



# City of Strongsville

16099 Foltz Parkway  
Strongsville, Ohio 44149-5598  
Phone: 440-580-3110  
[www.strongsville.org](http://www.strongsville.org)

December 28, 2023

## City Council

James A. Kaminski  
Ward 1

Annmarie P. Roff  
Ward 2

Thomas M. Clark  
Ward 3

Gordon C. Short  
Ward 4

Joseph C. DeMio  
At-Large

James E. Carbone  
At-Large

Kelly A. Kosek  
At-Large

Aimee Pientka, MMC  
Clerk of Council

## MEETING NOTICE

City Council has scheduled the following meetings for **Tuesday, January 2, 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 6:30 p.m.** All committees listed will meet immediately following the previous committee:

**6:30 P.M.** **Planning, Zoning & Engineering Committee** will meet to discuss Ordinance No. 2024-001.

**Public Safety & Health Committee** will meet to discuss Ordinance Nos. 2024-002, 2024-003 and Resolution No. 2024-004.

**Committee of the Whole** will meet to discuss Ordinance No. 2024-005 and consider a motion to adjourn into **Executive Session** for the purpose of discussing personnel matters of the Council office pertaining to the appointment of a public official.

**7:00 P.M.** **Organizational and 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



**ORGANIZATIONAL AND REGULAR  
STRONGSVILLE CITY COUNCIL MEETING  
TUESDAY, JANUARY 2, 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. ORGANIZATION:
  - A. Election of Council President
  - B. Election of Council President Pro Tem
  - C. Appointment of Council Representative to Planning Commission
  - D. Appointment of Council Representative to Southwest General Health Center Board of Trustees
  - E. Appointment of Council Representative to Strongsville School Board
  - F. Appointment of Standing Council Committees
6. COMMENTS ON MINUTES:
  - *Regular Council Meeting – December 18, 2023*
7. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
  - Mayor's appointment and confirmation of Bradley Bender to a four (4) year term on the City's Civil Service Commission, effective January 2, 2024, and expiring on January 1, 2028.
  - Mayor's appointment and confirmation of Thomas Burichin to a four (4) year term on the City's Civil Service Commission, effective January 2, 2024, and expiring January 1, 2028.
8. REPORTS OF COUNCIL COMMITTEE:
  - SCHOOL BOARD – Clark
  - BUILDING & UTILITIES – Clark
  - SOUTHWEST GENERAL HEALTH SYSTEM – Short
  - ECONOMIC DEVELOPMENT – Short
  - PUBLIC SERVICE AND CONSERVATION – DeMio
  - FINANCE – Kosek
  - PLANNING, ZONING AND ENGINEERING – Kaminski

- PUBLIC SAFETY AND HEALTH – Kaminski
  - RECREATION AND COMMUNITY SERVICES – Roff
  - COMMUNICATIONS AND TECHNOLOGY – Carbone
  - COMMITTEE-OF-THE-WHOLE – Carbone
9. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
- MAYOR PERCIAK:
  - FINANCE DEPARTMENT:
  - LAW DEPARTMENT:
10. AUDIENCE PARTICIPATION:
11. ORDINANCES AND RESOLUTIONS:
- Ordinance No. 2024-001 by Mayor Perciak and All Members of Council. AN ORDINANCE ACCEPTING FOR DEDICATION TO PUBLIC USE CERTAIN LANDS WITHIN CAMDEN WOODS SUBDIVISION; ACCEPTING CERTAIN PUBLIC UTILITIES CONSTRUCTED THEREIN AND AUTHORIZING AND DIRECTING THE ACTS REQUIRED IN FURTHERANCE THEREOF, AND DECLARING AN EMERGENCY.
  - Ordinance No. 2024-002 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SEVENTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF OLMSTED FALLS, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2024, AND DECLARING AN EMERGENCY.
  - Ordinance No. 2024-003 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN EIGHTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF BEREA, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2024, AND DECLARING AN EMERGENCY.
  - Resolution No. 2024-004 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING TWO DONATIONS OF \$1,000.00 EACH FROM SWAGELOK COMPANY TO THE CITY OF STRONGSVILLE TO BE USED FOR EDUCATION AND TRAINING FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS.
  - Ordinance No. 2024-005 by Mayor Perciak and All Members of Council. AN ORDINANCE ENACTING A NEW CHAPTER 841 "RECREATIONAL MARIJUANA" OF TITLE TWO OF PART EIGHT-BUSINESS REGULATION AND TAXATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING THE SALE OF RECREATIONAL MARIJUANA, AND DECLARING AN EMERGENCY.

