



# City of Strongsville

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



## City Council

April 2, 2026

James A. Kaminski  
Ward 1

Annmarie P. Roff  
Ward 2

Thomas M. Clark  
Ward 3

Gordon C. Short  
Ward 4

James E. Carbone  
At-Large

Kelly A. Kosek  
At-Large

Anthony Zacharyasz, Jr.  
At-Large

Aimee Pientka, MMC  
Clerk of Council

### MEETING NOTICE

City Council has scheduled the following meetings for **Monday, April 6, 2026**, to be held in the Caucus Room and the Council Chamber at the **Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road**:

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

**7:15 P.M.**

**Planning, Zoning & Engineering Committee** will meet to discuss Ordinance Nos. 2026-027, 2026-028, 2026-029, 2026-030, 2026-031, 2026-032 and Resolution No. 2026-033.

**Recreation & Community Services Committee** will meet to discuss Ordinance Nos. 2026-034 and 2026-035.

**Public Safety & Health Committee** will meet to discuss

*Motion to approve the joint meeting minutes of the Public Safety & Health Committee and the Communications & Technology Committee March 16, 2026.*

**Committee of the Whole** will meet to discuss Resolution No. 2026-036.

*Motion to approve the Committee meeting minutes of March 24, 2026.*

**7:30 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, APRIL 6, 2026 AT 7:30 P.M.**  
Mike Kalinich Sr. City Council Chamber  
18688 Royalton Road, Strongsville, Ohio



**AGENDA**

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
  - *Regular Council Meeting – March 16, 2026*
6. APPOINTMENTS, CONFIRMATIONS AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
  - COMMUNICATIONS AND TECHNOLOGY – Roff
  - ECONOMIC DEVELOPMENT – Clark
  - PLANNING, ZONING AND ENGINEERING – Zacharyasz
  - PUBLIC SAFETY AND HEALTH – Kaminski
  - PUBLIC SERVICE AND CONSERVATION – Kosek
  - RECREATION AND COMMUNITY SERVICES – Kosek
  - BUILDING & UTILITIES – Carbone
  - SCHOOL BOARD – Carbone
  - SOUTHWEST GENERAL HEALTH SYSTEM – Short
  - FINANCE – Short
  - COMMITTEE-OF-THE-WHOLE – Short
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. 2026-027 by Mayor Perciak and All Members of Council. AN ORDINANCE REPEALING EXISTING CHAPTER 1248 BOARD OF ZONING APPEALS IN ITS ENTIRETY AND ENACTING A NEW CHAPTER 1248 BOARD OF ZONING APPEALS OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-028 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 17963 MARKS ROAD, IN THE CITY OF STRONGSVILLE, FROM GI-A (GENERAL INDUSTRIAL-A) CLASSIFICATION TO RT-C (TOWNHOUSE-CLUSTER) CLASSIFICATION (PPN 394-07-002), AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-029 by Mayor Perciak and All Members of Council. AN ORDINANCE ACCEPTING FOR DEDICATION TO PUBLIC USE CERTAIN LANDS WITHIN PARK RIDGE CROSSING SUBDIVISION NO. 3; ACCEPTING CERTAIN PUBLIC UTILITIES CONSTRUCTED THEREIN AND AUTHORIZING AND DIRECTING THE ACTS REQUIRED IN FURTHERANCE THEREOF, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-030 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FOR STORM SEWER SYSTEM PURPOSES FROM PARK RIDGE INVESTMENTS, LLC IN CONNECTION WITH THE PARK RIDGE CROSSING SUBDIVISION NO. 3, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-031 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR IMPROVEMENTS TO VARIOUS STREETS IN THE CITY OF STRONGSVILLE IN CONNECTION WITH THE 2026 PAVEMENT RECONSTRUCTION PROGRAM, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-032 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE WESTWOOD DRIVE CULVERT REPLACEMENT PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2026-033 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE BEECH CREEK TRAIL AND BROOKSTONE WAY WATERLINE REPLACEMENT PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-034 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE GREAT LAKES BASEBALL LEAGUE ON A LIMITED BASIS FOR 2026, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

- Ordinance No. 2026-035 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE GREATER CLEVELAND SENIORS SOFTBALL ON A LIMITED BASIS FOR 2026, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2026-036 by Mayor Perciak and All Members of Council. A RESOLUTION CONSENTING TO THE TERMS OF EACH OF THE SIX (6) REMNANT DEFENDANTS' SETTLEMENTS IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE MAYOR TO EXECUTE A COMBINED SUBDIVISION PARTICIPATION AND RELEASE FORM FOR THE SIX (6) REMNANT DEFENDANTS' SETTLEMENTS, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: NEW – D-5 To: GMA Biscuits Strongsville, LLC ; 17818 Royalton Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 04/12//2026).
- Application for Permit: NEW – D-3 To: ADAPTIII, LLC; **DBA:** Scramblers; 16726 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 04/16//2026).

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 027

By: Mayor Perciak and All Members of Council

**AN ORDINANCE REPEALING EXISTING CHAPTER 1248 BOARD OF ZONING APPEALS IN ITS ENTIRETY AND ENACTING A NEW CHAPTER 1248 BOARD OF ZONING APPEALS OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the Board of Zoning Appeals has requested certain changes and updates to Chapter 1248 based on its experience in recent years; and

WHEREAS, this Council agrees that this Chapter merits these updates and revisions.

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

**Section 1.** That existing Chapter 1248 Board of Zoning Appeals of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville, be and is hereby repealed in its entirety.

**Section 2.** That new Chapter 1248 Board of Zoning Appeals of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville, be and is hereby enacted in order that new Chapter 1248 shall read in its entirety as follows:

**CHAPTER 1248  
Board of Zoning Appeals**

- 1248.01 Intent.
- 1248.02 Membership; terms of office.
- 1248.03 Officers; powers and duties.
- 1248.04 Procedure on appeals.
- 1248.05 Meetings and hearings.
- 1248.06 Quorum and vote.
- 1248.07 Record of decisions.
- 1248.08 No use variances permitted.
- 1248.09 Reasons for granting variances.
- 1248.10 Factors to consider in decisions on variance requests.
- 1248.11 Lapse of variances
- 1248.12 Notice to Council and Planning Commission.

**1248.01 INTENT.**

A Board of Zoning Appeals is hereby established to assist in the administration of this Zoning Code, particularly to decide and interpret provisions which require impartial adjustments conflicting interests and to grant variances from the strict letter of this Code in instances where appropriate. Such a Board is herein established to achieve, among others, the following purposes:

- (a) To provide a method for alleviating unnecessary hardships and practical difficulties allowing a reasonable use for individual parcels of property which, because

- unusual or unique circumstances, may be denied a reasonable use by a literal application of the terms of this Code;
- (b) To review on appeal any order, requirement, decision or determination made by the Building Commissioner;
  - (c) To provide an administrative board, independent from all other Municipal boards or commissions, to act only pursuant to and in accordance with the standards established by the legislative body to hear and decide appeals which are to be tried over again from the beginning (de novo); and
  - (d) To provide that decisions and the granting of variances will sustain the constitutionality of the Code and be in compliance with the objectives of the Zoning Code.

**1248.02 MEMBERSHIP; TERMS OF OFFICE.**

The Board of Zoning Appeals shall consist of five (5) members appointed by the Mayor with the approval of a majority of members elected to Council. Members of the Board shall serve for a term of four (4) years.

**1248.03 OFFICERS; POWERS AND DUTIES.**

The Board of Zoning Appeals shall elect from among its members a Chairman and a Vice-Chairman. The Board shall adopt rules and regulations, not inconsistent with this Zoning Code, as may be necessary to carry into effect the duties, powers and responsibilities conferred herein, in addition to those powers set forth in Article IV, Section 6, of the Charter. The powers, duties and responsibilities of the Board shall be:

- (a) To hear appeals and decide any issues involving the application of impartial considerations and judgments in regard to decisions made by the Building Commissioner or any other administrative officer, board or commission on matters relating to this Zoning Code, for relief from any order, requirement, decision or determination, including the refusal, granting or revocation of permits;
- (b) To hear and decide upon applications for variations from the terms provided in this Code, subject to the standards set forth in this Chapter; and
- (c) To hear and decide all matters specifically referred to it for decision in other sections of this Code.

**1248.04 PROCEDURE ON APPEALS.**

An appeal from any decision of the Building Commissioner or other officers with regard to an application for a building permit, issuance of a stop order, specific referral or some similar action may be made to the Board of Zoning Appeals by any person believing himself/herself aggrieved or by any officer of the City affected by any such decision.

To be considered, the appellant shall, within fifteen (15) days after the date of such decision, file in the office of the Secretary to this Board of Zoning Appeals, a notice of appeal specifying the decision or section of this Zoning Code from which the appeal is sought, the error alleged and all necessary data in accordance with the form provided by the City.

**1248.05 MEETINGS AND HEARINGS.**

- (a) The Board of Zoning Appeals shall schedule regular monthly or semimonthly meetings, which can be canceled by the Chairman or a majority of the members of the Board. Special meetings or hearings can be called by the Chairman.
- (b) The Board shall act within ninety (90) days after receipt of all required information, and failure to act within such period shall be considered approval of the appeal unless an extension

of time is approved pursuant to Codified Ordinance Section 202.03 or by request of the appellant. Before making any decision on an appeal, the Board shall hold a public hearing at such times as shall be determined by the Board. Notices of the time and place of hearings shall be mailed to the appellant and to the property owners within a 200-foot radius of the subject property as they appear in the current records of the City.

(c) The Board shall hear and decide appeals de novo and shall review on appeal any order, requirement, decision or determination made by the Building Commissioner in the enforcement or application of this Zoning Code. Within its powers, the Board may reverse or affirm, wholly or in part, or modify, any such order, requirement, decision or determination and may make such order, requirement, decision or determination as, in its opinion, ought to be made under the circumstances, and to that end shall also have all the powers of the officer from whose decision the appeal is taken.

(d) All hearings conducted by the Board shall be open to the public. Any person may appear and testify regarding the issues at a hearing, either in person or by duly authorized agent or attorney. The Board shall have the power to subpoena and require the attendance of witnesses, to administer oaths, to compel testimony and to produce reports, findings and other evidence pertinent to any issue before it for decision.

(e) The Board shall also have the power and authority to prescribe any conditions to its decisions or orders which it deems to be necessary based upon the circumstances of each individual case.

#### **1248.06 QUORUM AND VOTE.**

The concurring vote of three (3) members of the Board of Zoning Appeals shall be necessary to reverse any order, requirement, decision or determination of any duly authorized administrative officer and to grant any variance requested.

A member of the Board shall not be qualified to vote if the member has not attended the public hearing or if the member has a direct or indirect interest in the issue appealed.

#### **1248.07 RECORD OF DECISIONS.**

The Board of Zoning Appeals is authorized to engage the services of a secretary and shall provide a detailed report of all its proceedings, the vote of each member participating therein and the absence of a member or the member's failure to vote. Immediately following the Board's decision, such record, including conditions prescribed by the Board, shall be filed in the office of the Building Commissioner. The report shall be open to public inspection and copies shall be mailed forthwith to the appellant.

#### **1248.08 NO USE VARIANCES PERMITTED.**

Under no circumstances shall the Board of Zoning Appeals have any jurisdiction or authority to grant a use variance that would permit a use of a property not otherwise permitted in that Zoning District as a main, accessory, conditional, or similar main use, unless that use is currently existing on that property as a legal non-conforming use.

#### **1248.09 REASONS FOR GRANTING VARIANCES.**

The Board of Zoning Appeals shall have the power, in specific cases, to vary the application of certain provisions of this Zoning Code in order that the public health, safety, morals and general welfare may be safeguarded and substantial justice done and the granting of the variance is in harmony with the purpose and intent of the ordinance for the following reasons:

- (a) Where the literal application of the provisions of this Zoning Code would result in unnecessary hardship peculiar to the property involved and not based on conditions created by the owner (a theoretical loss or limiting possibilities of economic advantage are general hardships, not unnecessary hardships);
- (b) Where the literal application of the provisions of the Zoning Code result in practical difficulties peculiar to the property involved and not based on conditions created by the owner (a theoretical loss or limiting possibilities of economic advantage are general difficulties and not practical difficulties);
- (c) Where other exceptional circumstances or conditions (such as topographical or geological conditions, or type of adjoining development) are only applicable to the property involved or to the intended use of the property or to a limited number of adjoining properties;
- (d) Where granting of a variance will not be materially detrimental to the public welfare or injurious to the property or improvements in the neighborhood in which the property is located; and
- (e) Where the granting of a variance will not be contrary to the general purpose, intent and objectives of this Zoning Code.

When appealing for a variance or modification, the burden is upon the applicant to state and substantiate the applicant's claim that the conditions set out in this Chapter exist.

If, after due consideration and deliberation, members of the Board of Zoning Appeals shall determine that a variance request should be granted due to unique circumstances, although not all of the five (5) conditions for granting a variance may be met, the Board may consider granting such variance provided that the following three conditions are met:

- (1) Public health, safety, morals, and general welfare will be safeguarded and not damaged;
- (2) The variance will not be contrary to the purpose and intent of the Zoning Code; and
- (3) That substantial justice can only be done for the applicant by the granting of such variance.

#### **1248.10 FACTORS TO CONSIDER IN DECISIONS ON VARIANCE REQUESTS.**

- (a) Factors to consider in determining if an unnecessary hardship exists:
  - (1) The variance requested stems from a condition which is unique to the property at issue and not ordinarily found in the same zone or district;
  - (2) The hardship condition is not created by actions of the applicant;
  - (3) The granting of the variance will not adversely affect the rights of adjacent owners and/or neighbors;
  - (4) The granting of the variance will not adversely affect the public health, safety or general welfare;
  - (5) The variance will be consistent with the general spirit and intent of this Zoning Code;
  - (6) The variance sought is the minimum which will afford relief to the applicant;
  - (7) There is no other economically viable use for the property without the granting of the variance; and
  - (8) Any other factors the Board finds relevant based on the property under consideration and the surrounding properties and neighborhood.
- (b) Factors to consider in determining if a practical difficulty exists:
  - (1) Whether the property in question will yield a reasonable return or whether there can be any beneficial use of the property without the variance;
  - (2) Whether the variance is substantial;

- (3) Whether the essential character of the neighborhood would be substantially altered or whether adjoining properties would suffer substantial detriment as a result of the variance;
- (4) Whether the variance would adversely affect the delivery of governmental services (e.g., water, sewer, garbage, drainage);
- (5) Whether the property owner purchased the property with **actual or implied** knowledge of the zoning restrictions;
- (6) Whether the property owner's predicament feasibly can be obviated through some method other than a variance;
- (7) Whether the spirit and intent behind the zoning requirement would be observed and substantial justice done by granting a variance; and
- (8) Any other factors the Board finds relevant based on the property under consideration and the surrounding properties and neighborhood.

