRACTOR (Firm name)  
 \_\_\_\_\_  
 DIGITALLY signed by Dan Focht  
 DN: C=US,  
 E=dfocht@gilbaneco.com,  
 O=Gilbane Building Company, OU=Project Manager, CN=Dan Focht  
 Date: 2024.04.16  
 \_\_\_\_\_  
 PRINTED NAME AND TITLE  
 \_\_\_\_\_  
 DATE

OWNER (Firm name)  
 \_\_\_\_\_  
 SIGNATURE  
 \_\_\_\_\_  
 PRINTED NAME AND TITLE  
 \_\_\_\_\_  
 DATE

EXA





# AIA® Document G701® – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Strongsville Town Center 18100 Royalton Road Strongsville, OH 44136	<b>CONTRACT INFORMATION:</b> Contract For: General Construction Date: 07/26/2023	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 011 Date: April 30, 2024
<b>OWNER:</b> <i>(Name and address)</i> City of Strongsville 16099 Foltz Parkway Strongsville, OH 44149	<b>ARCHITECT:</b> <i>(Name and address)</i> Brandstetter Carroll, Inc. 1220 West Sixth Street, Suite 300 Cleveland, OH 44113	<b>CONTRACTOR:</b> <i>(Name and address)</i> Gilbane Building Company 950 Main Avenue, Suite 1410 Cleveland, OH 44113

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

- COR-17: Fireplace revisions and electrical/data conduits: add \$22,535.00
- COR-20R1: Roundabout revisions: add \$12,855.00
- COR-21R1: Fence credit: deduct (\$21,652.00)
- COR-23: Asphalt paving revisions: add \$6,025.00

The original Contract Sum was	\$ 8,901,779.00
The net change by previously authorized Change Orders	\$ 587,396.00
The Contract Sum prior to this Change Order was	\$ 9,489,175.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 19,763.00
The new Contract Sum including this Change Order will be	\$ 9,508,938.00

The Contract Time will be unchanged by zero (0) days.  
The new date of Substantial Completion will be 08/09/2024

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Brandstetter Carroll, Inc.

ARCHITECT *(Firm name)*

*Nancy Nozik*  
SIGNATURE

Nancy Nozik, Vice President

PRINTED NAME AND TITLE

*4-30-2024*  
DATE

CONTRACTOR *(Firm name)*

Digitally signed by Dan Focht  
DN: C=US,  
E=dfocht@gilbaneco.com,  
O=Gilbane Building  
Company, OU=Project  
Manager, CN=Dan Focht  
Date: 2024.04.30  
15:58:23-04'00'

*Daniel Focht*  
PRINTED NAME AND TITLE

DATE

OWNER *(Firm name)*

SIGNATURE

PRINTED NAME AND TITLE

DATE

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 080

By: Mayor Perciak and All Members of Council

**AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF PARK RIDGE CROSSING SUBDIVISION NO. 1, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the plat of Park Ridge Crossing Subdivision No. 1 is being submitted to this Council for review pursuant to Title Four of Part Twelve entitled "Subdivision Regulations" of the Codified Ordinances of the City of Strongsville; and

WHEREAS, Park Ridge Investments, LLC, the owner of said Subdivision, has submitted the subdivision plat (attached hereto as Exhibit "1") to the Planning Commission of the City of Strongsville, and the Planning Commission approved the plat on May 26, 2022, subject to certain conditions which have been substantially satisfied; and

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

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

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

**Section 1.** That pursuant to Section 1228.03 of the City of Strongsville, this Council hereby approves the form of security by the owner, and the terms and conditions of the Agreement between the City and the Owner, attached hereto as Exhibit 2; and it is hereby determined that all of the improvements as shown on the improvement plans on file with the City Engineer and/or required by Section 1228.01 shall be installed in the manner required by the ordinances of the City on or before January 31, 2025.

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

**Section 3.** That subject to the aforesaid Agreement, the Council of the City of Strongsville does hereby approve the subdivision plat submitted by Park Ridge Investments, LLC, owner and developer of Park Ridge Crossing Subdivision No. 1, in the City of Strongsville for recording purposes only.

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

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2024 – 080  
Page 2

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

**Section 6.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville, and to conform to legal requirements. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

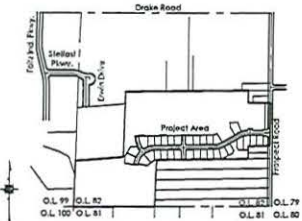
Attest: \_\_\_\_\_  
Clerk of Council

Ord. No. 2024-080 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



# PARK RIDGE CROSSING SUBDIVISION NO. 1

Being a Subdivision of:  
Part of P.P.N. 394-14-001 (Parcel 1 of Lot Split Made for and at the Instance of Tiburon Investments Inc.  
As Shown by Plat Recorded as AFN 202201110607 of Cuyahoga County Records)  
All of P.P.N. 394-14-002 (Land Conveyed to Parkview Custom Homes LLC,  
By Deed Recorded as AFN 3013123000968 of Cuyahoga County Records)  
All of P.P.N. 394-14-011 (Parcel A of Plat of Survey & Property Split  
As Shown by Plat Recorded in Volume 322, Page 95 of Cuyahoga County Map Records)  
And All of P.P.N. 394-14-003 (Parcel D of Plat of Survey & Property Split  
As Shown by Plat Recorded in Volume 322, Page 95 of Cuyahoga County Map Records)  
Situated in the City of Strongsville, County of Cuyahoga and State of Ohio,  
further known as being part of Lot 82 of Original Strongsville Township,  
Being Township Number 5 in the 14th Range of Townships in the Connecticut Western Reserve  
August 29, 2022 Scale 1" = 50'



AREA TABULATION	
AREA IN RIGHT OF WAY	3.8884 ACRES
AREA IN SUBLOTS (31)	10.3492 ACRES
AREA IN BLOCKS (4)	1.1131 ACRES
AREA IN SUBDIVISION 1 TOTAL	15.8507 ACRES
AREA REMAINING LAND	43.6806 ACRES
TOTAL AREA	59.5313 ACRES

Vicinity Map Scale 1" = 800'

### UTILITY EASEMENT:

THE OWNERS OF THE WITHIN PLATTED LAND, DO HEREBY GRANT UNTO THE CITY OF STRONGSVILLE AND TO UTILITIES INCLUDING BUT NOT LIMITED TO, FIRST ENERGY, COLUMBIA GAS, AT&T, SPECTRUM, AND WIDE OPEN WEST, THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS GRANTEE) A PERMANENT UNDERGROUND UTILITY EASEMENT TWELVE (12) FEET IN WIDTH UNDER, OVER AND THROUGH ALL SUBLOTS AS SHOWN HEREIN, PARALLEL WITH AND CONTIGUOUS TO ALL STREET LINES TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT AND RELOCATE SUCH UNDERGROUND ELECTRIC AND COMMUNICATIONS CABLES, DUCTS, CONDUITS, AND SURFACE OR BELOW GROUND MOUNTED TRANSFORMERS AND PEDESTALS, CONCRETE PADS AND OTHER FACILITIES AS ARE DEEMED NECESSARY OR CONVENIENT BY THE GRANTEE FOR DISTRIBUTING ELECTRICITY, NATURAL GAS, AND COMMUNICATION SIGNALS FOR PUBLIC OR PRIVATE USE AT SUCH LOCATIONS AS GRANTEE MAY DETERMINE UPON, WITHIN, AND ACROSS THE EASEMENT PREMISES. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT TO REMOVE TREES AND LANDSCAPING INCLUDING LAWN WITHIN AND WITHOUT SAID EASEMENT PREMISES, WHICH MAY INTERFERE WITH THE INSTALLATION, REPAIR, MAINTENANCE OR OPERATION OF SAID ELECTRIC AND COMMUNICATION FACILITIES, THE RIGHT TO INSTALL, REPAIR, AUGMENT AND MAINTAIN SERVICE CABLES OUTSIDE OF THE ABOVE DESCRIBED EASEMENT PREMISES AND THE RIGHT OF ACCESS, INGRESS AND EGRESS TO AND FROM ANY OF THE WITHIN DESCRIBED PREMISES FOR EXERCISING ANY OF THE PURPOSES OF RIGHT OF WAY AND EASEMENT GRANT. ALL SUBLOTS SHALL BE RESTRICTED TO UNDERGROUND UTILITY SERVICE.

GRANTED BY: \_\_\_\_\_ AGENT FOR PARK RIDGE INVESTMENTS, LLC

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_

ACCEPTED BY FIRST ENERGY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

RIGHT-OF-WAY DIVISION

ACCEPTED BY COLUMBIA GAS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

RIGHT-OF-WAY DIVISION

ACCEPTED BY SPECTRUM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

RIGHT-OF-WAY DIVISION

ACCEPTED BY WIDE OPEN WEST THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

RIGHT-OF-WAY DIVISION

### ACCEPTANCE AND DEDICATION:

BE IT KNOWN THAT THE UNDERSIGNED, \_\_\_\_\_ AGENT FOR PARK RIDGE INVESTMENTS, LLC, HEREBY CERTIFIES THAT THIS PLAN CORRECTLY REPRESENTS ITS PARK RIDGE CROSSING SUBDIVISION NO. 1, A SUBDIVISION OF SUBLOTS 1 THROUGH 31 INCLUSIVE, AND BLOCKS A, B, C, AND D AND DOES HEREBY ACCEPT PLAT OF SAME AND DEDICATE TO PUBLIC USE, AS SUCH, ALL STREETS SHOWN HEREON AND DESIGNATED AS PROSPECT ROAD - THIRTY (30) FEET WIDE, PARK RIDGE CROSSING - SIXTY (60) FEET WIDE, HIDDEN CREEK COURT - SIXTY (60) FEET WIDE, AND NORTH BUCKHORN LANE - (WIDTH VARIES), AND DOES HEREBY GRANT UNTO THE HOMEOWNERS ASSOCIATION WITHIN THE PARK RIDGE CROSSING SUBDIVISION NO. 1: THE EASEMENTS SHOWN HEREON. SAID AREAS ARE NOT GRANTED FOR USE BY THE GENERAL PUBLIC, BUT ARE GRANTED FOR THE COMMON USE AND ENJOYMENT OF THE HOMEOWNERS WITHIN THE PARK RIDGE CROSSING SUBDIVISION NO. 1, AS MORE FULLY PROVIDED IN "THE PARK RIDGE CROSSING SUBDIVISION DECLARATION OF COVENANTS AND RESTRICTIONS", AS RECORDED AS \_\_\_\_\_ OF THE CUYAHOGA COUNTY RECORDS. THE TERMS AND CONDITIONS SET FORTH ARE HEREBY INCORPORATED BY REFERENCE AS THOUGH FULLY WRITTEN HEREIN AND EACH SUBLOT OWNER SHALL BE ENTITLED TO THE BENEFITS AND SUBJECT TO THE OBLIGATIONS THEREOF.

AND DOES HEREBY GRANT TO THE CITY OF STRONGSVILLE, ITS SUCCESSORS AND ASSIGNS THE RIGHT OF ACCESS TO THE EASEMENTS SHOWN HEREON BEYOND THE LIMITS OF THE PUBLIC RIGHT OF WAY, SHOULD THE CITY OF STRONGSVILLE DEEM IT NECESSARY, AND AT THE CITY OF STRONGSVILLE'S SOLE DISCRETION, IN ORDER TO LAY, CONSTRUCT, MAINTAIN, REPLACE, OR REMOVE ITEMS SUCH AS PAVEMENT, STORM SEWER PIPE, SANITARY SEWER PIPE, MANHOLES, DITCHES, SWALES, PLANTINGS AND/OR OTHER DRAINAGE RELATED APPURTENANCES. IT IS UNDERSTOOD THAT THE LONG-TERM INSPECTION & MAINTENANCE OF ALL EASEMENTS ARE FIRST AND FOREMOST THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION AS SET FORTH IN "THE PARK RIDGE CROSSING SUBDIVISION NO. 1 DECLARATION OF COVENANTS AND RESTRICTIONS". THE COST FOR ALL WORK PERFORMED BY THE CITY OF STRONGSVILLE WITHIN SAID EASEMENTS SHALL BE ASSESSED TO THE HOMEOWNERS ASSOCIATION FOR REIMBURSEMENT.

THE UNDERSIGNED FURTHER AGREES THAT ANY USE OF IMPROVEMENTS MADE ON THIS LAND SHALL BE IN CONFORMITY WITH ALL EXISTING VALID ZONING, PLATTING, HEALTH OR OTHER LAWFUL RULES AND REGULATIONS INCLUDING THE APPLICABLE OFF-STREET PARKING AND LOADING REQUIREMENTS OF THE CITY OF AVON, OHIO FOR THE BENEFIT OF THEMSELVES AND ALL OTHER SUBSEQUENT OWNERS OR ASSIGNS TAKING TITLE FROM OR UNDER OR THROUGH THE UNDERSIGNED.

IN WITNESS WHEREOF, \_\_\_\_\_ AGENT FOR PARK RIDGE INVESTMENTS, LLC HAS HERETO SET ITS HAND

AT \_\_\_\_\_, OHIO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

BY: \_\_\_\_\_

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ ) SS:  
BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED, \_\_\_\_\_ WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS THEIR VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL AT \_\_\_\_\_, OHIO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

NOTARY PUBLIC  
THIS IS AN ACKNOWLEDGEMENT CLAUSE. NO OATH OR AFFIRMATION WAS ADMINISTERED TO THE SIGNER.

### WETLAND NOTICE:

VARIOUS LANDS IN THE CITY OF STRONGSVILLE HAVE BEEN IDENTIFIED AS POSSIBLE WETLANDS BY THE U.S. DEPARTMENT OF THE INTERIOR. FEDERAL REGULATIONS EXIST (SECTION 404 OF THE CLEAN WATER ACT - 33 U.S.C. 1344) WHICH MAY PROHIBIT OR LIMIT DEVELOPMENT WITHIN WETLANDS. SIGNIFICANT PENALTIES MAY BE LEVIED BY THE FEDERAL GOVERNMENT FOR VIOLATIONS OF THESE REGULATIONS. PROPERTIES SHOULD BE ANALYZED FOR THE EXISTENCE OF WETLANDS AND A PERMIT MAY BE REQUIRED FROM THE U.S. ARMY CORPS OF ENGINEERS TO WORK ON YOUR LAND.

### FOR FURTHER INFORMATION CONTACT:

U.S. ARMY CORPS OF ENGINEERS, BUFFALO DISTRICT  
ATTN: REGULATORY BRANCH  
1776 NIAGARA STREET  
BUFFALO, NEW YORK 14207-3199  
TELE: (716) 879-4330

ADDITIONALLY, THE ISSUANCE BY THE CITY OF STRONGSVILLE OF A PERMIT FOR WHICH THIS APPLICATION IS MADE DOES NOT RELIEVE YOUR RESPONSIBILITY OF OBTAINING ANY AND ALL OTHER PERMITS AS MAY BE REQUIRED BY FEDERAL, STATE OR LOCAL AUTHORITIES AND TO OTHERWISE ADHERE TO ALL APPLICABLE LAWS. A PORTION OF THE LANDS WITHIN THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE PRELIMINARY JURISDICTIONAL DETERMINATION FOR APPLICATION NO. \_\_\_\_\_ DATED \_\_\_\_\_ ISSUED BY THE U.S. ARMY CORPS OF ENGINEERS, BUFFALO DISTRICT.

ACKNOWLEDGED BY PARK RIDGE INVESTMENTS, LLC

BY: \_\_\_\_\_

### APPROVALS:

THIS PLAT IS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF STRONGSVILLE, OHIO  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

SECRETARY

CHAIRMAN

THIS PLAT IS APPROVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO, FOR RECORD PURPOSES ONLY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ORDINANCE NO. \_\_\_\_\_

CLERK

MAYOR

THIS PLAT IS APPROVED BY THE ENGINEER OF THE CITY OF STRONGSVILLE, OHIO, FOR RECORD PURPOSES ONLY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ORDINANCE NO. \_\_\_\_\_

ENGINEER

THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO, HEREBY ACCEPTS THE DEDICATION OF THE ROADS SHOWN HEREON FOR PUBLIC USE  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ORDINANCE NO. \_\_\_\_\_

CLERK

MAYOR

THE ENGINEER OF THE CITY OF STRONGSVILLE, OHIO, HEREBY ACCEPTS THE DEDICATION OF THE ROADS SHOWN HEREON FOR PUBLIC USE  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_ BY ORDINANCE NO. \_\_\_\_\_

ENGINEER

### MORTGAGE RELEASE:

BE IT KNOWN THAT \_\_\_\_\_ MORTGAGES OF THE LAND INDICATED ON THIS PLAT DOES HEREBY JOIN IN THE ABOVE DEDICATION AND RELEASE FROM THE OPERATION AND LIEN OF THE MORTGAGE HELD BY IT, ON SAID PREMISES AS RECORDED IN DOCUMENT NO. \_\_\_\_\_ AS PROSPECT ROAD - THIRTY (30) FEET WIDE, PARK RIDGE CROSSING - SIXTY (60) FEET WIDE, HIDDEN CREEK COURT - SIXTY (60) FEET WIDE, AND NORTH BUCKHORN LANE - SIXTY (60) FEET WIDE, AND THE EASEMENTS HEREIN GRANTED AND RESERVED.

BY: \_\_\_\_\_

STATE OF OHIO )  
COUNTY OF \_\_\_\_\_ ) SS:

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

NOTARY PUBLIC MY COMMISSION EXPIRES \_\_\_\_\_

THIS IS AN ACKNOWLEDGEMENT CLAUSE. NO OATH OR AFFIRMATION WAS ADMINISTERED TO THE SIGNER.

### SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND PREPARED THE ATTACHED PLAT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 4733-37 OF THE OHIO ADMINISTRATIVE CODE AND THE DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF, ALL OF WHICH ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IRON MONUMENTS OR PINS AS INDICATED WERE FOUND OR SET AS SHOWN HEREON. THE TERM CERTIFY AS USED IN THIS STATEMENT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THE SURVEYOR WHICH IS FORMULATED ON THE BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS REVEALED BY AN EXAMINATION OF THE SAME. ALL IRON PINS SET ARE 3/8" X 30" LONG REBAR WITH A PLASTIC CAP STAMPED "POLARIS". BEARINGS REFER TO THE OHIO COORDINATE SYSTEM OF 1983 - NORTH ZONE 1986 ADJUSTMENT.

