CITY OF MIDDLEBURG HEIGHTS, OHIO

Council Agenda

April 25, 2023

7:00 P.M. REGULAR MEETING

- CALL TO ORDER
- ROLL CALL
- PLEDGE OF ALLEGIANCE

Minutes of the Regular Meeting of April 11, 2023
Minutes of the Executive Session of April 11, 2023

COMMUNICATIONS

AUDIENCE PARTICIPATION

APPOINTMENTS AND CONFIRMATIONS

ORDINANCES, RESOLUTIONS AND MOTIONS

1. City Parks, Recreation & Services Committee – Mr. Ali, Chairman
2. Finance, Taxation & Assessments Committee – Mr. Bortolotto, Chairman
3. Legislation & Rules Committee – Mr. Ference, Chairman
4. Public Health, Safety & Relief Committee – Mr. McGregor, Chairman
5. Public Improvements Committee – Mr. Sage, Chairman
6. Streets, Utilities & Railroad Committee – Mr. Meany, Chairman
7. Zoning & Building Code Committee – Mr. Grech, Chairman

MAYOR'S REPORT

1. Law Director
2. Finance Director
3. Recreation Director
4. Economic Development Director
5. Service Director
6. Executive Assistant

ADJOURNMENT

2023 PENDING LEGISLATION

ORDINANCE NO. 2023-6 – INTRODUCED BY COUNCILMAN GRECH
An Ordinance approving the proposed zoning code edits submitted by Stewart Land Use.
1st Reading and Referred to Planning Commission – January 24, 2023
2nd Reading – February 14, 2023
30 Day Extension – March 28, 2023

UN-NUMBERED LEGISLATION

INTRODUCED BY COUNCIL PRESIDENT BORTOLOTTO
An Ordinance to make supplemental appropriations for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2023.

INTRODUCED BY COUNCILMAN MEANY
A Resolution authorizing the mayor and finance director to enter into a contract with Crossroads Asphalt Recycling, Inc. for General Pavement Services for 2023.

INTRODUCED BY MAYOR CASTELLI
An Ordinance authorizing the sale of real estate consisting of a vacant lot on Bagley Road no longer needed for any municipal purpose and known as Cuyahoga County Permanent Parcel Number 372-28-035.

DELIVERED APR 2 0 2023

City of Middleburg Heights, Ohio

Ordinance No. 2023-_____

Introduced by: Mr. Bortolotto, Mr. Meany and Mr. Grech

**AN ORDINANCE
TO MAKE SUPPLEMENTAL APPROPRIATIONS
FOR CURRENT EXPENDITURES AND EXPENSES
FOR THE CITY OF MIDDLEBURG
HEIGHTS FOR THE CALENDAR YEAR 2023**

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, CUYAHOGA COUNTY, STATE OF OHIO:

Section 1. That in order to provide for current expenditures and expenses for the City of Middleburg Heights for the calendar year 2023, the following sums be appropriated from the Capital Improvements Fund:

Description	Increase (Decrease)
Capital - Service - 500 Gallon Sprayer	$ 9,400.00
Total Increase to the Capital Improvements Fund	$ 9,400.00

Section 2. That it is hereby found and determined that all formal actions of this council concerning and relating to the passage 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 actions were in meetings open to the public, in compliance with all legal requirements including chapter 107 of the Codified Ordinances and section 121.22 of Ohio Revised Code.

PASSED_____ _____
PRESIDENT OF COUNCIL

ATTEST:

_____
CLERK OF COUNCIL

PRESENTED TO MAYOR_____ APPROVED ON:_____

	YEAS	NAYS
BORTOLOTTO	_____	_____
ALI	_____	_____
SAGE	_____	_____
MEANY	_____	_____
MCGREGOR	_____	_____
FERENCE	_____	_____
GRECH	_____	_____

_____
MAYOR

Working Order

SiteOne
LANDSCAPE SUPPLY

Brunswick OH #504
2925 Interstate Pkwy
Brunswick, OH 44212-4327
W: (330)220-8691

Sold To:
City Of Middleburg Heights (#90455)
15700 Bagley Rd
Cleveland, OH 44130-4832
W: (440)234-2216 F: (440)234-4934