#### **1248.11 LAPSE OF VARIANCES.**

A variance once granted shall not be withdrawn or changed unless there is a change of circumstances, or if, after the expiration of one year, no substantial construction is done in accordance with the terms and conditions for which such variance was granted. In such case, the Building Commissioner shall give a notice in writing, and thirty days thereafter, the variance shall be deemed null and void, and all regulations governing such premises in question shall revert to those in effect before the variance was granted.

Once an appeal has been denied by the Board of Zoning Appeals, it need not reconsider the same appeal or a substantially similar appeal involving the same property if resubmitted within thirty-six (36) months after the date of its decision unless the applicant can state and substantiate that the underlying conditions have substantially changed.

#### **1248.12 NOTICE TO COUNCIL AND PLANNING COMMISSION.**

Upon issuance by the Board of Zoning Appeals of any ruling, determination or order, the Secretary of the Board shall send, within three (3) days of the date of such ruling, determination or order, a copy thereof to the Clerk of Council and to the Secretary of the Planning Commission.

**Section 2.** That any ordinances or parts thereof inconsistent with this Ordinance be and are hereby repealed.

**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 the Codified Ordinances of the City concerning the Board of Zoning Appeals must be updated and revised. 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. 2026 - 027  
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First reading: \_\_\_\_\_

Second reading: \_\_\_\_\_

Third reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

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

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

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

Referred to Planning Commission

\_\_\_\_\_

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

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

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

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

Ord. No. 2026-027 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. 2026 – 028

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 17963 MARKS ROAD, IN THE CITY OF STRONGSVILLE, FROM GI-A (GENERAL INDUSTRIAL-A) CLASSIFICATION TO RT-C (TOWNHOUSE-CLUSTER) CLASSIFICATION (PPN 394-07-002), AND DECLARING AN EMERGENCY.

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

**Section 1.** That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located at 17963 Marks Road, in the City of Strongsville, from GI-A (General Industrial-A) classification to RT-C (Townhouse-Cluster) classification (PPN 394-07-002), which property is more fully described in Exhibit A, and depicted in Exhibit B, all attached hereto and incorporated herein by reference.

**Section 2.** That the Clerk of Council is hereby authorized to cause the necessary changes on the Zoning Map to be made in order to reflect the changes in zoning classification as provided in this Ordinance.

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

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

First reading: _____	Referred to Planning Commission
Second reading: _____	_____
Third reading: _____	Approved: _____
Public Hearing: _____	

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2026 - 028  
Page 2

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

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

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

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

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

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

Ord. No. 2026-028 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

Boundary Description for  
Robert T. Harley  
**Rezoning Parcel Area**  
**4.8936 Acres**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 99 and is bounded and described as follows: Beginning at a 3/4 inch iron pin in a monument box assembly found at the centerline intersection of Emmons Road, 60 feet in width and Marks Road, 40 feet in width, thence South 00°05'13" West, with the centerline of Marks Road, 722.80 feet to a point and is the PRINCIPAL PLACE OF BEGINNING of the premises herein to be described, said point also being the southwesterly corner of a parcel of land conveyed to Marks Road Property, LTD. by deed dated January 23, 2006 and recorded in A.F.N. 200601230302 of the Cuyahoga County Recorder's Records;

thence North 88°35'48" East, with the southerly line of land so conveyed to Marks Road Property, LTD., 642.21 feet to a point on the northwesterly line of the B&O Railroad, formerly known as the Cleveland, Lorain and Wheeling Railway Co., being witnessed by a 3/4 inch iron pipe found and having passed over a 3/4 inch iron pin found at 30.00 feet, 0.15 feet south, of the centerline of Marks Road;

thence South 22°31'05" West, with the westerly line of the B&O Railroad, 465.56 feet to a point on the northeasterly corner of a parcel conveyed to Joseph A. Armelli by deed dated September 9, 2015 and recorded in A.F.N. 201509090376 of the Cuyahoga County Recorder's Records, being witnessed by a 3/4 inch iron pipe found 0.48 feet west;

thence along the northly lines of said Joseph A. Armelli for the next 3 courses:

1. South 88°50'35" West, 244.64 feet to a 5/8 inch iron pin found;
2. North 00°09'55" East, 99.83 feet to a 5/8 inch iron pin found;
3. South 88°38'34" West, 219.97 feet to a point on the centerline of Marks Road and having passed over a 5/8 inch by 30 inch iron pin with cap "Davey Resource Group" set;



**Corporate Headquarters**  
295 South Water Street, Suite 300  
Kent, OH 44240  
800-828-8312

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F:\TGC Eng\PROJECTS\2904 STRONGSVILLE MARKS ROAD\SURVEY  
INFO\DESCRIPTIONS\2904 REZONING PARCEL DESC.docx

**Local Office**  
1310 Sharon Copley Rd  
PO Box 37  
Sharon Center, OH 44274  
330-590-8004

**EXHIBIT A**

thence North 00°05'13" East, with the centerline of Marks Road, 324.66 feet to the Principal Place of Beginning, containing 213,165 square feet or 4.8936 acres of land, more or less, according to a survey by Daniel P. Engle, P.S. No. S-8452, for Davey Resource Group in February, 2025. Subject to all highways, easements and covenants of legal record.

Centerline bearing of Marks Road was calculated to be North 00°05'13" East between monuments found, based on Ohio State Plane Coordinate System, North Zone, NAD 1983, ground.



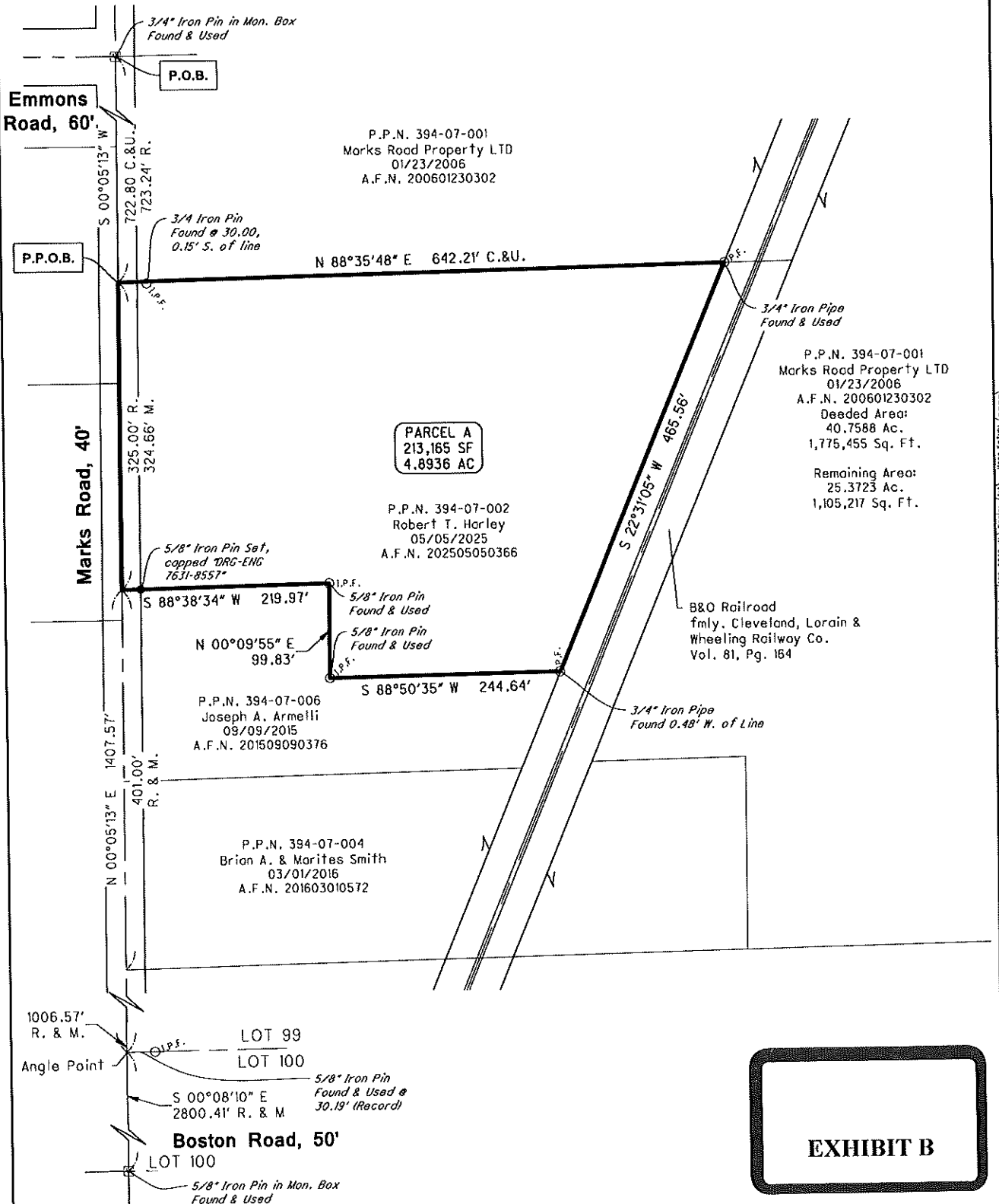
**Corporate Headquarters**  
295 South Water Street, Suite 300  
Kent, OH 44240  
800-828-8312

**Local Office**  
1310 Sharon Copley Rd  
PO Box 37  
Sharon Center, OH 44274  
330-590-8004

# Rezoning Exhibit

of land owned by  
**Robert T. Harley**  
Strongsville, Ohio

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and  
known as being part of Original Strongsville Township Lot No. 99



**EXHIBIT B**

**PETITION FOR ZONING CHANGE**

Ordinance Number: 2026-028

To the Council of the City of Strongsville, County of Cuyahoga, State of Ohio:

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class GIA use to a class RT-C use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: Subject property is currently zoned for General Industrial or Sexual-Oriented Businesses. Seeing as Tractor Trailer truck traffic is not permitted on Marks Road, the property owner is faced with a practical difficulty in marketing the property to Industrial Users. It is impractical to think an Industrial Business could successfully operate on Mark Road without the need for substantial trucking. Additionally, Sexually-Oriented Businesses would be obtrusive and inconsistent with the neighboring residential uses on Marks Road.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: Proposed zoning change will not be detrimental and exhibits proper planning and "step-down" zoning practices. The zoning change to a higher-density residential use, under common ownership, would act as a buffer between adjacent Industrial & Manufacturer Businesses and lower-density, rural residential zoning district. The current Industrial Use of the property would be far more detrimental to the neighboring residential uses with increased truck traffic, obtrusive lighting, large building structures, etc. Furthermore, the parcel to the north (394-07-001, 15 AC~) was approved in 2023 for a change to R-TC which would complement the subject parcel.

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

1. Site Plan for project to the north (phase 1), + NARRATIVE
2. \_\_\_\_\_

**THE PROPOSED USE OF THE PROPERTY IS:** R-TC Residential Town Home Cluster

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

Name: Loudan Klein, Granger Property Development LLC

Address: 2211 Medina Road, Suite 100, Medina, OH 44256

Telephone Number: 740-404-4957

[Handwritten Signature]  
\_\_\_\_\_  
Signature of Owner(s)

State of Ohio            )  
County of Cuyahoga    )

Sworn to and subscribed in my presence this 16 day of March, 2026.



Kelley K Daymut  
Notary Public, State of Ohio  
My Commission Expires:  
12/06/2029

[Handwritten Signature]  
\_\_\_\_\_  
Notary Public  
My commission expires: 12/6/29

**PROPERTY DESCRIPTION FORM**

Ordinance Number: 2026-028

The following described property is that property for which a change is being requested in the attached Petition for Zoning Change and which is hereby incorporated into and made part of said petition:

Address of Property: 17963 Marks Road

Permanent Parcel No: 394-07-002

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) Subject Property is located on the East side of Marks Road; South of Lunn Road, North of Boston Road and West of Existing Railroad Tracks.

Number and type of buildings which now occupy property (if any): There is a single-family home on the property along with two accessory buildings to the rear of the home.

Acres: 4.675

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

Said deed restrictions (will) (have) expire(d) on: N/A

Said property is presently under lease or otherwise encumbered as follows: N/A

Owner(s)	Percent of Ownership:
1. <u>Robert T. Harley</u>	<u>100</u> %
2. _____	_____ %
3. _____	_____ %

[Signature]  
Signature of Owner(s)

State of Ohio )  
County of Cuyahoga )

Sworn to and subscribed to in my presence this 16 day of March, 2026.

[Signature]  
Notary Public



Kelley K Daymut  
Notary Public, State of Ohio  
My Commission Expires:  
12/06/2029

My commission expires 12/06/29

**CITY OF STRONGSVILLE**  
**OFFICE OF THE COUNCIL**

**MEMORANDUM**

---

**TO:** Lori Daley, Assistant City Engineer

**FROM:** Aimee Pientka, Clerk of Council

**DATE:** March 17, 2026

**SUBJECT:** Rezoning Application  
Owner: Robert T. Harley  
Developer: Loudan Klein/Granger Property Development LLC  
PPN: 394-07-002  
Address: 17963 Marks Road  
From: General Industrial-A (GI-A) to Residential Townhouse-Cluster (RT-C)

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

Thank you.

