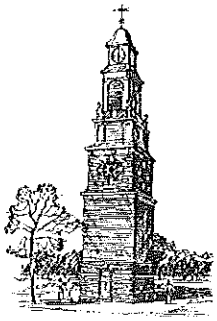


City of Strongsville

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

City Council

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

April 16, 2026

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, *April 20, 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, 2026-037 and 2026-038.

Public Service & Conservation Committee will meet to discuss Ordinance Nos. 2026-039 and 2026-040.

Recreation & Community Services Committee will meet to discuss Ordinance No. 2026-041.

Building & Utilities Committee

Motion to approve the Committee meeting minutes of April 6, 2026.

Committee of the Whole will meet to discuss Ordinance Nos. 2026-025 and 2026-042.

7:30 P.M. **Regular Council Meeting**

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

BY ORDER OF THE COUNCIL:
Aimee Pientka, MMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 20, 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 – April 6, 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. 2026-025 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW LEASE AGREEMENT WITH THE BOARD OF TRUSTEES OF THE CUYAHOGA COUNTY PUBLIC LIBRARY, AND DECLARING AN EMERGENCY. *First reading 03-16-26.*

- 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. *First reading and referred to the Planning Commission 04-06-26. Favorable recommendation by the Planning Commission 04-09-26.*

- 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. *First reading 04-06-26 and referred to the Planning Commission 04-06-26. Favorable recommendation by the Planning Commission 04-09-26.*

- Ordinance No. 2026-037 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 1252.16 PROJECTIONS INTO YARDS OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING ACCESSORY BUILDINGS AND UNENCLOSED STRUCTURE OVERHANGS IN RESIDENTIAL DISTRICTS, AND DECLARING AN EMERGENCY.

- Ordinance No. 2026-038 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH A FIRM OF PROFESSIONAL ENGINEERS TO PROVIDE ENGINEERING AND CONSULTING SERVICES IN CONNECTION WITH THE SIDEWALK COMPREHENSIVE PLAN PROJECT, AND DECLARING AN EMERGENCY.

- Ordinance No. 2026-039 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF GENERAL PAVEMENT SERVICES FOR 2026 FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

- Ordinance No. 2026-040 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING, AUTHORIZING AND APPROVING PARTICIPATION IN THE OHIO IDEPARTMENT OF TRANSPORTATION ANNUAL SALT CONTRACT (018-27) FOR THE PURCHASE OF ROAD SALT FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE DURING THE 2026-2027 SEASON; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

- Ordinance No. 2026-041 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF PARKS, RECREATION & SENIOR SERVICES TO MAKE APPLICATION ON BEHALF OF THE CITY OF STRONGSVILLE FOR FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS UNDER THE 2026 CUYAHOGA COUNTY SPECIAL MUNICIPAL GRANT PROGRAM, IN CONNECTION WITH VARIOUS UPGRADES TO THE WALTER F. EHRNFELT SENIOR CENTER; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

- Ordinance No. 2026-042 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND ADOPTING THE APRIL, 2026 REPLACEMENT PAGES TO THE CODIFIED ORDINANCES OF THE CITY, REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- *Application for Permit*: ***TRFO – C-1, C-2*** *To: Jade Stone, LLC ; 16717 Royalton Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 04/30//2026).*

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 025

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW LEASE AGREEMENT WITH THE BOARD OF TRUSTEES OF THE CUYAHOGA COUNTY PUBLIC LIBRARY, AND CORRESPONDING MEMORANDUM OF UNDERSTANDING, AND DECLARING AN EMERGENCY, *AS AMENDED*.