12. COMMUNICATIONS, PETITIONS AND CLAIMS:
13. MISCELLANEOUS BUSINESS:
14. ADJOURNMENT:



**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2024 – 001**

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

**AN ORDINANCE ACCEPTING FOR DEDICATION TO PUBLIC USE CERTAIN LANDS WITHIN CAMDEN WOODS SUBDIVISION; ACCEPTING CERTAIN PUBLIC UTILITIES CONSTRUCTED THEREIN AND AUTHORIZING AND DIRECTING THE ACTS REQUIRED IN FURTHERANCE THEREOF, AND DECLARING AN EMERGENCY.**

WHEREAS, Camden Woods, LLC, an Ohio limited liability company (hereinafter referred to as "Developer"), owner of Camden Woods Subdivision, is offering to the City of Strongsville for dedication to public use certain lands for streets, drives, roads, and easements (the "Public Rights-of-way"), as shown on the plat for that subdivision (the "Subdivision Plat"); and

WHEREAS, the Developer is offering to the City of Strongsville for acceptance certain public utilities, public sanitary and storm sewers, and appurtenances constructed above and beneath the surface of the ground within the aforesaid lands (the "Public Improvements") as shown in the improvements plans for said subdivision approved by the City Engineer on April 13, 2023, and on file with the City Engineer (hereinafter referred to as "Improvement Plans"); and

WHEREAS, the City Engineer has reported that certain of the Public Improvements, including street pavements, curbs, sanitary sewer systems, storm sewer systems, and water mains as shown on the Subdivision Plat and described in the Improvement Plans have been completed, and that the installation of sidewalks and landscaping is not complete.

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

**Section 1.** That Council finds and determines that it is in the public interest to accept for dedication to public use the Public Rights-of-way prior to the completion of the installation of sidewalks and landscaping, provided that the Developer shall deposit in escrow with the City's Director of Finance, an amount no less than 100% of the cost of completing the sidewalks and landscaping, all as determined by the City Engineer, conditioned upon the full completion of the aforesaid improvements to be constructed and/or installed in such Public Rights-of-way no later than October 1, 2024 for the sidewalks and landscaping, and provided that, upon completion of such sidewalk and landscaping improvements, the Developer provides to the City a bond securing or guaranteeing the maintenance of such sidewalk and landscape improvements for a period not less than two years from and after the effective date of the subsequent ordinance accepting such sidewalk and landscaping improvements, in a sum no less than 10% of the cost of the installation of such sidewalk and landscaping improvements.

**Section 2.** That all of the Public Rights-of-way offered to the City of Strongsville be and are hereby accepted by the City of Strongsville and dedicated to public use, subject to the conditions set forth in Section 1 of this Ordinance and provided that the Developer provides to the City a bond securing or guaranteeing the maintenance of the Public Improvements for a

period of not less than two years from and after the effective date of this Ordinance in a sum no less than 10% of the cost of installation of the improvements.

**Section 3.** That all of the Public Improvements constructed above and beneath the surface of the ground within the aforesaid Public Rights-of-way, all as shown on the Improvement Plans, except private storm and sanitary sewers, utilities, and appurtenances which do not serve the general public and the sidewalk and landscaping improvements in said Subdivision, be and are hereby accepted by the City of Strongsville, subject to the provisions of this Ordinance.

**Section 4.** That the Clerk of Council be and is hereby authorized and directed to execute the acceptance and dedication on the Subdivision Plat upon determination that the City is in receipt of the required bonds or deposits and the Developer's deposit of such sums as are required to pay existing taxes, liens, or other assessments which are a lien upon any of the lands to be accepted or dedicated by this Ordinance, and to pay the fees to effect recording with the Fiscal Office of Cuyahoga County.

**Section 5.** That the City Engineer be and is hereby authorized and directed to cause said Subdivision Plat to be filed for record with the Fiscal Office of Cuyahoga County as provided by law, upon the Engineer's determination that, as of the date and hour of such filing the City, or its authorized agent, is in receipt of a statement of title guarantee in an amount of One Thousand Dollars (\$1,000.00) issued by a title company approved by said Engineer showing title to all lands dedicated to public use shown on the Subdivision Plat to be good in the name of the City of Strongsville, free and clear of any easements, taxes, liens, assessments, or other encumbrances of any kind except as set forth in this Ordinance, and that any and all required bonds and deposits have been submitted and approved.

**Section 6.** That this Council further directs that such sums as shall be required to pay existing taxes, liens, or other assessments which are a lien upon any of the lands to be dedicated in this subdivision shall be deposited with the City of Strongsville before the evidence of acceptance of the City of Strongsville is entered upon the dedication.

**Section 7.** 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 8.** 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 meet 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

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

Ord. No. 2024-001 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 – 002

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SEVENTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF OLMSTED FALLS, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2024, AND DECLARING AN EMERGENCY.**

WHEREAS, through adoption of Ordinance No. 2014-177 on September 5, 2014, the Strongsville City Council authorized an Agreement with the City of Olmsted Falls for public safety services; and

WHEREAS, through adoption of Ordinance No. 99-2014 on September 9, 2014, the Olmsted Falls City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on September 16, 2014, Strongsville and Olmsted Falls entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Olmsted Falls Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Olmsted Falls Police Department and the Olmsted Falls Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Olmsted Falls agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter, on January 18, 2017, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the second year of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-008; and

WHEREAS, additionally, through passage of Ordinance Nos. 2017-208, 2020-010, 2020-175, 2021-151 and 2023-016, Council authorized the Mayor to enter into subsequent amendments to the *Agreement for Public Safety Dispatch Services*, consistent with such Agreement; and

WHEREAS, now based upon the nine (9) years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend and adjust the provision relating to payment for Dispatch Services; and