AKP  
Attachments

Cc: Thomas P. Perciak, Mayor  
Neal Jamison, Law Director  
Daniel J. Kolick, Assistant Law Director  
George Smerigan, City Planner  
Brent Painter, Economic Development Director  
All Members of Council  
Mitzi Anderson, Administrator to Boards and Commissions

# City of Strongsville

## *Memorandum*

**To:** Neal Jamison, Law Director

**CC:** Mayor Perciak  
Ken Mikula, City Engineer  
Aimee Pientka  
George Smerigan, City Planner  
Brent Painter, Economic Development Director  
Dan Kolick, Assistant Law Director  
Mitzi Anderson, Administrator to Boards and Commissions

**From:** Lori Daley, Assistant City Engineer

**Date:** March 18, 2026

**Re:** Rezoning Application  
PPN 394-07-002  
17963 Marks Road  
GI-A to RT-C

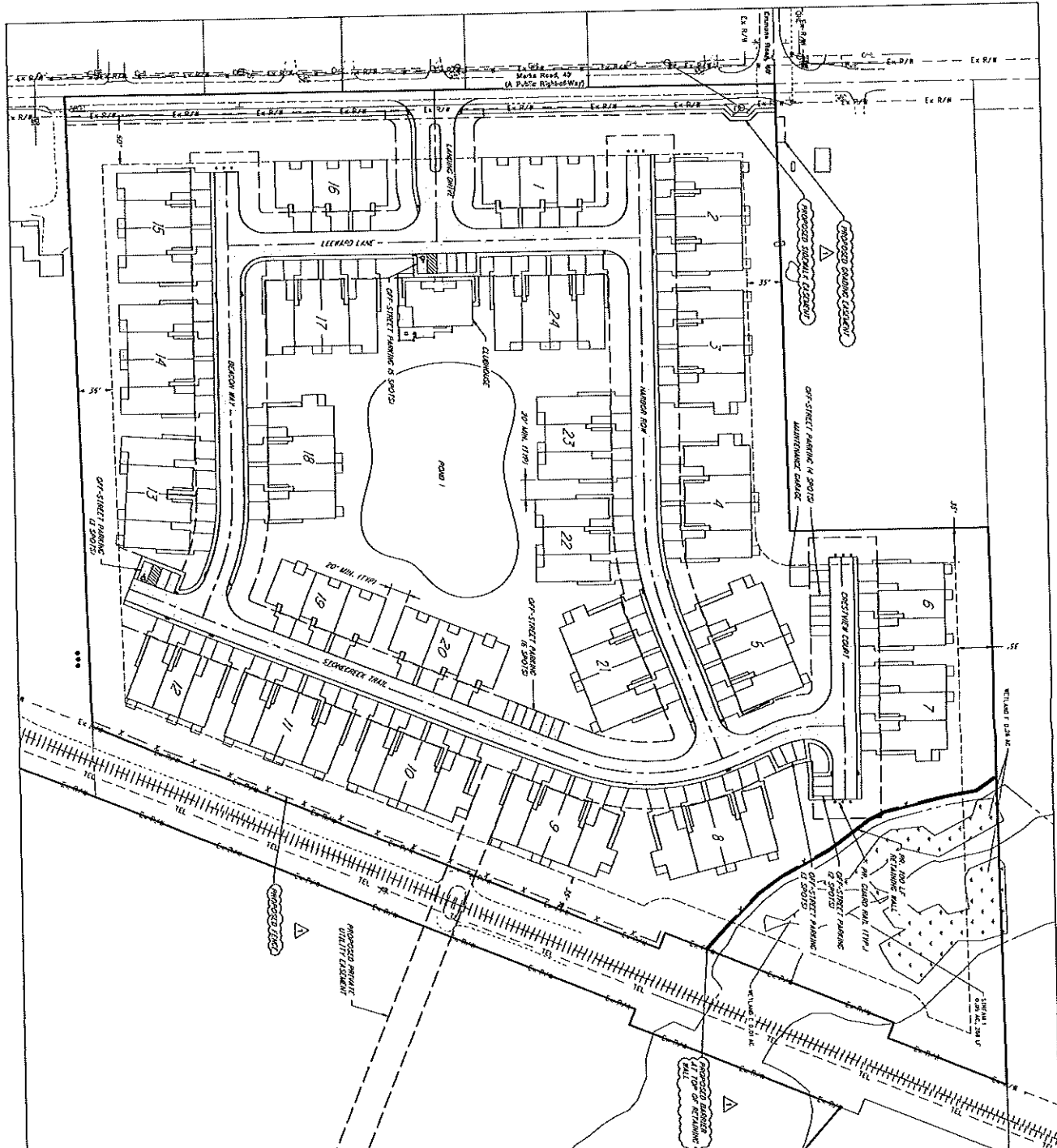
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Neal,

The legal description and exhibit included in the Clerk of Council's March 17, 2026 memo accurately describe the parcel to be rezoned.

Please feel free to contact me with any questions.

Thank you.



**SITE INFORMATION:**  
 SITE LOCATION: MARKS ROAD, STRONGSVILLE, OHIO 44149  
 PARCEL NUMBER: 394-07-007  
 PARCEL AREA: 15.36 AC  
 EXISTING RIGHTS-MAX AREA: 12.68 AC  
 NET PROJECT AREA: 12.68 AC  
 ZONING DISTRICT: RESIDENTIAL TOWNHOUSE CLUSTER (R-T3)

**PROPOSED PROJECT:**  
 PROJECT NAME: THE VILLAS AT MARKS LANDING  
 PROJECT NUMBER: 2025-16-12  
 DATE: 2025-10-12

**UNIT INFORMATION:**

NO.	TYPES	PERCENT
10	WINDSOR	18%
10	WINDSOR SIDE SUNROOM	12%
15	WINDSOR REAR SUNROOM	17%
30	CANOPY UNIT	12%
2	SANDBOX 3 BDRM.	2%
<b>87 TOTAL UNITS</b>		

**BUILDING INFORMATION:**

NO.	TYPES	PERCENT
20	TOWER/CANTERBURY	23%
<b>20 TOTAL BUILDINGS</b>		

**PROPOSED OPEN SPACE:** 4.44 AC (29.5%)  
**PROPOSED DECK PARKING:** 23 SPACES (1 PER EACH 3.7 UNITS)

NOTE: CURB MAPS WILL BE NEEDED FOR STREET CROSSINGS



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 029

By: Mayor Perciak and All Members of Council

**AN ORDINANCE ACCEPTING FOR DEDICATION TO PUBLIC USE CERTAIN LANDS WITHIN PARK RIDGE CROSSING SUBDIVISION NO. 3; ACCEPTING CERTAIN PUBLIC UTILITIES CONSTRUCTED THEREIN AND AUTHORIZING AND DIRECTING THE ACTS REQUIRED IN FURTHERANCE THEREOF, AND DECLARING AN EMERGENCY.**

WHEREAS, Park Ridge Investments, LLC, an Ohio limited liability company (hereinafter referred to as "Developer"), owner of Park Ridge Crossing Subdivision No. 3, 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 10, 2025, 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 seeding and installation of sidewalks are 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 seeding and installation of sidewalks, provided that the Developer shall deposit a cash bond with the City in an amount no less than 100% of the cost of seeding and completing the sidewalks, 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 July 1, 2026 for the seeding and no later than April 1, 2028 for the sidewalks, and provided that, upon completion of such sidewalk improvements, the Developer provides to the City a bond securing or guaranteeing the maintenance of such sidewalk improvements for a period not less than two years from and after the effective date of the subsequent ordinance accepting such sidewalk improvements, in a sum no less than 10% of the cost of the installation of such sidewalk 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 seeding and sidewalk 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  
Date Passed: \_\_\_\_\_

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

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

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2026 - 029  
Page 3

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

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

Ord. No. 2026-029 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. 2026 – 030

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT A GRANT OF EASEMENT FOR STORM SEWER SYSTEM PURPOSES FROM PARK RIDGE INVESTMENTS, LLC IN CONNECTION WITH THE PARK RIDGE CROSSING SUBDIVISION NO. 3, AND DECLARING AN EMERGENCY.**

WHEREAS, Park Ridge Investments, LLC is the owner in fee simple of real estate located in Park Ridge Crossing Subdivision No. 3 in the City of Strongsville; and

WHEREAS, Park Ridge Investments, LLC accordingly wishes to grant and the City wishes to accept a storm sewer system easement for the purposes of constructing, reconstructing, maintaining, operating and repairing a storm sewer system in, under, over, and across said property.

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 authorizes the Mayor to accept a Grant of Easement for Storm Sewer System Purposes from Park Ridge Investments, LLC for the purposes of constructing, reconstructing, maintaining, operating, and repairing a storm sewer system in connection with the Park Ridge Crossing Subdivision No. 3, on property identified as PPN 394-13-010, as more fully set forth in Exhibit 1, attached hereto and made a part hereof by reference.

**Section 2.** That the Clerk of Council and/or City Engineer be and are hereby authorized and directed to cause recording of the Grant of Easement for Storm Sewer System Purposes with the Cuyahoga County Fiscal Office after its execution and upon receipt of evidence of title satisfactory to the Law Director.

**Section 3.** That the funds for the purposes of recording said document have been appropriated and shall be paid from the General Fund.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and 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 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that the aforesaid easement be accepted by the City in connection with the development of Park Ridge Crossing Subdivision No. 3 in order to provide storm sewer service to certain areas of the City, to assure the proper development of lots and lands within the City, and to conserve public funds. Therefore, provided this Ordinance receives

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2026 – 030  
Page 2

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	_____	_____
Zacharyasz	_____	_____

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

Ord. No. 2026-030 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**GRANT OF EASEMENT**  
**FOR**  
**STORM SEWER SYSTEM PURPOSES**

This Grant of Easement for Storm Sewer System Purposes (this "Easement") is made by and between **Park Ridge Investments, LLC**, an Ohio limited liability company, located at 22700 Royalton Road, Strongsville, Ohio 44149-3838 ("Grantor") and the **CITY OF STRONGSVILLE**, a municipal corporation, located at 18688 Royalton Road, Strongsville, OH 44136 ("Grantee").

WHEREAS, the Grantor is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio, which real estate is legally described in Exhibit "A", attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, Grantor is proposing to construct a storm sewer system, including storm sewer pipe with appurtenances (the "Storm Sewer System") in, on, over, and through the Property as described and shown on Exhibit "B", attached hereto and incorporated herein by reference (the "Easement Area"); and

WHEREAS, Grantor wishes to grant and Grantee wishes to accept an easement for the purposes of constructing, reconstructing, maintaining, operating and repairing the Storm Sewer System;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) the receipt of which is hereby acknowledged, the following grants, agreements, and covenants are made:

Grantor hereby gives, grants, bargains and conveys to Grantee, its successors and assigns, a perpetual easement and right to enter upon the Easement Area and to remove and/or replace trees where necessary for the purposes of constructing, reconstructing, maintaining, operating and repairing the Storm Sewer System, and to make all repairs to the Storm Sewer System connected therewith, that in the opinion of the proper local authorities of the City of Strongsville, its successors or assigns, may be necessary or advisable, in order to maintain or operate the Storm Sewer System in accordance with the ordinances, rules and regulations for the management and protection of such systems of said City of Strongsville, now in force or that may hereafter be adopted.

In consideration of the acceptance of the easement above mentioned by the City of Strongsville, Grantor and Grantee further hereby agree that Grantor shall construct and install the Storm Sewer System in accordance with the provisions, rules, regulations and requirements of the City of Strongsville, and further agree that Grantor shall pay the entire cost of said construction and installation

of the Storm Sewer System. The Storm Sewer System shall upon completion and approval by the City of Strongsville, its successors or assigns, become the property of the City of Strongsville, its successors or assigns.

Grantor acknowledges and agrees that Grantee shall not be obligated to maintain landscaping and/or lawn areas within the Easement Area.

Grantor hereby restricts said premises within the limits of the Easement Area against the construction thereon of any temporary or permanent structures.

Grantor agrees to keep the Easement Area free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of the Storm Sewer System. Grantor further agrees to make no alterations to the Property which would increase or reduce the depth of the Storm Sewer System.

If Grantor desires to alter the Property in any way other than is expressly permitted herein, it must obtain the prior written approval of Grantee. Upon receipt of such approval, Grantor shall, at its own expense, relocate or reconstruct all or any portion of the Storm Sewer System which is affected by such alteration and, where necessary, grant a new easement of not less than the width of this Easement under the same terms and conditions as herein provided. The relocated or reconstructed storm sewer system and appurtenances shall, upon completion and approval by Grantee, become the property of the City of Strongsville.

If Grantor violates any of the provisions of this Easement, Grantee, at the expense of Grantor, may enter upon the Property and the Easement Area and make such alterations as are necessary to bring the Easement Area into compliance with the provisions of this Easement.

Grantor hereby reserves the right to use the Easement Area for such use as is not expressly prohibited by or inconsistent with the terms of this Easement.

Grantor covenants with Grantee that it is well-seized of the Property as a good and indefeasible estate in fee simple, and has the right to grant and convey the Property, or any portion thereof, in the manner and form above written. Grantor further covenants that it will warrant and defend the Property with the appurtenances thereunto belonging to the City of Strongsville against all lawful claims and demands whatsoever for the purposes described herein.

This Easement shall inure to the benefit of any person, firm or corporation who the City of Strongsville, its successors and assigns, shall authorize to undertake the performance of work within the purpose of this Easement.

The parties hereto agree that this Easement embodies the complete understanding of the parties, and that no changes in this Easement shall be made unless such changes are in writing, approved and subscribed by the parties hereto.

[Signatures Continued on Next Pages]

Executed by Grantor and Grantee as of the date last written below.

Date: 4/10/25

**Park Ridge Investments, LLC**

By: [Signature]  
Name/Title: Richard A. Puzzitiello, Jr., CEO

Address: 22700 Royalton Road  
Strongsville, OH 44149-3838

"Grantor"

STATE OF OHIO )  
COUNTY OF Cuyahoga ) SS:

This is an acknowledgment. No oath or affirmation was given.

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named Park Ridge Investments, LLC, by and through Richard A. Puzzitiello, Jr., its duly authorized CEO, who acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as such officer and the free act and deed of said Limited Liability Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Strongsville, Ohio, this 10 day of April, 2025.

**Writing and Seal Must Not Exceed Box Boundaries**



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

Billie R. Cristino  
Notary Public

Executed by Grantor and Grantee as of the date last written below.

**City of Strongsville**

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

By: \_\_\_\_\_  
Name/Title: Thomas P. Perciak, Mayor

Address: 18688 Royalton Road  
Strongsville, OH 44136

"Grantee"

STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

This is an acknowledgment. No oath or affirmation was given.

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named **City of Strongsville**, by and through Thomas P. Perciak, its duly authorized Mayor, acknowledged that he did sign the foregoing instrument and that the same is his free act and deed individually and as such officer and the free act and deed of said Municipal Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**Writing and Seal Must Not Exceed Box Boundaries**

\_\_\_\_\_  
Notary Public

*This Instrument Prepared By:*  
Attorney Brian W. Bonham  
WICKENS HERZER PANZA  
35765 Chester Road  
Avon, OH 44011-1262

Approved as to legal form only

by the Law Department of the

City of Strongsville

By: Samuel J. Holick

Assistant City Attorney - Law.