*Michael P. Spellacy* 08/29/2022  
MICHAEL P. SPELLACY P.S., #8169 DATE



REV. NO.	DATE	BY	DATE: 08/29/22, DRAWN: MDS
			SCALE: HOR: 1"= 200', VERT: 1"= 100'
			FOLDER: 0819/Plat_Surveying
			FILENAME: Survey Plat
			TAB: 01-RECORDS PLAT
			BNDY, CHK: XXX:xxxxx22bx
			BASE, CHK: XXX:xxxxx22bx

## COVER SHEET



POLARIS ENGINEERING & SURVEYING, INC.  
34600 CHARDON ROAD - SUITE D  
WILLOUGHBY HILLS, OHIO 44094  
(440) 944-4433 (440) 944-3722 (fax)  
www.polaris-es.com

## PARK RIDGE CROSSING SUBDIVISION NO. 1

CITY OF STRONGSVILLE - CUYAHOGA COUNTY - OHIO

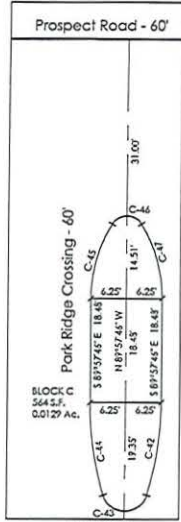
CONTRACT NO.	
22009	
SHEET	OF
01	10

EX.1

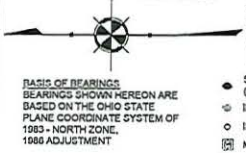
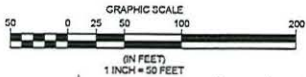




PARCEL CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C42	16.74'	57.50'	16°40'33"	16.66'	S81°37'27"E	8.43'
C43	10.24'	4.00'	146°38'54"	7.66'	S0°02'14"W	13.35'
C44	16.74'	57.50'	16°40'33"	16.66'	S81°41'58"W	8.43'
C45	13.76'	25.00'	31°32'25"	13.59'	N74°11'33"W	7.06'
C46	6.12'	3.00'	114°55'10"	5.11'	N0°02'14"E	4.89'
C47	13.76'	25.00'	31°32'25"	13.59'	N74°16'02"E	7.06'



Detail Block C  
Scale 1" = 10'



**Boundary Survey Legend**

- 5/8" X 30" IRON PIN (ID: POLARIS) SET
- IRON PIN FOUND AS NOTED
- ⊖ IRON PIPE FOUND AS NOTED
- ⊠ MONUMENT BOX FOUND AS NOTED

H.O.A. STORMWATER MANAGEMENT EASEMENT (See Page 6)

**MATCH LINE**

PARCEL 1  
P.P.N. 394-14-014  
Park Ridge Investments, LLC  
A.F.N. 43.6733 Acres Remaining  
(See Page 6)

PARCEL CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C1	135.44'	250.00'	31°02'24"	133.79'	S74°31'02"W	69.43'
C2	130.92'	250.00'	30°00'21"	129.43'	N74°00'00"E	67.00'
C3	386.24'	270.00'	81°57'45"	354.14'	S48°01'19"W	234.55'
C4	176.59'	270.00'	37°28'25"	173.46'	S70°15'58"W	91.58'
C5	209.65'	270.00'	44°29'20"	204.42'	S29°17'06"W	110.43'
C6	227.33'	350.00'	37°12'49"	223.35'	S19°51'49"E	117.83'
C7	39.27'	25.00'	90°00'00"	35.36'	N45°02'14"E	25.00'
C8	41.11'	100.00'	23°33'06"	40.82'	S78°15'41"W	20.85'
C9	20.55'	50.00'	23°33'06"	20.41'	N78°15'41"W	10.42'
C10	39.27'	25.00'	90°00'00"	35.36'	S44°57'46"E	25.00'
C11	37.72'	25.00'	86°27'23"	34.25'	N43°15'56"E	23.50'
C12	79.66'	280.00'	16°18'19"	79.41'	S78°20'28"W	40.11'
C13	54.67'	280.00'	11°11'28"	54.60'	S44°30'34"W	27.43'
C14	115.21'	220.00'	30°00'21"	113.90'	N74°00'00"E	58.94'
C15	39.47'	25.00'	90°27'57"	35.50'	S45°45'51"E	25.20'
C16	39.07'	25.00'	89°32'03"	35.21'	N44°14'09"E	24.80'
C17	93.53'	300.00'	17°51'46"	93.15'	S79°58'50"W	47.15'
C18	54.19'	300.00'	10°21'00"	54.12'	S65°52'27"W	27.17'
C19	38.00'	25.00'	87°05'46"	34.45'	S75°45'10"E	23.76'
C20	9.81'	375.00'	1°29'57"	9.81'	S32°57'15"E	4.91'
C21	33.44'	25.00'	76°37'49"	31.00'	N4°36'40"E	19.75'
C22	82.49'	300.00'	15°45'15"	82.23'	S35°02'57"W	41.51'
C23	105.41'	300.00'	20°07'54"	104.87'	S17°06'23"W	53.25'
C24	15.81'	240.00'	3°46'28"	15.81'	S8°55'40"W	7.91'
C25	159.57'	240.00'	30°05'38"	156.64'	S29°51'43"W	82.86'
C26	157.45'	240.00'	37°35'19"	154.64'	S67°42'11"W	81.68'
C27	10.50'	240.00'	2°30'20"	10.49'	S87°45'01"W	5.25'
C28	39.27'	25.00'	90°00'00"	35.36'	N45°59'49"W	25.00'
C29	39.27'	25.00'	90°00'00"	35.36'	S44°00'11"W	25.00'
C30	63.82'	280.00'	13°03'30"	63.69'	N82°28'26"E	32.00'
C31	74.51'	280.00'	15°14'52"	74.30'	N49°19'15"E	37.48'
C32	8.31'	280.00'	1°41'58"	8.31'	N59°50'49"E	4.15'
C33	57.51'	220.00'	14°58'44"	57.35'	S66°29'12"W	28.92'
C34	61.67'	220.00'	16°03'41"	61.47'	S82°00'24"W	31.04'
C35	20.55'	50.00'	23°33'06"	20.41'	N78°11'13"W	10.42'
C36	7.52'	100.00'	4°18'35"	7.52'	S68°33'57"E	3.76'
C37	33.58'	100.00'	19°14'31"	33.43'	S80°20'30"E	16.95'
C38	39.27'	25.00'	90°00'00"	35.36'	N45°57'46"W	25.00'
C39	175.43'	325.00'	30°55'40"	173.31'	S16°44'27"E	89.91'
C40	151.35'	375.00'	23°07'27"	150.32'	S12°48'06"E	76.72'
C41	51.32'	375.00'	7°50'28"	51.28'	S28°17'03"E	25.70'



DATE: 08/20/22, DRAWN: MDS  
 SCALE: HOR: 1" = 50', VERT: 1" = 20'  
 FOLDER: DWG\08\08\_Survey\0822  
 FILENAME: 0822\0822\_Plat  
 TAB: 03-RECORD PLAT  
 BNDY\_CHK: XXX\mde\0822  
 BASE\_CHK: XXX\mde\0822

**RECORD PLAT**



POLARIS ENGINEERING & SURVEYING, INC.  
 3460 CHADON ROAD - SUITE D  
 WILLOUGHBY HILLS, OHIO 44094  
 (440) 944-4433 (440) 944-3722 (Fax)  
 www.polaris-es.com

**PARK RIDGE CROSSING  
 SUBDIVISION NO. 1**

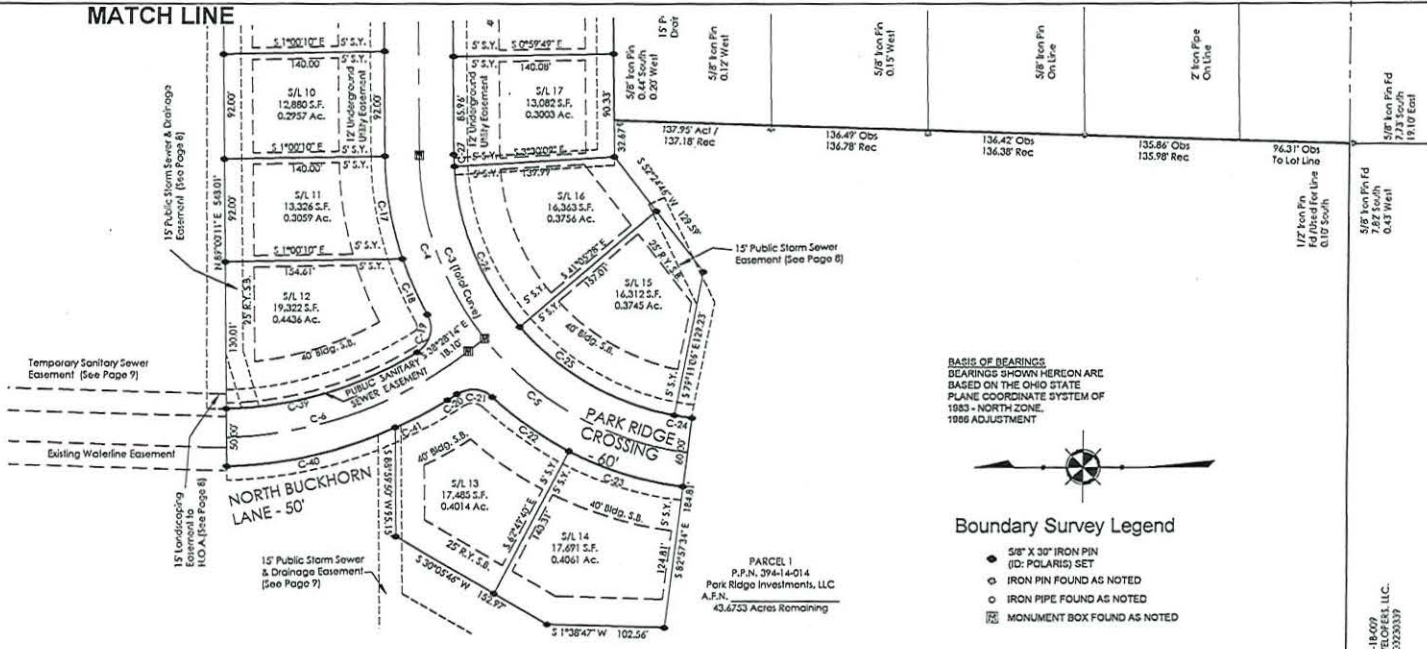
CITY OF STRONGSVILLE - CUYAHOGA COUNTY - OHIO

CONTRACT NO.	
22009	
SHEET	OF
03	10



MATCH LINE

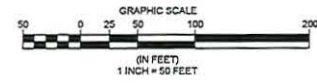
PARCEL CURVATURE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C1	135.44	250.00	31°02'24"	133.79	S74°31'02"W	69.43
C2	130.92	250.00	30°00'21"	129.43	N74°00'00"E	67.00
C3	386.24	270.00	81°57'43"	354.14	S48°01'19"W	234.55
C4	176.59	270.00	37°28'25"	173.45	S70°15'55"W	91.58
C5	209.65	270.00	44°29'20"	204.42	S29°17'06"W	110.43
C6	227.33	350.00	37°12'49"	223.35	S19°51'49"E	117.83
C7	39.27	25.00	90°00'00"	35.36	N45°02'14"E	25.00
C8	41.11	100.00	23°33'06"	40.82	S70°15'41"W	20.85
C9	20.55	50.00	23°33'06"	20.41	N78°15'41"E	10.42
C10	39.27	25.00	90°00'00"	35.36	S44°57'46"E	25.00
C11	37.72	25.00	86°27'23"	34.25	N43°15'56"E	23.50
C12	79.68	200.00	16°18'19"	79.41	S78°20'28"W	40.11
C13	54.69	280.00	11°11'28"	54.60	S44°35'34"W	27.43
C14	115.21	220.00	30°00'21"	113.90	N74°00'00"E	58.96
C15	39.47	25.00	90°27'37"	35.50	S45°45'51"E	25.20
C16	39.07	25.00	89°32'03"	35.21	N44°14'09"E	24.80
C17	93.53	300.00	17°51'46"	93.15	S79°58'50"W	47.15
C18	54.19	300.00	10°21'00"	54.12	S65°52'27"W	27.17
C19	38.00	25.00	87°05'46"	34.45	S75°45'10"E	23.76
C20	9.81	375.00	1°29'57"	9.81	S32°57'51"E	4.91
C21	33.44	25.00	76°37'49"	31.00	N47°36'40"E	19.75
C22	82.49	300.00	15°45'15"	82.23	S35°02'57"W	41.51
C23	105.41	300.00	20°07'54"	104.87	S17°06'23"W	53.25
C24	15.81	240.00	3°46'28"	15.81	S85°54'40"W	7.91
C25	159.57	240.00	38°05'38"	156.64	S29°51'43"W	82.86
C26	157.45	240.00	37°35'19"	154.64	S47°42'11"W	81.68
C27	10.50	240.00	2°59'20"	10.49	S87°45'01"W	5.25
C28	39.27	25.00	90°00'00"	35.36	N45°59'49"W	25.00
C29	39.27	25.00	90°00'00"	35.36	S44°00'11"W	25.00
C30	63.82	280.00	13°03'30"	63.66	N82°28'26"E	32.05
C31	74.51	280.00	15°14'52"	74.30	N68°19'15"E	37.48
C32	8.31	280.00	1°41'58"	8.31	N59°50'49"E	4.15
C33	57.51	220.00	14°58'44"	57.35	S66°29'12"W	28.92
C34	61.67	220.00	16°03'41"	61.47	S87°00'24"W	31.04
C35	20.55	50.00	23°33'06"	20.41	N78°15'41"E	10.42
C36	7.52	100.00	4°18'35"	7.52	S68°33'57"E	3.76
C37	33.58	100.00	19°14'31"	33.43	S80°20'37"E	16.95
C38	39.27	25.00	90°00'00"	35.36	N44°57'46"W	25.00
C39	175.43	325.00	30°55'40"	173.31	S16°44'27"E	89.91
C40	151.35	375.00	23°07'27"	150.32	S12°48'06"E	76.72
C41	51.32	375.00	7°50'28"	51.28	S28°17'03"E	25.70



BASIS OF BEARINGS  
BEARINGS SHOWN HEREON ARE  
BASED ON THE OHIO STATE  
PLANE COORDINATE SYSTEM OF  
1983 - NORTH ZONE,  
1988 ADJUSTMENT



- Boundary Survey Legend**
- 5/8" X 3/32" IRON PIN (ID: POLARIS) SET
  - IRON PIN FOUND AS NOTED
  - IRON PIPE FOUND AS NOTED
  - ▣ MONUMENT BOX FOUND AS NOTED



PARCEL 1  
P.P.N. 394-14-014  
Park Ridge Investments, LLC  
A.F.N.  
43.6753 Acres Remaining

P.P.N. 324-18-007  
NORTH STAR DEVELOPERS, LLC  
A.F.N. 280329337

DATE: 08/20/22, DRAWING: MDS  
SCALE: HOR. 1"=50', VERT. 1"=20'  
FOLDER: 2020\08\01\_Survey\01  
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TAB: 04-RECORD PLAT  
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BASEL, CHK: XXX\of\of\22\oc

RECORD PLAT



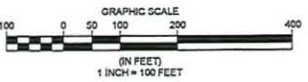
POLARIS ENGINEERING & SURVEYING, INC.  
34600 CHARDON ROAD - SUITE D  
WILLOUGHBY HILLS, OHIO 44094  
(440) 944-4433 (640) 944-3722 (Fax)  
www.polarisus.com

**PARK RIDGE CROSSING  
SUBDIVISION NO. 1**

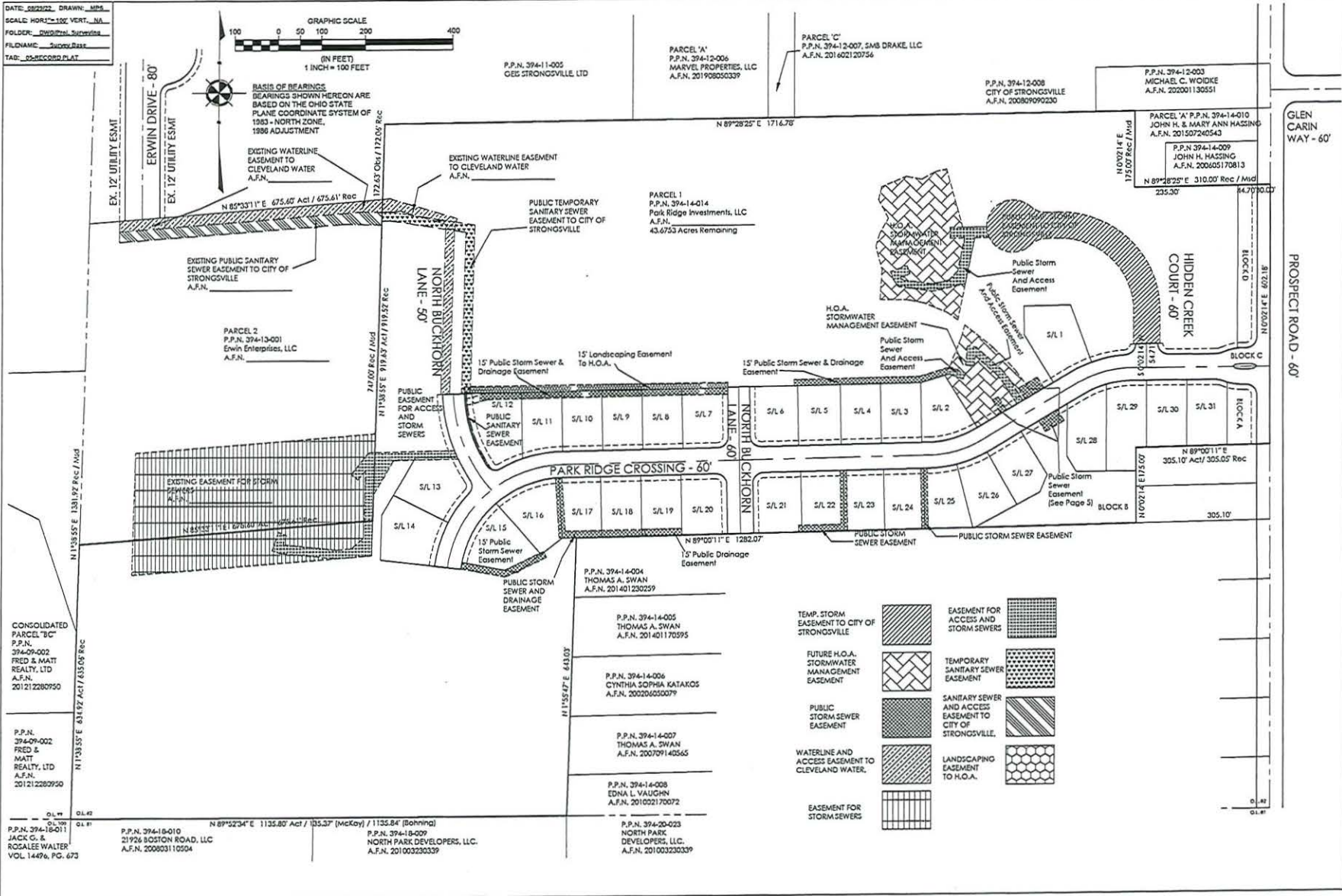
CITY OF STRONGSVILLE - CUYAHOGA COUNTY - OHIO

CONTRACT No.	
22009	
SHEET	OF
04	10

DATE: 08/22/22, DRAWN: MRS.  
 SCALE: HORIZ=1"=100', VERT. NA  
 FOLDER: DWG/Plat Surveys/08  
 FILENAME: Survey Plat  
 TAB: 05-RECORD PLAT



BASIS OF BEARINGS  
 BEARINGS SHOWN HEREON ARE  
 BASED ON THE OHIO STATE  
 PLANE COORDINATE SYSTEM OF  
 1983 - NORTH ZONE,  
 1986 ADJUSTMENT



TEMP. STORM EASEMENT TO CITY OF STRONGSVILLE		EASEMENT FOR ACCESS AND STORM SEWERS	
FUTURE H.O.A. STORMWATER MANAGEMENT EASEMENT		TEMPORARY SANITARY SEWER EASEMENT	
PUBLIC SANITARY SEWER EASEMENT		SANITARY SEWER AND ACCESS EASEMENT TO CITY OF STRONGSVILLE	
WATERLINE AND ACCESS EASEMENT TO CLEVELAND WATER		LANDSCAPING EASEMENT TO H.O.A.	
EASEMENT FOR STORM SEWERS			

CONSOLIDATED PARCEL "BC"  
 P.P.N. 394-09-002  
 FRED & MATT REALTY, LTD  
 A.F.N. 201212280950

P.P.N. 394-09-002  
 FRED & MATT REALTY, LTD  
 A.F.N. 201212280950

P.P.N. 394-18-010  
 JACK G. & ROSALEE WALTER  
 VGL 14476, PG. 673

P.P.N. 394-18-010  
 21926 BOSTON ROAD, LLC  
 A.F.N. 200803110504

P.P.N. 394-18-009  
 NORTH PARK DEVELOPERS, LLC.  
 A.F.N. 201003230339

P.P.N. 394-20-023  
 NORTH PARK DEVELOPERS, LLC.  
 A.F.N. 201003230339

P.P.N. 394-14-004  
 THOMAS A. SWAN  
 A.F.N. 201401230259

P.P.N. 394-14-005  
 THOMAS A. SWAN  
 A.F.N. 201401170595

P.P.N. 394-14-026  
 CYNTHIA SOPHIA KATAKOS  
 A.F.N. 200206050079

P.P.N. 394-14-027  
 THOMAS A. SWAN  
 A.F.N. 200709140565

P.P.N. 394-14-028  
 EDNA L. VAUGHN  
 A.F.N. 201002170072

P.P.N. 394-14-005  
 GEG STRONGSVILLE, LTD

PARCEL 'A'  
 P.P.N. 394-12-006  
 MARVEL PROPERTIES, LLC  
 A.F.N. 201908050339

PARCEL 'C'  
 P.P.N. 394-12-007, SWS DRAKE, LLC  
 A.F.N. 201602120756

P.P.N. 394-12-008  
 CITY OF STRONGSVILLE  
 A.F.N. 200809092320

P.P.N. 394-12-003  
 MICHAEL C. WOIJKE  
 A.F.N. 202001130551

PARCEL 'A' P.P.N. 394-14-010  
 JOHN H. & MARY ANN HASSING  
 A.F.N. 201507240543

P.P.N. 394-14-009  
 JOHN H. HASSING  
 A.F.N. 200405170813

**PARK RIDGE CROSSING  
 SUBDIVISION NO. 1**  
 CITY - COUNTY - STATE

FOURIS ENGINEERING & SURVEYING, INC.  
 16500 DUNDON ROAD - SUITE D  
 WILLOUGHBY HILLS, OHIO 44095  
 TEL: 440.944.1111 FAX: 440.944.1111  
 www.fouris.com



**RECORD PLAT  
 EASEMENTS**

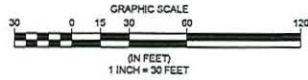
CONTRACT NO.