WHEREAS, therefore, Olmsted Falls has agreed to a *Seventh Amendment to Agreement* providing for an increase in fees commencing January 1, 2024.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 002

Page 2

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

**Section 1.** That the Mayor be and is hereby authorized and directed to enter into a *Seventh Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of Olmsted Falls, Ohio*, providing for an adjustment in the payment of fees to the City of Strongsville for dispatch services for 2024, commencing January 1, 2024, at an adjusted rate of \$25,219.17 per month, for a total of \$302,630.00 for the year 2024, in accordance with the terms and conditions set forth in the *Seventh Amendment to Agreement* attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

**Section 2.** That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2024 and shall be paid from the General Fund.

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

**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 enter into the Seventh Amendment to Agreement to provide for proper and fair compensation to the City for dispatch services, to act in accordance with the terms and conditions of the Agreement, 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

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

Ord. No. 2024-002 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**ORDINANCE NO. 42-2023**

**INTRODUCED BY: MAYOR JAMES P. GRAVEN**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO THE SEVENTH AMENDMENT TO THE AGREEMENT BY AND BETWEEN THE CITIES OF OLMSTED FALLS AND STRONGSVILLE FOR REGIONAL DISPATCH SERVICES IN THE SOUTHWEST AREAS, FOR 2024, APPROPRIATING FUNDS THEREFOR, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ordinance 99-2014, 65-2016, 52-2017, 04-2020, 47-2020, 53-2021 and 60-2022 the City has previously entered into Agreements with the City of Strongsville to provide dispatch services for the City of Olmsted Falls through December 31, 2023; and

WHEREAS, it is necessary to extend the period of such Agreements so that dispatch services may continue to be provided in 2024 by Strongsville's Southwest Regional Dispatch Center for the City of Olmsted Falls at the annual cost of \$302,630.00. Now therefore,

**BE IT ORDAINED BY THE COUNCIL OF THE CITY OF OLMSTED FALLS, OHIO, THAT:**

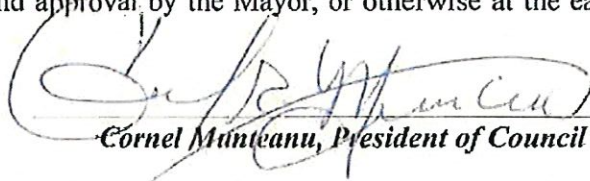
**SECTION 1.** The Mayor is hereby authorized to enter into any and all Amendments to the Agreement (including Exhibit "A" attached hereto and fully incorporated herein) with the City of Strongsville for the continuing provision of dispatch services for the City of Olmsted Falls at the Strongsville Regional Dispatch Communications Center for 2024 at the annual cost of \$302,630.00.

**SECTION 2.** That the Mayor is authorized to execute any and all related agreements, documents and related papers necessary to effectuate the purposes of this Ordinance to effectively and efficiently provide for emergency dispatch services in the City as part of a regional dispatch program.


**SECTION 3.** That the funds necessary to comply with the terms of said Agreement for calendar year 2024 are hereby appropriated from the general fund bearing Fund No. 010 for accounting purposes, and the Director of Finance is hereby authorized to pay such amounts as they fall due pursuant to the Terms of said Agreement for 2024.

**SECTION 4.** The Council finds and determines that all formal actions of this Council relating to the adoption of this Ordinance have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public, in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

**SECTION 5.** This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the residents of the City of Olmsted Falls for the reason that the City needs to continue to provide public safety dispatch services without interruption, and therefore, this Ordinance shall be effective immediately upon the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor, or otherwise at the earliest time allowed by law.

  
Cornel Munteanu, President of Council

PASSED: DECEMBER 12, 2023

APPROVED:   
James P. Graven, Mayor 12-13-23  
Date


APPROVED AS TO FORM:   
Max Rieker, Director of Law

ATTEST:   
Angela Mancini, Clerk of Council


First Reading: NOVEMBER 14, 2023

Second Reading: NOVEMBER 28, 2023

Third Reading: DECEMBER 12, 2023

**POSTING CERTIFICATE OF OLMSTED FALLS**  
Angi Mancini, Clerk of Council of the City of Olmsted Falls, hereby certify that Res/Ord 42-2023 was duly posted on the 10 day of NOV, 2023 and will remain so posted for a period of 15 days after its effective date as required by the Charter of the City  
 Clerk of Council

	Yea	Nay
Munteanu	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chitester	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Coy	<input checked="" type="checkbox"/>	<input type="checkbox"/>
McFadden	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wolanin	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Buchholz	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Saari	<u>EXCUSED</u>	<input type="checkbox"/>

I, ANGI MANCINI, CLERK OF COUNCIL OF OLMSTED FALLS, COUNTY OF CUYAHOGA, STATE OF OHIO, DO HEREBY CERTIFY THAT THE FOREGOING ORD. OR RESOL. NO. 42 WAS DULY AND REGULARLY ADOPTED BY THIS COUNCIL AT A MEETING HELD ON DEC 12, 2023  
 CLERK

**SEVENTH AMENDMENT TO AGREEMENT  
FOR PUBLIC SAFETY DISPATCH SERVICES  
BETWEEN  
THE CITY OF STRONGSVILLE, OHIO AND  
THE CITY OF OLMSTED FALLS, OHIO**

**THIS SEVENTH AMENDMENT TO AGREEMENT** made at Strongsville, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and the **CITY OF OLMSTED FALLS**, Ohio, hereinafter designated as "Falls".