Dated 4-10-25

**EXHIBIT A**

Property

**POLARIS ENGINEERING & SURVEYING INC. – 34600 CHARDON ROAD – WILLOUGHBY HILLS - OHIO**

**LEGAL DESCRIPTION  
REMAINING LANDS – SOUTH  
16.5307 ACRES**

SITUATED IN THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO, AND FURTHER KNOWN AS BEING PART OF LOT 82, ORIGINAL STRONGSVILLE TOWNSHIP, BEING TOWNSHIP NUMBER 5 IN THE 14TH RANGE OF TOWNSHIPS IN THE CONNECTICUT WESTERN RESERVE:

BEGINNING AT THE NORTHWEST CORNER OF LAND CONVEYED TO 21926 BOSTON ROAD, LLC BY AFN: 2008-03110504 OF CUYAHOGA COUNTY RECORDS (PPN: 394-18-010), ALSO KNOWN AS THE NORTHWEST CORNER OF ORIGINAL LOT NO. 81, ALSO BEING THE NORTHEAST CORNER OF LAND CONVEYED TO JACK G. & ROSALEE WALTER BY VOLUME 14496, PAGE 673 OF CUYAHOGA COUNTY RECORDS (PPN: 394-18-011), ALSO KNOWN AS THE NORTHEAST CORNER OF ORIGINAL LOT NO. 100, ALSO BEING THE SOUTHEAST CORNER OF LAND CONVEYED TO FRED & MATT REALTY, LTD BY AFN: 2012-12280950 OF CUYAHOGA COUNTY RECORDS (PPN: 394-09-002), ALSO KNOWN AS THE SOUTHEAST CORNER OF ORIGINAL LOT NO. 99:

**COURSE 1:** THENCE NORTH 01°38'55" EAST ALONG THE EASTERLY LINE OF SAID FRED & MATT REALTY, LTD, THE EASTERLY LINES OF LAND CONVEYED TO FRED & MATT REALTY, LTD BY AFN: 2012-12280950 OF CUYAHOGA COUNTY RECORDS (PPN: 394-09-002), AND LAND CONVEYED TO THE CITY OF STRONGSVILLE (PPN: 394-09-001), SAID LINE ALSO BEING THE EASTERLY LINE OF ORIGINAL LOT NO. 99, 634.92 FEET TO THE SOUTHWESTERLY CORNER OF LAND CONVEYED TO ERWIN ENTERPRISES, LLC BY AFN: 2022-07190225 OF CUYAHOGA COUNTY RECORDS (PPN: 394-13-001);

**COURSE 2:** THENCE NORTH 85°33'11" EAST ALONG THE SOUTHERLY LINE OF SAID ERWIN ENTERPRISES, LLC, 675.60 FEET TO THE SOUTHEASTERLY CORNER THEREOF;

**COURSE 3:** THENCE NORTH 58°58'09" EAST, 23.81 FEET TO A POINT;

**COURSE 4:** THENCE SOUTH 01°38'47" WEST, 102.56 FEET TO A POINT;

**COURSE 5:** THENCE SOUTH 82°57'34" EAST, 184.81 FEET TO A POINT OF CURVATURE;

**COURSE 6:** THENCE 15.81 FEET ALONG THE ARC OF A CURVE DEFLECTING TO THE RIGHT, HAVING A RADIUS OF 240.00 FEET, A DELTA OF 03°46'28", AND A CHORD OF 15.81 FEET BEARING NORTH 08°55'40" EAST TO A POINT;

**COURSE 7:** THENCE SOUTH 79°11'06" EAST, 129.23 FEET TO A POINT;

**COURSE 8:** THENCE NORTH 52°24'46" EAST, 129.59 FEET TO A POINT;

**COURSE 9:** THENCE NORTH 89°00'11" EAST, 32.67 FEET TO THE NORTHWESTERLY CORNER OF LAND CONVEYED TO THOMAS A. SWAN BY AFN: 2014-01230259 OF CUYAHOGA COUNTY RECORDS (PPN: 394-14-004);

**COURSE 10:** THENCE SOUTH 01°55'47" WEST ALONG THE WESTERLY LINE OF SAID SWAN, AND THE WESTERLY LINES OF LANDS CONVEYED TO THOMAS A. SWAN BY AFN: 2014-01170595 OF CUYAHOGA COUNTY RECORDS (PPN: 394-14-005) & BY AFN: 2007-09140565 OF CUYAHOGA COUNTY RECORDS (PPN: 394-14-007), LAND CONVEYED TO CYNTHIA SOPHIA KATAKOS BY AFN: 2002-06050079 OF CUYAHOGA COUNTY RECORDS (PPN: 394-14-006), AND LAND CONVEYED TO EDNA L. VAUGHN BY AFN: 201002170072 OF CUYAHOGA COUNTY RECORDS (PPN: 394-14-008), **643.03 FEET** TO THE NORTHERLY LINE OF ORIGINAL LOT NO. 81 AND THE NORTHWESTERLY CORNER OF LAND CONVEYED TO NORTH PARK DEVELOPERS, LLC BY AFN: 2010-03230339 OF CUYAHOGA COUNTY RECORDS (PPN: 394-20-023);

**COURSE 11:** THENCE SOUTH 89°52'34" WEST ALONG THE NORTHERLY LINE OF LAND CONVEYED TO NORTH PARK DEVELOPERS, LLC BY AFN: 201003230339 OF CUYAHOGA COUNTY RECORDS (PPN: 394-18-009), AND SAID 21926 BOSTON ROAD, LLC, SAID LINE ALSO BEING THE NORTHERLY LINE OF ORIGINAL LOT NO. 81, **1135.80 FEET** TO THE PLACE OF BEGINNING AND CONTAINING 16.5307 ACRES OF LAND, SUBJECT TO ALL LEGAL HIGHWAYS AND EASEMENTS OF RECORD. CALCULATED AND DESCRIBED IN JANUARY, 2023 BY POLARIS ENGINEERING AND SURVEYING INC. BEARINGS REFER TO THE OHIO STATE COORDINATE SYSTEM OF 1983 (NORTH ZONE) BASED ON THE ODOT CORS/VRS SYSTEM NAD83(2011) DATUM.

**EXHIBIT B**

**Easement Area**

Exhibit B



**Polaris Engineering & Surveying**  
34600 Chardon Road Suite D  
Willoughby Hills, Ohio 44094  
Office: (440) 944-4433  
Fax: (440) 944-3722

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April 8, 2025

**LEGAL DESCRIPTION:  
Easement for Storm Sewers and Access  
PPN 394-13-010**

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, being part of Original Strongsville Township Lot 82, further known as an Easement for Storm Sewers and Access over part of Parcel 1-B of the plat for Park Ridge Crossing Subdivision No. 1 recorded as AFN 202201110607 of Cuyahoga County Records, and being land in the name of Park Ridge Investments LLC (PPN 394-19-010).

Beginning at the southwesterly corner of the right of way of Park Ridge Crossing (60 feet wide- a dedicated public right of way) as shown by said plat for Park Ridge Crossing Subdivision No. 1:

**Course 1** Thence South  $82^{\circ}57'34''$  East, along the southerly right of way line of Park Ridge Crossing, 60.00 feet to the southeasterly corner thereof;

The following courses are along the easterly line of the proposed southerly extension of Park Ridge Crossing:

**Course 2** Thence southerly, 142.28 feet along the arc of a curve deflecting to the left, having a radius of 240.00 feet, a delta of  $33^{\circ}58'02''$ , and a chord of 140.21 feet bearing South  $09^{\circ}56'35''$  East to a point of reverse curvature;

**Course 3** Thence southerly, 273.39 feet along the arc of a curve deflecting to the right, having a radius of 230.00 feet, a delta of  $68^{\circ}06'17''$ , and a chord of 257.58 feet bearing South  $07^{\circ}07'33''$  West to a point of tangency;

**Course 4** Thence South  $41^{\circ}10'41''$  West, 110.51 feet to point of curvature;

PAGE 2

**Course 5** Thence southerly, 105.83 feet along the arc of a curve deflecting to the left, having a radius of 170.00 feet, a delta of  $35^{\circ}40'11''$ , and a chord of 104.13 feet bearing South  $23^{\circ}20'36''$  West to the northerly line of land conveyed to North Park Developers LLC, by deed recorded as AFN 201003230339 of Cuyahoga County Records (PPN 394-18-009), and the northerly line of Original Strongsville Township Lot 81;

**Course 6** Thence South  $89^{\circ}52'34''$  West, along the northerly line of land conveyed to North Park Developers LLC, and Original Strongsville Township Lot 81, 60.21 feet;

The following courses are along the westerly line of the proposed southerly extension of Park Ridge Crossing:

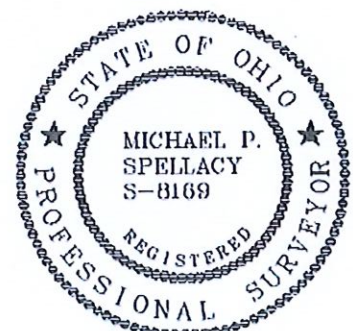
**Course 7** Thence northerly, 149.10 feet along the arc of a curve deflecting to the right, having a radius of 230.00 feet, a delta of  $37^{\circ}08'31''$ , and a chord of 146.50 feet bearing North  $22^{\circ}36'25''$  East to a point of tangency;

**Course 8** Thence North  $41^{\circ}10'41''$  East, 110.51 feet to point of curvature;

**Course 9** Thence northerly, 202.07 feet along the arc of a curve deflecting to the left, having a radius of 170.00 feet, a delta of  $68^{\circ}06'17''$ , and a chord of 190.38 feet bearing North  $07^{\circ}07'33''$  East to a point of reverse curvature;

**Course 10** Thence northerly, 177.85 feet along the arc of a curve deflecting to the right, having a radius of 300.00 feet, a delta of  $33^{\circ}58'02''$ , and a chord of 175.26 feet bearing North  $09^{\circ}56'35''$  West to the Place of Beginning and containing 0.8757 acres of land (38,146 square feet) as calculated and described in April 2025 by Michael P. Spellacy, P.S. 8169 of Polaris Engineering and Surveying, and subject to all legal highways and easements of record. The bearings used herein are based on the Ohio State Plane Coordinate System of 1983, North Zone, 1986 adjustment. The intent of this instrument is to describe an easement for storm sewers over part of PPN 394-13-001 to be released upon the extension of Park Ridge Crossing

*Michael P. Spellacy 4/2/25*  
Michael P. Spellacy P.S. 8169 04/08/2025



S:\2022 Projects\22009- Avon Land Holdings - Park Ridge Crossing - Strongsville (CWS)\2-Project Surveying Info\4-Legal Descriptions (Word Files)\EASEMENTS\Offsite Storm (PPN 394-13-010)\Legal Description EASEMENT FOR STORM SEWERS.doc



**Polaris Engineering & Surveying**

34600 Chardon Road Suite D

Willoughby Hills, Ohio 44094

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Fax: (440) 944-3722

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**April 8, 2025**

**LEGAL DESCRIPTION:**

**Easement for Storm Sewers and Access**

**PPN 394-13-010**

**EASEMENT A**

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, being part of Original Strongsville Township Lot 82, further known as an Easement for Storm Sewers and Access over part of Parcel 1-B of the plat for Park Ridge Crossing Subdivision No. 1 recorded as AFN 202201110607 of Cuyahoga County Records, and being land in the name of Park Ridge Investments LLC (PPN 394-19-010).

Beginning at the southeasterly corner of the right of way of Park Ridge Crossing (60 feet wide- a dedicated public right of way) as shown by said plat for Park Ridge Crossing Subdivision No. 1:

Thence southerly, 68.41 feet along the arc of a curve deflecting to the left in the easterly line of the proposed southerly extension of Park Ridge Crossing, having a radius of 240.00 feet, a delta of 16°19'53", and a chord of 68.18 feet bearing South 01°07'30" East to the Principal Place of Beginning:

**Course 1** Thence North 80°42'33" East, 30.00 feet;

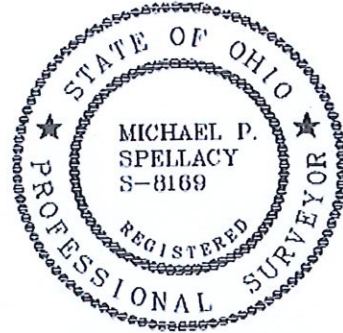
**Course 2** Thence South 16°07'40" East, 50.00 feet;

**Course 3** Thence South 67°02'07" West, 30.00 feet;

**Course 4** Thence northerly, 57.28 feet along the arc of a curve deflecting to the right, having a radius of 240.00 feet, a delta of 13°40'27", and a chord of 57.14 feet bearing North 16°07'41" West to the Principal Place of Beginning and containing 0.0381 acres of land (1,661 square feet) as calculated and described in April 2025 by Michael P. Spellacy, P.S. 8169 of Polaris Engineering and Surveying, and subject to all legal highways and easements of record. The bearings used herein are based on the Ohio State Plane Coordinate System of 1983, North Zone, 1986 adjustment. The intent of this instrument is to describe an easement for storm sewers over part of PPN 394-13-001.

*Michael P. Spellacy 4/8/25*

Michael P. Spellacy P.S. 8169 04/08/2025



S:\2022 Projects\22009- Avon Land Holdings - Park Ridge Crossing - Strongsville (CWS)\2-Project Surveying Info\4-Legal Descriptions (Word Files)\EASEMENTS\Offsite Storm (PPN 394-13-010)\Legal Description EASEMENT FOR STORM SEWERS (Easement A).doc



**Polaris Engineering & Surveying**  
34600 Chardon Road Suite D  
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**April 8, 2025**  
**LEGAL DESCRIPTION:**  
**Easement for Storm Sewers and Access**  
**PPN 394-13-010**  
**EASEMENT B**

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, being part of Original Strongsville Township Lot 82, further known as an Easement for Storm Sewers and Access over part of Parcel 1-B of the plat for Park Ridge Crossing Subdivision No. 1 recorded as AFN 202201110607 of Cuyahoga County Records, and being land in the name of Park Ridge Investments LLC (PPN 394-19-010).