**22009**

SHEET	OF
05	10



DATE: 09/22/22 DRAWN: MFS  
 SCALE: HORIZ: 1"=30' VERT: N8  
 FOLDER: DWG/Plat Surveys  
 FILENAME: Survey Base  
 TAB: 06-RECORD PLAT



**BASIS OF BEARINGS**  
 BEARINGS SHOWN HEREON ARE  
 BASED ON THE OHIO STATE  
 PLANE COORDINATE SYSTEM OF  
 1983 - NORTH ZONE,  
 1986 ADJUSTMENT



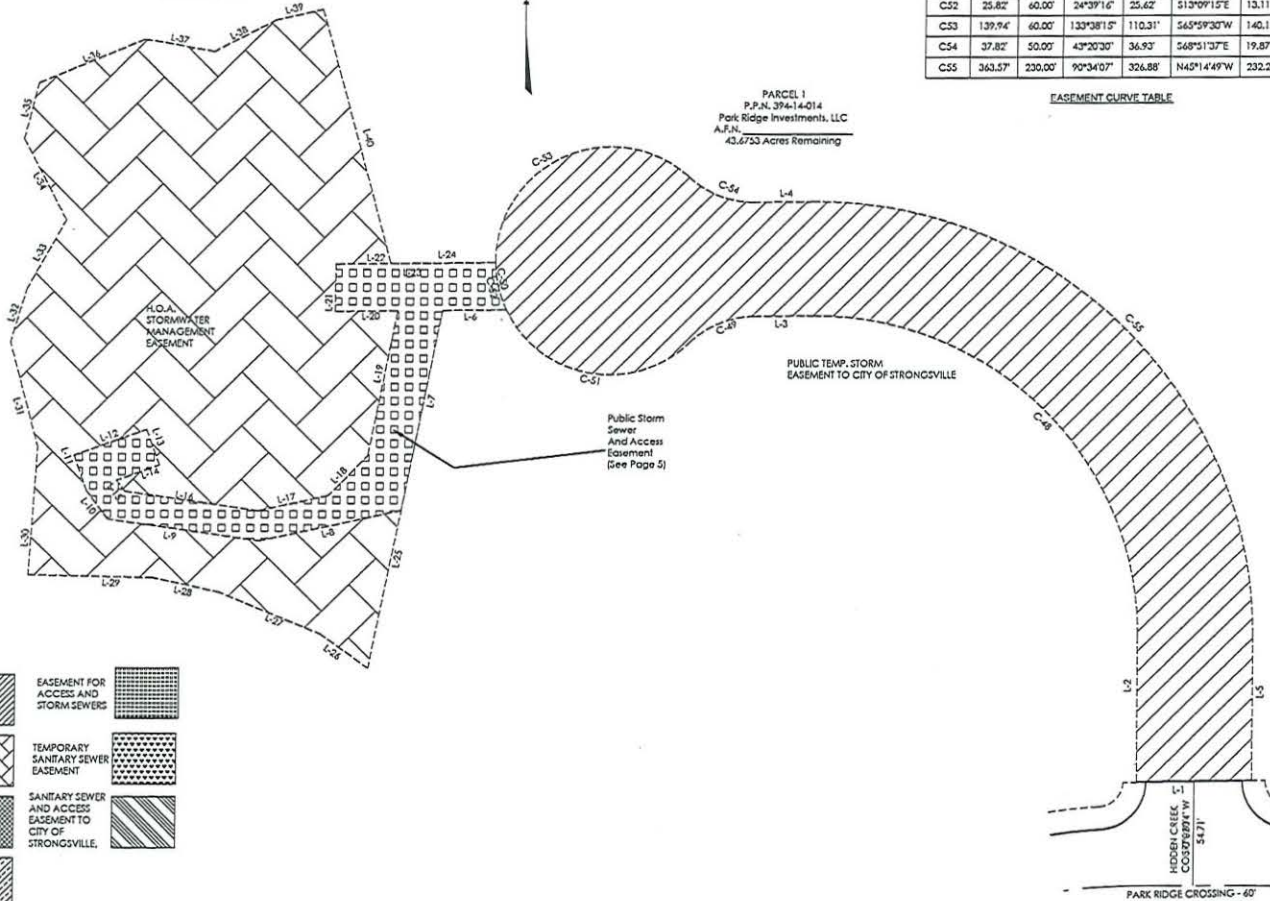
PARCEL 1  
 P.P.N. 396-14-014  
 Park Ridge Investments, LLC  
 A.F.N.  
 43.6753 Acres Remaining

PARCEL CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C48	268.72'	170.00'	90°34'07"	241.61'	N45°14'49"W	171.70'
C49	37.82'	50.00'	43°20'30"	36.93'	S67°47'52"W	19.87'
C50	279.27'	60.00'	266°41'01"	87.27'	S0°31'53"E	63.58'
C51	113.51'	60.00'	108°23'30"	97.32'	S79°40'38"E	83.18'
C52	25.82'	60.00'	24°39'16"	25.62'	S13°09'15"E	13.11'
C53	139.94'	60.00'	133°38'15"	110.31'	S65°59'30"W	140.12'
C54	37.82'	50.00'	43°20'30"	36.93'	S69°51'37"E	19.87'
C55	363.57'	230.00'	90°34'07"	326.88'	N45°14'49"W	232.29'

EASEMENT CURVE TABLE

PARCEL LINE TABLE		
LINE	LENGTH	DIRECTION
L1	60.01'	S89°08'44"W
L2	77.61'	S0°02'14"W
L3	30.23'	N89°28'07"E
L4	30.23'	S89°28'07"W
L5	76.67'	N0°02'14"E
L6	33.33'	S89°28'07"W
L7	107.68'	S11°13'39"W
L8	75.82'	S77°22'17"W
L9	60.40'	N81°39'18"W
L10	18.68'	N34°39'18"W
L11	20.00'	N19°47'06"W
L12	40.50'	N70°12'54"E
L13	20.00'	S19°47'06"E
L14	23.87'	S70°17'44"W
L15	7.20'	S36°39'18"E
L16	70.81'	S81°39'18"E
L17	37.30'	N77°23'15"E
L18	29.47'	N44°18'27"E
L19	77.98'	N11°13'39"E
L20	32.90'	S89°28'07"W
L21	25.01'	N0°37'24"E
L22	26.63'	N89°28'07"E
L23	83.62'	N89°28'07"E
L24	54.89'	S89°28'07"W
L25	194.00'	N11°13'39"E
L26	31.13'	S53°57'46"E
L27	57.60'	S67°21'46"E
L28	35.30'	S77°33'55"E
L29	65.30'	S88°50'08"E
L30	68.85'	S3°43'46"W
L31	56.87'	S15°00'00"E
L32	29.57'	S16°25'58"W
L33	41.39'	S29°26'49"W
L34	48.45'	S27°41'22"E
L35	30.53'	S14°07'10"W
L36	60.16'	S67°30'06"W
L37	36.98'	N80°00'00"W
L38	35.97'	S62°27'47"W
L39	25.44'	S76°41'24"W
L40	138.96'	N15°16'41"W

EASEMENT LINE TABLE



- TEMP. STORM EASEMENT TO CITY OF STRONGVILLE
- FUTURE H.O.A. STORMWATER MANAGEMENT EASEMENT
- PUBLIC STORM SEWER EASEMENT
- WATERLINE AND ACCESS EASEMENT TO CLEVELAND WATER
- EASEMENT FOR STORM SEWERS
- EASEMENT FOR ACCESS AND STORM SEWERS
- TEMPORARY SANITARY SEWER EASEMENT
- SANITARY SEWER AND ACCESS EASEMENT TO CITY OF STRONGVILLE

**PARK RIDGE CROSSING  
 SUBDIVISION NO. 1**

CITY - COUNTY - STATE

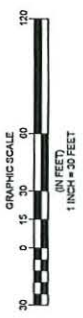
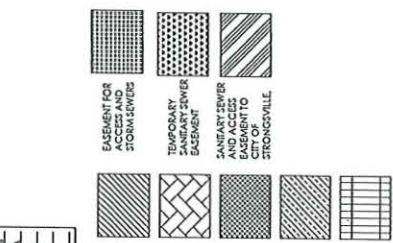
POLARIS ENGINEERING & SURVEYING, INC.  
 3400 CHORWOOD ROAD - SUITE 100  
 WILLOUGHBY HILLS, OHIO 44092  
 TEL: 440.944.1111 FAX: 440.944.1112  
 www.polaris-es.com



**RECORD PLAT  
 EASEMENT DETAIL**

CONTRACT NO.	
22009	
SHEET	OF
06	10

DATE: 02/22/24 DRAWN: MSL  
 SCALE: HORIZONTAL VERT. 1/8" = 10' 1/4" = 20'  
 FOLDER: Digital/3102018  
 PLANNAME: 3102018.dwg  
 TAB: RECORD.PLAN

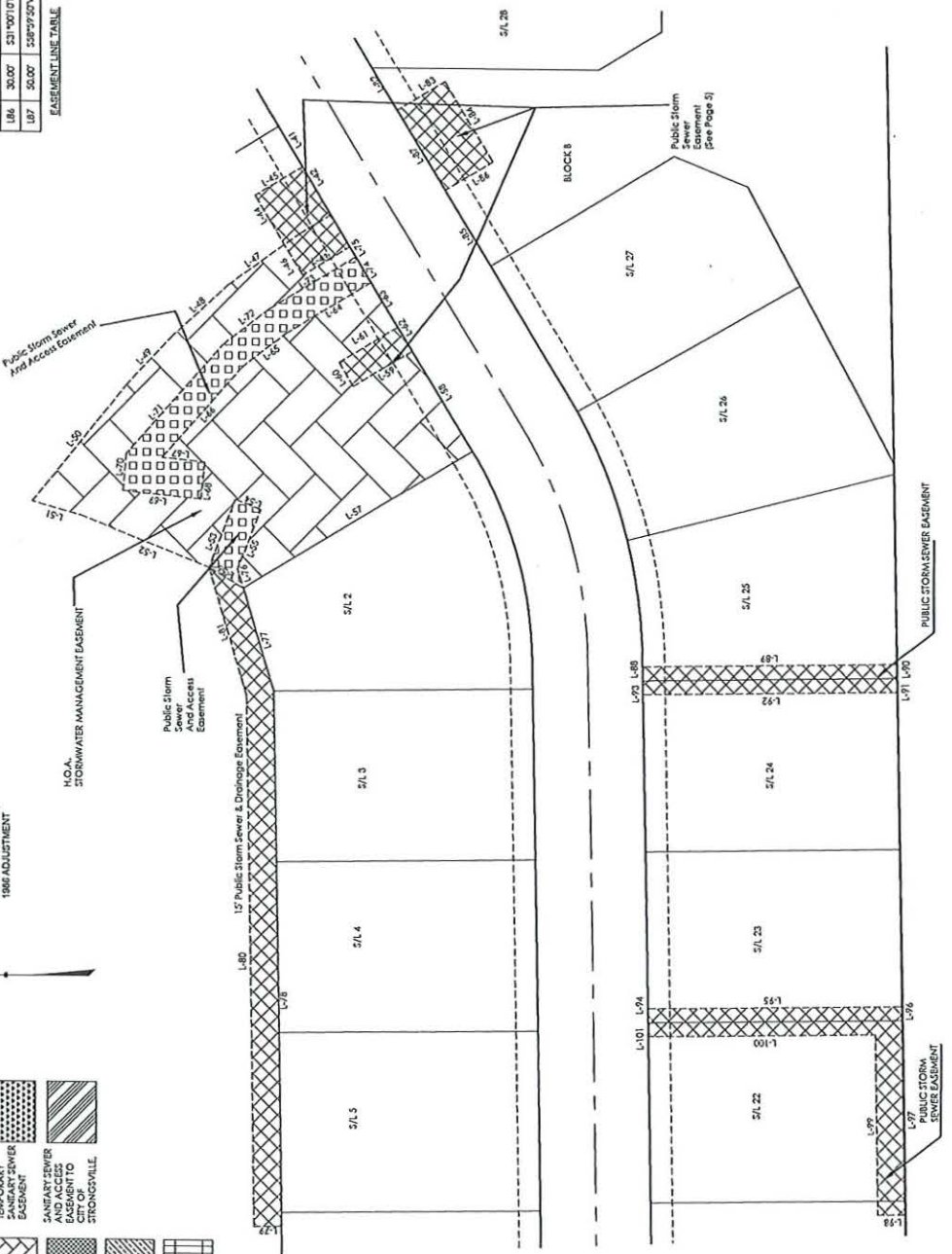


BASE OF REFERENCE FOR ALL DIMENSIONS ARE BASED ON THE OHIO STATE PLANE COORDINATE SYSTEM OF 1983 NORTH ZONE, 1984 ADJUSTMENT.

LINE	LENGTH	DIRECTION
L81	24.37	S58°59'50"W
L82	30.00	N31°00'10"W
L83	50.00	N8°59'50"E
L84	50.00	N8°59'50"E
L85	47.35	S58°59'50"W
L86	30.00	S31°00'10"E
L87	50.00	S58°59'50"W

LINE	LENGTH	DIRECTION
L88	19.15	N8°59'50"E
L89	37.74	S30°51'42"E
L90	41.99	S42°02'58"E
L91	33.77	S44°29'40"E
L92	81.71	S50°46'45"E
L93	26.24	N15°45'54"E
L94	74.67	N21°22'47"E
L95	39.58	N8°18'55"W
L96	15.00	N21°41'02"E
L97	21.93	N8°02'49"E
L98	144.71	N31°00'10"W
L99	37.00	N31°00'10"W
L100	15.00	N58°59'50"E
L101	37.00	S31°00'10"E
L102	15.00	S58°59'50"W
L103	27.99	S58°59'50"W
L104	53.80	N31°00'10"W
L105	29.72	N27°11'23"W
L106	64.67	N48°09'20"W
L107	23.37	S5°36'41"W
L108	20.00	N8°21'11"W
L109	43.15	N5°28'41"E
L110	20.00	S8°21'11"E
L111	79.84	S48°09'20"E
L112	32.13	S37°11'23"E
L113	54.66	S31°00'10"E
L114	16.00	S58°59'50"W
L115	6.29	S58°59'50"W
L116	10.76	N78°09'20"E
L117	37.67	S78°09'20"E
L118	286.51	S8°00'11"W
L119	15.00	N2°59'49"W
L120	284.47	N8°00'11"E
L121	71.59	N78°09'20"E

LINE	LENGTH	DIRECTION
L122	30.00	N31°00'10"W
L123	50.00	N8°59'50"E
L124	50.00	N8°59'50"E
L125	47.35	S58°59'50"W
L126	30.00	S31°00'10"E
L127	50.00	S58°59'50"W
L128	19.15	N8°59'50"E
L129	37.74	S30°51'42"E
L130	41.99	S42°02'58"E
L131	33.77	S44°29'40"E
L132	81.71	S50°46'45"E
L133	26.24	N15°45'54"E
L134	74.67	N21°22'47"E
L135	39.58	N8°18'55"W
L136	15.00	N21°41'02"E
L137	21.93	N8°02'49"E
L138	144.71	N31°00'10"W
L139	37.00	N31°00'10"W
L140	15.00	N58°59'50"E
L141	37.00	S31°00'10"E
L142	15.00	S58°59'50"W
L143	27.99	S58°59'50"W
L144	53.80	N31°00'10"W
L145	29.72	N27°11'23"W
L146	64.67	N48°09'20"W
L147	23.37	S5°36'41"W
L148	20.00	N8°21'11"W
L149	43.15	N5°28'41"E
L150	20.00	S8°21'11"E
L151	79.84	S48°09'20"E
L152	32.13	S37°11'23"E
L153	54.66	S31°00'10"E
L154	16.00	S58°59'50"W
L155	6.29	S58°59'50"W
L156	10.76	N78°09'20"E
L157	37.67	S78°09'20"E
L158	286.51	S8°00'11"W
L159	15.00	N2°59'49"W
L160	284.47	N8°00'11"E
L161	71.59	N78°09'20"E



LINE	LENGTH	DIRECTION
L162	7.50	N8°00'11"E
L163	140.00	S2°59'49"E
L164	7.50	S8°00'11"W
L165	7.50	S8°00'11"W
L166	140.00	N2°59'49"W
L167	7.50	N8°00'11"E
L168	140.00	S2°59'49"E
L169	7.50	S8°00'11"W
L170	7.50	S8°00'11"W
L171	140.00	N2°59'49"W
L172	7.50	N8°00'11"E
L173	15.00	N2°59'49"W
L174	97.00	N8°00'11"E
L175	15.00	N2°59'49"W
L176	7.50	N8°00'11"E
L177	7.50	N8°00'11"E

LINE	LENGTH	DIRECTION
L178	7.50	N8°00'11"E
L179	7.50	N8°00'11"E

PARK RIDGE CROSSING  
 SUBDIVISION NO. 1  
 CITY - COUNTY - STATE

POLARIS ENGINEERING & SURVEYING, INC.  
 1500 CHAMBERLAIN ROAD - SUITE 100  
 WILLOUGHBY HILLS, OHIO 44094  
 (440) 944-3122 FAX  
 www.polaris-es.com

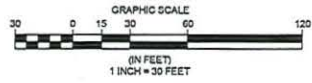


RECORD PLAN  
 EASEMENT DETAIL

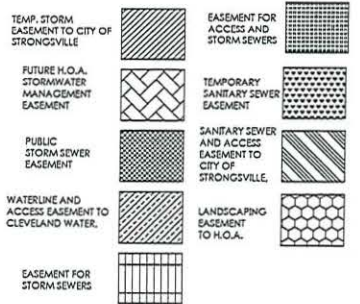
CONTRACT NO. 22009  
 SHEET 07 OF 10



DATE: 09/20/22, DRAWN: MFS  
 SCALE: HOR: 1"=100', VERT: 1"=40'  
 FOLDER: DWG/Proj\_Surveying  
 FILENAME: Survey\_Base  
 TAB: 08-RECORDED PLAT