**WITNESSETH:**

WHEREAS, through adoption of Ordinance No. 2014-177 on September 5, 2014, the Strongsville City Council authorized an Agreement with the City of Olmsted Falls for public safety services; and

WHEREAS, through adoption of Ordinance No. 99-2014 on September 9, 2014, the Olmsted Falls City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on September 16, 2014, Strongsville and Falls entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Olmsted Falls Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Olmsted Falls Police Department and the Olmsted Falls Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Falls agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter, on January 18, 2017, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the second year of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-008; and

WHEREAS, additionally, thereafter on November 15, 2017, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon three years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2017-208; and

WHEREAS, for the year 2019, there was no adjustment to the amount paid by Olmsted Falls, from the rate of pay set forth in the Second Amendment To Agreement between the parties; and

WHEREAS, however, thereafter on January 21, 2020, the parties entered into a *Third Amendment to Agreement* providing for an adjustment to the provision for payment based upon five years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2020-010; and

WHEREAS, on December 21, 2020, the parties entered into a *Fourth Amendment to Agreement* providing for an adjustment to the provision for payment based upon six years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2020-175; and

WHEREAS, on November 15, 2021, the parties entered into a *Fifth Amendment to Agreement* providing for an adjustment to the provision for payment based upon seven years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-151; and

WHEREAS, for the year 2023, the parties entered into a *Sixth Amendment to Agreement* providing for an adjustment to the provision for payment based upon eight (8) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2023-016; and

WHEREAS, now based upon the nine (9) years of operations and in accordance with provisions of said Agreement, it is now necessary to amend the provision relating to payment for Dispatch Services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in the Agreement and herein, it is agreed as follows:

1. Article I(F) of the Agreement be and is hereby amended to read in part as follows:

\* \* \*

"F. Payment for Dispatch Services: Falls, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville for the first year of the contract, the amount of Twenty Thousand Dollars (\$20,000.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total annual fee of Two Hundred Forty Thousand Dollars (\$240,000.00) through December 31, 2015. For the second year of the contract, payment shall be as computed in this Section F, but in no event shall it exceed the sum of Twenty Thousand Dollars (\$20,000.00) per month. For the period of operation from January 1, 2017 through December 31 2017, Falls will pay Strongsville at an increased rate of Twenty Thousand Two Hundred Dollars (\$20,200.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total of Two Hundred Forty-Two Thousand Four Hundred Dollars (\$242,400.00) for such third year of operation. For the period of operation from January 1, 2018 through December 31, 2018, Falls

will pay Strongsville at an increased rate of Twenty Thousand Three Hundred Seventeen (\$20,317.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total of Two Hundred Forty-Three Thousand Eight Hundred Four Dollars (\$243,804.00) for the fourth year of operation. For the period of operation from January 1, 2020 to December 31, 2020, Olmsted Falls will pay Strongsville at an increased rate of pay of Twenty-One Thousand Five Hundred Thirty-Six and 00/100 Dollars (\$21,536.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Two Hundred Fifty-Eight Thousand Four Hundred Thirty-Two and 00/100 Dollars (\$258,432.00) for such year of operation. For the period of operation from January 1, 2021 to December 31, 2021, Olmsted Falls will pay Strongsville at an increased rate of pay of Twenty-Two Thousand Eight Hundred Twenty-Eight and 16/100 Dollars (\$22,828.16) per month by the first of each month for Dispatch Services provided in that month, for a total of Two Hundred Seventy-Three Thousand Nine Hundred Thirty-Seven and 92/100 Dollars (\$273,937.92) for such year of operation. For the period of operation from January 1, 2022 to December 31, 2022, Olmsted Falls will pay Strongsville at an increased rate of pay of Twenty-Three Thousand Three Hundred Thirty-Four and 00/100 Dollars (\$23,334.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Two Hundred Eighty Thousand Eight and 00/100 Dollars (\$280,008.00) for such year of operation. For the period of operation from January 1, 2023 to December 31, 2023, Olmsted Falls will pay Strongsville at an increased rate of pay of Twenty-Four Thousand Seven Hundred Thirty-Three and 00/100 Dollars (\$24,733.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Two Hundred Ninety-Six Thousand Seven Hundred Ninety-Six and 00/100 Dollars (\$296,796.00) for such year of operation." **For the period of operation from January 1, 2024 to December 31, 2024, Olmsted Falls will pay Strongsville at an increased rate of pay of Twenty-Five Thousand Two Hundred Nineteen and 17/100 Dollars (\$25,219.17) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Two Thousand Six Hundred Thirty and 00/100 Dollars (\$302,630.00) for such year of operation."**

\* \* \*

2. This Seventh Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2024 only as specifically set forth herein. All rights and obligations of Strongsville and Falls under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

3. This Seventh Amendment to Agreement shall be binding upon Strongsville and Falls and their respective successors and assigns.