Beginning at the southeasterly corner of the right of way of Park Ridge Crossing (60 feet wide- a dedicated public right of way) as shown by said plat for Park Ridge Crossing Subdivision No. 1:

The following courses are along the easterly line of the proposed southerly extension of Park Ridge Crossing:

Thence southerly, 142.28 feet along the arc of a curve deflecting to the left, having a radius of 240.00 feet, a delta of  $33^{\circ}58'02''$ , and a chord of 140.21 feet bearing South  $09^{\circ}56'35''$  East to a point of reverse curvature;

Thence southerly, 273.39 feet along the arc of a curve deflecting to the right, having a radius of 230.00 feet, a delta of  $68^{\circ}06'17''$ , and a chord of 257.58 feet bearing South  $07^{\circ}07'33''$  West to a point of tangency;

Thence South  $41^{\circ}10'41''$  West, 18.56 feet to the Principal Place of Beginning:

PAGE 2

**Course 1** Thence South 48°49'19" East, 30.00 feet;

**Course 2** Thence South 41°10'41" West, 50.00 feet;

**Course 3** Thence North 48°49'19" West, 30.00 feet to the easterly line of the proposed southerly extension of Park Ridge Crossing;

**Course 4** Thence North 41°10'41" East, along the easterly line of the proposed southerly extension of Park Ridge Crossing, 50.00 feet to the Place of Beginning and containing 0.0344 acres of land (1,500 square feet) as calculated and described in April 2025 by Michael P. Spellacy, P.S. 8169 of Polaris Engineering and Surveying, and subject to all legal highways and easements of record. The bearings used herein are based on the Ohio State Plane Coordinate System of 1983, North Zone, 1986 adjustment. The intent of this instrument is to describe an easement for storm sewers over part of PPN 394-13-001.

*Michael P. Spellacy 4/8/25*  
Michael P. Spellacy P.S. 8169 04/08/2025



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**Polaris Engineering & Surveying**

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Office: (440) 944-4433

Fax: (440) 944-3722

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April 8, 2025

**LEGAL DESCRIPTION:**

**Easement for Storm Sewers and Access**

**PPN 394-13-010**

**EASEMENT C**

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, being part of Original Strongsville Township Lot 82, further known as an Easement for Storm Sewers and Access over part of Parcel 1-B of the plat for Park Ridge Crossing Subdivision No. 1 recorded as AFN 202201110607 of Cuyahoga County Records, and being land in the name of Park Ridge Investments LLC (PPN 394-19-010).

Beginning at the southwesterly corner of the right of way of Park Ridge Crossing (60 feet wide- a dedicated public right of way) as shown by said plat for Park Ridge Crossing Subdivision No. 1:

Thence southerly, 103.57 feet along the arc of a curve deflecting to the left in the westerly line of the proposed southerly extension of Park Ridge Crossing, having a radius of 300.00 feet, a delta of 19°46'52", and a chord of 103.06 feet bearing South 02°51'00" East to the Principal Place of Beginning:

**Course 1** Thence southerly, 44.82 feet along the arc of a curve deflecting to the left in the westerly line of the proposed southerly extension of Park Ridge Crossing, having a radius of 300.00 feet, a delta of 08°33'34", and a chord of 44.78 feet bearing South 17°01'13" East;

**Course 2** Thence South 68°42'00" West, 35.00 feet;

**Course 3** Thence North 17°01'13" West, 50.00 feet;

**Course 4** Thence North 77°15'34" East, 35.00 feet to the Principal Place of Beginning and containing 0.0374 acres of land (1,629 square feet) as calculated and described in April 2025 by Michael P. Spellacy, P.S. 8169 of Polaris Engineering and Surveying, and subject to all legal highways and easements of record. The bearings used herein are based on the Ohio State Plane Coordinate System of 1983, North Zone, 1986 adjustment. The intent of this instrument is to describe an easement for storm sewers over part of PPN 394-13-001.

*Michael P. Spellacy* 4/8/25

Michael P. Spellacy P.S. 8169 04/08/2025



S:\2022 Projects\22009- Avon Land Holdings - Park Ridge Crossing - Strongsville (CWS)\2-Project Surveying Info\4-Legal Descriptions (Word Files)\EASEMENTS\Offsite Storm (PPN 394-13-010)\Legal Description EASEMENT FOR STORM SEWERS (Easement C).doc



**Polaris Engineering & Surveying**  
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**April 8, 2025**  
**LEGAL DESCRIPTION:**  
**Easement for Storm Sewers and Access**  
**PPN 394-13-010**  
**EASEMENT D**

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, being part of Original Strongsville Township Lot 82, further known as an Easement for Storm Sewers and Access over part of Parcel 1-B of the plat for Park Ridge Crossing Subdivision No. 1 recorded as AFN 202201110607 of Cuyahoga County Records, and being land in the name of Park Ridge Investments LLC (PPN 394-19-010).

Beginning at the southwesterly corner of the right of way of Park Ridge Crossing (60 feet wide- a dedicated public right of way) as shown by said plat for Park Ridge Crossing Subdivision No. 1:

The following courses are along the westerly line of the proposed southerly extension of Park Ridge Crossing:

Thence southerly, 177.85 feet along the arc of a curve deflecting to the left, having a radius of 300.00 feet, a delta of  $33^{\circ}58'02''$ , and a chord of 175.26 feet bearing South  $09^{\circ}56'35''$  East to a point of reverse curvature;

Thence southerly, 202.07 feet along the arc of a curve deflecting to the right, having a radius of 170.00 feet, a delta of  $68^{\circ}06'17''$ , and a chord of 190.38 feet bearing South  $07^{\circ}07'33''$  West to a point of tangency;

Thence South  $41^{\circ}10'41''$  West, 21.87 feet to the Principal Place of Beginning:

PAGE 2

- Course 1** Thence South 41°10'41" West, continuing along the westerly line of the proposed southerly extension of Park Ridge Crossing, 50.00 feet;
- Course 2** Thence North 48°49'19" West, 35.00 feet;
- Course 3** Thence North 41°10'41" East, 50.00 feet;
- Course 4** Thence South 48°49'19" East, 35.00 feet to the Place of Beginning and containing 0.0402 acres of land (1,750 square feet) as calculated and described in April 2025 by Michael P. Spellacy, P.S. 8169 of Polaris Engineering and Surveying, and subject to all legal highways and easements of record. The bearings used herein are based on the Ohio State Plane Coordinate System of 1983, North Zone, 1986 adjustment. The intent of this instrument is to describe an easement for storm sewers over part of PPN 394-13-001.

*Michael P. Spellacy 4/8/25*  
Michael P. Spellacy P.S. 8169 04/08/2025



S:\2022 Projects\22009- Avon Land Holdings - Park Ridge Crossing - Strongsville (CWS)\2-Project Surveying Info\4-Legal Descriptions (Word Files)\EASEMENTS\Offsite Storm (PPN 394-13-010)\Legal Description EASEMENT FOR STORM SEWERS (Easement D).doc

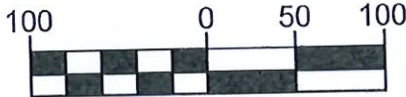
SKETCH TO  
ACCOMPANY  
LEGAL DESCRIPTION  
Page 1

*Michael P. Spellacy*

04/08/2025

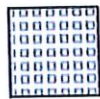


GRAPHIC  
SCALE



(IN FEET)  
1 INCH = 100 FEET

PUBLIC  
EASEMENT FOR  
ACCESS AND  
STORM SEWERS



Esmt. D  
0.0402 Ac.

PUBLIC  
EASEMENT FOR  
ACCESS AND  
STORM SEWERS  
TO BE RELEASED  
UPON EXTENSION  
OF PARK RIDGE  
CROSSING



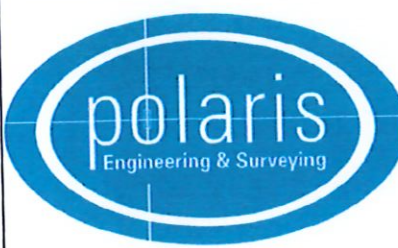
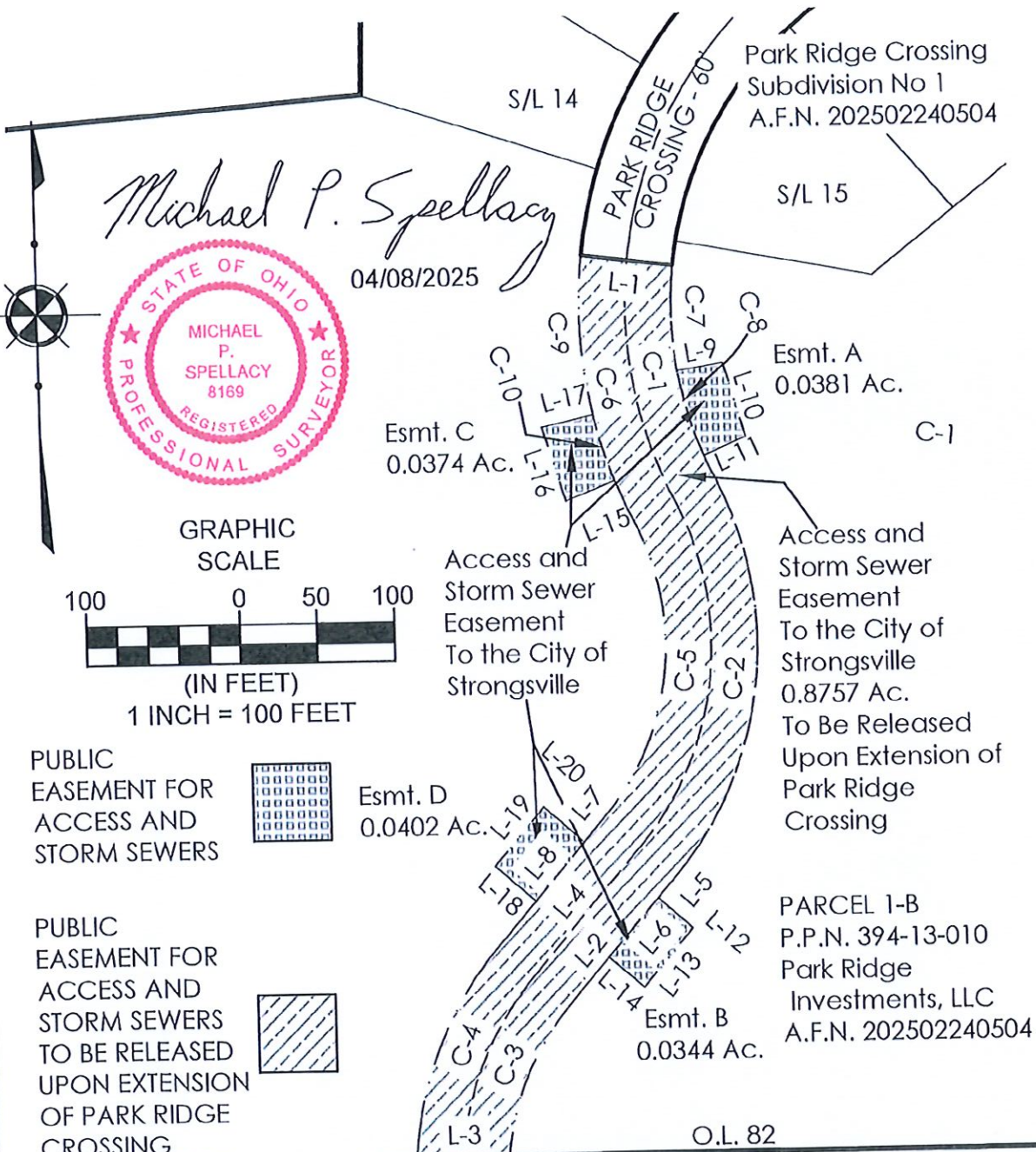
Esmt. B  
0.0344 Ac.

PARCEL 1-B  
P.P.N. 394-13-010  
Park Ridge  
Investments, LLC  
A.F.N. 202502240504

O.L. 81 P.P.N. 394-18-009  
NORTH PARK  
DEVELOPERS, LLC.  
A.F.N. 201003230339

PREPARED FOR:  
PARK RIDGE INVESTMENTS LLC  
CONTRACT NO. 22009

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



SKETCH TO  
ACCOMPANY  
LEGAL  
DESCRIPTION  
Page 2

PARCEL LINE TABLE		
LINE	LENGTH	DIRECTION
L1	60.00'	S82°57'34"E
L2	110.51'	S41°10'41"W
L3	60.21'	S89°52'34"W
L4	110.51'	N41°10'41"E
L5	18.56'	S41°10'41"W
L6	50.00'	N41°10'41"E
L7	21.87'	S41°10'41"W
L8	50.00'	S41°10'41"W
L9	30.00'	N80°42'33"E
L10	50.00'	S16°07'40"E

PARCEL LINE TABLE		
LINE	LENGTH	DIRECTION
L11	30.00'	S67°02'07"W
L12	30.00'	S48°49'19"E
L13	50.00'	S41°10'41"W
L14	30.00'	N48°49'19"W
L15	35.00'	S68°42'00"W
L16	50.00'	N17°01'13"W
L17	35.00'	N77°15'34"E
L18	35.00'	N48°49'19"W
L19	50.00'	N41°10'41"E
L20	35.00'	S48°49'19"E

PARCEL CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING	TANGENT
C1	142.28'	240.00'	33°58'02"	140.21'	S9°56'35"E	73.30'
C2	273.39'	230.00'	68°06'17"	257.58'	S7°07'33"W	155.44'
C3	105.83'	170.00'	35°40'11"	104.13'	S23°20'36"W	54.70'
C4	149.10'	230.00'	37°08'31"	146.50'	N22°36'25"E	77.27'
C5	202.07'	170.00'	68°06'17"	190.38'	N7°07'33"E	114.89'
C6	177.85'	300.00'	33°58'02"	175.26'	N9°56'35"W	91.63'
C7	68.41'	240.00'	16°19'53"	68.18'	S1°07'30"E	34.44'
C8	57.28'	240.00'	13°40'27"	57.14'	N16°07'41"W	28.78'
C9	103.57'	300.00'	19°46'52"	103.06'	S2°51'00"E	52.31'
C10	44.82'	300.00'	8°33'34"	44.78'	S17°01'13"E	22.45'

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 031

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR IMPROVEMENTS TO VARIOUS STREETS IN THE CITY OF STRONGSVILLE IN CONNECTION WITH THE 2026 PAVEMENT RECONSTRUCTION PROGRAM, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has advertised and received bids for improvements to various streets in the City of Strongsville in connection with the 2026 Pavement Reconstruction Program; and

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

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

**Section 1.** That this Council hereby finds and determines that the bid submitted by **DENES CONCRETE, INC.** for improvements to various streets in the City of Strongsville in connection with the 2026 Pavement Reconstruction Program, meets the specifications on file in the office of the City Engineer, is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State, and is the lowest and best bid for the proposed contract. All other bids for this contract are hereby rejected.