Ship To:
City Of Middleburg Heights (#90455)
15700 Bagley Rd
Cleveland, OH 44130-4832
W: (440)234-2216 F: (440)234-4934

Ordered	Master Order#	PO#
12/19/2022	M125930514	sprayer quote 2

Printed	Customer Contact	Sales Associate
12/20/2022	mike nadeo	Thomas Woznicki

For Chemical Emergency Spill, Leak, Fire, Exposure, or Accident Emergency Response Assistance, call: CHEMTREC Day or Night- 1 (800) 424-9300

Order#: 125930514-001 Ship Via:Customer Pick up

LN	Item #	Description	Qty Ordered	Qty Cancelled	Qty Shipped	Qty Open	Net Price	Ext. Price
1	21-85LGXX-KA43	LESCO Sprayer 500 gal. Skid 5.5 HP Honda UDOR KA43 Pump (Hose & Reel Sold Separately)	1	0	0	1	7313.825 / EA	7313.83
2	HA-9939-1018	Hannay Hose Reel Guide For 18 in Hannay Reels	1	0	0	1	305.292 / EA	305.29
4	53-HAE1526-0	LESCO Hose Reel Package 18 in. Hannay Electric 300 ft. x 1/2 in. Hose	1	0	0	1	1550.950 / EA	1550.95

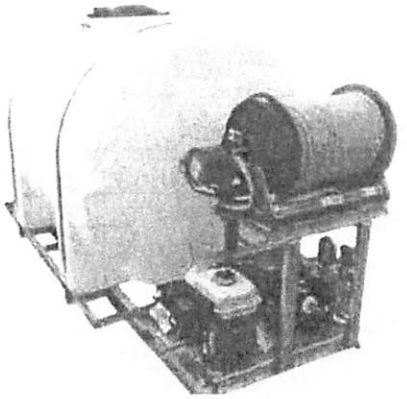
Subtotal:	$9170.07
Sales Tax:	$0.00
Freight:	$0.00
Estimated Total:	$9170.07

This working order is for reviewing purposes only. This is not a receipt.

CUSTOMER SIGNATURE: _____

SiteOne Landscape Supply warrants that all products conform to the description on the label. Because conditions of use, which are of critical importance are beyond our control, seller makes no warranty, expressed or implied, concerning the use of these products. No employee of the company is authorized to make any warranty or representation, expressed or implied, concerning our products. Always follow directions and carefully observe all precautions on the label or manufacturer's instructions. Products used contrary to directions may cause serious plant or personal injury. Buyer assumes all risk of use of handling whether in accordance with direction or not and accepts the products sold to them by this company on these conditions.

Note: Returns subject to 25% restock charge.



LESCO : 21-85LGXX-P530

LESCO Sprayer 500 gal. Skid 5.5 HP Honda P530 Pump (Hose & Reel Sold Separately)

- Diaphragm Pump
- Gas Powered Engine
- Stainless Steel Frame

Special Order Only. **Check Other Stores** ›

Check Other Stores ›

This item is not stocked nearby. If you need this item now, you can Check In Stock items at Other Stores in your expanded area, or contact your branch at (330)-220-8691 to place a special order.

Description

Skid mounted commercial base sprayers are built for industrial use. These units are built to be used in Lawn Care, Pest Control, Tree Service and many other markets.

Add to List

DELIVERED APR 2 0 2023

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2023-

Introduced By: Mr. Meany
Co-Sponsors: Mr. Ali, Mr. McGregor

A RESOLUTION AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ENTER INTO A CONTRACT WITH CROSSROADS ASPHALT RECYCLING, INC. FOR GENERAL PAVEMENT SERVICES FOR 2023

WHEREAS, pursuant to legal advertisement duly made, sealed bids were received on April 12, 2023, for GENERAL PAVEMENT SERVICES FOR 2023 in accordance with specifications on file with the City Engineer; and

WHEREAS, the bid of Crossroads Asphalt Recycling, Inc., 13421 Hawke Road, Columbia Station, OH 44028 for General Pavement Services for 2023 in the amount of $700,000.00 is determined to be the lowest and best bid, therefore.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the bid of Crossroads Asphalt Recycling, Inc. for General Pavement Services for 2023 in an amount not to exceed $700,000.00 being the lowest and best bid submitted pursuant to legal advertisement and specifications on file with the City Engineer, be and the same is hereby accepted.