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

Signed in the presence of:

Mary Stause

**CITY OF OLMSTED FALLS**  
("Falls")

By:

James Patrick Graven, Mayor

**CITY OF STRONGSVILLE**  
("Strongsville")

By:

Thomas P. Perciak, Mayor

#### **CERTIFICATE OF FINANCE DIRECTOR**

I hereby certify that the amount of money required to meet the expenditures called for by this Amendment to Agreement is in the treasury, to the credit of the fund for which it is to be drawn, or in the process of collection, and not appropriated for any other purpose.

Date

12/27/23

Cory Swaisgood, Finance Director,  
City of Olmsted Falls

#### **CERTIFICATE OF LAW DIRECTOR FOR THE CITY OF OLMSTED FALLS**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 27<sup>th</sup> day of December, 2023.

Max Rieker, Law Director

**CERTIFICATE OF LAW DIRECTOR FOR THE  
CITY OF STRONGSVILLE**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Neal M. Jamison, Law Director

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 003

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN EIGHTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF BEREA, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2024, AND DECLARING AN EMERGENCY.**

WHEREAS, through adoption of Ordinance No. 2014-178 on October 20, 2014, the Strongsville City Council authorized an Agreement with the City of Berea for public safety services; and

WHEREAS, through adoption of Ordinance No. 2014-77 on October 20, 2014, the Berea City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on November 3, 2014, Strongsville and Berea entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Berea Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Berea Police Department and the Berea Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Berea agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter on February 17, 2016, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2016-022; and

WHEREAS, additionally, through passage of Ordinance Nos. 2016-220, 2018-009, 2020-002, 2020-176, 2021-165 and 2022-010, Council authorized the Mayor to enter into subsequent amendments to the *Agreement for Public Safety Dispatch Services*, consistent with such Agreement; and

WHEREAS, based upon nine (9) years of operations and in accordance with provisions of said Agreement, it is now necessary to amend the provision relating to payment for Dispatch Services; and

WHEREAS, Berea has agreed to such an Eighth Amendment providing for an increase in fees commencing January 1, 2024.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 003

Page 2

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

**Section 1.** That the Mayor be and is hereby authorized and directed to enter into an *Eighth Amendment to Agreement* for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of Berea, Ohio, providing for an adjustment in the payment of fees to the City of Strongsville for dispatch services for 2024, commencing January 1, 2024, at an adjusted rate of \$38,784.58 per month, for a total of \$465,415.00 for the year 2024, in accordance with the terms and conditions set forth in the Seventh Amendment to Agreement attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

**Section 2.** That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2024 and shall be paid from the General Fund.

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

**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 enter into the Amendment to Agreement to provide for proper and fair compensation to the City for dispatch services, to act in accordance with the terms and conditions of the Agreement, 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

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

Ord. No. 2023-003 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**EIGHTH AMENDMENT TO AGREEMENT  
FOR PUBLIC SAFETY DISPATCH SERVICES  
BETWEEN  
THE CITY OF STRONGSVILLE, OHIO AND  
THE CITY OF BERE, OHIO**

**THIS EIGHTH AMENDMENT TO AGREEMENT** made at Strongsville, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and the **CITY OF BERE, Ohio**, hereinafter designated as "Bere".

**WITNESSETH:**

WHEREAS, through adoption of Ordinance No. 2014-178 on October 20, 2014, the Strongsville City Council authorized an Agreement with the City of Bere for public safety services; and

WHEREAS, through adoption of Ordinance No. 2014-77 on October 20, 2014, the Bere City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on November 3, 2014, Strongsville and Bere entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Bere Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Bere Police Department and the Bere Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Bere agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter, on February 17, 2016, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year and a half of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-022; and

WHEREAS, additionally, thereafter on November 21, 2016, the parties entered into a *Second Amendment to Agreement* providing for an adjustment to the provision for payment based upon two (2) years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-220; and

WHEREAS, additionally, thereafter on February 13, 2018, the parties entered into a *Third Amendment to Agreement* providing for an adjustment to the provision for payment based upon four years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2018-009; and

WHEREAS, for the year 2019, there was no adjustment to the amount paid by Berea, from the rate of pay set forth in the Third Amendment to Agreement between the parties; and

WHEREAS, however, for the year 2020, the parties entered into a *Fourth Amendment to Agreement* providing for an adjustment to the provision for payment based upon five years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2020-002; and

WHEREAS, for the year 2021, the parties entered into a *Fifth Amendment to Agreement* providing for an adjustment to the provision for payment based upon six years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2020-176; and

WHEREAS, for the year 2022, the parties entered into a *Sixth Amendment to Agreement* providing for an adjustment to the provision for payment based upon seven years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2021-165;

WHEREAS, for the year 2023, the parties entered into a *Seventh Amendment to Agreement* providing for an adjustment to the provision for payment based upon eight years of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2022-010;

WHEREAS, now based upon nine (9) years of operations and in accordance with provisions of said Agreement, it is now necessary to amend the provision relating to payment for Dispatch Services.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants set forth in the Agreement and herein, it is agreed as follows:

1. Article I(F) of the Agreement be and is hereby amended to read in part as follows:

\* \* \*

“F. Payment for Dispatch Services: Berea, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Twenty-Five Thousand Dollars (\$25,000.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total annual fee of Three Hundred Thousand Dollars (\$300,000.00) through December 31, 2015. For the period of operation from January 1, 2016 through February 29, 2016, Berea will pay Strongsville at the same rate of Twenty-Five Thousand Dollars (\$25,000.00) per month; and thereafter from March 1, 2016 through December 31, 2016, Berea will pay Strongsville at an increased rate of Twenty-Six Thousand Dollars (\$26,000.00) per month by the first (1<sup>st</sup>) of each month for Dispatch Services provided in that month, for a total of Three Hundred Ten Thousand

Dollars (\$310,000.00) for such second year of operation. For the period of operation from January 1, 2017 through December 31, 2017, Berea will pay Strongsville at an increased rate of pay of Twenty-Seven Thousand Six Hundred Forty-One Dollars (\$27,641.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Thirty-One Thousand Seven Hundred Dollars (\$331,700.00) for such third year of operation. For the period of operation from January 1, 2018 through December 31, 2018, Berea will pay Strongsville at an increased rate of pay of Twenty-Nine Thousand Three Hundred Dollars (\$29,300.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Fifty-One Thousand Six Hundred Dollars (\$351,600.00) for such fourth year of operation. For the period of operation from January 1, 2020 to December 31, 2020, Berea will pay Strongsville at an increased rate of pay of Thirty-One Thousand Fifty-Eight and 00/100 Dollars (\$31,058.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Seventy-Two Thousand Six Hundred Ninety-Six and 00/100 Dollars (\$372,696.00) for such year of operation. For the period of operation from January 1, 2021 to December 31, 2021, Berea will pay Strongsville at an increased rate of pay of Thirty-Two Thousand Nine Hundred Twenty-One and 48/100 Dollars (\$32,921.48) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Ninety-Five Thousand Fifty-Seven and 76/100 Dollars (\$395,057.76) for such year of operation. For the period of operation from January 1, 2022 to December 31, 2022, Berea will pay Strongsville at an increased rate of pay of Thirty-Five Thousand Eight Hundred Eighty-Five and 00/100 Dollars (\$35,885.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Four Hundred Thirty Thousand Six Hundred Twenty and 00/100 Dollars (\$430,620.00) for such year of operation.” For the period of operation from January 1, 2023 to December 31, 2023, Berea will pay Strongsville at an increased rate of pay of Thirty-Eight Thousand Thirty-Seven and 50/100 Dollars (\$38,037.50) per month by the first of each month for Dispatch Services provided in that month, for a total of Four Hundred Fifty-Six Thousand Four Hundred Fifty and 00/100 Dollars (\$456,450.00) for such year of operation. For the period of operation from January 1, 2024 to December 31, 2024, Berea will pay Strongsville at an increased rate of pay of Thirty-Eight Thousand Seven Hundred Eighty-Four and 58/100 Dollars (\$38,784.58) per month by the first of each month for Dispatch Services provided in that month, for a total of Four Hundred Sixty-Five Thousand Four Hundred Fifteen and 00/100 Dollars (\$465,415.00) for such year of operation.

\* \* \*

2. This Eighth Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2024 only as specifically set forth herein. All rights and obligations of Strongsville and Berea under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

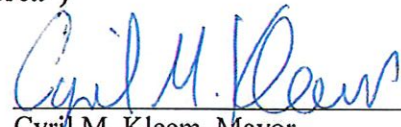
3. This Eighth Amendment to Agreement shall be binding upon Strongsville and Berea and their respective successors and assigns.

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

Signed in the presence of:

**CITY OF BEREA**  
("Berea")



By:   
Cyril M. Kleem, Mayor

**CITY OF STRONGSVILLE**  
("Strongsville")

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

**CERTIFICATE OF FINANCE DIRECTOR**

I hereby certify that the amount of money required to meet the expenditures called for by this Amendment to Agreement is in the treasury, to the credit of the fund for which it is to be drawn, or in the process of collection, and not appropriated for any other purpose.

12/19/2023  
Date

  
Andrea Morris, Finance Director, City of Berea

**CERTIFICATE OF LAW DIRECTOR FOR THE  
CITY OF BEREA**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 19 day of December, 2023

  
Barbara Jones, Law Director

**CERTIFICATE OF LAW DIRECTOR FOR THE  
CITY OF STRONGSVILLE**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Neal M. Jamison, Law Director

# **BEREA CITY COUNCIL**

*City of Berea, Ohio*

## **ORDINANCE NO. 2023-54**

By: Councilwoman Mary K. Brown      Sponsor: Mayor Cyril M. Kleem

### **AN ORDINANCE**

**AUTHORIZING THE MAYOR TO SIGN AN EIGHTH AMENDMENT TO AN AGREEMENT BETWEEN THE CITIES OF BEREA AND STRONGSVILLE, FOR THE PURPOSE OF PROVIDING PUBLIC SAFETY DISPATCH SERVICES TO THE CITY OF BEREA, AND DECLARING AN EMERGENCY.**

**WHEREAS**, Ordinance No. 2014-77, adopted on October 20, 2014, attached hereto as Exhibit "A" and incorporated herein as if fully rewritten, authorized entering into an agreement with the City of Strongsville to provide regional public safety dispatching services to the City of Berea; and