**Section 2.** That accordingly, the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in an amount not to exceed \$1,085,004.00 for improvements to various streets in the City of Strongsville, in connection with the 2026 Pavement Reconstruction Program, and in a form approved by the Law Director.

**Section 3.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize execution of said contract in order to improve various public roadways in the City, ensure safe travel for the residents and the public, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2026 - 031  
Page 2

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

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

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

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

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

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

Ord. No. 2026-031 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. 2026 – 032

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE WESTWOOD DRIVE CULVERT REPLACEMENT PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has advertised and received bids for the Westwood Drive Culvert Replacement Project in the City of Strongsville; and

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

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 finds and determines that the bid submitted by **TK EXCAVATING & GRADING LLC** for the Westwood Drive Culvert Replacement Project meets the specifications on file in the office of the City Engineer, is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State, and is the lowest and best bid for the proposed contract. All other bids for this contract are hereby rejected.

**Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in the amount of \$814,942.54 for the Westwood Drive Culvert Replacement Project in the City of Strongsville, and in a form approved by the Law Director.

**Section 3.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Drainage Levy Fund.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize execution of said contract in order to proceed with the Project to make the within improvements to provide more efficient drainage in the Westwood Drive area, to improve properties within the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2026 – 032  
Page 2

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

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

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

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

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

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

Ord. No. 2026-032 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

RESOLUTION NO. 2026 – 033

By: Mayor Perciak and All Members of Council

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE BEECH CREEK TRAIL AND BROOKSTONE WAY WATERLINE REPLACEMENT PROJECT IN THE CITY OF STRONGSVILLE, 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 Mayor be and is hereby authorized to advertise for bids for the Beech Creek Trail and Brookstone Way Waterline Replacement Project consisting of the replacement of the watermain on Beech Creek Trail and Brookstone Way, including the restoration of pavement, catch basins and landscape due to the waterline work, in accordance with specifications and bid documents on file in the office of the City Engineer, which are in all respects hereby approved.

**Section 2.** That the funds for the purposes of this Resolution have been appropriated and shall be paid from the General Capital Improvement Fund.

**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 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 in order to advertise for public bidding of the aforesaid waterline replacement project in a timely manner, maintain efficient water service in the City, and to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

CITY OF STRONGSVILLE  
RESOLUTION NO. 2026 – 033  
Page 2

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

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

*RES*  
Ord. No. *2026-033* 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. 2026 – 034

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE GREAT LAKES BASEBALL LEAGUE ON A LIMITED BASIS FOR 2026, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville provides various City parks that offer baseball fields and facilities for the enjoyment and benefit of residents and guests; and

WHEREAS, the Great Lakes Baseball League (GLBL) organizes baseball tournaments for boys in the State of Ohio; and

WHEREAS, GLBL again desires to occupy and use the City baseball fields to stage and conduct the Strongsville/Cleveland Memorial Day Weekend Tournament baseball tournament from May 21, 2026 through May 26, 2026, on a limited and non-exclusive basis; and

WHEREAS, the City welcomes this effort to continue to provide the children and families of Strongsville a safe and rewarding youth baseball experience; and

WHEREAS, the parties, therefore, now desire to enter into a limited non-exclusive Rental/Occupancy Agreement for 2026 to be authorized in accordance with Strongsville Codified Ordinance 264.02.

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

**Section 1.** That this Council finds and determines that the baseball field facilities owned by the City of Strongsville at various locations throughout the City, are not needed entirely for municipal public use; and authorizes and directs the Mayor to enter into a non-exclusive Rental/Occupancy Agreement with the Great Lakes Baseball League for 2026, and upon the other terms and conditions set forth in the Rental/Occupancy Agreement, attached hereto and designated Exhibit 1, which is approved in all respects.

**Section 2.** That to the extent any funds will be required for the implementation of this Ordinance, such will be paid from the Multi-Purpose Complex 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 immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and in order to provide for the use of City lands by an organization, for recreational

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2026 – 034  
PAGE 2

purposes for the benefit of the community, and to conserve City 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.

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

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

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

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

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

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

Ord. No. 2026-034 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

## RENTAL/OCCUPANCY AGREEMENT

THIS RENTAL/OCCUPANCY AGREEMENT is made effective the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between THE CITY OF STRONGSVILLE, OHIO, a municipal corporation organized and existing pursuant to law and located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter "City") and GREAT LAKES BASEBALL LEAGUE, and located at 7575 Tyler Boulevard, Suite C-18, Mentor, Ohio 44060 (hereinafter called "GLBL" or "Tenant").

### WITNESSETH:

WHEREAS, the Great Lakes Baseball League organizes baseball tournaments for boys in the State of Ohio; and

WHEREAS, GLBL again desires to occupy and use the City baseball fields to stage and conduct the "Strongsville/Cleveland Memorial Day Weekend Tournament" baseball tournament from May 21, 2026 through May 26, 2026, on a limited and non-exclusive basis; and

WHEREAS, the City welcomes this effort to continue to provide the children and families of Strongsville a safe and rewarding youth baseball experience.

NOW, THEREFORE, the parties, in consideration of the above, and the following agreements, covenants and representations, agree that:

### 1. DESCRIPTION AND RENTAL OF PREMISES

The City hereby rents to Tenant for limited occupancy, and Tenant hereby rents from City, certain premises set forth and listed in Exhibit A, which is made a part hereof, situated in the City of Strongsville, County of Cuyahoga, and State of Ohio and commonly known as the "City of Strongsville Baseball Fields" (hereinafter the "Premises").

### 2. TERM

#### 2.1 Term

The term of this Rental/Occupancy shall commence May 21, 2026 and end at midnight May 26, 2026.

#### 2.2 Termination

Tenant hereby acknowledges that the City may, at any time, and without cause, terminate this Agreement upon fourteen (14) days written notice. The City will make every good faith effort to apprise Tenant of its intentions at the earliest possible date, but reserves the right to terminate this Agreement within its sole discretion.

### 3. RENT

#### 3.1 Basic Rent

Tenant agrees to pay to the City as rental for the term of this Rental/Occupancy, an amount to be determined by the Director of Recreation, payable to the City of Strongsville, based on the following costs and fees:

- (a) Field Fee – One Hundred Thirty-Five Dollars (\$135.00) per baseball field, per day, for each baseball field used by Tenant during the term of Tenant's occupancy.
- (b) City Labor Fee – Forty-Five Dollars (\$45.00) per hour for each two (2) person City crew that is used to set-up and maintain the Premises during the term of Tenant's occupancy.

- (c) Portable Toilets – One Hundred Seventy-Five Dollars (\$175.00) per unit each day.
- (d) Illumination of Baseball Fields – Thirty-Five Dollars (\$35.00) per baseball field, per day, for each baseball field, where the electric light system is used to illuminate each field.
- (e) Field Drying Agent – Fifteen Dollars (\$15.00) for each bag of drying agent used during the term of Tenant's occupancy.

**3.2** The City shall send a bill to Tenant after the term of this Agreement has expired setting forth the total amount owed for said rental, based on the fees provided herein.

**3.3 Method of Payment**

The Rent payment shall be made payable to the City of Strongsville within fourteen (14) days of the date of billing, and shall be sent to the City of Strongsville, 18100 Royalton Road, Strongsville, Ohio 44136, Attention: Recreation Department, unless the City shall direct otherwise by notice to Tenant.

**4. POSSESSION**

Tenant may enter into possession and occupancy of the Premises on the commencement date of the Term.

**5. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE**

**5.1 Condition of Premises at Commencement of Term**

Tenant has examined the Premises, knows their condition and accepts the Premises in their present condition. Tenant acknowledges that the City has made no representations to Tenant as to the condition of the Premises prior to or at the execution of this Agreement, and has promised no repairs or alterations thereto.

**5.2 Repairs and Maintenance**

(a) The City shall have sole responsibility, but within its sole discretion, to repair and maintain the Premises, including but not limited to lining and reasonable maintenance of the baseball game field, plus all driveways, sidewalks, parking areas or other paved areas servicing the Premises. City shall also, at its sole expense, keep all walks, driveways, sidewalks, parking areas or other paved areas servicing the Premises free of excessive snow, ice, water, rubbish and dirt and other natural or artificial accumulations.

(b) City shall perform such repairs and maintenance thereon as may be reasonably necessary within its sole discretion to maintain such areas in a clean, safe, serviceable and sound condition, and to comply with the laws, ordinances and regulations of all authorities which have jurisdiction over the Premises.

**5.3 Condition of Premises at Termination of Agreement**

Upon the expiration or other termination of this Agreement, Tenant shall remove its goods and effects and those of all persons claiming under it from the Premises, and shall deliver and yield the Premises to the City in as good repair and condition as the Premises were at the commencement of the term of this Agreement, reasonable wear and tear excepted.

**6. UTILITIES**

The City shall pay all charges for the use of sewers, water, light, fuel or other utilities relating to the Premises, if any, except that Tenant shall be responsible to pay for the illumination of any baseball field, as set forth in Section 3.1(d) of this Agreement.

## **7. INSURANCE AND INDEMNIFICATION**

### **7.1 Public Liability Insurance**

Tenant shall obtain, at its expense, effective as of the commencement of its right to occupy the Premises, and will maintain so long as Tenant continues to occupy or rent any part of the Premises, complete comprehensive, general liability insurance, under which the City will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to the City, in the sum of One Million Dollars (\$1,000,000.00) in the event of injury to one person or damage to property and Two Million Dollars (\$2,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. Said policy or policies, or a copy or copies thereof, or a certificate or certificates thereof, will be deposited with the City together with evidence of payment of the premiums thereon, within thirty (30) days after their issuance.

### **7.2 Indemnification**

Tenant will defend, indemnify, and hold harmless the City, its agents, employees and individual board and Council members from any and all claims, liabilities, demands, costs, expenses, damage or loss to persons (including loss of life) or property which may arise from the use of the Premises or from the conduct or management of or from anything done in or about the Premises by or on behalf of Tenant or any employee, agent, invitee, or licensee of Tenant, together with all costs, expenses and attorneys' fees incurred by the City in connection with any such claim, demand, or legal proceeding arising therefrom and brought against the City. The foregoing will also include, but not be limited to, any such damage or loss caused by Tenant itself or its officers, agents, representatives, guests or invitees.

## **8. USE**

### **8.1 General**

(a) Tenant shall occupy and use the Premises for recreational purposes only and for no other purpose, and in a careful, safe and proper manner, and shall not commit or suffer any waste therein. Tenant shall not occupy or use the Premises for any unlawful purpose, in violation of any lawful covenant or condition of record restricting the use of the Premises, or in any way that would increase or cause foreseeable harm or injury to others. In its occupation and use of the Premises, Tenant shall comply with all laws, ordinances, rules, regulations, requirements and orders of all governmental authorities having jurisdiction over the Premises.

(b) If any such authority notifies the City of a violation of any such law, ordinance or regulations, the City shall notify Tenant thereof, and Tenant shall have ten (10) days following such notice to correct such violations. Failure by Tenant so to act within such ten (10) day period shall constitute a default for the purpose of this Agreement.

(c) All excise taxes, license fees and charges for permits which may arise from the use or operation of the Premises or the conduct of any business thereon shall be payable by Tenant, and Tenant shall save the City harmless from all liability therefor.

### **8.2 Alterations and Improvements**

(a) Tenant shall not be permitted under any circumstances to make alterations or improvements to the Premises.

(b) The City may make such alterations and additions affecting the Premises as it might desire, provided that the same shall not materially impair Tenant's use of the Premises consistent with this Agreement.

## **9. DEFAULT**

### **9.1 Events Constituting Default**

For the purpose of this Agreement, "default" shall mean any of the following events: (a) abandonment of the Premises by Tenant, or (b) failure by Tenant to pay any installment of rent or other money or obligations within ten (10) days after the City shall have given Tenant written notice that such rent or other obligation is past due, or (c) failure by Tenant to perform or observe any other covenant or agreement under this Agreement, which failure shall continue uncured for a period of thirty (30) days after delivery to Tenant of written notice thereof, or (d) Tenant's permitting the Premises to be vacant or unoccupied for more than thirty (30) consecutive days.

### **9.2 Effect of Default**

In the event of default, the City may at its option (a) terminate this Agreement, or, without terminating this Agreement, terminate Tenant's right to possession of the Premises under this Agreement, (b) re-enter the Premises with or without process of law, using such force as may be necessary and remove all persons and chattels therefrom and the City shall not be liable for damages or otherwise by reason of such re-entry, (c) cure any default relating to the condition of the Premises and obtain reimbursement of expenses therefor from Tenant, or (d) employ any other remedy provided by law. The foregoing remedies may be exercised individually or cumulatively at the option of the City, and the exercise of any one shall not be deemed a waiver of the City's right to exercise one or more additional remedies. Except as provided in this Agreement, Tenant waives the necessity of demand for rent and any other demand or notice that may now or thereafter be required by any statute, regulation or decision for the maintenance by City of any action in forcible entry and detainer. The commencement of such an action by the City shall for the purpose of this Agreement be equivalent to the City's exercise of its right to re-enter the Premises.

### **9.3 Waiver or Default**

No waiver of any condition or covenant of this Agreement by the City or Tenant shall be construed as constituting a waiver of any subsequent breach of any such condition or covenant, or as justification or authorization for the breach or any other covenant or condition of this Agreement; nor shall the acceptance of rent by the City at a time when Tenant is in default under any covenant or condition of this Agreement be construed as a waiver of such default or any of the City's rights, including, but not limited to, the right to terminate this Agreement on account of such default or as an estoppel against the City, or be construed as an amendment to this Agreement or as a waiver by the City of any other right created herein or by law in favor of the City and against Tenant on account of such default.

## **10. MECHANICS' LIENS**

The Tenant shall not permit any mechanics', laborers', materialmen's or other liens to stand against the Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with the work of any character performed or claimed to have been performed on, or pertaining to the Premises solely for Tenant or under Tenant's control, whether such work was performed or materials furnished prior to or subsequent to the commencement of the term of this Agreement. If any such lien shall be filed or shall attach, the Tenant shall promptly either pay the same or procure the discharge thereof by giving security or in such other manner as is required or permitted by law. If Tenant fails to do so within thirty (30) days after receiving written notice from the City, the City may procure the discharge of such lien, by payment or otherwise, and may recover all costs and expenses of so doing from Tenant. Moreover, Tenant shall defend, indemnify and hold harmless the City from and against all claims, demands and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery, material and fuel, and shall directly pay or reimburse the City for all costs and

expenses thereof, including, but not limited to, attorneys' fees (to the extent permitted by law), bond premiums and court costs.