WHEREAS, by and through Ordinance No. 2003-173, the Council authorized the Mayor to enter into a Lease Agreement with the Board of Trustees of the Cuyahoga County Public Library; and

WHEREAS, pursuant to such existing Lease Agreement between the City and the Trustees dated September 14, 2003 (the "Original Lease"), the Trustees have operated, as a free public library, a branch of the Cuyahoga County Public Library (the "Strongsville Branch") in a facility located at 18700 Westwood Drive, Strongsville, Ohio 44136 (the "Facility"); and

WHEREAS, the Trustees have elected to perform certain renovations, upgrades and improvements to the Facility and to purchase and install certain furniture, fixtures, and equipment within the Facility (collectively, the "Renovations"), with such Renovations anticipated to be performed shortly after the execution of a new Lease Agreement; and

WHEREAS, as a condition precedent to the Trustees performing such Renovations, the Trustees have requested, and the City has agreed, to enter into a new Lease Agreement, and to terminate the existing Original Lease.

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

Section 1. That the Mayor be and is hereby authorized to enter into a new Lease Agreement with the Board of Trustees of the Cuyahoga County Public Library, and corresponding Memorandum of Understanding, for the continued lease of the Strongsville Branch facility located at 18700 Westwood Drive, Strongsville, Ohio, for a term of ten (10) years from the effective date of the new Lease Agreement, and shall automatically renew thereafter for up to four (4) additional five (5) year terms unless notice of termination by either party is given pursuant to the terms and conditions stated in the new Lease Agreement. Said new Lease Agreement, and corresponding Memorandum of Understanding, shall be substantially in the forms attached hereto as Exhibits "1" and "2" respectively, subject to approval of the Law Director; and ~~is~~are, in all respects, hereby approved.

Section 2. That the existing Original Lease Agreement dated September 14, 2003 between the City of Strongsville and the Board of Trustees of the Cuyahoga County Public Library is hereby terminated upon execution of the new Lease Agreement.

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 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 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into a new Lease Agreement and Memorandum of Understanding in order to assist the Board of Trustees of the Cuyahoga County Public Library in carrying out its duties, and to provide for library services for the City's residents and the general public. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

_____
President of Council

Date Passed:_____

Approved:_____
Mayor

Date Approved:_____

Attest:_____
Clerk of Council

	Yea	Nay
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Ord. No. 2026-025 Amended:_____
1st Rdg. 03-16-26 Ref:_____
2nd Rdg._____ Ref:_____
3rd Rdg._____ Ref:_____

Public Hrg._____ Ref:_____
Adopted:_____ Defeated:_____

LEASE AGREEMENT BETWEEN
the
CITY OF STRONGSVILLE
and the
BOARD OF TRUSTEES OF THE
CUYAHOGA COUNTY PUBLIC LIBRARY

This LEASE AGREEMENT ("Lease Agreement") is made as of _____, 2026 (the "Effective Date"), between the City of Strongsville (the "City"), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its City Charter, as lessor, and the Board of Trustees of the Cuyahoga County Public Library (the "Trustees"), a county library organized and existing under Chapter 3375 of the Revised Code, as lessee, pursuant to Ordinance No. _____, duly passed by the City Council on _____, 2026, and a resolution duly adopted by the Trustees on _____, 2026, copies of which are attached hereto as **Exhibit B** and **Exhibit C**, respectively. As required by the context herein, and as permitted by law, reference to the "City" and to the "Trustees" shall also include their respective officials, agents and employees.

WITNESSETH

WHEREAS, pursuant to an existing Lease between the City and the Trustees dated September 14, 2003 (collectively, the "Original Lease"), the Trustees have operated, as a free public library, a branch of the Cuyahoga County Public Library (the "Strongsville Branch") in a facility located at 18700 Westwood Dr., Strongsville, Ohio 44136 (the "Facility"); and

WHEREAS, the Trustees have elected to perform certain renovations, upgrades and improvements to the Facility and to purchase and install certain furniture, fixtures, and equipment within the Facility (collectively, the "Renovations"), with such Renovations anticipated to be performed shortly after the date of this Lease; and

WHEREAS, as a condition precedent to the Trustees performing such Renovations, the Trustees have requested, and the City has agreed, to enter into this Lease Agreement, and to terminate the Original Lease.