**WHEREAS**, said agreement provided for one-year extensions, subject to annual appropriations; and

**WHEREAS**, since the adoption of Ordinance No. 2014-77, Berea's neighboring communities, including Olmsted Township, Olmsted Falls, Middleburg Heights, Brook Park and North Royalton, have also contracted with the City of Strongsville to provide their public safety dispatch services; and

**WHEREAS**, the public is best served by a consolidated dispatching approach that includes interoperability with our neighboring communities; and

**WHEREAS**, it is now prudent to reauthorize the contract with the City of Strongsville in order to continue to receive public safety dispatch services.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Berea, State of Ohio:

**SECTION 1.** That the Mayor is hereby authorized to enter into the eighth amendment to an agreement with the City of Strongsville, attached hereto as Exhibit "B" and incorporated herein as if fully rewritten, to provide public safety dispatch services to the City of Berea, with up to five one-year extensions, subject to annual appropriations by the Council of the City of Berea.

# BEREA CITY COUNCIL

*City of Berea, Ohio*

## ORDINANCE NO. 2023-54

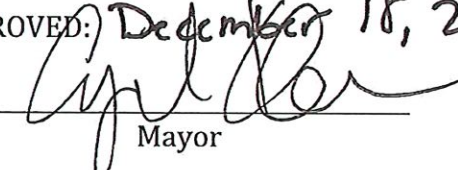
**SECTION 2.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

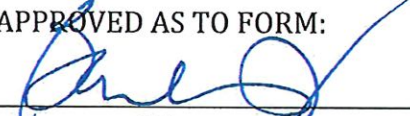
**SECTION 3.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, or providing for the usual daily operation of a municipal department, and for the further reason that the agreement must take effect on January 1, 2024 in order to continue to receive public safety dispatching services. 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.

PASSED: December 18, 2023

ATTEST:   
Clerk of Council

  
President Pro Tempore of Council

APPROVED: December 18, 2023  
  
Mayor

APPROVED AS TO FORM:  
  
Director of Law

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 004

By: Mayor Perciak and All Members of Council

**A RESOLUTION ACCEPTING TWO DONATIONS OF \$1,000.00 EACH FROM SWAGELOK COMPANY TO THE CITY OF STRONGSVILLE TO BE USED FOR EDUCATION AND TRAINING FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS.**

WHEREAS, the City of Strongsville Police and Fire Departments are in need of funds for ongoing education and training purposes; and

WHEREAS, Swagelok Company is desirous of donating to the City \$1,000.00 for use by the Strongsville Police Department for education and training, and \$1,000.00 for use by the Strongsville Fire Department for fire prevention education and training; and

WHEREAS, the City is desirous of accepting such generous donations which have been forwarded to the City.

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

**Section 1.** That this Council hereby graciously accepts from the Swagelok Company, and expresses its appreciation, for the two donations of \$1,000.00 each to be used for education and training for the Strongsville Police and Fire Departments.

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

**Section 3.** That this Resolution 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

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

**RES**  
Ord. No. 2024-004 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 – 005**

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

**AN ORDINANCE ENACTING A NEW CHAPTER 841  
“RECREATIONAL MARIJUANA” OF TITLE TWO OF PART EIGHT-  
BUSINESS REGULATION AND TAXATION CODE OF THE  
CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE  
CONCERNING THE SALE OF RECREATIONAL MARIJUANA, AND  
DECLARING AN EMERGENCY.**

WHEREAS, on November 7, 2023, electors in the State of Ohio General Election approved an issue known as Issue 2, an initiative petition to create a new Chapter 3780 of the Ohio Revised Code regarding adult use cannabis control to authorize and regulate the cultivation, processing, sale, purchase, possession, home grow, and adult use cannabis by adults at least twenty-one years of age; and

WHEREAS, on December 7, 2023, Chapter 3780 of the Ohio Revised Code went into effect; and

WHEREAS, Section 3780.25 of the Ohio Revised Code reads in pertinent part as follows:

- (A) The legislative authority of a municipal corporation may adopt an ordinance, or board of township trustees may adopt a resolution, by majority vote to prohibit, or limit the number of adult use cannabis operators permitted under this chapter within the municipal corporation or within the unincorporated territory of the township, respectively; and

WHEREAS, in addition to Chapter 3780.25, Art. XVIII, §3 of the Ohio Constitution (“Home Rule amendment”), provides that “. . . municipalities shall have authority to exercise all powers of local self-government and to adopt and enforce within their limits such local police, sanitary and other similar regulations, as are not in conflict with general laws.”; and

WHEREAS, the City Council of the City of Strongsville further determines that the sale of adult use cannabis within the City of Strongsville does not promote and provide for the public peace, health, safety, convenience, comfort, prosperity and general welfare of its residents and pursuant to the authority granted by Art. XVIII, §3 of the Ohio Constitution and Section 3780.25 of the Ohio Revised Code, the City Council does wish to prohibit “adult use cannabis operators” within the City of Strongsville; and

WHEREAS, this Council finds it necessary to adopt a new Chapter 841 entitled “Recreational Marijuana” of the Codified Ordinances of the City of Strongsville to maintain the public peace, health and safety.