BASIS OF BEARINGS  
 BEARINGS SHOWN HEREON ARE  
 BASED ON THE OHIO STATE  
 PLANE COORDINATE SYSTEM OF  
 1983 - NORTH ZONE,  
 1986 ADJUSTMENT



PARCEL CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C64	16.70'	25.00'	38°16'46"	14.39'	S51°20'39"E	8.68'
C65	188.20'	320.00'	33°41'51"	185.50'	S18°07'48"E	96.91'
C66	175.43'	325.00'	30°55'40"	173.31'	S18°44'27"E	89.91'

SANITARY SEWER EASEMENT CURVE TABLE

PARCEL LINE TABLE		
LINE	LENGTH	DIRECTION
L102	13.12'	N0°21'05"W
L103	105.75'	S89°28'07"W
L104	496.01'	S89°00'11"W
L105	0.59'	N1°38'47"E
L106	603.59'	N89°28'07"E
L107	15.00'	S0°59'49"E
L108	84.50'	S89°00'11"W
L109	15.00'	N0°59'57"W
L110	84.50'	N89°00'03"E
L111	197.33'	S89°00'03"W
L112	139.55'	N3°30'09"W
L113	125.19'	S3°30'09"E
L114	182.98'	N89°00'03"E
L115	15.00'	N25°34'14"W
L116	104.16'	N64°25'46"E
L117	99.23'	N64°25'46"E
L118	103.81'	S79°11'06"E
L119	99.33'	S79°11'06"E

PARCEL LINE TABLE		
LINE	LENGTH	DIRECTION
L120	5.00'	N89°00'11"E
L121	20.04'	S89°00'11"W

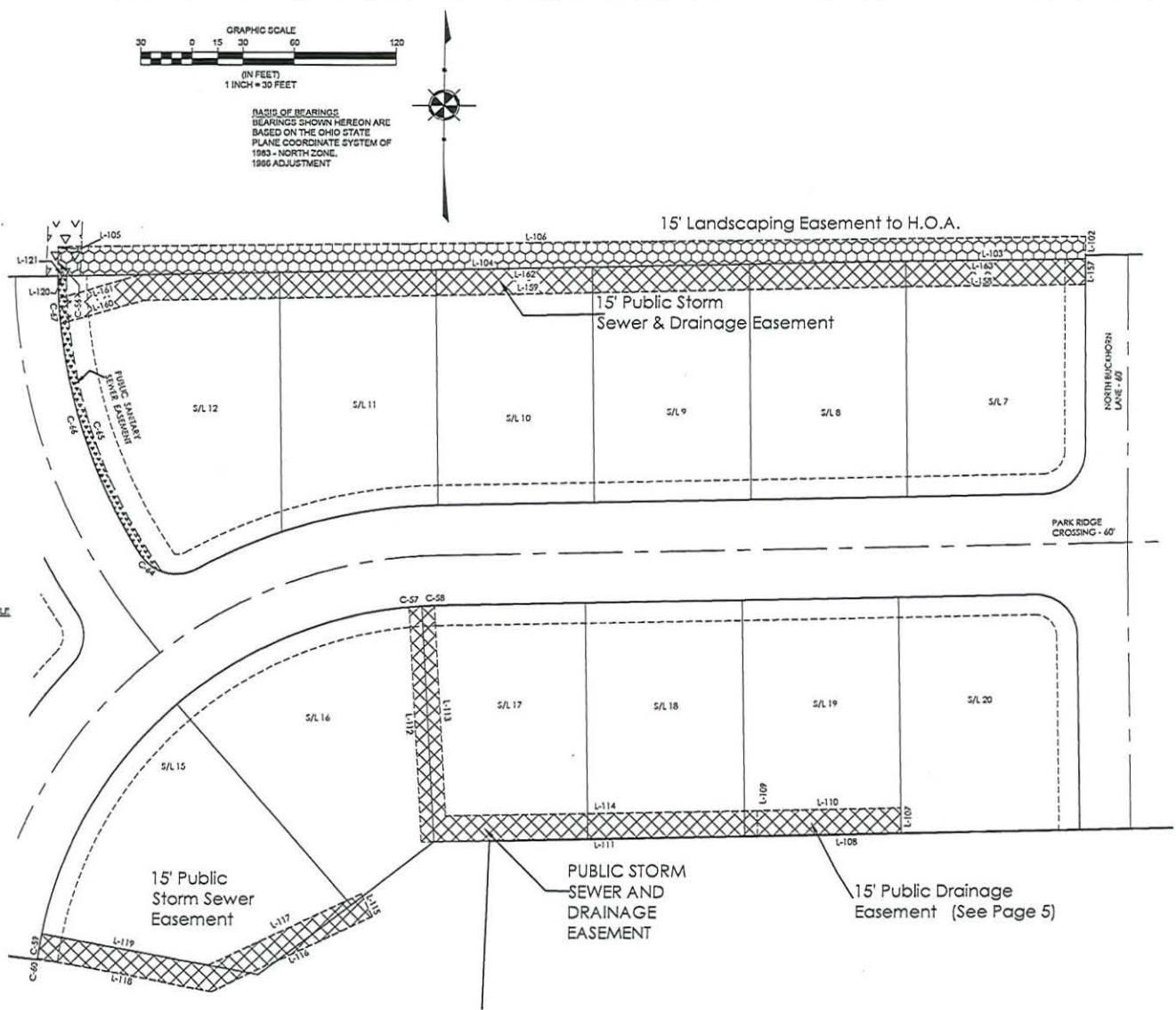
SANITARY SEWER EASEMENT LINE TABLE

PARCEL LINE TABLE		
LINE	LENGTH	DIRECTION
L157	15.00'	S0°31'03"E
L158	105.72'	S89°28'07"W
L159	447.28'	S89°00'11"W
L160	51.09'	S73°45'41"W
L161	50.10'	N73°45'41"E
L162	449.34'	N89°00'11"E
L163	105.78'	N89°28'07"E

STORM EASEMENT LINE TABLE

PARCEL CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C56	16.58'	325.00'	2°55'23"	16.58'	S0°11'05"W	8.29'
C67	15.30'	325.00'	2°41'49"	15.30'	S4°56'53"E	7.65'

STORM AND LANDSCAPING EASEMENT CURVE TABLE



**PARK RIDGE CROSSING  
 SUBDIVISION NO. 1**  
 CITY - COUNTY - STATE

POLARIS ENGINEERING & SURVEYING, INC.  
 14000 DUNDON ROAD - SUITE D  
 CLEVELAND, OHIO 44130  
 (419) 944-4333 (419) 944-7373 (FAX)  
 www.polarisinc.com



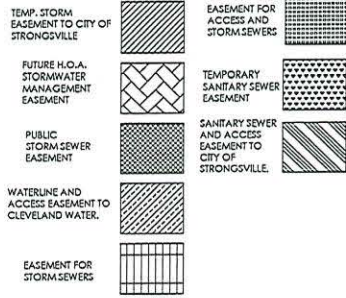
**RECORD PLAT  
 EASEMENT DETAIL**

CONTRACT No.	
22009	
SHEET	OF
08	10

DATE: 09/20/22, DRAWN: MRS  
 SCALE: HORIZ=1"=120' VERT. = 1"=60'  
 FOLDER: \_DWG\092022\121012.dwg  
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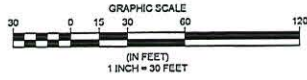
PARCEL LINE TABLE		
LINE	LENGTH	DIRECTION
L122	147.40'	S88°59'50"W
L123	90.56'	S30°03'46"W
L124	140.86'	S1°38'55"W
L125	81.33'	S85°33'11"W
L126	129.27'	N84°19'39"W
L127	20.00'	N71°15'27"W
L128	43.43'	N18°44'33"E
L129	20.00'	S71°15'27"E
L130	22.90'	S18°44'33"W
L131	122.85'	S84°19'39"E
L132	34.30'	N85°33'11"E
L133	37.07'	N48°39'38"E
L134	156.05'	N1°38'55"E

PARCEL LINE TABLE		
LINE	LENGTH	DIRECTION
L135	28.17'	S39°36'02"W
L136	20.00'	N50°23'58"W
L137	45.21'	N39°36'02"E
L138	13.01'	N89°59'50"E
L139	181.37'	N88°59'50"E
L140	194.38'	N88°59'50"E
L141	471.80'	S85°33'11"W
L142	80.45'	N1°38'55"E
L143	201.14'	N1°38'55"E
L144	553.13'	N85°33'11"E
L145	553.13'	N85°33'11"E
L146	533.01'	N85°33'11"E
L147	43.07'	S1°38'55"W
L148	20.11'	N85°33'11"E
L149	97.67'	S1°38'55"W

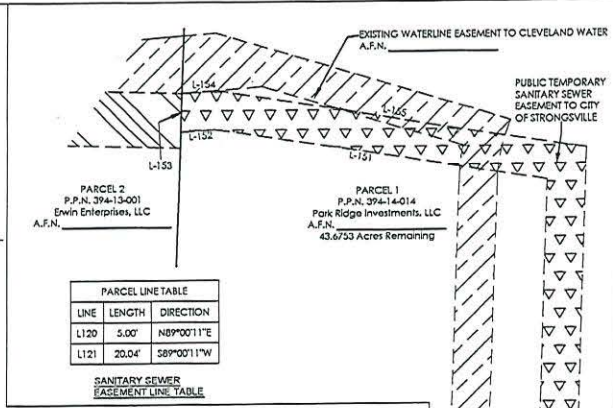


PARCEL CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C61	21.66'	375.00'	3°18'32"	21.65'	S23°32'38"E	10.83'

STORM EASEMENT CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C61	21.66'	375.00'	3°18'32"	21.65'	S23°32'38"E	10.83'

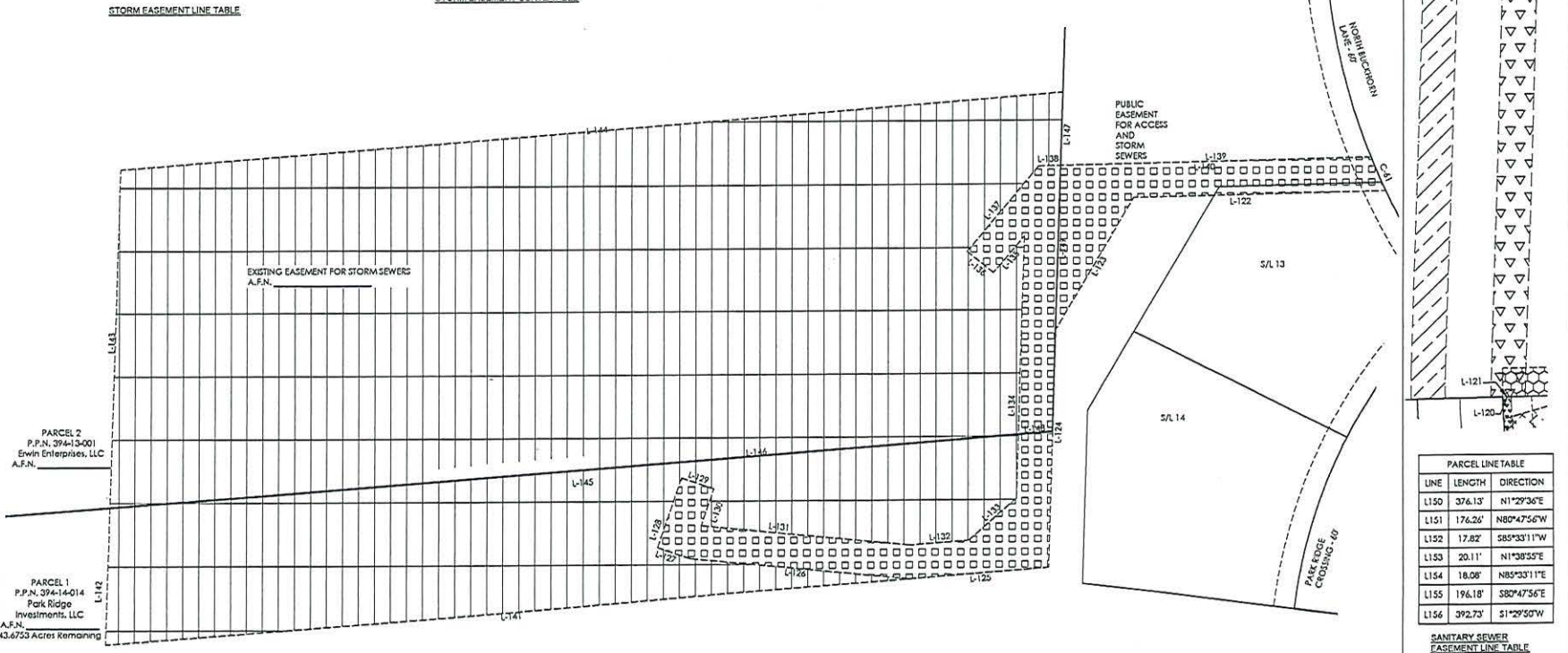


BASIS OF BEARINGS  
 BEARINGS SHOWN HEREON ARE  
 BASED ON THE OHIO STATE  
 PLANE COORDINATE SYSTEM OF  
 1983 - NORTH ZONE,  
 1986 ADJUSTMENT



PARCEL LINE TABLE		
LINE	LENGTH	DIRECTION
L120	5.00'	N89°00'11"E
L121	20.04'	S89°00'11"W

SANITARY SEWER EASEMENT LINE TABLE



PARCEL LINE TABLE		
LINE	LENGTH	DIRECTION
L150	376.13'	N1°29'36"E
L151	176.26'	N89°47'56"W
L152	17.82'	S85°33'11"W
L153	20.11'	N1°38'55"E
L154	18.08'	N85°33'11"E
L155	196.18'	S87°47'56"E
L156	392.73'	S1°29'50"W

SANITARY SEWER EASEMENT LINE TABLE

**PARK RIDGE CROSSING  
 SUBDIVISION NO. 1**

CITY - COUNTY - STATE

POLARIS ENGINEERING & SURVEYING, INC.  
 8400 GARDEN ROAD, SUITE  
 100, CLEVELAND, OHIO 44124  
 TEL: 216.441.1222 FAX:  
 216.441.1222

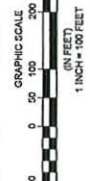


**RECORD PLAT  
 EASEMENT DETAIL**

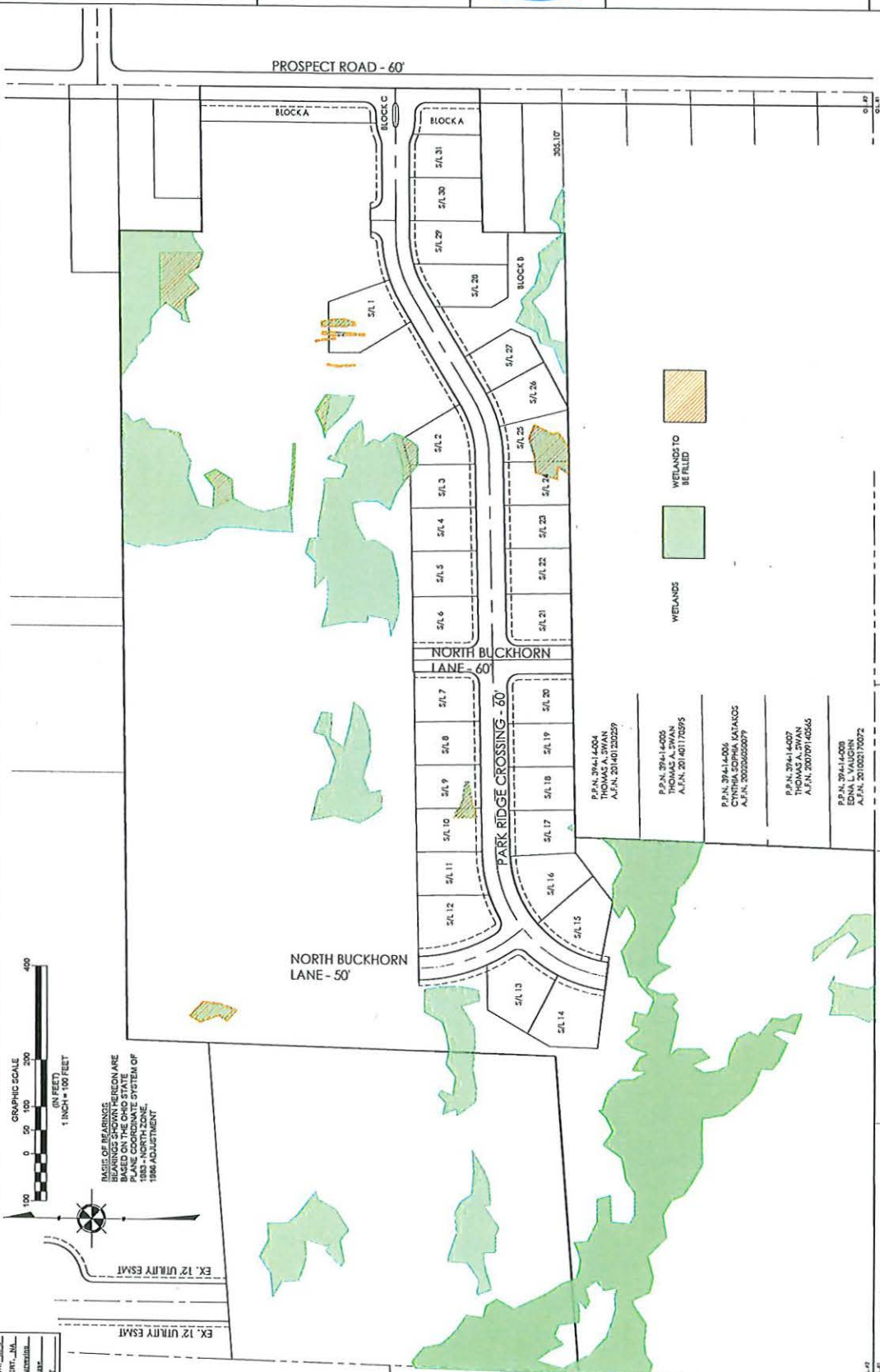
CONTRACT No.	
22009	
SHEET	OF
09	10



DATE: 09/25/2014 DRAWN: MSL  
 SCALE: 1/8" = 1' VERT. 1/4" = 1' HOR.  
 FOLDER: 20020701.SUBDIVISION  
 FILENAME: 20020701.DWG  
 TAB: 1045020303.DWG



EX. 12 UTILITY ESMT  
 EX. 12 UTILITY ESMT



CONSOLIDATED  
 P.P.N. 3744-002  
 P.P.N. 3744-002  
 P.P.N. 3744-002  
 P.P.N. 3744-002  
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 P.P.N. 3744-002

P.P.N. 3744-002  
 JACK G. &  
 ROSALEE WALTER  
 VOL. 14676, PG. 03

P.P.N. 3744-1809  
 NORTH PARK DEVELOPER, LLC  
 A.J.N. 20100303039

P.P.N. 3744-1408  
 EDNA L. VAUGHN  
 A.J.N. 201002170072

P.P.N. 3744-1407  
 THOMAS A. SWAN  
 A.J.N. 200707140565

P.P.N. 3744-1406  
 CYNTHIA SOPHIA KATANOS  
 A.J.N. 200706050079

P.P.N. 3744-1405  
 THOMAS A. SWAN  
 A.J.N. 201401702995

P.P.N. 3744-1404  
 THOMAS A. SWAN  
 A.J.N. 201401200229

P.P.N. 3744-2027  
 NORTH PARK DEVELOPER, LLC  
 A.J.N. 20100303039

WETLANDS  
 WETLANDS TO BE FILLED

PARK RIDGE CROSSING  
 SUBDIVISION NO. 1  
 CITY - COUNTY - STATE

POLARIS ENGINEERING & SURVEYING, INC.  
 3400 GARDEN ROAD - SUITE D  
 WILCOXVILLE, MASSACHUSETTS 01894  
 TEL: 978-254-4433 FAX: 978-254-3722  
 www.polaris-es.com



WETLANDS EXHIBIT

CONTRACT NO.	22009
SHEET	10
OF	10

## SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **PARK RIDGE INVESTMENTS, LLC**, an Ohio limited liability company, located at 22700 Royaltan Road, Strongsville, Ohio 44149, hereinafter called the "Developer", and the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, hereinafter called "City".