NOW, THEREFORE, in consideration of these presents and the mutual promises and undertakings herein contained, and for other good, sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Lease Agreement do hereby covenant and agree as follows:

SECTION 1. THE LEASED PROPERTY.

The City, for and in consideration of the covenants and agreements hereinafter set forth on the part of the Trustees to be kept and performed, does hereby demise and lease unto the Trustees, and the Trustees do hereby take and lease from the City, upon and subject to the conditions hereinafter expressed, any and all right, title and interest of the City in and to (i) the Site, being the real property described in **Exhibit A** attached hereto, which is made a part of this Lease Agreement, including all driveways, parking areas, sidewalks and landscaped areas

comprising the Site, (ii) the Facility, and (iii) any and all additions, replacements, alterations and other improvements to the Facility and/or the Site from time to time (collectively, the "Leased Property").

Notwithstanding anything to the contrary in this Section 1 or elsewhere in this Lease Agreement, the parties acknowledge that the Leased Property is part of the City's overall municipal complex and the City herein reserves the non-exclusive right to maintain and utilize, in conjunction with the Trustees, the roadway and parking areas located on the Leased Property as part of the City's municipal complex. Likewise, the City herein grants to the Trustees the non-exclusive right to utilize, in conjunction with the City, the abutting City-owned roadway accessing the Leased Property and the City-owned parking areas abutting the Leased Property. The City does agree to designate an agreed upon parking area of approximately 135 spaces to be principally utilized for library parking and to be maintained by the Library.

SECTION 2. COMMENCEMENT AND TERM.

The City and the Trustees hereby agree that notwithstanding the date of execution and delivery of this Lease Agreement, the date of commencement of the term hereof, on and after which date all rights and obligations of the City and the Trustees with respect to the Leased Property shall be determined in accordance with the terms of this Lease Agreement, shall be the Effective Date. The term of this Lease Agreement shall be ten (10) years from the Effective Date; provided that this Lease Agreement shall automatically renew thereafter for up to four (4) additional five (5)-year terms unless one party gives to the other party notice of termination not later than twenty-four (24) months prior to then-scheduled expiration date. After the expiration of the original ten (10)-year term, and during any renewal term, this Lease Agreement may be terminated without cause or penalty by either party upon written notice to the other party specifying the termination date, which date shall be not less than one (1) year and not more than two (2) years later than the date of such notice. The provisions of this Section shall not affect any rights to terminate provided in Section 19.

SECTION 3. RENT.

For such period as the Trustees have possession of the Leased Property and during the continuance of this Lease Agreement, the rental fee to be paid by the Trustees to the City shall be the operation of a free public library under Rules and Regulations promulgated generally by the Trustees for libraries within its jurisdiction (the "Rules and Regulations"). The entire cost of such library operation, including staff payroll, purchase of library materials, payment of utilities and taxes, and other costs shall be borne by the Trustees, and the City shall not have any obligation, at law or in equity, to underwrite, absorb or in any other way pay for the operation of the Leased Property as a free public library. It is the purpose and intent of the City and the Trustees that, as between the City and the Trustees, all costs, expenses, liabilities and obligations that may arise or become due during the term hereof with respect to the interests in the Leased Property that are leased and assigned by the City to the Trustees hereunder, whether ordinary or extraordinary, foreseen or unforeseen, including any and all federal, state and local income or other taxes on or measured by the rentals paid to the City, shall be paid by the Trustees, except any costs specifically imposed upon the City hereunder.

The Trustees, as tenants in possession, shall be responsible for any charge, claim, or demand arising out of the operation of the Leased Property by the Trustees.

SECTION 4. USE.

During the term of this Lease Agreement, the Trustees shall have the exclusive right to use the Leased Property as a free public library, except as specifically set out to the contrary in other sections of this Lease Agreement. The Leased Property shall be open to free use by residents of the City of Strongsville and Cuyahoga County, subject to the Rules and Regulations of the Trustees, including penalty charges for late return of circulating books and other library materials, and the Leased Property shall be occupied by the Trustees solely for the operation of a free public library in accordance with the Rules and Regulations of the Trustees, the terms of this Lease Agreement, and in compliance with all laws.