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

**Section 1.** That this Council hereby enacts a new Chapter 841 Recreational Marijuana, of Title Two of Part Eight-Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville, to read in its entirety as follows:

**CHAPTER 841**  
**Recreational Marijuana**

**841.01 Definitions.**

**841.02 Prohibitions.**

**841.99 Penalty.**

**841.01 DEFINITIONS.**

As may be used in this Chapter, the following definitions set forth in Section 3780.01 of Chapter 3780 of the current Revised Code are applicable and restated herein:

(a) "Adult use cannabis" or "cannabis" or "marijuana" means marihuana as defined in Section 3719.01 of the Revised Code.

(b) "Adult use cannabis operator" means a level I adult use cultivator, a level II adult use cultivator, a level III adult use cultivator, an adult use processor, and an adult use dispensary.

(c) "Adult use cultivator" means a level I adult use cultivator or a level II adult use cultivator.

(d) "Adult use dispensary" means a person licensed pursuant to Section 3780.15 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to sell adult use cannabis as authorized.

(e) "Adult use processor" means a person licensed pursuant to Section 3780.14 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to manufacture adult use cannabis as authorized.

(f) "Cultivation area" means the boundaries of the enclosed areas in which adult use cannabis is cultivated during the vegetative stage and flowering stage of the cultivation process. For purposes of calculating the cultivation area square footage, enclosed areas used solely for the storage and maintenance of mother plants, clones, or seedlings shall not be included.

(g) "Cultivation facility" means a facility where an adult use cultivator or a level III adult use cultivator is authorized to operate.

(h) "Dispensary" means a person who has a certificate of operation to operate a dispensary under Chapter 3796 of the Revised Code and Chapter 3796 of the Administrative Code.

(i) "Level I adult use cultivator" means either a person who has a certificate of operation as a level I cultivator and who is licensed pursuant to Section 3780.12 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to cultivate adult use cannabis as authorized, or a person who is licensed as a level I adult use cultivator pursuant to Section 3780.12 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to cultivate adult use cannabis as authorized.

(j) "Level II adult use cultivator" means either a person who has a certificate of operation as a level II cultivator and who is licensed pursuant to Section 3780.12 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to cultivate adult use cannabis as authorized, or a person who is licensed as a level II adult use cultivator pursuant to Section 3780.12 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to cultivate adult use cannabis as authorized.

(k) "Level III adult use cultivator" means a person licensed pursuant to Section 3780.13 of the Revised Code, Chapter 3780 of the Revised Code and any rules promulgated thereunder to cultivate adult use cannabis as authorized.

(l) "Level I cultivator" means a person who has a certificate of operation to operate as a level I cultivator under Chapter 3796 of the Revised Code and Chapter 3796 of the Administrative Code.

(m) "Level II cultivator" means a person who has a certificate of operation to operate as a level II cultivator under Chapter 3796 of the Revised Code and Chapter 3796 of the Administrative Code.

(n) "License" means a license by the division of cannabis control to a license applicant pursuant to Chapter 3780 of the Revised Code and the rules adopted thereunder.

(o) "License applicant" means an individual or person who applies for a license under Chapter 3780 of the Revised Code.

(p) "License holder" or "Licensee" means an adult use cannabis operator, adult use testing laboratory or an individual who is licensed under the provisions of Chapter 3780 of the Revised Code.

(q) "Manufacture" means the process of converting harvested plant material into adult use extract by physical or chemical means for use as an ingredient in an adult use cannabis product.

(r) "Person" includes, but is not limited to, an individual or a combination of individuals; a sole proprietorship, a firm, a company, a joint venture, a partnership of any type, a joint-stock company, a corporation of any type, a corporate subsidiary of any type, a limited liability company, a business trust, or any other business entity or organization; an assignee; a receiver; a trustee in bankruptcy; an unincorporated association, club, society, or other unincorporated entity or organization; entities that are disregarded for federal income tax purposes; and any other nongovernmental, artificial, legal entity that is capable of engaging in business.

(s) "Processor" means a person who has been issued a processing certificate of operation pursuant to Chapter 3796 of the Revised Code and Chapter 3796 of the Administrative Code.

#### **841.02 PROHIBITIONS.**

(a) No person or entity shall operate within the City of Strongsville as an Adult Use Cannabis Operator.

(b) No person or entity owning, renting, leasing, or having any interest whatsoever in real property located within the City of Strongsville shall operate, authorize or permit any person or entity to operate within the City of Strongsville as an Adult Use Cannabis Operator.

(c) No person or entity shall enter upon or occupy any public property, street, or right-of-way within the City of Strongsville to operate as an Adult Use Cannabis Operator within the City of Strongsville.

#### **841.99 PENALTY.**

(a) Whoever violates Section 841.02(a) and/or Section 841.02(b) is guilty of a misdemeanor of the first degree. Each violation shall be deemed to be a separate offense.

(b) Whoever violates Section 841.02(c) is guilty of a misdemeanor of the first degree. Each violation shall be deemed to be a separate offense.

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

**Section 3.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to address the issues associated with the regulation of recreational marijuana due to the passage of State Issue 2. 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

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

Ord. No. 2024-005 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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