WHEREAS, **PARK RIDGE INVESTMENTS, LLC** is the owner and developer of certain property known as Permanent Parcel Numbers 394-14-002, 394-14-003, 394-14-011, 394-14-014, located in the City of Strongsville; and

WHEREAS, Developer is desirous of developing the aforesaid property owned by it and known as **PARK RIDGE CROSSING SUBDIVISION NO. 1**, as the same was approved by the City's Planning Commission on May 26, 2022, subject to conditions which have been substantially satisfied; and

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

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

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

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

### **I. IMPROVEMENTS, SECURITY, ACCEPTANCE AND DEDICATION.**

1. Developer shall convey or dedicate to the City all the public streets, alleys, roads, avenues, drives and public ways in the Subdivision known as, as approved by the City's Planning Commission.



2. Developer shall convey or dedicate to the City or other appropriate public entity or public utility all public sewers, water lines and other public utilities and improvements constructed or caused to be constructed on the aforementioned streets, alleys, roads, avenues, drives and public ways in said Subdivision or outside the Subdivision, and shall grant easements and rights-of-way to said entities as may be required.

3. Developer shall construct or enter into a contract for the construction of the improvements required in the aforesaid Subdivision, as approved by the City Engineer on May 26, 2022, in accordance with the terms of this Agreement, the General Requirements herein, and the Subdivision Regulations of the City and shall pay the total cost thereof. Developer shall complete all street pavements, curbs, sidewalks, sanitary sewer systems, including off-site sanitary sewer construction, storm drainage systems, water mains, and other utilities to be constructed in public rights-of-way on or before January 31, 2025; unless said time(s) is or are extended by the Council of the City. Such time extension(s) may be granted so long as the City Engineer determines that delays in construction are not the result of the actions or inactions of the Developer, and that Developer is making reasonable efforts to complete said improvements. Such extension(s) shall not be unreasonably withheld.

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

5. In order to secure the performance of this Agreement and all the aforesaid work in accordance with the standards established in the Subdivision Regulations and the completion of such work within the time period(s) established herein, Developer herewith deposits with **WESTFIELD BANK, FSB**, located at Two Park Circle, P.O. Box 5002, Westfield Center, Ohio 44251 (hereinafter referred to as "Escrow Agent") the total sum of \$2,775,000.00 (hereinafter referred to as the "improvements security funds") to be held in escrow in accordance with the Escrow Agreement attached hereto and incorporated herein as Exhibit A and subject to the following terms:

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

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

remaining uncompleted improvements and all other obligations of Developer under this agreement, whichever may be less.

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

Prior to the delivery or disbursal of improvements security funds under this paragraph I. 5.C., the City shall provide written notice by personal, or mail delivery to Developer of the grounds therefor, and

shall establish and notify Developer of a time period within which Developer shall be afforded an opportunity to correct or cure the circumstances giving rise thereto. Such time period for correction or cure shall be no less than forty-five (45) days, unless the City Engineer determines that immediate work is required to protect the public health, safety and welfare, in which case such time period shall be as established by the City Engineer.

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

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

## **II. GENERAL REQUIREMENTS.**

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

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

3. The Developer agrees that if any drainage easements are necessary to insure adequate drainage of the tract, same shall be obtained by the Developer at its sole cost and expense. All of such easements which are necessary for the drainage in the tract shall be procured in the name of the City, it being understood that same shall be held until acceptance of the streets by the City, after which same will be recorded in the City's favor. The taking of such easements shall not be construed as the exercise of dominion and control by the City over said streets until such time as they are formally accepted.

4. The Developer agrees that if during the course of construction and installation of improvements it shall be determined by the City Engineer that revision of

the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and are indicated by the City Engineer and approved by the City.

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

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

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

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

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

10. If the City determines that there is a violation of present state laws, City ordinances, Planning Commission rules, regulations and requirements, subdivision regulations and/or terms and provisions of this Agreement, it may issue a stop work order.

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

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

“CITY”  
CITY OF STRONGSVILLE

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Thomas P. Perciak  
Title: \_\_\_\_\_  
Mayor

“DEVELOPER”  
PARK RIDGE INVESTMENTS, LLC  
(an Ohio Limited Liability Co.)

*Billie B. Carter*  
*Michelle L. Hittorick*

By: \_\_\_\_\_  
Rick Puzzitiello  
Its: \_\_\_\_\_  
Chief Executive Officer

STATE OF OHIO            )  
  ) ss  
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this \_\_\_\_ day of *11*, 2024.

\_\_\_\_\_  
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 **PARK RIDGE INVESTMENTS, LLC, an Ohio Limited Liability Co.**, by Rick Puzzitiello, its Chief Executive Officer, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said limited liability company, and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 14 day of May, 2024.



BILLIE R CRISTINO  
Notary Public  
State of Ohio  
My Comm. Expires  
November 29, 2026

Billie R. Cristino  
Notary Public

**CERTIFICATE OF LAW DIRECTOR**

I hereby certify that I have reviewed and approved the form of the foregoing instrument this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Law Director

Exhibit "A"

ESCROW AGREEMENT

**THIS AGREEMENT**, made this 15<sup>th</sup> day of May, 2024, by and among the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149 ("City"), **PARK RIDGE INVESTMENTS, LLC**, an Ohio limited liability company, organized and existing under the laws of the State of Ohio, located at 22700 Royalton Road, Strongsville, Ohio 44149 ("Owner"), and **WESTFIELD BANK, FSB**, a financial institution and as escrow agent, located at Two Park Circle, P.O. Box 5002, Westfield Center, Ohio 44251 ("Escrow Agent").

WITNESSETH:

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

1. There shall be deposited with the Escrow Agent the sum of **Two Million Seven Hundred Seventy-Five Thousand and 00/100 Dollars (\$2,775,000.00)** ("Deposit"), to be held pursuant to the terms hereof. Upon Escrow Agent's receipt of the full Deposit, Escrow Agent shall notify both the City and Owner in writing.

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

3. Upon receipt by Escrow Agent of written instructions signed by City, which instructions shall be in accordance with the Security Agreement, the Escrow Agent shall disburse the Deposit and the Deposit Interest to the party or parties designated by the notice to receive such and, when the entire deposit has been disbursed, this Escrow Agreement shall terminate.

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

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

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

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

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

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

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

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

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

**WESTFIELD BANK, FSB**

Two Park Circle, P.O. Box 5002  
Westfield Center, Ohio 44251  
Attention: Dan Bender

**PARK RIDGE INVESTMENTS, LLC**

22700 Royalton Road  
Strongsville, Ohio 44149  
Attention: Rick Puzzitiello, Chief Executive Officer

**CITY OF STRONGSVILLE**

16099 Foltz Parkway  
Strongsville, Ohio 44149  
Attention: Law Director

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

Signed in the presence of:

**PARK RIDGE INVESTMENTS, LLC  
OF OHIO, LLC  
(an Ohio Limited Liability Co.)**

*Michelle A. Fletcher*  
MICHELLE A. FLETCHER,  
CONTROLLER

By: *[Signature]*  
Rick Puzzitiello  
Its: Chief Executive Officer

**CITY OF STRONGSVILLE, OHIO**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Thomas P. Perciak  
Its: Mayor

**WESTFIELD BANK, FSB**

*Daniel Bender*  
Daniel Bender, SVP

By: *[Signature]*  
Its: Jarrod Long Treasury Management Leader



CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 081

By: Mayor Perciak and All Members of Council

**A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN PARK RIDGE CROSSING SUBDIVISION NO. 1, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ordinance No. 2024-080 duly passed by this Council on May 20, 2024, the Council of the City of Strongsville accepted the plat submitted by Park Ridge Investments, LLC., the owner of Park Ridge Crossing Subdivision No. 1, for recording purposes only; and

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

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

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

**Section 1.** That the Council of the City of Strongsville does intend to accept for dedication, the streets shown on the subdivision plat of Park Ridge Crossing Subdivision No. 1, after all improvements, including utilities, have been installed and approved by the Engineer of the City of Strongsville, and after performance of the terms and conditions of the Agreement between the Developer and the City approved in Ordinance No. 2024-080.

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

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

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

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2024 – 081  
Page 2

\_\_\_\_\_  
President of Council

Date Passed: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Approved: \_\_\_\_\_  
Mayor

Date Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of Council

*RES*  
Ord. No. 2024-081 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 082

By: Mayor Perciak and All Members of Council

**AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF PARK RIDGE CROSSING SUBDIVISION NO. 2, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the plat of Park Ridge Crossing Subdivision No. 2 is being submitted to this Council for review pursuant to Title Four of Part Twelve entitled "Subdivision Regulations" of the Codified Ordinances of the City of Strongsville; and

WHEREAS, Park Ridge Investments, LLC, the owner of said Subdivision, has submitted the subdivision plat (attached hereto as Exhibit "1") to the Planning Commission of the City of Strongsville, and the Planning Commission approved the plat on November 17, 2022, subject to certain conditions which have been substantially satisfied; and

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

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

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

**Section 1.** That pursuant to Section 1228.03 of the City of Strongsville, this Council hereby approves the form of security by the owner, and the terms and conditions of the Agreement between the City and the Owner, attached hereto as Exhibit 2; and it is hereby determined that all of the improvements as shown on the improvement plans on file with the City Engineer and/or required by Section 1228.01 shall be installed in the manner required by the ordinances of the City on or before January 31, 2025.

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

**Section 3.** That subject to the aforesaid Agreement, the Council of the City of Strongsville does hereby approve the subdivision plat submitted by Park Ridge Investments, LLC, owner and developer of Park Ridge Crossing Subdivision No. 2, in the City of Strongsville for recording purposes only.

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

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2024 – 082**  
**Page 2**

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

**Section 6.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville, and to conform to legal requirements. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
 President of Council

Approved: \_\_\_\_\_  
 Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

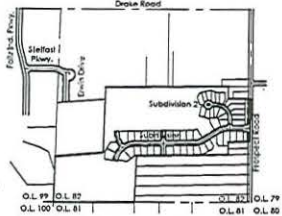
Attest: \_\_\_\_\_  
 Clerk of Council

Ord. No. 2024-082 Amended: \_\_\_\_\_  
 1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



# PARK RIDGE CROSSING SUBDIVISION NO. 2

Being a Subdivision of:  
Part of P.P.N. 394-14-001 (Parcel 1 of Lot Split Made for and at the Instance of Tiburon Investments Inc.  
As Shown by Plat Recorded as AFN 202201110607 of Cuyahoga County Records)  
All of P.P.N. 394-14-002 (Land Conveyed to Parkview Custom Homes LLC,  
By Deed Recorded as AFN 3013123000968 of Cuyahoga County Records)  
All of P.P.N. 394-14-011 (Parcel A of Plat of Survey & Property Split  
As Shown by Plat Recorded in Volume 322, Page 95 of Cuyahoga County Map Records)  
And All of P.P.N. 394-14-003 (Parcel D of Plat of Survey & Property Split  
As Shown by Plat Recorded in Volume 322, Page 95 of Cuyahoga County Map Records)  
Situated in the City of Strongsville, County of Cuyahoga and State of Ohio,  
further known as being part of Lot 82 of Original Strongsville Township,  
Being Township Number 5 in the 14th Range of Townships in the Connecticut Western Reserve  
November 7, 2022  
Scale 1" = 50'



AREA TABULATION SUBDIVISION 2	
AREA IN RIGHT OF WAY	0.7328 ACRES
AREA IN BLOCK C-E	0.0365 ACRES
AREA IN SUBLOTS (18)	4.8387 ACRES
AREA IN SUBDIVISION 2 TOTAL	5.6080 ACRES
AREA REMAINING LAND	38.0724 ACRES
AREA SUBDIVISION 1	15.8507 ACRES
TOTAL AREA	59.5513 ACRES

**UTILITY EASEMENT:**  
THE OWNERS OF THE WITHIN PLATTED LAND, DO HEREBY GRANT UNTO THE CITY OF STRONGSVILLE AND TO UTILITIES INCLUDING BUT NOT LIMITED TO, FIRST ENERGY, COLUMBIA GAS, AT&T, SPECTRUM, AND WIDE OPEN WEST, THEIR SUCCESSORS AND ASSIGNS (HEREINAFTER REFERRED TO AS GRANTEE) A PERMANENT UNDERGROUND UTILITY EASEMENT TWELVE (12) FEET IN WIDTH UNDER, OVER AND THROUGH ALL SUBLOTS AS SHOWN HEREIN, PARALLEL WITH AND CONTIGUOUS TO ALL STREET LINES TO CONSTRUCT, PLACE, OPERATE, MAINTAIN, REPAIR, RECONSTRUCT AND RELOCATE SUCH UNDERGROUND ELECTRIC AND COMMUNICATIONS CABLES, DUCTS, CONDUITS, AND SURFACE OR BELOW GROUND MOUNTED TRANSFORMERS AND PEDESTALS, CONCRETE PADS AND OTHER FACILITIES AS ARE DEEMED NECESSARY OR CONVENIENT BY THE GRANTEE FOR DISTRIBUTING ELECTRICITY, NATURAL GAS, AND COMMUNICATION SIGNALS FOR PUBLIC OR PRIVATE USE AT SUCH LOCATIONS AS GRANTEE MAY DETERMINE UPON, WITHIN, AND ACROSS THE EASEMENT PREMISES. SAID EASEMENT RIGHTS SHALL INCLUDE THE RIGHT TO REMOVE TREES AND LANDSCAPING INCLUDING LAWNING WITHIN AND WITHOUT SAID EASEMENT PREMISES, WHICH MAY INTERFERE WITH THE INSTALLATION, REPAIR, MAINTENANCE OR OPERATION OF SAID ELECTRIC AND COMMUNICATION FACILITIES; THE RIGHT TO INSTALL, REPAIR, AUGMENT AND MAINTAIN SERVICE CABLES OUTSIDE OF THE ABOVE DESCRIBED EASEMENT PREMISES AND THE RIGHT OF ACCESS, INGRESS AND EGRESS TO AND FROM ANY OF THE WITHIN DESCRIBED PREMISES FOR EXERCISING ANY OF THE PURPOSES OF RIGHT OF WAY AND EASEMENT GRANT. ALL SUBLOTS SHALL BE RESTRICTED TO UNDERGROUND UTILITY SERVICE.

ACCEPTED BY FIRST ENERGY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: \_\_\_\_\_  
RIGHT - OF - WAY DIVISION

ACCEPTED BY COLUMBIA GAS THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: \_\_\_\_\_  
RIGHT - OF - WAY DIVISION

ACCEPTED BY SPECTRUM THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: \_\_\_\_\_  
RIGHT - OF - WAY DIVISION

ACCEPTED BY WIDE OPEN WEST THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: \_\_\_\_\_  
RIGHT - OF - WAY DIVISION

GRANTED BY: \_\_\_\_\_ AGENT FOR PARK RIDGE INVESTMENTS, LLC

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

BY: \_\_\_\_\_

**ACCEPTANCE AND DEDICATION:**

BE IT KNOWN THAT THE UNDERSIGNED, \_\_\_\_\_ AGENT FOR PARK RIDGE INVESTMENTS, LLC, HEREBY CERTIFIES THAT THIS PLAT CORRECTLY REPRESENTS ITS PARK RIDGE CROSSING SUBDIVISION NO. 2, SUBDIVISION OF SUBLOTS C-1 THROUGH C-8 INCLUSIVE, AND BLOCK C-E, AND DOES HEREBY ACCEPT PLAT OF SAME AND DEDICATE TO PUBLIC USE, AS SUCH, ALL STREETS SHOWN HEREON AND DESIGNATED AS HIDDEN CREEK COURT, FIFTY (50) FEET WIDE, AND DOES HEREBY GRANT UNTO THE HOMEOWNERS ASSOCIATION WITHIN THE PARK RIDGE CROSSING SUBDIVISION, THE EASEMENTS SHOWN HEREON, SAID AREAS ARE NOT GRANTED FOR USE BY THE GENERAL PUBLIC, BUT ARE GRANTED FOR THE COMMON USE AND ENJOYMENT OF THE HOMEOWNERS WITHIN THE PARK RIDGE CROSSING SUBDIVISION NO. 1, AS MORE FULLY PROVIDED IN THE PARK RIDGE CROSSING SUBDIVISION DECLARATION OF COVENANTS AND RESTRICTIONS, AS RECORDED AS AFN \_\_\_\_\_ OF THE CUYAHOGA COUNTY RECORDS. THE TERMS AND CONDITIONS SET FORTH ARE HEREBY INCORPORATED BY REFERENCE AS THOUGH FULLY WRITTEN HEREIN AND EACH SUBLOT OWNER SHALL BE ENTITLED TO THE BENEFITS AND SUBJECT TO THE OBLIGATIONS HEREOF.

AND DOES HEREBY GRANT TO THE CITY OF STRONGSVILLE, ITS SUCCESSORS AND ASSIGNS THE RIGHT OF ACCESS TO THE EASEMENTS SHOWN HEREON BEYOND THE LIMITS OF THE PUBLIC RIGHT OF WAY, SHOULD THE CITY OF STRONGSVILLE DEEM IT NECESSARY, AND AT THE CITY OF STRONGSVILLE'S SOLE DISCRETION, IN ORDER TO LAY, CONSTRUCT, MAINTAIN, REPLACE, OR REMOVE ITEMS SUCH AS PAVEMENT, STORM SEWER PIPE, SANITARY SEWER PIPE, MANHOLES, DITCHES, SWALES, PLANTINGS AND/OR OTHER DRAINAGE RELATED APPURTENANCES. IT IS UNDERSTOOD THAT THE LONG-TERM INSPECTION & MAINTENANCE OF ALL EASEMENTS ARE FIRST AND FOREMOST THE RESPONSIBILITY OF THE HOMEOWNERS ASSOCIATION AS PER THE PARK RIDGE CROSSING SUBDIVISION NO. 1 DECLARATION OF COVENANTS AND RESTRICTIONS. THE COST FOR ALL WORK PERFORMED BY THE CITY OF STRONGSVILLE WITHIN SAID EASEMENTS SHALL BE ASSESSED TO THE HOMEOWNERS ASSOCIATION FOR REIMBURSEMENT.

THE UNDERSIGNED FURTHER AGREES THAT ANY USE OF IMPROVEMENTS MADE ON THIS LAND SHALL BE IN CONFORMITY WITH ALL EXISTING ZONING, PLATING, HEALTH OR OTHER LAWFUL RULES AND REGULATIONS INCLUDING THE APPLICABLE OFF-STREET PARKING AND LOADING REQUIREMENTS OF THE CITY OF AVON, OHIO FOR THE BENEFIT OF THEMSELVES AND ALL OTHER SUBSEQUENT OWNERS OR ASSIGNS TAKING TITLE FROM OR UNDER THROUGH THE UNDERSIGNED.