The Trustees shall stock the Facility with appropriate volumes of books and other library materials consistent with the stock of library facilities of comparable size within Cuyahoga County.

The Trustees shall staff and operate the Leased Property on a basis comparable with its branch library operations elsewhere in Cuyahoga County, due consideration being given to the financial circumstances of the Trustees, the population of the area served by the Leased Property, and the requirements of the patrons of the Leased Property.

The Trustees shall keep the Facility open to the public during those time periods provided in the Trustee's Rules and Regulations, which time periods shall be reasonable given the number and type of users of the Facility and the financial restraints of the Trustees.

SECTION 5. FURNITURE, FURNISHINGS AND EQUIPMENT.

The parties acknowledge and agree that no furniture, furnishings, shelving and equipment located at the Leased Property is owned by the City. All new and/or existing library materials, personal property, equipment, furniture, furnishings and shelving located at the Leased Premises or that are acquired by the Trustees in the future are and shall remain the property of the Trustees.

SECTION 6. MODIFICATIONS TO LEASED PROPERTY.

The Trustees shall, in all respects and at their sole expense, maintain the Leased Property in good condition, repair and state of cleanliness, and shall make all repairs and replacements as necessary. Other than the Renovations, which are hereby approved by the City, no structural changes to or of the Leased Property shall be made by the Trustees, and no material portion of the Leased Property shall be removed by the Trustees, except with the prior written consent of the City, which consent shall not be unreasonably withheld. The Trustees shall keep the Leased Property free of any liens, claims or other encumbrances by materialmen, suppliers or other laborers arising out of the use or improvement of the Leased Property by the Trustees.

The City reserves the right to make additions, replacements or other extensions to or for the Leased Property with the consent of the Trustees, which consent shall not be

unreasonably withheld. Any additions, changes, alterations, modifications, replacements or other extensions to or of the Leased Property made during the continuance of this Lease Agreement shall be, and shall remain, the sole and absolute property of the City, and shall be evidenced by a written amendment to this Lease as shall be reasonably agreed to by the parties.

SECTION 7. MEETING ROOMS.

Any meeting room or activity room on the Leased Property shall be made available for use by organizations and the general public under the Rules and Regulations that relate to meeting rooms. The City shall have the right to utilize the meeting rooms or activity rooms on the Leased Property during normal operating hours without charge with the consent of the Trustees, provided that the room has not been previously reserved by another user.

SECTION 8. INFORMATION AND RECORDS.

The Trustees shall at all reasonable times give to the authorized representatives of the City such information relating to the operation and use of the Leased Property as they may reasonably request, and shall permit them to inspect the records of the Trustees relating to those operations except those records which may not be disclosed as a matter of law.

SECTION 9. NAME OF FACILITY.

The library shall in all matters bear the name Strongsville Branch of the Cuyahoga County Public Library, unless changed by mutual agreement of the parties.

SECTION 10. ANNUAL REPORT.

Annually, the Trustees shall give to the City a copy of its standard written annual report of the operations of the library during the preceding calendar year. Upon request of the City, the library shall give to the City:

1. A listing or inventory of all personal property at the library owned by the City at the close of the year.

2. A summary of the stock of the building listing separately the approximate number of books, periodicals, computers, electronic media, and other library materials at the close of the year.

3. The number of both full and part-time staff.

4. The current hours of operation.

5. Such other information as the City may reasonably request and is available to the library.

SECTION 11. CITY-TRUSTEE MEETINGS.

At all reasonable times, and in accordance with the open meeting laws, the representatives of the City and the Library Administrator or another representative designated by the Trustees shall meet at the request of either, to discuss the operations of the library and operations under this Lease Agreement; provided, that the Trustees shall have full and final control of all library operations subject to the provisions of this Lease Agreement and the requirements of the law.