**11. QUIET ENJOYMENT**

Upon Tenant's paying the rent, and performing and observing the agreements and conditions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises during the term of this Rental/Occupancy Agreement on a non-exclusive basis and subject to the City's scheduling of its use, but otherwise without interference by the City or anyone claiming by, through or under the City. However, the City shall not be liable for any damage or interference with use occasioned by or from (a) any gas, water or other pipes bursting or leaking, or (b) water, snow or ice on the Premises.

**12. RIGHT OF ENTRY**

The City, its agents and employees shall have the right, at all reasonable times during the term of this Rental/Occupancy, to enter the Premises to view and inspect the same and to perform any work therein which may be required or permitted of the City hereunder; provided, however, that the City, its agents and employees shall in exercising such right not unreasonably interfere with Tenant's use of the Premises. The City also shall have the right to use or arrange for use of the Premises by others when it is not in use by Tenant.

**13. ASSIGNMENT, SUBLEASE AND CHANGE OF ORGANIZATION**

**13.1 Assignment and Sublease**

Tenant shall not assign this Rental/Occupancy or any of its benefits or burdens under this Agreement, or sublet all or any part of the Premises, or permit all or any part of the Premises to be used or occupied by others unless Tenant first obtains the City's prior written consent, which the City may, in its discretion, withhold for any reason or none at all.

**13.2 Change of Organization of Tenant**

Tenant shall not terminate its existence, change its form of organization or permit the change of identity of its principal officers or the transfer of all, or substantially all of its assets without first having obtained the City's written consent. The City shall not unreasonably withhold such consent, and shall be deemed to consent to any change in officer status or otherwise resulting from the death or long-term disability of any officer or trustee of Tenant.

**14. NOTICES**

All notices to the City shall be sent to:

The City of Strongsville  
18100 Royalton Road  
Strongsville, Ohio 44136  
Attention: Bryan V. Bogre, Director  
of Recreation & Senior Services  
*(With a copy to the Law Director)*

All notices to the Tenant shall be sent to:

Harry Oschip  
7575 Tyler Boulevard, Suite C-18  
Mentor, Ohio 44060

Either party may at any time change the address to which notice shall be sent by advising the other party in writing of such a change. Notice shall be deemed given if sent by certified mail, postage prepaid, return receipt requested, and any such notice shall be deemed given when mailed as provided in this Section.

**15. PARTIES BOUND AND BENEFITED**

This Agreement shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Tenant" in this Agreement shall be construed to include the corporations and/or entities named herein as City and Tenant, respectively, and their respective successors and permitted assigns. This Section shall not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, subleasing, permission to occupy or similar acts contained elsewhere in this Agreement.

**16. RELATIONSHIP OF THE PARTIES**

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, or any relationship between the parties hereto other than that of City and Tenant.

**17. ONLY AGREEMENT**

This instrument contains the entire and only agreement between the parties, and neither party has made any representations or warranties other than those contained herein. It shall not be modified in any way except by a writing signed by both parties and approved in accordance with law.

**18. CAPTIONS**

The captions utilized as headings for the various articles and sections of this Agreement are used only as a matter of convenience for reference, and are not to be considered a part of this Agreement nor to be used in determining the intent of the parties to this Agreement.

**19. GOVERNING LAW**

The validity and construction of this Agreement shall be governed by the law of the State of Ohio, where the Premises are located.

**20. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

**IN WITNESS WHEREOF**, the City and Tenant have caused this Rental/Occupancy Agreement to be executed by their duly authorized officers on the dates written below.

Witnesses:

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

**CITY OF STRONGSVILLE**

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

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

Approved for form:

By: \_\_\_\_\_  
Law Director



## EXHIBIT A

### City of Strongsville Baseball Fields

#### REC PARK #2 – 16107 Foltz Parkway

1. Foltz #1 Field
2. Foltz #2 Field

#### VOLUNTEER PARK – 21410 Lunn Road

1. Watts Field
2. Stroemple Field
3. Farnsworth Field
4. Capp Field
5. Roth Field
6. Kalinich Field

#### YOUTH SPORTS PARK – 21255 Lunn Road

1. Youth Park #1
2. Youth Park #2
3. Youth Park #3



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/21/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> LIC #40558248 Player's Health Cover USA Inc. Lifetime Work Edina 200 Southdale Center Edina MN 55435	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 612-345-9683 E-MAIL ADDRESS: certificates@playershealth.com FAX (A/C, No):
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: SiriusPoint America Insurance Company INSURER B: SIRIUS AMERICA INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Five Tool, LLC & V Tool Showcases, LLC, & V Tool Holdings, LL 1540 Keller Parkway Suite 108-409 Keller TX 76248	

**COVERAGES** **CERTIFICATE NUMBER: 268412** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	PLH04GL00000696	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG PARTICIPANT LEGAL LIAB \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY		PLH04GL00000696	1/1/2026	1/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Participant Accident Medical		PHSA-BAMH-10074-25	1/1/2026	1/1/2027	PER INJURY LIMIT \$ 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Sexual Abuse and Molestation Limits: \$1,000,000 per occurrence / \$2,000,000 aggregate. Certificate Holder is automatically named as an additional insured when required by direct written contract. This insured includes the tournament host as part of the named insured for the dates of the tournament only. This certificate is issued on behalf of: Five Tool, LLC  
 GLOBL Strongsville Memorial Day Weeeknd Tournament - 5/23/2026 - 5/25/2026

**CERTIFICATE HOLDER****CANCELLATION**

City of Strongsville  18100 Royalton Rd Strongsville OH 44136	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Don Pullen</i>
--	--

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – WHERE REQUIRED UNDER  
CONTRACT OR AGREEMENT  
(PRIMARY AND NON-CONTRIBUTORY WHERE  
REQUIRED UNDER CONTRACT)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SECTION II – WHO IS AN INSURED** is amended to include any person or organization to whom you become obligated to include as an additional insured under this policy, as a result of any written contract or written agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy and is fully executed prior to an "occurrence", but only with respect to liability arising out of your operations or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy; or
- b. The coverage and/or limits required by said contract or agreement.

Coverage afforded to these additional insured parties will be primary to, and non-contributory with, any other insurance available to that person or organization where required of you by written contract or written agreement.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 035

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NON-EXCLUSIVE RENTAL/OCCUPANCY AGREEMENT WITH THE GREATER CLEVELAND SENIORS SOFTBALL ON A LIMITED BASIS FOR 2026, FOR THE USE OF VARIOUS BASEBALL FIELDS IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville provides various City parks that offer baseball fields and facilities for the enjoyment and benefit of residents and guests; and

WHEREAS, the Greater Cleveland Seniors Softball (GCSS), is an organization that offers a softball program for senior men in the area; and further which views its mission to provide softball players ages 55 and up the enjoyment of competitive softball; and

WHEREAS, GCSS again desires to occupy and use the City baseball fields to stage and conduct a softball league on Tuesdays and Thursdays, April 28, 2026 through November 30, 2026, on a limited and non-exclusive basis; and

WHEREAS, the City welcomes this effort to continue to provide the seniors in the area a safe and rewarding softball experience; and

WHEREAS, the parties, therefore, now desire to enter into a limited non-exclusive Rental/Occupancy Agreement for 2026 to be authorized in accordance with Strongsville Codified Ordinance 264.02.

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

**Section 1.** That this Council finds and determines that the baseball field facilities owned by the City of Strongsville at various locations throughout the City, are not needed entirely for municipal public use; and authorizes and directs the Mayor to enter into a non-exclusive Rental/Occupancy Agreement with the Greater Cleveland Seniors Softball for 2026, and upon the other terms and conditions set forth in the Rental/Occupancy Agreement, attached hereto and designated Exhibit 1, which is approved in all respects.

**Section 2.** That to the extent any funds will be required for the implementation of this Ordinance, such will be paid from the Multi-Purpose Complex 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 immediately necessary for the preservation of the public peace, health, safety and welfare of the

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2026 – 035  
PAGE 2

City, and in order to provide for the use of City lands by an organization, for recreational purposes for the benefit of the community, and to conserve City 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.

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

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

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

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

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

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

Ord. No. 2026-035 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

## RENTAL/OCCUPANCY AGREEMENT

THIS RENTAL/OCCUPANCY AGREEMENT is made effective the \_\_\_\_ day of \_\_\_\_\_, 2026, by and between THE CITY OF STRONGSVILLE, OHIO, a municipal corporation organized and existing pursuant to law and located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter "City") and GREATER CLEVELAND SENIORS SOFTBALL, and located at 18230 River Valley Blvd., North Royalton, Ohio 44133 (hereinafter called "GCSS" or "Tenant").

### W I T N E S S E T H:

WHEREAS, the Greater Cleveland Seniors Softball, is an organization that offers a softball program for senior men in the area; and further which views its mission to provide for the enjoyment of senior softball players ages 55 and up through competitive softball; and

WHEREAS, GCSS again desires to occupy and use the City baseball fields to stage and conduct a softball league on Tuesdays and Thursdays, April 28, 2026 through November 30, 2026, on a limited and non-exclusive basis; and

WHEREAS, the City welcomes this effort to continue to provide the seniors in the area a safe and rewarding softball experience.

NOW, THEREFORE, the parties, in consideration of the above, and the following agreements, covenants and representations, agree that:

### 1. DESCRIPTION AND RENTAL OF PREMISES

The City hereby rents to Tenant for limited occupancy, and Tenant hereby rents from City, certain premises set forth and listed in Exhibit A, which is made a part hereof, situated in the City of Strongsville, County of Cuyahoga, and State of Ohio and commonly known as the "City of Strongsville Fields" (hereinafter the "Premises").

### 2. TERM

#### 2.1 Term

The term of this Rental/Occupancy shall end at midnight on November 30, 2026.

#### 2.2 Termination

Tenant hereby acknowledges that the City may, at any time, and without cause, terminate this Agreement upon fourteen (14) days written notice. The City will make every good faith effort to apprise Tenant of its intentions at the earliest possible date, but reserves the right to terminate this Agreement within its sole discretion.

### 3. RENT

#### 3.1 Basic Rent

Tenant agrees to pay to the City as rental for the term of this Rental/Occupancy, an amount to be determined by the Director of Recreation, payable to the City of Strongsville, based on the following costs and fees:

- (a) Field Fee – Fifty-Five Dollars (\$55.00) per field, per day, for each field used by Tenant during the term of Tenant's occupancy.
- (b) Field Drying Agent – Fifteen Dollars (\$15.00) for each bag of drying agent used during the term of Tenant's occupancy.

**3.2** The City shall send a bill to Tenant after the term of this Agreement has expired setting forth the total amount owed for said rental, based on the fees provided herein.

**3.3 Method of Payment**

The Rent payment shall be made payable to the City of Strongsville within fourteen (14) days of the date of billing, and shall be sent to the City of Strongsville, 18100 Royalton Road, Strongsville, Ohio 44136, Attention: Recreation Department, unless the City shall direct otherwise by notice to Tenant.

**4. POSSESSION**

Tenant may enter into possession and occupancy of the Premises on the commencement date of the Term.

**5. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE**

**5.1 Condition of Premises at Commencement of Term**

Tenant has examined the Premises, knows their condition and accepts the Premises in their present condition. Tenant acknowledges that the City has made no representations to Tenant as to the condition of the Premises prior to or at the execution of this Agreement, and has promised no repairs or alterations thereto.

**5.2 Repairs and Maintenance**

(a) The City shall have sole responsibility, but within its sole discretion, to repair and maintain the Premises, including but not limited to lining and reasonable maintenance of the baseball game field, plus all driveways, sidewalks, parking areas or other paved areas servicing the Premises. City shall also, at its sole expense, keep all walks, driveways, sidewalks, parking areas or other paved areas servicing the Premises free of excessive snow, ice, water, rubbish and dirt and other natural or artificial accumulations.

(b) City shall perform such repairs and maintenance thereon as may be reasonably necessary within its sole discretion to maintain such areas in a clean, safe, serviceable and sound condition, and to comply with the laws, ordinances and regulations of all authorities which have jurisdiction over the Premises.

**5.3 Condition of Premises at Termination of Agreement**

Upon the expiration or other termination of this Agreement, Tenant shall remove its goods and effects and those of all persons claiming under it from the Premises, and shall deliver and yield the Premises to the City in as good repair and condition as the Premises were at the commencement of the term of this Agreement, reasonable wear and tear excepted.

**6. UTILITIES**

The City shall pay all charges for the use of sewers, water, light, fuel or other utilities relating to the Premises, if any, except that Tenant shall be responsible to pay for the illumination of any baseball field, as set forth in Section 3.1(d) of this Agreement.

**7. INSURANCE AND INDEMNIFICATION**

**7.1 Public Liability Insurance**

Tenant shall obtain, at its expense, effective as of the commencement of its right to occupy the Premises, and will maintain so long as Tenant continues to occupy or rent any part of the Premises, complete comprehensive, general liability insurance, under which the City will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to the City, in the sum of One Million Dollars (\$1,000,000.00) in the event of injury to one person or damage to property and Two Million

Dollars (\$2,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. Said policy or policies, or a copy or copies thereof, or a certificate or certificates thereof, will be deposited with the City together with evidence of payment of the premiums thereon, within thirty (30) days after their issuance.

## **7.2 Indemnification**

Tenant will defend, indemnify, and hold harmless the City, its agents, employees and individual board and Council members from any and all claims, liabilities, demands, costs, expenses, damage or loss to persons (including loss of life) or property which may arise from the use of the Premises or from the conduct or management of or from anything done in or about the Premises by or on behalf of Tenant or any employee, agent, invitee, or licensee of Tenant, together with all costs, expenses and attorneys' fees incurred by the City in connection with any such claim, demand, or legal proceeding arising therefrom and brought against the City. The foregoing will also include, but not be limited to, any such damage or loss caused by Tenant itself or its officers, agents, representatives, guests or invitees.

## **8. USE**

### **8.1 General**

(a) Tenant's times and schedule of specific use shall be on a non-exclusive basis and specifically designated by the City through its Director of Recreation & Senior Services; provided, however, that scheduling of games shall be afforded to the Tenant in order to attempt to accommodate the Tenant's needs over any other potential users or occupiers. The foregoing is subject, however, to City Recreation Department programs which will always take precedence with regard to scheduling; and also to the fact that the City's Recreation Department reserves the right to alter, modify, supplement, amend and revise schedules, rules and regulations within its sole discretion.