IN WITNESS WHEREOF, \_\_\_\_\_ AGENT FOR PARK RIDGE INVESTMENTS, LLC HAS HERETO SET ITS HAND AT \_\_\_\_\_ OHIO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

SIGNED AND ACKNOWLEDGED IN THE PRESENCE OF:

STATE OF OHIO )

COUNTY OF \_\_\_\_\_ )

BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED THE ABOVE NAMED, \_\_\_\_\_ WHO ACKNOWLEDGED THAT THEY DID SIGN THE FOREGOING INSTRUMENT AND THAT THE SAME IS THEIR VOLUNTARY ACT AND DEED. IN TESTIMONY WHEREOF, I HAVE HERETO SET MY HAND AND OFFICIAL SEAL AT \_\_\_\_\_ OHIO, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

NOTARY PUBLIC

THIS IS AN ACKNOWLEDGEMENT CLAUSE. NO OATH OR AFFIRMATION WAS ADMINISTERED TO THE SIGNER.

**WETLAND NOTICE:**

VARIOUS LANDS IN THE CITY OF STRONGSVILLE HAVE BEEN IDENTIFIED AS POSSIBLE WETLANDS BY THE U.S. DEPARTMENT OF THE INTERIOR, FEDERAL REGULATIONS DIST. SECTION 404 OF THE CLEAN WATER ACT - 33 U.S.C. 1344 WHICH MAY PROHIBIT OR LIMIT DEVELOPMENT WITHIN WETLANDS. SIGNIFICANT PENALTIES MAY BE LEVIED BY THE FEDERAL GOVERNMENT FOR VIOLATIONS OF THESE REGULATIONS. PROPERTIES SHOULD BE ANALYZED FOR THE EXISTENCE OF WETLANDS AND A PERMIT MAY BE REQUIRED FROM THE U.S. ARMY CORPS OF ENGINEERS TO WORK ON YOUR LAND.

**FOR FURTHER INFORMATION CONTACT:**

U.S. ARMY CORPS OF ENGINEERS, BUFFALO DISTRICT  
ATTN: REGULATORY BRANCH  
1776 NIAGARA STREET  
BUFFALO, NEW YORK 14207-3199  
TELE: (716) 879-4330

ADDITIONALLY, THE ISSUANCE BY THE CITY OF STRONGSVILLE OF A PERMIT FOR WHICH THIS APPLICATION IS MADE DOES NOT RELIEVE YOUR RESPONSIBILITY OF OBTAINING ANY AND ALL OTHER PERMITS AS MAY BE REQUIRED BY FEDERAL, STATE OR LOCAL AUTHORITIES AND TO OTHERWISE ADHERE TO ALL APPLICABLE LAWS. A PORTION OF THE LANDS WITHIN THIS PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE PRELIMINARY JURISDICTIONAL DETERMINATION FOR APPLICATION NO. \_\_\_\_\_ DATED \_\_\_\_\_ ISSUED BY THE U.S. ARMY CORPS OF ENGINEERS, BUFFALO DISTRICT.

ACKNOWLEDGED BY PARK RIDGE INVESTMENTS, LLC

BY: \_\_\_\_\_

**APPROVALS:**

THIS PLAT IS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF STRONGSVILLE, OHIO  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_

SECRETARY

CHAIRMAN

THIS PLAT IS APPROVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO, FOR RECORD PURPOSES ONLY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BY ORDINANCE NO. \_\_\_\_\_

CLERK

MAYOR

THIS PLAT IS APPROVED BY THE ENGINEER OF THE CITY OF STRONGSVILLE, OHIO, FOR RECORD PURPOSES ONLY THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BY ORDINANCE NO. \_\_\_\_\_

ENGINEER

THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO, HEREBY ACCEPTS THE DEDICATION OF THE ROADS SHOWN HEREON FOR PUBLIC USE  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BY ORDINANCE NO. \_\_\_\_\_

CLERK

MAYOR

THE ENGINEER OF THE CITY OF STRONGSVILLE, OHIO, HEREBY ACCEPTS THE DEDICATION OF THE ROADS SHOWN HEREON FOR PUBLIC USE  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_ BY ORDINANCE NO. \_\_\_\_\_

ENGINEER

**MORTGAGE RELEASE:**

BE IT KNOWN THAT \_\_\_\_\_ MORTGAGEE OF THE LAND INDICATED ON THIS PLAT DOES HEREBY JOIN IN THE ABOVE DEDICATION AND RELEASE FROM THE OPERATION AND LIEN OF THE MORTGAGE HELD BY IT ON SAID PREMISES AS RECORDED IN DOCUMENT NO. \_\_\_\_\_ AND SHOWN AS HIDDEN CREEK COURT, FIFTY (50) FEET WIDE, AND THE EASEMENTS HEREBY GRANTED AND RESERVED.

BY: \_\_\_\_\_

STATE OF OHIO )

COUNTY OF \_\_\_\_\_ ) SS:

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

NOTARY PUBLIC

MY COMMISSION EXPIRES \_\_\_\_\_

THIS IS AN ACKNOWLEDGEMENT CLAUSE. NO OATH OR AFFIRMATION WAS ADMINISTERED TO THE SIGNER.

**SURVEYOR'S CERTIFICATION:**

I HEREBY CERTIFY THAT I HAVE SURVEYED THE PREMISES AND PREPARED THE ATTACHED PLAT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 4703-37 OF THE OHIO ADMINISTRATIVE CODE AND THE DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF, ALL OF WHICH ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. IRON MONUMENTS OR PINS AS INDICATED WERE FOUND OR SET AS SHOWN HEREON. THE TERM CERTIFY AS USED IN THIS STATEMENT IS UNDERSTOOD TO BE THE PROFESSIONAL OPINION OF THE SURVEYOR WHICH IS FORMULATED ON HIS BEST KNOWLEDGE, INFORMATION AND BELIEF, AND AS SUCH, IT DOES NOT CONSTITUTE A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS REVEALED BY AN EXAMINATION OF THE SAME. ALL IRON PINS SET ARE 5/8" X 30" LONG REBAR WITH A PLASTIC CAP STAMPED "POLARIS". BEARINGS REFER TO THE OHIO COORDINATE SYSTEM OF 1983 - NORTH ZONE 1986 ADJUSTMENT.

*Michael P. Spellacy* 11/07/2022  
MICHAEL P. SPELLACY P.S. #8167 DATE



REV. No.	DATE	BY	DATE: 11/07/22	DRAWN: MDS
			SCALE: HOR., VERT., NA	
			FOLDER: DWG/Plat_Surveyors	
			FILENAME: Survey 81ax	
			TAB: 01-RECORDS PL AT	
			BNDY: CHK: XXX-xxxx-220x	
			BASE: CHK: XXX-xxxx-220x	

COVER SHEET

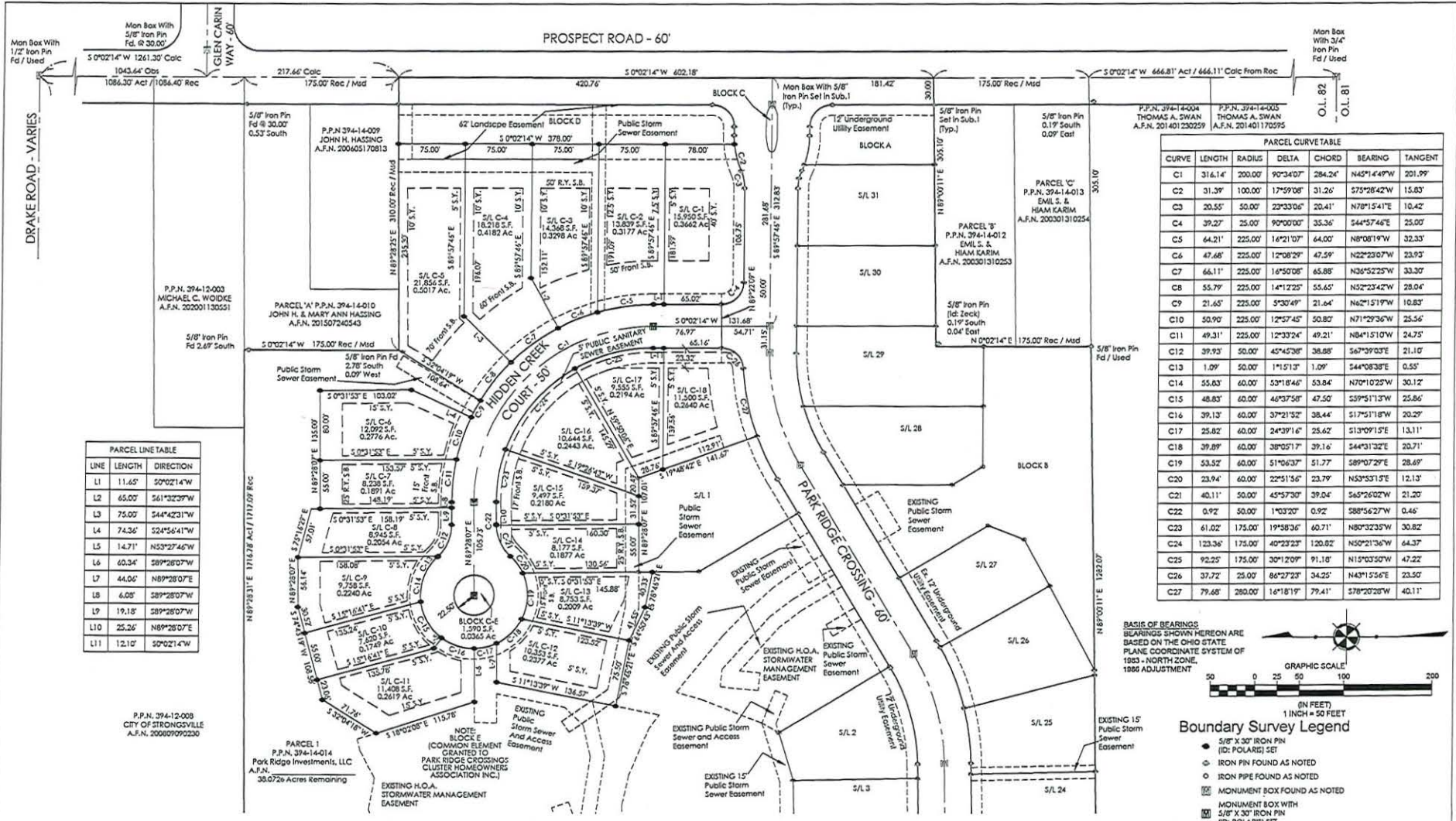


POLARIS ENGINEERING & SURVEYING, INC.  
34600 CHARDON ROAD - SUITE D  
WILLOUGHBY HILLS, OHIO 44094  
(440) 944-4433 (440) 944-3722 (fax)  
www.polaris-es.com

**PARK RIDGE CROSSING  
SUBDIVISION NO. 2**

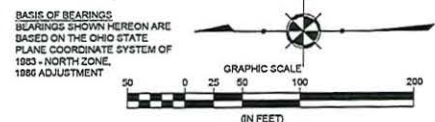
CITY OF STRONGSVILLE - CUYAHOGA COUNTY - OHIO

CONTRACT No.	
22009	
SHEET	OF
1	4



LINE	LENGTH	DIRECTION
L1	11.65'	S0°02'14"W
L2	65.00'	S61°32'39"W
L3	75.00'	S44°42'31"W
L4	74.36'	S24°56'41"W
L5	14.71'	N53°27'46"W
L6	60.34'	S89°28'07"W
L7	44.06'	N89°28'07"E
L8	6.08'	S89°28'07"W
L9	19.18'	S89°28'07"W
L10	25.26'	N89°28'07"E
L11	12.10'	S0°02'14"W

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C1	31.614'	200.00'	90°34'07"	284.24'	N45°14'49"W	201.99'
C2	31.39'	100.00'	17°59'08"	31.26'	S75°28'42"W	15.83'
C3	20.55'	50.00'	23°33'06"	20.41'	N78°15'41"E	10.42'
C4	39.27'	25.00'	90°00'00"	35.36'	S44°57'46"E	25.00'
C5	64.21'	225.00'	16°21'07"	64.00'	N8°08'19"W	32.33'
C6	47.68'	225.00'	12°08'29"	47.59'	N22°23'07"W	23.93'
C7	66.11'	225.00'	16°50'08"	65.88'	N36°52'25"W	33.30'
C8	55.79'	225.00'	14°12'25"	55.65'	N52°23'42"W	28.04'
C9	21.65'	225.00'	5°30'49"	21.44'	N62°15'19"W	10.83'
C10	50.90'	225.00'	12°57'45"	50.80'	N71°29'36"W	25.56'
C11	49.31'	225.00'	12°33'24"	49.21'	N84°15'10"W	24.75'
C12	39.93'	50.00'	45°45'38"	38.68'	S67°39'03"E	21.10'
C13	1.09'	50.00'	1°15'13"	1.09'	S44°08'38"E	0.55'
C14	55.83'	60.00'	53°18'46"	53.84'	N70°10'25"W	30.12'
C15	48.83'	60.00'	46°37'58"	47.50'	S59°51'33"W	25.86'
C16	39.13'	60.00'	37°21'52"	38.44'	S17°51'18"W	20.29'
C17	25.82'	60.00'	24°39'16"	25.62'	S13°09'15"E	13.11'
C18	39.89'	60.00'	38°05'17"	39.16'	S44°31'32"E	20.71'
C19	53.52'	60.00'	51°06'37"	51.77'	S89°07'29"E	28.69'
C20	23.94'	60.00'	22°51'56"	23.79'	N53°53'51"E	12.13'
C21	40.11'	50.00'	45°57'30"	39.04'	S45°26'02"W	21.20'
C22	0.92'	50.00'	1°03'20"	0.92'	S88°56'27"W	0.46'
C23	61.02'	175.00'	19°58'36"	60.71'	N89°32'35"W	30.82'
C24	123.36'	175.00'	40°23'23"	120.82'	N50°21'36"W	64.37'
C25	92.25'	175.00'	30°12'09"	91.18'	N15°03'50"W	47.22'
C26	37.72'	25.00'	86°27'23"	34.25'	N43°15'56"E	23.50'
C27	79.68'	250.00'	16°18'19"	79.41'	S78°20'28"W	40.11'



- BOUNDARY SURVEY LEGEND**
- 5/8" X 30" IRON PIN (ID: POLARIS) SET
  - IRON PIN FOUND AS NOTED
  - IRON PIPE FOUND AS NOTED
  - ▣ MONUMENT BOX FOUND AS NOTED
  - ▣ MONUMENT BOX WITH 5/8" X 30" IRON PIN (ID: POLARIS) SET

REV. No.	DATE	BY	DATE	DESCRIPTION

**RECORD PLAT**



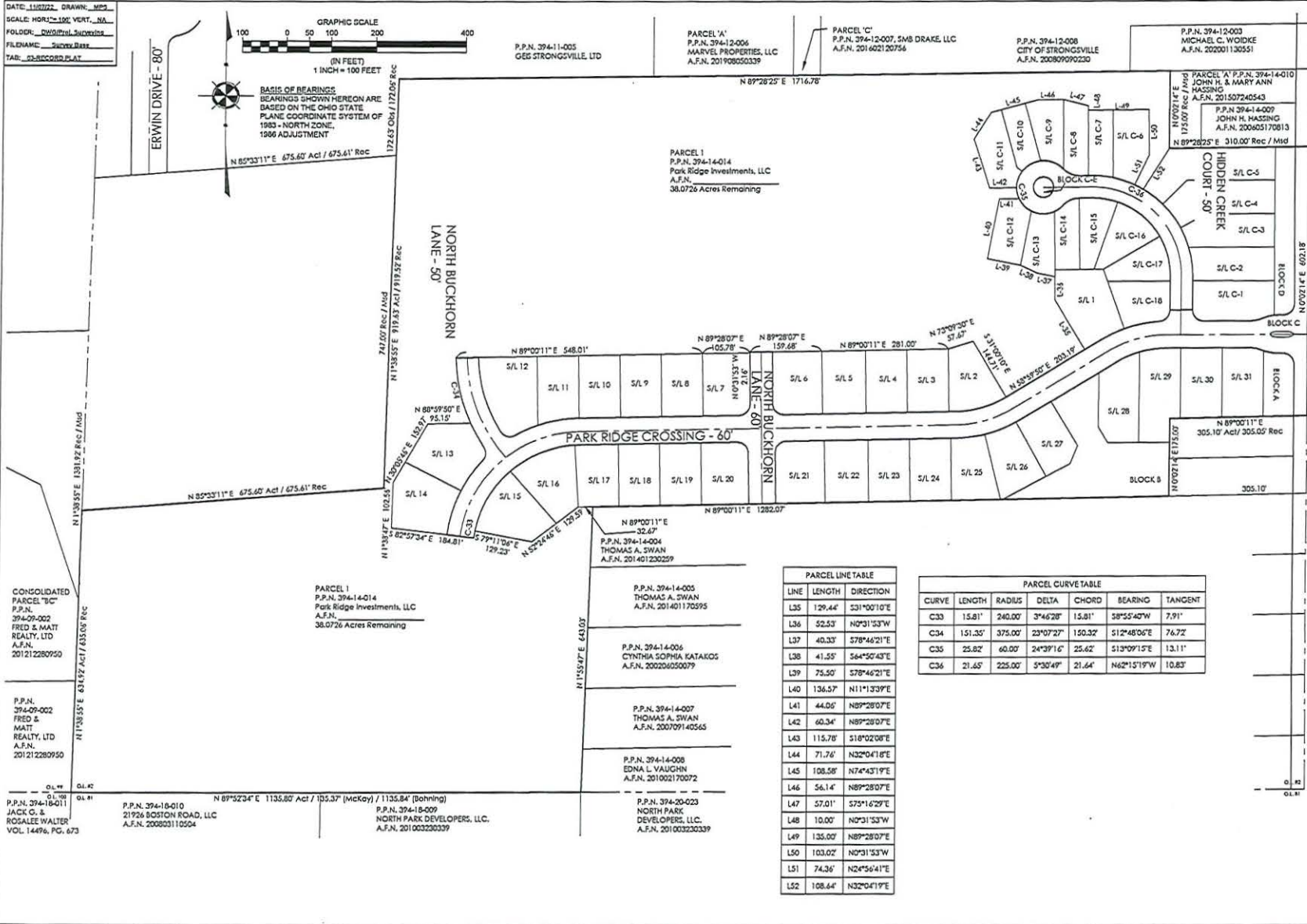
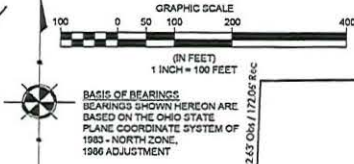
POLARIS ENGINEERING & SURVEYING, INC.  
 34620 CHANDON ROAD - SUITE D  
 WILLOUGHBY HILLS, OHIO 44094  
 (440) 944-4433 (440) 944-3722 (Fax)  
 www.polaris-es.com

**PARK RIDGE CROSSING  
 SUBDIVISION NO. 2**  
 CITY OF STRONGSVILLE - CUYAHOGA COUNTY - OHIO

CONTRACT No.	
22009	
SHEET	OF
- 2	4



DATE: 11/27/22 DRAWN: MDS  
 SCALE: HORIZ=1"=100' VERT.=1"=40'  
 FOLDER: DWG/PLAT/SUBDIVISIONS  
 FILENAME: Survey Plat  
 TARI: 53-REC-CORR-PLAT



**PARCEL LINE TABLE**

LINE	LENGTH	DIRECTION
L35	129.44'	S31°00'10"E
L36	52.53'	N0°31'53"W
L37	40.33'	S78°46'21"E
L38	41.55'	S64°50'43"E
L39	75.50'	S78°46'21"E
L40	136.57'	N11°13'39"E
L41	44.05'	N89°28'07"E
L42	60.34'	N89°28'07"E
L43	115.78'	S18°02'08"E
L44	71.76'	N32°04'18"E
L45	108.58'	N74°43'19"E
L46	56.14'	N89°28'07"E
L47	57.01'	S75°16'29"E
L48	10.00'	N0°31'53"W
L49	135.00'	N89°28'07"E
L50	103.02'	N0°31'53"W
L51	74.36'	N24°56'41"E
L52	108.64'	N32°04'19"E