SECTION 12. INSPECTION.

The City, by the Mayor, the Building Commissioner, or any other employee designated in writing by the Mayor, shall have the right to enter the Leased Property during usual business hours for the purpose of inspecting it and the operations therein and thereon, and for the purpose, without releasing the Trustees from any of their obligations under this Lease Agreement or waiving any default, of making repairs which may be necessary by reason of the failure of the Trustees to perform any such act required of them hereunder; provided that (i) the City shall not proceed to make the repairs (A) sooner than the thirtieth day after written notice of the proposed making of the repairs is given by the City to the Trustees unless the repairs are required to be made on an emergency basis in order to preserve or protect persons or property, or (B) so long as the Trustees have commenced and are diligently pursuing the making of the required repairs, and (ii) to the extent practicable, any such work shall be scheduled outside of normal business hours so as to minimize interference with normal library operations. The City shall be reimbursed for the cost of any such repairs in accordance with the provisions of Sections 13 and 20 of this Lease Agreement.

SECTION 13. MAINTENANCE AND LIABILITY.

During the continuance of this Lease Agreement, the Trustees shall maintain the Leased Property in good condition, repair and state of cleanliness, and as between the City and the Trustees, the Trustees shall pay the fees and charges for all utilities provided to the Leased Property, both interior and exterior, including without limitation, all charges for service and for setting and repairing meters, and the Trustees shall arrange for those utilities in the name of the Trustees, including without limitation, telephone, cable, electric, water, sewer and rubbish, garbage and trash removal services. The Trustees shall be solely responsible, and shall pay all costs required, for the maintenance and repair of the grounds of the Leased Property, including without limitation, lawns, plant beds, walks, driveways and parking areas principally designated to be utilized for library parking.

The Trustees shall comply with all laws, orders, regulations, rules and requirements of every kind and nature relating to the maintenance, use and occupation of the Leased Property of any governmental authority having jurisdiction with respect thereto. The Trustees shall pay all cost and expense incidental to such compliance.

As between the City and the Trustees, the Trustees shall be solely responsible, and shall pay all costs required, for the making of all repairs and replacements to the Leased Property as the same become necessary during the term of this Lease Agreement, including without

limitation, repairs to or replacement of the roof of the Facility. The City and the Trustees acknowledge that neither has assumed responsibility for additions to or enlargement of the Leased Property, and that the responsibility for any future addition or enlargement and the cost thereof is subject to the mutual agreement of the City and the Trustees and to be evidenced by an agreement supplemental to this Lease Agreement.

The Trustees covenant and agree that the City shall not be responsible for and is hereby expressly released and discharged from any and all liabilities for any injury or injuries, loss or damage, to any person or property in or about the Leased Property, whether the injury, loss or damage be to the invitees, servants, agents, volunteers, members, trustees, officers or employees of the Trustees or to its property or to the property or person of anyone else; provided, however, that the City shall not be released from liability for damages directly caused by its own negligent or intentional act or omission. Without limiting in any way the generality of the foregoing, the Trustees covenant and agree that the City shall not be responsible for and is hereby expressly released and discharged from any and all liabilities for any and all such injury, loss, or damage occasioned by or arising out of the use and occupancy of the Leased Property by the Trustees; or arising from any act or neglect of the Trustees, its invitees, servants, agents, volunteers, members, officers, employees, or trustees, or any owners or occupants of adjoining or contiguous property; or occasioned by reason of the design, construction, or condition of the Leased Property or any part thereof or for failure to keep the Leased Property or any part thereof in good condition and repair; or caused in any other manner whatsoever; provided, however, that the City shall not be released from liability for damages caused by its own negligent or intentional act or omission.

Nothing in this Agreement shall be construed to waive or limit any defense the City or the Trustees may have by statute or at common law, including, without in any way limiting the generality of the foregoing, the defense of immunity, in actions by third parties.