Section 2: That the Mayor and Finance Director are hereby authorized to enter into a contract with Crossroads Asphalt Recycling, Inc., 13421 Hawke Road, Columbia Station, OH 44028 in accordance with Section 1 of this Resolution.

Section 3: That there is hereby appropriated up to $700,000.00 from the Street/Infrastructure Capital Improvement Fund to implement this Resolution.

Section 4: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: _____

_____
President of Council

Attest: _____
Clerk of Council

Approved On: _____

Presented to Mayor: _____

_____
Mayor

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____
McGregor	_____	_____
Ference	_____	_____
Grech	_____	_____

Department of Engineering

CITY OF MIDDLEBURG HEIGHTS

15700 Bagley Road • Middleburg Heights, Ohio 44130

Matthew J. Castelli
Mayor

Michael Mackay
City Engineer

MEMO

TO: Mayor Castelli and Council

CC: Santo Incorvaia
Jason Stewart
Jim Herron
Michael Mackay

FROM: Kimberly Kerber

DATE: April 20, 2023

RE: 2023 General Pavement Services

Attached is the bid tabulation for the referenced project. We received two bids.

We have reviewed the bids and Geauga Highway Co. did not provide a complete bid. Instructions to Bidders, Paragraph 6 on Page 6 of the specifications states the Each BIDDER must BID on all Items and Alternates contained in the BID Schedule. Geauga Highway Co. did not bid on each item; therefore, Geauga Highway Co.'s bid should be considered informal and we recommend rejecting Geauga Highway Co.'s bid. (Instructions to Bidders, Paragraph 1, Page 7 of the specifications)

The lowest responsible bidder was Crossroads Asphalt Recycling Inc. in the amount of $652,304.50. Crossroads Asphalt Recycling, Inc. is prequalified by the Ohio Department of Transportation (ODOT) for the type of work involved on this project. Crossroads Asphalt Recycling, Inc. has also successfully completed the 2019 thru 2022 General Pavement Services contracts and other projects in the City of Middleburg Heights, City of Rocky River, and the City of Olmsted Falls. The City of Rocky River provided a favorable recommendation.

We also performed a certified search of the unresolved findings database for Crossroads Asphalt Recycling, Inc. and they are not listed in the database. A copy of the certified search is attached hereto.

I recommend the contract in the amount of $700,000.00 be awarded to:

Crossroads Asphalt Recycling, Inc.
13421 Hawke Road
Columbia Station, OH 44028.

Kimberly R. Kerber

Kimberly Kerber

Enclosure

DELIVERED APR 2 0 2023

CITY OF MIDDLEBURG HEIGHTS, OHIO

Ordinance No. 2023-

Introduced By: Mayor Matthew Castelli

AN ORDINANCE AUTHORIZING THE SALE OF REAL ESTATE CONSISTING OF A VACANT LOT ON BAGLEY ROAD NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND KNOWN AS CUYAHOGA COUNTY PERMANENT PARCEL NUMBER 372-28-035

WHEREAS, the City is the owner of a parcel of real estate located at 15120 Bagley Road known as Cuyahoga County Permanent Parcel 372-28-035; and

WHEREAS, said parcel is a vacant lot and for which the City has no foreseeable municipal purpose; and

WHEREAS, the City and the Purchaser deem it advantageous to each of them to sell the Property to the Purchaser for consolidation with other property owned by the Purchaser for a new building/development; and

WHEREAS, it is the desire of Council and the Administration to return this parcel to productive use.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor and Finance Director are hereby authorized to enter into a purchase agreement, a copy of which is attached hereto and marked "Exhibit A", to sell a parcel of real estate for which the City has no foreseeable municipal purpose, which is located at 15120 Bagley Road, known as Cuyahoga County Permanent Parcel 372-28-035.