**PARCEL CURVE TABLE**

CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C33	15.81'	240.00'	3°46'28"	15.81'	S8°55'40"W	7.91'
C34	151.25'	375.00'	23°07'27"	150.32'	S12°48'06"E	76.72'
C35	25.82'	60.00'	24°39'16"	25.62'	S13°09'15"E	13.11'
C36	21.65'	225.00'	5°30'49"	21.64'	N62°15'19"W	10.83'

**PARK RIDGE CROSSING  
SUBDIVISION NO. 2**

CITY - COUNTY - STATE

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**RECORD PLAT  
REMAINING LAND**

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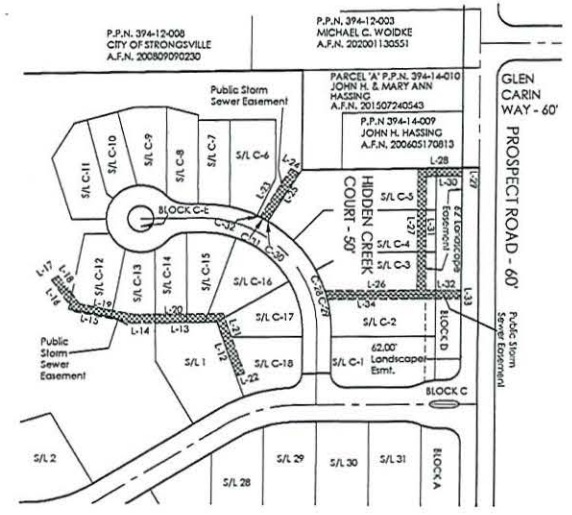
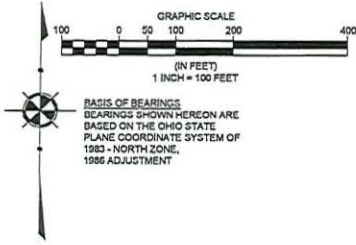
POLARIS ENGINEERING & SURVEYING, INC.  
 10035-1441 WILLOW CREEK ROAD  
 WILLOW CREEK, OHIO 44294  
 (330) 944-1111 FAX: (330) 944-3722  
 www.polaris.com

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CONTRACT NO.  
**22009**

SHEET	OF
3	4

DATE: 11/07/22 DRAWN: MEF  
 SCALE: HORIZ=1"=100' VERT. =1"=40'  
 FOLDER: DWG/PLG/Surveying  
 FILENAME: Survey Base  
 TAB: 04-RECORD PLAT



PARCEL CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C28	7.86'	225.00'	2°00'04"	7.86'	N17°18'54"W	3.93'
C29	7.78'	225.00'	1°58'51"	7.78'	N15°19'27"W	3.87'
C30	0.78'	225.00'	0°11'57"	0.78'	N59°35'53"W	0.39'
C31	15.02'	225.00'	3°49'29"	15.02'	N61°36'36"W	7.51'
C32	5.85'	225.00'	1°29'23"	5.85'	N64°16'02"W	2.93'

PARCEL LINE TABLE		
LINE	LENGTH	DIRECTION
L12	101.87'	S19°48'42"E
L13	107.01'	N89°28'07"E
L14	39.04'	N89°28'07"E
L15	104.33'	S78°31'17"E
L16	69.05'	S35°03'18"E
L17	15.00'	N54°56'42"E
L18	63.07'	S35°03'18"E
L19	96.77'	S78°31'17"E
L20	155.12'	N89°28'07"E
L21	112.98'	S19°48'42"E
L22	15.01'	N71°58'52"E
L23	101.80'	N31°05'32"E
L24	15.00'	S50°54'08"E
L25	101.09'	N31°05'32"E
L26	161.13'	S89°57'46"E
L27	217.18'	N0°02'15"E
L28	77.00'	N89°28'25"E
L29	15.00'	N0°02'14"E
L30	62.00'	N89°28'25"E
L31	202.33'	N0°02'14"E
L32	62.00'	N89°58'29"E
L33	15.00'	N0°02'14"E
L34	233.73'	S89°58'48"E

**PARK RIDGE CROSSING  
 SUBDIVISION NO. 2**

POBARS ENGINEERING & SURVEYING, INC.  
 3660 DAVENPORT ROAD - SUITE D  
 WILLOUGHBYVILLE, OHIO 44095  
 www.pobars.com (419) 932-8700



**RECORD PLAT  
 EASEMENTS AND  
 WETLANDS**

CONTRACT NO.	
22009	
SHEET	OF
4	4

CITY - COUNTY - STATE



## SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **PARK RIDGE INVESTMENTS, LLC**, an Ohio limited liability company, located at 22700 Royalton Road, Strongsville, Ohio 44149, hereinafter called the "Developer", and the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, hereinafter called "City".

WHEREAS, **PARK RIDGE INVESTMENTS, LLC** is the owner and developer of certain property known as Permanent Parcel Numbers 394-14-002, 394-14-003, 394-14-011, 394-14-014, located in the City of Strongsville; and

WHEREAS, Developer is desirous of developing the aforesaid property owned by it and known as **PARK RIDGE CROSSING SUBDIVISION NO. 2**, as the same was approved by the City's Planning Commission on November 17, 2022, subject to conditions which have been substantially satisfied; and

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

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

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

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

### I. IMPROVEMENTS, SECURITY, ACCEPTANCE AND DEDICATION.

1. Developer shall convey or dedicate to the City all the public streets, alleys, roads, avenues, drives and public ways in the Subdivision known as, as approved by the City's Planning Commission.

2. Developer shall convey or dedicate to the City or other appropriate public entity or public utility all public sewers, water lines and other public utilities and improvements constructed or caused to be constructed on the aforementioned streets, alleys, roads, avenues, drives and public ways in said Subdivision or outside the Subdivision, and shall grant easements and rights-of-way to said entities as may be required.

3. Developer shall construct or enter into a contract for the construction of the improvements required in the aforesaid Subdivision, as approved by the City Engineer on November 17, 2022, in accordance with the terms of this Agreement, the General Requirements herein, and the Subdivision Regulations of the City and shall pay the total cost thereof. Developer shall complete all street pavements, curbs, sidewalks, sanitary sewer systems, storm drainage systems, water mains, and other utilities to be constructed in public rights-of-way on or before January 31, 2025; unless said time(s) is or are extended by the Council of the City. Such time extension(s) may be granted so long as the City Engineer determines that delays in construction are not the result of the actions or inactions of the Developer, and that Developer is making reasonable efforts to complete said improvements. Such extension(s) shall not be unreasonably withheld.

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

5. In order to secure the performance of this Agreement and all the aforesaid work in accordance with the standards established in the Subdivision Regulations and the completion of such work within the time period(s) established herein, Developer herewith deposits with **FIRST FEDERAL OF LAKEWOOD**, a financial institution, located at 14806 Detroit Road, Lakewood, Ohio 44107 (hereinafter referred to as "Escrow Agent") the total sum of \$405,000.00 (hereinafter referred to as the "improvements security funds") to be held in escrow in accordance with the Escrow Agreement attached hereto and incorporated herein as Exhibit A and subject to the following terms:

A. Escrow Agent shall deposit and/or invest the improvements security funds in the following accounts, and/or investments which the City is authorized to utilize by law, subject to the approval of Developer, which shall not be unreasonably withheld:

- (1) Interest-bearing accounts of **FIRST FEDERAL OF LAKEWOOD** payable or withdrawable, on demand.
- (2) Direct obligations of the United States maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.
- (3) Certificates of deposit maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.

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

the City to be necessary to secure the completion of all remaining uncompleted improvements and all other obligations of Developer under this agreement, whichever may be less.

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

Prior to the delivery or disbursement of improvements security funds under this paragraph I. 5.C., the City shall provide written notice by



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

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

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

## **II. GENERAL REQUIREMENTS.**

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

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

3. The Developer agrees that if any drainage easements are necessary to insure adequate drainage of the tract, same shall be obtained by the Developer at its sole cost and expense. All of such easements which are necessary for the drainage in the tract shall be procured in the name of the City, it being understood that same shall be held until acceptance of the streets by the City, after which same will be recorded in the City's favor. The taking of such easements shall not be construed as the exercise of dominion and control by the City over said streets until such time as they are formally accepted.

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

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

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

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

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

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

10. If the City determines that there is a violation of present state laws, City ordinances, Planning Commission rules, regulations and requirements, subdivision regulations and/or terms and provisions of this Agreement, it may issue a stop work order.

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

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

“CITY”  
CITY OF STRONGSVILLE

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Thomas P. Perciak  
Title: \_\_\_\_\_  
Mayor

“DEVELOPER”  
PARK RIDGE INVESTMENTS, LLC  
(an Ohio Limited Liability Co.)

*Boen R. Citterio*  
*Michelle L. Stettin*

By: \_\_\_\_\_  
Rick Puzzitiello  
Its: \_\_\_\_\_  
Chief Executive Officer

STATE OF OHIO                    )  
  ) ss  
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
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 **PARK RIDGE INVESTMENTS, LLC, an Ohio Limited Liability Co.**, by Rick Puzzitiello, its Chief Executive Officer, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said limited liability company, and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 14 day of May, 2024.



BILLIE R CRISTINO  
Notary Public  
State of Ohio  
My Comm. Expires  
November 29, 2026

Billie R. Cristino  
Notary Public

**CERTIFICATE OF LAW DIRECTOR**

I hereby certify that I have reviewed and approved the form of the foregoing instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Law Director



Exhibit "A"

ESCROW AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2024, by and among the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149 ("City"), **PARK RIDGE INVESTMENTS, LLC**, an Ohio limited liability company, organized and existing under the laws of the State of Ohio, located at 22700 Royalton Road, Strongsville, Ohio 44149 ("Owner"), and **FIRST FEDERAL OF LAKEWOOD**, a financial institution and escrow agent, located at 14806 Detroit Road, Lakewood, Ohio 44107 ("Escrow Agent").

WITNESSETH:

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

1. There shall be deposited with the Escrow Agent the sum of **Four Hundred Five Thousand and 00/100 Dollars (\$405,000.00)** ("Deposit"), to be held pursuant to the terms hereof. Upon Escrow Agent's receipt of the full Deposit, Escrow Agent shall notify both the City and Owner in writing.

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

3. Upon receipt by Escrow Agent of written instructions signed by City, which instructions shall be in accordance with the Security Agreement, the Escrow Agent shall disburse the Deposit and the Deposit Interest to the party or parties designated by the notice to receive such and, when the entire deposit has been disbursed, this Escrow Agreement shall terminate.

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

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

B. Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notice, instructions or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties.

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

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

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

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

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

**FIRST FEDERAL OF LAKEWOOD**

14806 Detroit Road  
Lakewood, Ohio 44107  
Attention: Anthony Yannucci

**PARK RIDGE INVESTMENTS, LLC**

22700 Royalton Road  
Strongsville, Ohio 44149  
Attention: Rick Puzzitiello, Chief Executive Officer

**CITY OF STRONGSVILLE**

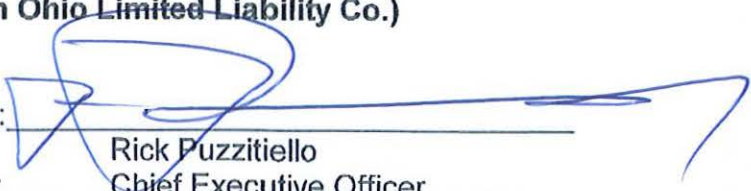
16099 Foltz Parkway  
Strongsville, Ohio 44149  
Attention: Law Director

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

Signed in the presence of:

**PARK RIDGE INVESTMENTS, LLC  
OF OHIO, LLC  
(an Ohio Limited Liability Co.)**

Michelle L. Stettin  
Controller - Medical FlexCare

By:   
Its: Rick Puzzitiello  
Chief Executive Officer

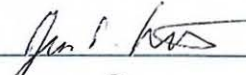
**CITY OF STRONGSVILLE, OHIO**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: Thomas P. Perciak  
Mayor

**FIRST FEDERAL OF LAKEWOOD**

Laura Chonko  
LAURA CHONKO

By:   
Its: SVP

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 083

By: Mayor Perciak and All Members of Council

**A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN PARK RIDGE CROSSING SUBDIVISION NO. 2, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ordinance No. 2024-082 duly passed by this Council on May 20, 2024, the Council of the City of Strongsville accepted the plat submitted by Park Ridge Investments, LLC., the owner of Park Ridge Crossing Subdivision No. 2, for recording purposes only; and

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

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

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

**Section 1.** That the Council of the City of Strongsville does intend to accept for dedication, the streets shown on the subdivision plat of Park Ridge Crossing Subdivision No. 2, after all improvements, including utilities, have been installed and approved by the Engineer of the City of Strongsville, and after performance of the terms and conditions of the Agreement between the Developer and the City approved in Ordinance No. 2024-082.

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

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

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



CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2024 – \_\_\_\_\_  
Page 2

\_\_\_\_\_  
President of Council

Date Passed: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Approved: \_\_\_\_\_  
Mayor

Date Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of Council

*RES* Ord. No. 2024-083 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 084

By: Mayor Perciak and All Members of Council

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF TWO COMBINATION DUMP BODY SPREADERS AND RELATED SNOW AND ICE CONTROL EQUIPMENT PACKAGES FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, on March 4, 2024, through passage of Ordinance No. 2024-029, Council authorized the Mayor to enter into a contract for the purchase of two (2) Western Star 47X Cab and Chassis Units with appurtenances for use by the City's Service Department; and

WHEREAS, it is now also necessary to purchase additional equipment directly related to the usage of the aforementioned Cab and Chassis Units; and

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of the Ohio Department of Administrative Services for the purchase of machinery, materials, supplies or other articles; and

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of two (2) combination dump body spreaders and related snow and ice control equipment packages with accessories (Schedule No. 800925, Index No. STS515) for use by the Service Department of the City.

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

**Section 1.** That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contract with **CONCORD ROAD EQUIPMENT MFG., INC.**, for the purchase of two (2) combination dump body spreaders and related snow and ice control equipment packages with accessories, which the Department has entered into pursuant to Revised Code Section 5513.01(B), in an amount not to exceed \$263,241.36, and as reflected on Exhibit A, attached hereto.

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

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2024 – 084  
Page 2

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

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

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

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

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

Ord. No. 2024-084 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



Quote 90106

8200 Tyler Blvd. Suite H, Mentor, OH 44060  
PHONE: (440) 357-5344 FAX: (440) 357-1942  
concordroadequipment.com

Quote Valid for 45 Days

Terms: NET 30

Page 1 of 12

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Submitted To:	Date:
STRONGSVILLE, CITY OF	4/2/2024
16099 FOLTZ PKWY	End User: SERVICE DEPARTMENT
STRONGSVILLE, OH 44149	Attention: MIKE GALLAGHER
	Delivery: SEE BELOW DELIVERY NOTES
	County: CUYAHOGA
Phone: (440) 580-3100	Acct Mgr: JEFFERY S. WARFIELD
Fax: (440) 572-4410	

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STATE OF OHIO STATE TERM SCHEDULE CONTRACT  
SCHEDULE NUMBER 800925  
INDEX NUMBER: STS515

ONE (1) MORE OR LESS CONCORD MINUTEMAN SNOW AND ICE CONTROL EQUIPMENT PACKAGE TO BE INSTALLED ON CUSTOMER SUPPLIED NEW SINGLE AXLE CLASS 8 CAB AND CHASSIS TO INCLUDE THE FOLLOWING

CONCORD PATRIOT SDS "NOR-EASTER" SERIES COMBINATION DUMP BODY SPREADER WITH PINTLE CHAIN REAR DELIVERY SYSTEM

Combination Dump Body- General

- All 304-2B stainless steel construction- body sides, front bulkhead, and rear tailgate
- 10-foot-long inside floor length
- 41.00 inches inside bottom flat floor width
- 76.00 inches inside top width at boxed top rails
- 96.00 inches outside top width at front and rear corner pillars
- Twin auger REAR delivery system integral in body floor

Combination Dump Body Sides

- 42-inch-tall 7 gauge 304-2B stainless steel "Press Brake Formed Elliptical" sides that slopes toward center
- 7 gauge 304-2B stainless steel dirt shedding sloped boxed top rails
- 7 gauge 304-2B stainless steel full depth front corner pillars
- 7 gauge 304-2B stainless steel full depth rear corner pillars with integral egress steps- curb side
- Provisions for oblong rearward facing rubber grommets lamps in each rear body corner pillar

Combination Dump Body Bulkhead

- 7 gauge 54-inch-tall front 304-2B stainless steel body head sheet
- Integral "Space Saver" telescopic hoist doghouse
- Full width horizontal intermediate bracing

Combination Dump Body Tailgate

- 54-inch-tall 7 gauge 304-2B stainless steel tailgate
- Nine (9) panel design
- Full perimeter box bracing
- Two (2) intermediate "dirt shedding" horizontal braces
- Two (2) intermediate vertical braces
- Inline center sliding patchgate
- 1-inch-thick x 6 inch off set stainless steel upper tailgate hinge ears
- ½ inch thick stainless-steel upper corner post tailgate self-aligning "guide" plates
- ½ inch thick lower stainless-steel latch sockets
- 1 ¼ inch diameter stainless steel upper and lower tailgate hinge and latching pins

QUOTE CONTINUED ON NEXT PAGE

**EXHIBIT A**





Quote 90106

8200 Tyler Blvd. Suite H, Mentor, OH 44060  
PHONE: (440) 357-5344 FAX: (440) 357-1942  
concordroadequipment.com

Quote Valid for 45 Days

Terms: NET 30

Page 2 of 12

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Submitted To:	Date:	4/2/2024
STRONGSVILLE, CITY OF	End User:	SERVICE DEPARTMENT
16099 FOLTZ PKWY	Attention:	MIKE GALLAGHER
STRONGSVILLE, OH 44149	Delivery:	SEE BELOW DELIVERY NOTES
	County:	CUYAHOGA
Phone: (440) 580-3100	Fax: (440) 572-4410	Acct Mgr: JEFFERY S. WARFIELD

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- Upper removable hinge pins fitted with grease zerks to allow periodic maintenance
- Upper hinge pins to included keeper chains/lanyards to prevent loss
- 1-inch-thick stainless-steel lower tailgate latching fingers with greaseable pivot points
- Lower latching fingers are independently adjustable from side to side without the need to disconnect any linkage between finger and cross shaft
- Air tailgate latching mechanism with air cylinder(s) located vertically inside of rear corner post for additional protection from corrosive materials

#### Combination Dump Body Floor

- Body flat floor constructed of one (1) un-spliced full length and full width 1/4-inch-thick stainless steel plate
- Body integral CONVEYOR BED constructed of 1/4 -inch-thick AR400 180kpsi abrasion and impact resistant steel
- Conveyor removable "summer" conveyor cover constructed of 1/4 -inch-thick stainless steel plate, includes lifting rings for ease of removing/installing

#### Combination Dump Body Rear Lower Apron/Bolster Plate

- Constructed of 7-gauge 304-2B stainless steel
- Includes provisions for rubber grommeted stop/tail/turn and backup lights
- Rear Apron/bolster plate does not extend past body floor/tailgate

#### Combination Dump Body Integral PINTLE CHAIN Delivery System

- Double bar flight pintle drag chain delivery system
- D667XH extra heavy duty pintle chain
- 9/16 inch pintle chain "staked" pins
- XH series heavy wall pintle chain links
- ½ inch x 1-1/2" steel cross bars welded to EVERY PINTLE LINK
- Each cross bar end sloped/formed up were welded to pintle chain link
- Front adjustable take attached to a fabricated/machine slide plate that encloses longitudinal take up slot regardless of adjustment position minimizing spill through of salt into chassis frame rails
- Front Idler and rear drive bearing are 2 inch bore with eccentric style locking collars and grease zerks
- Pintle conveyor driven by a high torque low speed hydraulic motor coupled to a 6:1 gear box
- All bearings, idler and drive, protected by removable bolt on stainless-steel protective access covers

#### Combination Dump Body Longitudinals

- Formed and fully boxed tubular longitudinals
- Constructed of 1/4-inch-thick 304-2B stainless steel
- For superior strength and cross-sectional support, each longitudinal includes internal stainless steel x-bracing reinforcements
- To provide access for hydraulic hose(s), liquid systems plumbing, and electrical wiring harness(s) the street and curbside tubular longitudinals stainless steel "fully walled" pass throughs at both the front and rear of each longitudinal

#### Combination Dump Body Rear Spinner Assembly

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- Stow-away rear spinner assembly that pivots and locks in place under the body/chassis when not in use
- Three (3) adjustable deflectors and one (1) fixed
- 20-inch poly spinner disk
- Four (4) position adjustable materials "chute" to direct granular materials to desired spinner disk location as they exit rear auger trough discharge

Combination Dump Body Telescopic Hoist

- Trunnion mounted front telescopic hoist
- Total of three (3) active stages
- All stages double acting power up/ power down
- Rated at 29.8 ton dumping capacity
- 52-degree dump angle in this configuration
- Heavy duty greaseable rear hinge assembly

Combination Dump Body Cabshield

- All 7-gauge 304-2B stainless steel construction
- Integral tarp housing
- Stainless steel light boxes with provisions for one (1) each forward and one (1) each side facing warning light; one (1) light box each street and curb side
- Continuously welded to body front bulkhead

Combination Dump Body Finish

- Body stainless steel left in natural 304-2B satin finish
- All dump body stainless steel welds to receive "chemical passivation" to remove free iron surface contamination and to promote the formation of chromium-nickel oxide protective barrier
- Dump floor, trough, conveyor cover, hoist and hoist mounting, rear hinge assembly, hydraulic motors, etc., primed and painted gloss black.