SECTION 14. USE OF HAZARDOUS MATERIALS PROHIBITED.

The Trustees shall not bring or allow to be brought onto the Leased Property any hazardous or toxic material in violation of any environmental laws. The Trustees shall comply with all environmental laws.

SECTION 15. INSURANCE AND CONDEMNATION.

The Trustees shall procure and maintain, at their sole cost and expense, throughout the term of this Lease Agreement or any renewal or continuation thereof, commercial general liability insurance, with policy endorsements or provisions fully recognizing and protecting the City, its officers and employees, against any and all claims, including all costs and expenses of defending the City, its officers and employees, for personal injury or death or for property damage or loss occurring in, upon or about the Leased Property, with limits of not less than $1,000,000 for personal injury to or death of any one person and $3,000,000 for personal injuries or deaths in connection with any one occurrence and $1,000,000 for property damage or loss from any one occurrence. Such policy or policies shall provide that the insurer shall give the City at least thirty (30) days' written notice prior to cancellation or change of coverage. The City shall be named as an additional insured on such policies. Upon the request in writing by the City, the Trustees shall deposit a copy of the policy, or policies of such insurance, or certificates thereof with the City.

The Trustees shall procure and maintain, at their sole cost and expense, throughout the term of this Lease Agreement and any renewal or continuation thereof, fire and extended coverage insurance on the Facility and its contents in amount sufficient to provide for the full replacement cost of the Facility and its contents. Such policy or policies shall be with a solvent insurance company or companies authorized to issue such policies in the State of Ohio. Said policy or policies shall provide protection against Risks of Direct Physical Loss or Damage. Such policies shall provide that the insurer shall give the City at least thirty (30) days' written notice prior to cancellation or change of coverage. Upon request in writing by the City, the Trustees shall deposit a copy of the policy, or policies of such insurance, or certificates thereof, with the City. Any insurance moneys received by the Trustees under said policies shall be promptly applied to the repair, reconstruction or replacement of the Facility and its contents, and the Trustees shall add to such insurance moneys such amount as may be necessary to complete such repair, reconstruction or replacement.

The proceeds of any condemnation award, or payment in lieu of condemnation, for any part of or interest in the Leased Property shall be applied to pay the cost of restoring the Facility.

SECTION 16. COMPLIANCE WITH LAWS.

The Trustees, during the term of this Lease Agreement and any renewal or continuation thereof, shall comply with all applicable governmental ordinances, regulations and requirements relating to maintenance, operation, use and occupancy of the Leased Property and orders issued pursuant thereto; and will pay the cost and expense incidental to such compliance.

SECTION 17. ASSESSMENTS.

The City agrees to cooperate with the Trustees in applying for any property tax exemptions that may be available for the Leased Property and executing, in its capacity as owner of the Leased Property, such applications and documents as may reasonably be required, for that purpose.

During the term of this Lease Agreement and any renewal or continuation thereof, the Trustees, as between the City and the Trustees, shall pay all regular and special assessments and charges levied against the interests in the Leased Property that are leased by the City to the Trustees hereunder, to the extent that any portion or installment thereof shall become due and payable subsequent to the delivery of that interest in the Leased Property to the Trustees and thereafter during the term of this Lease and any renewal or continuation thereof; provided that in the event of a contest, the Trustees may permit any lien or account, or the amount thereof, so contested to remain unpaid during the period of the contest and any appeal therefrom, if the Trustees deliver to the City an opinion of legal counsel reasonably satisfactory to the City, to the effect that nonpayment of any such item will not affect materially the interests of the City or the Trustees in the Leased Property and will not subject the Leased Property, or any part thereof, to imminent loss or forfeiture. During the period when any lien or account so contested remains unpaid, the Trustees shall set aside on its books adequate reserves with respect thereto. The City shall assume and pay, as between the City and the Trustees, any and all general or special assessments levied against the interest in the Leased Property that is leased by the City to the

Trustees hereunder and that are levied with respect to the Leased Property for any tax year prior to and including the tax year in which the term of this Lease Agreement commences. If and to the extent that those proceeds are either not so available or not permitted by law to be applied thereto, the Trustees shall pay any such general or special assessments.