(b) Tenant shall occupy and use the Premises for recreational purposes only and for no other purpose, and in a careful, safe and proper manner, and shall not commit or suffer any waste therein. Tenant shall not occupy or use the Premises for any unlawful purpose, in violation of any lawful covenant or condition of record restricting the use of the Premises, or in any way that would increase or cause foreseeable harm or injury to others. In its occupation and use of the Premises, Tenant shall comply with all laws, ordinances, rules, regulations, requirements and orders of all governmental authorities having jurisdiction over the Premises.

(c) If any such authority notifies the City of a violation of any such law, ordinance or regulations, the City shall notify Tenant thereof, and Tenant shall have ten (10) days following such notice to correct such violations. Failure by Tenant so to act within such ten (10) day period shall constitute a default for the purpose of this Agreement.

(d) All excise taxes, license fees and charges for permits which may arise from the use or operation of the Premises or the conduct of any business thereon shall be payable by Tenant, and Tenant shall save the City harmless from all liability therefor.

### **8.2 Alterations and Improvements**

(a) Tenant shall not be permitted under any circumstances to make alterations or improvements to the Premises.

(b) The City may make such alterations and additions affecting the Premises as it might desire, provided that the same shall not materially impair Tenant's use of the Premises consistent with this Agreement.

## **9. DEFAULT**

### **9.1 Events Constituting Default**

For the purpose of this Agreement, "default" shall mean any of the following events: (a) abandonment of the Premises by Tenant, or (b) failure by Tenant to pay any installment of rent or other money or obligations within ten (10) days after the City shall have given Tenant written notice that such rent or other obligation is past due, or (c) failure by Tenant to perform or observe any other covenant or agreement under this Agreement, which failure shall continue uncured for a period of thirty (30) days after delivery to Tenant of written notice thereof, or (d) Tenant's permitting the Premises to be vacant or unoccupied for more than thirty (30) consecutive days.

### **9.2 Effect of Default**

In the event of default, the City may at its option (a) terminate this Agreement, or, without terminating this Agreement, terminate Tenant's right to possession of the Premises under this Agreement, (b) re-enter the Premises with or without process of law, using such force as may be necessary and remove all persons and chattels therefrom and the City shall not be liable for damages or otherwise by reason of such re-entry, (c) cure any default relating to the condition of the Premises and obtain reimbursement of expenses therefor from Tenant, or (d) employ any other remedy provided by law. The foregoing remedies may be exercised individually or cumulatively at the option of the City, and the exercise of any one shall not be deemed a waiver of the City's right to exercise one or more additional remedies. Except as provided in this Agreement, Tenant waives the necessity of demand for rent and any other demand or notice that may now or thereafter be required by any statute, regulation or decision for the maintenance by City of any action in forcible entry and detainer. The commencement of such an action by the City shall for the purpose of this Agreement be equivalent to the City's exercise of its right to re-enter the Premises.

### **9.3 Waiver or Default**

No waiver of any condition or covenant of this Agreement by the City or Tenant shall be construed as constituting a waiver of any subsequent breach of any such condition or covenant, or as justification or authorization for the breach or any other covenant or condition of this Agreement; nor shall the acceptance of rent by the City at a time when Tenant is in default under any covenant or condition of this Agreement be construed as a waiver of such default or any of the City's rights, including, but not limited to, the right to terminate this Agreement on account of such default or as an estoppel against the City, or be construed as an amendment to this Agreement or as a waiver by the City of any other right created herein or by law in favor of the City and against Tenant on account of such default.

## **10. MECHANICS' LIENS**

The Tenant shall not permit any mechanics', laborers', materialmens' or other liens to stand against the Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with the work of any character performed or claimed to have been performed on, or pertaining to the Premises solely for Tenant or under Tenant's control, whether such work was performed or materials furnished prior to or subsequent to the commencement of the term of this Agreement. If any such lien shall be filed or shall attach, the Tenant shall promptly either pay the same or procure the discharge thereof by giving security or in such other manner as is required or permitted by law. If Tenant fails to do so within thirty (30) days after receiving written notice from the City, the City may procure the discharge of such lien, by payment or otherwise, and may recover all costs and expenses of so doing from Tenant. Moreover, Tenant shall defend, indemnify and hold harmless the City from and against all claims, demands and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery, material and fuel, and shall directly pay or reimburse the City for all costs and

expenses thereof, including, but not limited to, attorneys' fees (to the extent permitted by law), bond premiums and court costs.

## **11. QUIET ENJOYMENT**

Upon Tenant's paying the rent, and performing and observing the agreements and conditions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises during the term of this Rental/Occupancy Agreement on a non-exclusive basis and subject to the City's scheduling of its use, but otherwise without interference by the City or anyone claiming by, through or under the City. However, the City shall not be liable for any damage or interference with use occasioned by or from (a) any gas, water or other pipes bursting or leaking, or (b) water, snow or ice on the Premises.

## **12. RIGHT OF ENTRY**

The City, its agents and employees shall have the right, at all reasonable times during the term of this Rental/Occupancy, to enter the Premises to view and inspect the same and to perform any work therein which may be required or permitted of the City hereunder; provided, however, that the City, its agents and employees shall in exercising such right not unreasonably interfere with Tenant's use of the Premises. The City also shall have the right to use or arrange for use of the Premises by others when it is not in use by Tenant.

## **13. ASSIGNMENT, SUBLEASE AND CHANGE OF ORGANIZATION**

### **13.1 Assignment and Sublease**

Tenant shall not assign this Rental/Occupancy or any of its benefits or burdens under this Agreement, or sublet all or any part of the Premises, or permit all or any part of the Premises to be used or occupied by others unless Tenant first obtains the City's prior written consent, which the City may, in its discretion, withhold for any reason or none at all.

### **13.2 Change of Organization of Tenant**

Tenant shall not terminate its existence, change its form of organization or permit the change of identity of its principal officers or the transfer of all, or substantially all of its assets without first having obtained the City's written consent. The City shall not unreasonably withhold such consent, and shall be deemed to consent to any change in officer status or otherwise resulting from the death or long-term disability of any officer or trustee of Tenant.

## **14. NOTICES**

All notices to the City shall be sent to:

The City of Strongsville  
18100 Royalton Road  
Strongsville, Ohio 44136  
Attention: Bryan V. Bogre, Director  
of Recreation & Senior Services  
*(With a copy to the Law Director)*

All notices to the Tenant shall be sent to:

Greater Cleveland Seniors Softball  
c/o Wayne Repko  
18230 River Valley Blvd.  
North Royalton, Ohio 44133

Either party may at any time change the address to which notice shall be sent by advising the other party in writing of such a change. Notice shall be deemed given if sent by certified mail, postage prepaid, return receipt requested, and any such notice shall be deemed given when mailed as provided in this Section.

**15. PARTIES BOUND AND BENEFITED**

This Agreement shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Tenant" in this Agreement shall be construed to include the corporations and/or entities named herein as City and Tenant, respectively, and their respective successors and permitted assigns. This Section shall not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, subleasing, permission to occupy or similar acts contained elsewhere in this Agreement.

**16. RELATIONSHIP OF THE PARTIES**

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, or any relationship between the parties hereto other than that of City and Tenant.

**17. ONLY AGREEMENT**

This instrument contains the entire and only agreement between the parties, and neither party has made any representations or warranties other than those contained herein. It shall not be modified in any way except by a writing signed by both parties and approved in accordance with law.

**18. CAPTIONS**

The captions utilized as headings for the various articles and sections of this Agreement are used only as a matter of convenience for reference, and are not to be considered a part of this Agreement nor to be used in determining the intent of the parties to this Agreement.

**19. GOVERNING LAW**

The validity and construction of this Agreement shall be governed by the law of the State of Ohio, where the Premises are located.

**20. COUNTERPARTS**

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

**IN WITNESS WHEREOF**, the City and Tenant have caused this Rental/Occupancy Agreement to be executed by their duly authorized officers on the dates written below.

Witnesses:  
\_\_\_\_\_  
\_\_\_\_\_

**CITY OF STRONGSVILLE**  
By: \_\_\_\_\_  
Thomas P. Perciak  
Its: \_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_  
Approved for form:  
By: \_\_\_\_\_  
Law Director

**GREATER CLEVELAND SENIORS  
SOFTBALL**

By: Wayne Repko  
Wayne Repko

Its: SECRETARY

Date: 3/26/26

STATE OF OHIO )  
 ) ss.  
COUNTY OF CUYAHOGA )

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this \_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
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 **GREATER CLEVELAND SENIORS SOFTBALL**, by Wayne Repko, its Secretary, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed, and the free and voluntary act and deed of said organization.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 26th day of March, 2026.

Nancy M. Sikorski  
Notary Public



NANCY M SIKORSKI  
NOTARY PUBLIC - OHIO  
MY COMMISSION EXPIRES 03-14-29

# **EXHIBIT A**

## **City of Strongsville Fields**

### **VOLUNTEER PARK – 21410 Lunn Road**

1. Farnsworth Field
2. Cappy Field



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commercial Risk Insurance LLC 11351 Pearl Rd Ste 201 Strongsville, OH 44136	CONTACT NAME: John Durkay	FAX (A/C, No): 440-372-5843
	PHONE (A/C, No, Ext): 440-372-5803	E-MAIL ADDRESS: info@commercial-risk.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Scottsdale Insurance Company		10672
INSURED Greater Cleveland Seniors Softball 1000 Ashford Court Medina, OH 44256	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER:


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPH7214029	02/10/2026	02/10/2027	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Abuse Coverage			CPH7214029	02/10/2026	02/10/2027	each claim aggregate	25,000 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Certificate Holder is Additional Insured

**CERTIFICATE HOLDER****CANCELLATION**

City of Strongsville Parks & Recreation Dept 18100 Royalton Rd Strongsville, OH 44136	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2026 – 036

By: Mayor Perciak and All Members of Council

**A RESOLUTION CONSENTING TO THE TERMS OF EACH OF THE SIX (6) REMNANT DEFENDANTS' SETTLEMENTS IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE MAYOR TO EXECUTE A COMBINED SUBDIVISION PARTICIPATION AND RELEASE FORM FOR THE SIX (6) REMNANT DEFENDANTS' SETTLEMENTS, AND DECLARING AN EMERGENCY.**

WHEREAS, by and through Ordinance No. 2018-033, this Council authorized the Mayor and Law Director to enter into a Special Counsel Agreement for professional legal services related to opioid litigation; and

WHEREAS, by and through Resolution No. 2018-139, Council declared the opioid epidemic and its resulting effects to be a public nuisance in the City of Strongsville, Ohio; and

WHEREAS, further, by and through previous Resolutions, the Council consented to the terms of settlements with various pharmaceutical companies through the City's participation in the State of Ohio OneOhio Memorandum of Understanding; and

WHEREAS, however, at this time, the City's Special Legal Counsel has finalized terms of separate settlements with Associated Pharmacies, Inc. (and American Associated Pharmacies), J M Smith Corporation, Morris and Dickson Co., L.L.C., Louisiana Wholesale Drug Company, Inc., North Carolina Mutual Wholesale Drug Company, Inc., and United Natural Foods, Inc. (and SuperValu), collectively known as "the Six (6) Remnant Defendants"; and

WHEREAS, this Council wishes to agree to the terms of the Six (6) Remnant Defendants' Settlements pertaining to Governmental Entities, in order that the City will be entitled to the benefits provided therein, including monetary payments.

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 consents to the terms of each of the Six (6) Remnant Defendants' Settlements, as stated above, pertaining to Governmental Entities on behalf of the City of Strongsville.

**Section 2.** That this Council hereby authorizes the Mayor to execute the *Combined Subdivision Participation and Release Form* on behalf of the City of Strongsville, which is attached hereto as Exhibit "1" and incorporated herein.

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

**CITY OF STRONGSVILLE, OHIO**  
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**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 consent to the City's participation in the proposed Six (6) Remnant Defendants' Settlements, in order to protect the City's interests to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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

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

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

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

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

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

Ord. No. 2026-036 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 G**

**Six (6) Remnant Defendants’  
Combined Subdivision Participation and Release Form  
 (“Combined Participation Form”)**

Governmental Entity:	City of Strongsville	State:	OH
Authorized Official:	Thomas P. Perciak, Mayor		
Address 1:	16099 Foltz Parkway		
Address 2:			
City, State, Zip:	Strongsville, OH 44149		
Phone:	440-580-3145		
Email:	strongsville.law@strongsville.org		

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the six (6) Remnant Defendants’ Settlement Agreement (“RDSA”), dated February 23, 2026, and described further in Paragraph 1, and acting through the undersigned authorized official, hereby elects to participate in the RDSA, release all Released Claims against all Released Entities, and agrees as follows:

1. The Governmental Entity hereby elects to participate in the RDSA as a Participating Subdivision with each of the following six (6) Remnant Defendants that are parties to the RDSA: (1) Associated Pharmacies, Inc. (and American Associated Pharmacies), (2) J M Smith Corporation, (3) Morris and Dickson Co., L.L.C., (4) Louisiana Wholesale Drug Company, Inc., (5) North Carolina Mutual Wholesale Drug Company, Inc., and (6) United Natural Foods, Inc. (and SuperValu).
2. The Governmental Entity is aware of and has reviewed the RDSA, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in the RDSA, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in the RDSA and become a Participating Subdivision as provided in the RDSAs.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in the RDSA. With respect to any Released Claims pending in *In Re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of six (6) Remnant Defendants listed in Paragraph 1 above substantially in the form found at <https://nationalopiodsettlement.com/additional-settlements/>.
4. The Governmental Entity agrees to the terms of each of the RDSA pertaining to Participating Subdivisions as defined therein.

5. By agreeing to the terms of the RDSA settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the RDSA solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the MDL Court and agrees to follow the process for resolving any disputes described in the RDSA.
8. The Governmental Entity has the right to enforce the RDSA as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes of the RDSA, including without limitation all provisions related to release of any claims, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in the RDSA in any forum whatsoever. The release provided for in the RDSA is intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in the RDSA the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The RDSA shall be a complete bar to any Released Claim against the Released Entities.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the RDSA.
11. In connection with the releases provided in the RDSA, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in the RDSA, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the RDSA.

12. The Governmental Entity understands and acknowledges that nothing herein is intended to modify in any way the terms of any of the RDSA, to which Governmental Entity hereby agrees. To the extent this Combined Participation Form is interpreted differently from the RDSA in any respect, the RDSA controls.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: Thomas P. Perciak

Title: Mayor, City of Strongsville, Ohio

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