**DUMP BODY AND CHASSIS RELATED ACCESSORIES AND COMPONENTS**

Body Top Screens

- Six (6) section heavy duty steel hinged top screens
- Structural steel angle screen frames with 1/4" diameter bar grating
- 3-inch x 3-inch bar grating opening
- Structural steel I-beam center support
- Structural Steel I-beam cross supports
- Screens sloped from center out
- Powder coat painted gloss black for durability

Wood Side Boards

- Low profile 2 x 4 treated lumber
- Painted black

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Rear Pintle Tow Plate

- Rear chassis mounted 3/4-inch-thick steel pintle plate
- Pintle hook plate installed as to not interfere with stow away spinner assembly
- Offset 55-degree offset D-rings, one (1) each street/curb sides of pintle hook
- 30-ton towing x 12lb max vertical load swivel pintle towing hook

Inspection Steps and Grab Handles

- All stainless-steel construction
- One (1) body side mounted three (3) rung folding load inspection ladder
- Inspection ladder located on rear body corner pillar
- Three (3) additional "Integral Recessed" dump body corner pillar steps
- Inspection ladder grab handles
- Manually operated high pressure ball valve to interrupt hydraulic flow to auger drive motors when inspection ladder is folded down

Conspicuity Tape Systems

- DOT alternating red and white reflective
- Installed upper body boxed top rails and lower sloping rub rails
- Installed upper /lower horizontal tailgate bracing
- Installed rear of wing plow moldboard

Poly Fenders

- Installed over rear chassis duals
- Heavy duty stainless steel off-set mounting brackets
- Rubber mud flaps installed behind rear dual wheels

Dump Body Vibrator

- NONE REQUESTED/INCLUDED

Automatic Lubrication System

- NONE REQUESTED/INCLUDED

Tarping System

- NONE REQUESTED/INCLUDED

Corrosion Protection-OEM Chassis Cab Floor

- NONE REQUESTED/INCLUDED

**SIX (6) CIRCUIT LOAD SENSING PRESSURE COMPENSATED CENTRAL HYDRALIC SYSTEM**

System General Operational and Component Description

- System configured to efficiently operate double acting dump body telescopic hoist, double acting front snowplow

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hitch lift ram, double acting snowplow power angling, granular materials spreader dual augers, granular materials spreader spinner, and liquid materials prewetting

- To ensure system compatibility, all included hydraulic major system components i.e. hydraulic pump, hydraulic directional control valving, in chassis cab operator controls, granular materials spreader and liquid prewet electronic controls are manufactured by Bosch Rexroth/Compu spread

#### Hydraulic Pump

- Bosch Rexroth FEPTO driven load sensing axial piston pump
- A10V085 series
- 5.18 cubic inch displacement
- Rated at 44.85 gpm @ 2,000 rpm/26.91 GPM @ 1,200 rpm
- Pump driven via 9553 series balanced tubular drive shaft and engine crankshaft adaptor
- For ease of maintenance, pump input shaft connection made with companion flange type couplings

#### Hydraulic Directional Control Valve

- Bosch Rexroth M4-12 ten (10) section load sensing pressure compensating control valve
- One (1) electric proportional operated double acting dump body telescopic hoist circuit
- One (1) electric proportional operated double acting plow hitch lift cylinder circuit
- One (1) electric proportional operated double acting plow power angle circuit
- One (1) electric proportional single acting spreader conveyor/auger circuit
- One (1) electric proportional single acting spreader spinner circuit
- One (1) electric proportional double acting spreader liquid prewet/anti-ice circuit
- Entire valve assembly mounted on chassis frame rail in stainless steel valve enclosure
- Hydraulic system pressure and temperature transducer to provide digital readouts to in chassis cab CS-660 spreader control monitor
- Additional analog hydraulic pressure gauge installed in enclosure

#### Combination Hydraulic Oil Reservoir/Valve Enclosure

- Concord thirty-five (35) gallon stainless steel "outboard" chassis frame mounted combination hydraulic oil reservoir/valve enclosure
- Cylindrical design for the shedding of debris buildup
- Hinged cover for ease of access to hydraulic system valving
- 8-inch diameter rear cleanout reservoir access cover
- Filler breather cap
- Analog sight level/temperature gauge
- Magnetic drain plug
- 100-micron suction port strainer
- Suction port system service ball valve
- Steel powder coated reservoir mounting brackets
- In enclosure analog hydraulic pressure gauge hydraulic

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Return Line Manifold Assembly

- Single point
- Stainless steel construction
- All system return lines enter manifold and exit one common return line to hydraulic oil reservoir

In Chassis Cab Operators Controls Console

- Bosch Rexroth CS-106XL armrest control console
- Two (2) multi axis electric proportional joystick controllers
- Independent operator's spreader control encoder console with three (3) individual detent' d knobs for operator control of auger/conveyor output (speed), spinner speed, and liquid prewet
- Joystick controllers includes "dead-man switch" features to prevent accidental mode operations
- Armrest console includes as required up to 12 lighted switches for various lighting and electrical operations

Bosch Rexroth CS-661 Electronic Spreader Controller

- Full color monitor screen
- Multi-mode/multi materials functionality
- Ground speed proportional operation
- Data logging capabilities
- Capable of manual, ground speed triggered, open loop ground speed, or closed loop ground speed orientation of granular, liquid prewet individually or simultaneously
- Three (3) individual detent' d knobs for operator control of auger/conveyor output (speed), spinner speed, and liquid prewet
- Tracks all materials usage, and systems event data
- Includes Wi-Fi availability for auto downloading of system log data management, activity reporting, upload/downloading, system configurations, faults, etc.
- Includes available ports for "Live or Passive AVL"
- Monitor reads and displays system "pressure" and system "temperature"
- One (1) single integral monitor screen with independent operator's armrest mounted three (3) knob spreader auger, spreader spinner and liquid prewet encoder console

Bosch Rexroth Low Hydraulic Oil Auto Shut Down System

- Shutdown block mounted to output pressure port of hydraulic pump
- Shutdown block closes off hydraulic flow to hydraulic directional control valve in the event of low hydraulic oil
- Shutdown block receives signal from hydraulic reservoir mounted oil level sensor
- In chassis cab indicator lamp and warning buzzer to notify operator of low hydraulic oil
- System includes three (3) position operators switch to momentary override auto shut down allowing emergency stowing of deployed equipment

Front Snowplow Hydraulic Plow Float/Balance System

- Bosch Rexroth plow power float/balance manifold valve
- Manifold valve mounted in above chassis frame-mounted combination hydraulic oil reservoir/valve enclosure

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- System fully adjustable for desired weight transfer and plow "drop" speed

#### Hydraulic Plumbing

- Stainless steel intermediate rigid high pressure hydraulic tubing for all connections to rear of chassis
- Stainless steel intermediate rigid high pressure hydraulic tubing for all connections to front of chassis for snowplow, main pressure from hydraulic pump, load sensing circuit from hydraulic pump, and case drain circuit from hydraulic pump
- Case drain circuit from hydraulic pump plumbed directly to hydraulic reservoir
- For ease of maintenance, all hydraulic circuits that incorporate intermediate high pressure rigid tube assemblies include short whip hoses entering from hydraulic valve work port and exiting to hydraulic cylinder/motor ports
- All hydraulic hose and tubes assemblies clamped and or tie wrapped no more than every 24 inches
- All hydraulic hose and tube assemblies are properly guarded and/or shielded at any point where contact can be made against sharp edges, heat, or abrasive areas
- All additional required hydraulic hoses, fittings, stainless steel quick couplers, filters, oil, etc., to make a complete, fully tested, calibrated, and operational load sensing central hydraulic system.

#### LIQUID PREWET & SLURRY SYSTEM

##### Pre-Wet Storage Tanks- Body Mounted

- Six (6) total 50-gallon poly saddle tanks for a total capacity of 300 gallons
- Three (3) each street and three (3) each curb sides of combination dump body radius
- To permit total usage of tank liquid capacity, each tank is interconnected in series from bulkhead suction ports located in the bottom of each individual tank
- All six (6) tanks capable of being "bottom filled" simultaneously via one (1) single camlock coupler connection, with one camlock coupler located and easily accessible on both sides of combo body
- Camlock couplers to be 2- inch coupler size and include ball valve to prevent liquid spillage when making tank filling connection- one (1) each connection at both street and curb side of body

##### Poly Tank Mounting

- All stainless-steel tank mounting hardware
- Lower full length tank stainless steel mounting platform
- Full length one piece horizontal intermediate three tank stainless steel clamping bar
- Full length threaded through tank clamping bar retainers, one (1) per each tank
- Four (4) vertical intermediate platform adjustable retaining straps, one between each tank end

##### Prewet Power Unit

- Bosch Rexroth hydraulic driven liquid prewet pumping system
- System controlled and operated from Bosch Rexroth CS-661 electronic granular and liquids spreader controller and separate main hydraulic directional control valve assembly prewet valve section
- Entire prewet power unit pumping system located in stainless steel enclosure that's mounted to chassis frame rail
- Enclosure includes hydraulic motor driven bronze liquid product pump, closed loop inline output flow meter, and bulkhead mounted hydraulic pressure and return circuit connections

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- To ensure positive liquids flow, prewet power unit "inlet" to be lower than the suction ports of the poly saddle tanks
- Inlet of liquid product pump to include strainer and fresh water flushing kit for periodic system maintenance
- Output of liquid product pump to include a manual 3-way ball valve and camlock coupler to allow precise system calibration and testing of liquid flow

Spray Nozzle (pre-wetting at spinner assembly)

- One (1) Spraytronics variable orifice with deflected stream pattern to pre-wet granular materials as they exit to the rear spinner assembly

Liquid Slurry Nozzles (pre-mixing in body auger trough)

- NOT AVAILBLE WITH PINTLE CHAIN DELIVERY SYSTEM

**BASE ELECTRICAL SYSTEM LIGHTING AND COMPONENTS**

**General Electrical Components and Installation**

- All system switching to be determined buy customer
- When applicable, switches located in arm rest console and/or OEM provided chassis dash switches
- All required FMVSS108 lighting/reflectors
- All required wiring/wiring harnesses covered in abrasive resistant split loom
- All wiring harnesses to be properly secured and shielded from sharp edges and heat
- All required electrical hardware, switches, and sealed connectors
- System fully tested and operational

In Cab Power Distribution

- All components mounted to aluminum distribution panel
- As required, power distribution panel to include all necessary relays, circuit breakers, terminal strips, etc.
- Power distribution panel includes a clear poly cover and color-coded circuit diagram affixed for quick referencing of all body related electrical circuitry

Dump Body Lighting

- All FMVSS108 required lighting, all LED type
- Four (4) rubber grommeted and recessed Red LED stop, tail and turn lamps in rear corner pillars
- Two (2) rubber grommeted and recessed Clear LED reverse lamps in rear corner pillars
- Two (2) rubber grommeted and recessed Red LED marker lamps in lower rear apron/bolster
- Two (2) rubber grommeted and recessed Red LED marker lamps side facing in lower rear corner post
- Two (2) rubber grommeted and recessed Red LED clearance lamps rear facing in upper rear corner post
- Three (3) rubber grommeted and recessed Red LED center identification lamps center rear of dump body
- Two (2) rubber grommeted and recessed Amber LED clearance forward facing cabshield assembly
- Rear license plate light

Snowplow Lamps

- Buyers Products #1312200

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- "Heated" LED high intensity snowplow lights
- Die cast aluminum housing with tempered glass lens
- Hi beam/Low Beam
- Integral marker and turn signals
- Chassis hood mounted
- Mounted on stainless steel light brackets

Work Lamps

- Two (2) BPC 1492198
- Heated LED type
- 4500 Lumens
- Rated IP67 dust and Water resistant
- Two (2) "Rear Facing" mounted at rear apron of dump- one (1) each street and curb sides

Proximity Switches

- One (1) proximity switch to trigger dump body up in chassis cab warning light/alarm
- One (1) proximity switch to auto activate /deactivate snowplow power float

Rear Vision Camera System

- NONE REQUESTED/INCLUDED

Air and Pavement Temperature Sensor

- NONE REQUESTED/INCLUDED

Trailer Brake Controller

- NONE REQUESTED/INCLUDED

Heated Wiper Blades

- NONE REQUESTED/INCLUDED

SIX (6) HEAD WARNING LIGHT SYSTEM

General Electrical Components and Installation

- All system switching to be determined buy customer
- When applicable, switches located in arm rest console and/or OEM provided chassis dash switches
- All required wiring/wiring harnesses covered in abrasive resistant split loom
- All wiring harnesses to be properly secured and shielded from sharp edges and heat
- All required electrical hardware, switches, and sealed connectors
- System fully tested and operational

Dump Body Mounted Lamps-Rearward Facing

- Two (2) BPC SL62A SAE J595 Class I certified rubber grommet oblong warning lamps
- ONE (1) AMBER LED WARNING lamp recessed in STREETSIDE rear corner post of dump body

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- ONE (1) AMBER LED WARNING lamp recessed in CURBSIDE rear corner post of dump body

Cab Protector Mounted Lamps-Forward Facing

- Two (2) BPC SL62A SAE J595 Class I certified rubber grommet oblong warning lamps
ONE (1) AMBER LED WARNING lamp recessed in the CURBSIDE corner of cab protector
ONE (1) AMBER LED WARNING lamp recessed in STREET SIDE corner of cab protector

Cab Protector Mounted Lamps-Side Facing

- Two (2) SL62A SAE J595 Class I rubber grommet oblong warning lamps
ONE (1) AMBER LED WARNING lamp recessed in STREET SIDE corner of cab protector
ONE (1) AMBER LED WARNING lamp recessed in the CURBSIDE corner of cab protector

CHASSIS MOUNTED SNOWPLOW HITCH

Concord Manufactured Titan Series TTN-4000L

- Heavy duty low profile
Offset lift cap/ lift cylinder configuration
Telescopic adjustable lift arm that folds down for storage

Hydraulic Lift Ram

- Double acting power up x power down
4 inch bore x 6 inch stroke
Cylinder rod nitrated for corrosion protection

H-Frame Mounting

- Chassis specific mounting hitch mounting group
5/8-inch-thick steel reinforced side push plates
All grade 8 fasteners with "Stover" type locking nuts

Connect/Disconnect Coupler

- Concord TTN-10-SPC4
Twin horizontal hitch pin connection
Four position vertical adjustment
Welded to hitch assembly H-frame

Bumpers-Plow Hitch Mounted

- Heavy duty formed channel plow hitch mounted bumper
Two- piece design
Constructed of 1/4 inch steel plate

Hitch Assembly Painting

- Entire hitch assembly chemically cleaned, primed, and powder coated gloss black

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**SNOWPLOW AND SNOWPLOW RELATED**

- NONE REQUESTED/INCLUDED

\*YOUR TOTAL NET INSTALLED SINGLE UNIT PRICE \$ 135,691.44 (\*includes base 15% STS discount)

\*YOUR TOTAL NET INSTALLED PRICE 2-5 UNITS \$ 131,620.68 EACH (\*includes base 15% + 3% STS discount)

**MINIMUM CHASSIS REQUIREMENTS**

Chassis shall have a usable cab to axle dimension of 84.00 – 87.00 inches, AF of 60.00 inches, integral front frame extension no less than 16.00 inches, provision for front engine driven hydraulic pump i.e. FEPTO; Upfitter provisions including but not limited to electrical circuits including plow lights, trailer tow, body build receptacles (plugs), etc.; CLEAR FRAME FROM BACK OF CHASSIS CAB TO FRONT OF REAR SUSPENSION, STATIONARY HOOD GRILL, to allow for proper equipment installation. Customer to supply OEM chassis specifications for review to ensure compatibility between equipment package and chassis.

Customer to supply OEM chassis specifications for review to ensure compatibility between equipment package and chassis. Discrepancies in the requested minimum chassis requirements may result in additional charges and a signed change order will be required.

**PAYMENT DISCOUNTS**

Per our Ohio Department of Administrative Services Contract Schedule #800925, Index #STS515, an additional 0.5% (one-half of one percent) discount is available for payment(s) of invoice(s) within twenty (20) days of receipt. A payment discount will be noted on the invoice(s).

**WARRANTY INFORMATION**

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

**ESTIMATED DELIVERY PERIOD**

Based on the date of this proposal, the job completion and corresponding delivery period are projected to be approximately 150-180 days after receipt of the required purchase order(s), letter(s) of intent, letter(s) to proceed, and the arrival of your chassis(s) to Concord Road Equipment Mfg., LLC. This projected job completion and corresponding delivery period is only an estimate and may be shorter or longer by the date that your order is placed, the arrival date of required authorizations, delivery date of your chassis(s) to Concord, and lead times of Concord Road Equipment Mfg., LLC primary suppliers at the time your order is placed. Concord Road Equipment Mfg., LLC is not responsible for delays that are beyond its reasonable effort and capability to control, including but not limited to; primary supplier delays or product shortages, delays in freight, force majeure, including but not limited to 1-acts of God, such as severe acts of nature or weather events including floods, fires, earthquakes, tornados/hurricanes, or explosions; 2- war, acts of terrorism, and epidemics; 3- acts of governmental authorities such as

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expropriation, condemnation, and changes in laws and regulations; 4- strikes and labor dispute; 5- and unavoidable accidents. Per Concord Road Equipment Mfg., LLC Contract no. 800925 and Schedule no. STS515 with the Ohio Department of Administrative Services, completed deliveries can range from 60-300 days after receipt of customer order (s), and if applicable, after the arrival of your chassis(s) to Concord Road Equipment., LLC.

**INSURANCE**

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

Authorized by \_\_\_\_\_

JEFFERY S. WARFIELD

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

Accepted By \_\_\_\_\_

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation. A 3% surcharge will be added to above total when paying by credit card.