SECTION 18. ASSIGNMENT AND SUBLEASING.

The Trustees shall not assign this Lease Agreement or any right, title, interest, estate or obligation of the Trustees hereunder, or sublease or assign all or any part of the Leased Property or any interest therein, without the express prior written consent of the City, which consent may be withheld for any reason within the sole discretion of the City; provided, however, that in the event that the Trustees shall consolidate with or transfer all of their assets to another public library board governed by the provisions of the Ohio Revised Code, as amended, then the rights and obligations of the Trustees hereunder shall automatically inure to and become the rights and obligations of the successor public library board without the need for any action by or consent of the City as long as the Leased Property remains open as a free public library.

The City shall not assign this Lease Agreement or any right, title, interest, estate or obligation of the City hereunder, without the express prior written consent of the Trustees, which consent may be withheld for any reason within the sole discretion of the Trustees.

SECTION 19. DEFAULT.

If the Trustees at any time during the term of this Lease Agreement or any renewal or continuation thereof, shall fail to observe or perform any of the Trustees' covenants, agreements or obligations hereunder, and if any such failure shall not be cured within thirty (30) days after the City shall have given written notice to the Trustees specifying such failure; or in the case of a default which cannot with due diligence be cured within a period of thirty (30) days, if the Trustees fail to proceed promptly after the service of such notice and with all due diligence to cure the same and thereafter to prosecute the curing of such default with all due diligence (it being intended that in connection with a default not susceptible of being cured with due diligence within thirty (30) days, that the time of the Trustees within which to cure the same shall be extended for such period as may be reasonably necessary to complete the same with due diligence); or if the Trustees abandon or vacate the Leased Property for ninety (90) days or more without authorization or permitted cause; then in any such event, the City shall have the right to terminate this Lease Agreement and all of the Trustees' rights hereunder, on a date specified in a written notice, which date shall not be fewer than thirty (30) days after the date of the giving of such notice; and on the date specified in such notice, this Lease Agreement and all rights granted to the Trustees hereunder shall come to an end; and the Trustees hereby covenant to peacefully and quietly yield up and surrender the Leased Property to the City, including all structures, buildings and improvements located thereon.

SECTION 20. RIGHT OF CITY TO PAY OR PERFORM.

If the Trustees fail at any time to make any payment or perform any act on their part to be made or performed hereunder (including without limitation, the procurement and maintenance of insurance as provided in Section 15 hereof), then the City may, but shall not be

obligated to, do so without releasing the Trustees from any of their obligations under this Lease Agreement or waiving any default; provided that, the City shall not proceed to make such payment or to perform such act (A) sooner than the thirtieth day after written notice of the proposed payment or performance of the act is given by the City to the Trustees unless the payment or performance is required to be made promptly in order to preserve or protect persons or property, or (B) so long as the Trustees commence any performance required hereunder not later than the thirtieth day after written notice of their default is given to them by the City, and the Trustees are proceeding diligently to cure the default.

All amounts so paid by the City and all costs and expenses in connection with such performance by the City shall be reimbursed to the City by the Trustees on demand, and the City shall have, in addition to any other right or remedy of the City, the same rights and remedies as in the case of failure of the Trustees to observe any of their other covenants as provided in this Section.

SECTION 21. QUIET ENJOYMENT.

The City covenants with the Trustees that, so long as the Trustees shall have performed and observed the covenants and agreements on their part to be performed and observed hereunder, the Trustees shall and may peaceably and quietly have, hold and enjoy the Leased Property during the term of this Lease Agreement without hindrance from the City or any person claiming through the City and shall defend the Trustees' right to such peaceable and quiet enjoyment.