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage 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 actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: _____ _____

President of Council

Attest: _____
Clerk of Council

Approved On: _____

Presented to Mayor: _____

_____
Mayor

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____
McGregor	_____	_____
Ference	_____	_____
Grech	_____	_____

PURCHASE AGREEMENT

THIS AGREEMENT is made and entered as of the last date of execution specified below, by and between the City of Middleburg Heights, Ohio hereinafter referred to as SELLER, and Laith, LLC, hereinafter referred to as PURCHASER.

1. SELLER agrees to sell, and PURCHASER agrees to purchase the following described real estate with appurtenances, located at **15120 Bagley Road** in the City of Middleburg Heights, County of Cuyahoga, and State of Ohio: one vacant parcel of property designated by the Cuyahoga County Fiscal Officer as Permanent Parcel No. **372-28-035** and consisting of approximately .371 acres (hereinafter the "Property"). The Property shall include the land, all appurtenant rights, privileges, and easements in their present condition "as is", and further described in Exhibit A. Purchaser acknowledges that this is a non-conforming lot, and that Purchaser will consolidate the Property with Permanent Parcel Number **372-28-009**.
2. PURCHASER agrees to pay Five Thousand Dollars ($5,000.00) as an earnest money deposit upon execution of this agreement, and an additional One Hundred Twenty Thousand Dollars ($120,000.00) cash for the property upon title transfer, a total purchase price of One Hundred Twenty-Five Thousand Dollars ($125,000.00) in addition to the following consideration:
    a. Purchaser represents to Seller that Purchaser will consolidate the Property with Permanent Parcel Number **372-28-009.**
    b. Purchaser represents to Seller that Purchaser will make application for necessary approvals and permits from the City of Middleburg Heights, including the approval of design standards of the building/development by the City of Middleburg Heights, and that said application will be made within thirty (30) days of this agreement, for a new building consisting of not less than five thousand (5,000) square feet.
    c. Purchaser represents to Seller that Purchaser will raze and remove the building presently on Permanent Parcel Number **372-28-009** within ninety (90) days of closing/transfer of title.
    d. Purchaser represents to Seller that Purchaser will complete the construction of and obtain occupancy permits for the new building/development within twelve (12) months of closing/transfer of title.

In the event Purchaser fails to comply with any representation in 2 a, b, c, or d above, Seller shall have the option to: (1) grant Purchaser additional time to comply; (2) elect

to have the property revert back to Seller less the Earnest Money deposit and any expenses Seller has incurred as a result of this transaction and any expenses of a lot split, if necessary; or (3) to take no action. Seller's failure to exercise the options listed above or to take no action, upon any passage of a date or deadline as represented in 2 a, b, c, or d, shall not constitute a waiver of the Seller's ability to exercise the listed options should Purchaser fail to comply with any subsequent representations listed above in 2 a, b, c, and/or d.

3. SELLER shall furnish a Warranty Deed conveying to PURCHASER, or nominee, a marketable title to the Property, free and clear of all liens and encumbrances whatsoever, except: (a) restrictions of record and any reservations and easements created in conjunction with such restrictions that do not materially adversely affect the use or value of the property; (b) zoning ordinances, if any; (c) taxes and assessments, both general and special, not yet due and payable, for the current half of the taxable year and thereafter.
4. SELLER shall furnish a Title Guaranty in the amount of the purchase price, as evidence of assurance that there has been conveyed to PURCHASER, or nominee, the title required to be conveyed hereunder. Should PURCHASER desire, Purchaser may obtain a Fee Policy of Title Insurance, so long as Purchaser pays the increased premium due because of such additional coverage.
5. All general and special taxes, and all annual maintenance charges, if any, shall be prorated as of the date of filing the deed for record, on the basis of the latest available tax duplicate, provided, however, that the full amount of all installments on any special assessments, whenever payable, shall be prorated and assumed by PURCHASER.
6. All documents and funds necessary to the completion of this transaction shall be placed in escrow with Maximum Title & Escrow Services, Inc., 400 W. Bagley Road, Berea, OH 44017, on or before _____, subject to their standard conditions of escrow acceptance. If a defect in title appears, SELLER shall have thirty (30) days after notice to remove said defect.
7. The Escrow Agent shall charge to SELLER and pay out of the purchase price the following: (a) the cost of the title exam and Title Guaranty required hereunder; (b) amount due to discharge any lien encumbering the property and the cost of recording

the cancellation thereof; (c) any amount due PURCHASER by reason of prorations; and (d) the amount of any special assessments payable by SELLER. SELLER shall also pay directly all utility charges to the date of filing the deed for record or date of possession, whichever is later. PURCHASER shall pay the following: (a) any real estate transfer tax; (b) attorney fees incurred to prepare the Warranty Deed; (c) the escrow fee; (d) all fees and costs incident to filing the deed; (e) costs of any inspections requested by PURCHASER; and (f) the additional premium cost for the Owner's Fee Title Insurance Policy, if desired;

8. SELLER shall deliver possession of the property to PURCHASER upon filing the deed for record.
9. The obligations of SELLER to consummate at the Closing of the transaction herein contemplated are subject to the following conditions:
   a. PURCHASER shall have performed all agreements on their part required to be performed under this Agreement prior to closing and shall not be in default under any of the provisions of this Agreement; and
   b. PURCHASER shall have delivered the Purchase Price to the Escrow Agent as set forth in paragraph 2 hereof.
10. SELLER agrees the PURCHASER shall be permitted access to the Property at all reasonable times to inspect same.
11. PURCHASER stipulates that there have been no express or implied representations, warranties or statements concerning the condition of said premises, the value of same, the improvements thereon, the use that can be made of said premises, or anything concerning same other than what is included in this written Purchase Agreement.
12. Neither SELLER nor PURCHASER has retained any broker in connection with this transaction, and each party hereto agrees to defend, indemnify, and hold the other harmless against any claim or claims of any broker or any other representative for commission, or finder's fee or expenses alleged by any third parties to be incurred by or on behalf of the indemnifying party.
13. This Agreement shall not be assigned by either party hereto without the express written consent of the other.

14. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

15. Any notices provided for herein to SELLER or PURCHASER shall be in writing and deemed to have been given when mailed, postage paid, by registered or certified mail, return receipt requested, as follows:

TO SELLER:	City of Middleburg Heights c/o Santo T. Incorvaia 15700 Bagley Road Middleburg Heights, OH 44130
TO PURCHASER:	Laith, LLC c/o Zayed Gihad 7250 Pearl Road Middleburg Heights, OH 44130

16. This agreement is subject to the Middleburg Heights City Council authorizing the Mayor/Administration to enter into this agreement.

17. Upon execution of this Agreement, it shall become binding upon and accrue to the benefit of SELLER and PURCHASER and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, this Agreement has been duly executed by the SELLER and PURCHASER on the dates set forth below.

SELLER

CITY OF MIDDLEBURG HEIGHTS, OHIO

_____
Date

_____
By: Matthew J. Castelli, Mayor

APPROVED AS TO LEGAL FORM

_____
Santo T. Incorvaia, Law Director

PURCHASER

Laith, LLC

04/20/2023
Date

_____ - Laith LLC
By: Zayed Gihad
~~Its: President~~ Managing Member

EXHIBIT A
LEGAL DESCRIPTION

Situated in the City of Middleburg Heights, County of Cuyahoga and State of Ohio and known as being part of Original Middleburg Township Lot No. 17, Turnpike Tract, and bounded and described as follows:

Beginning on the Northeasterly line of Bagley Road, 60 feet wide, at its intersection with the Southeasterly line of a parcel of land conveyed to Lucius F. Baker and Margaret J. Baker by deed recorded in Volume 6899, Page 327 of Cuyahoga County Records of Deeds;

Thence South 46^0 31 ' 54" east, along the Northeasterly line of Bagley Road, a distance of 75.00 feet;

Thence North 43^0 43' 06" East, a distance of 254.37 feet;

Thence North 46^0 27' 54" West, a distance of 75.00 feet more or less to the Southeasterly line of land so conveyed to Lucius and Margaret Baker;

Thence South 43^0 43' 06" West, along the Southeasterly line of land conveyed to Lucius and Margaret Baker, a distance of 254.37 feet to the place of beginning, excepting that part conveyed to the Board of County Commissioners of Cuyahoga County by deed recorded in Volume 14227, Page 749 of Cuyahoga County Records.

PPN: 372-28-035