SECTION 22. SURRENDER OF LEASED PROPERTY.

At the expiration of the term of this Lease Agreement or of any renewal or continuation thereof, the Trustees will surrender and deliver up to the City the Leased Property, including all structures, buildings and other improvements thereon, in good repair and condition, subject only to ordinary wear and tear.

SECTION 23. TAX EXCLUSIONS.

The Trustees represent that they have taken or caused to be taken, and covenant that they will take or cause to be taken, any and all actions required of them, alone or in conjunction with the City, for the interest on any obligations issued by the City to pay for construction, furnishing or equipping of the Leased Property to be utilized at the Strongsville Branch to be, and remain, excluded from gross income from the owners thereof for federal income tax purposes. The Trustees further represent that they have not taken or permitted to be taken on their behalf, and covenant that they will not take or permit to be taken on their behalf, any action or actions that would adversely affect such exclusion under the provisions of the Internal Revenue Code of 1986, as amended.

SECTION 24. NOTICES.

Any notice permitted or required hereunder shall be in writing and shall be deemed to have been properly given by mailing such notice by nationally-recognized overnight courier or by registered or certified mail, postage prepaid, addressed to such party as follows:

(a) To the City:
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Mayor

(b) To the Trustees:
Board of Trustees
Cuyahoga County Public Library
2111 Snow Road
Parma, Ohio 44134
Attention: Executive Director and Facilities Director

(c) Or such other address as either party may from time to time designate in writing at least fifteen (15) days in advance of such notice.

SECTION 25. INTERPRETATION.

All terms and words used in this Lease Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Lease Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the applicable number and gender. The headings of sections and paragraphs, if any, to the extent used herein, are used for reference only, and in no way define, limit or describe the scope or intent of any provision hereof.

All references to duly enacted statutes, contained herein, shall also apply to such statutes as they may hereafter be amended, modified or re-enacted. In the event of the repeal of any referenced statute, comparable statutes, if any, shall govern, if possible.

SECTION 26. COUNTERPARTS.

This Lease Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

SECTION 27. RECORDING.

Either party may, at its expense, record a short form memorandum of this Lease Agreement, which shall describe the term and renewal rights and other such pertinent information as such party deems appropriate. However, the failure to record such a short form memorandum shall not affect or impair the validity or effectiveness of this Lease Agreement as between the parties, their successors or permitted assigns.

SECTION 28. MISCELLANEOUS.

(a) This Lease Agreement (including, without limitation, any exhibits and/or attachments) constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Facility, and there are no agreements, conditions and covenants, either oral or written, between them other than as set forth herein. The headings of the articles, sections, and paragraphs contained herein are for convenience only and do not define, limit or construe the contents of such articles, sections, or paragraphs.

(b) No waiver of any agreement, condition or covenant shall be valid unless it is in writing signed by the party to be bound thereby nor shall the waiver of a breach of any agreement, condition or covenant be claimed or pleaded to excuse a future breach of the same agreement, condition or covenant or any other agreement, condition or covenant.

(c) This Lease Agreement shall not be modified or amended, except by express written agreement signed by an authorized representative of each of the City and the Trustees.

(d) If any agreement, condition or covenant of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such agreement, condition or covenant to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each agreement, condition or covenant of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

(Remainder of this page intentionally left blank; signatures and acknowledgments follow)

IN WITNESS WHEREOF, the City has caused this Lease Agreement to be executed by its Mayor, and the Trustees have caused this Lease Agreement to be executed by the President and Secretary of the Board of Trustees of the Cuyahoga County Public Library, as of the date first above written, pursuant to authority duly granted by the Council of the City of Strongsville and the Board of Trustees of the Cuyahoga County Public Library, respectively.

Signed and acknowledged in the presence of:

_____
Printed Name:

_____
Printed Name:

Approved as to form:

_____
Neal M. Jamison, Director of Law
City of Strongsville, Ohio

CITY OF STRONGSVILLE, OHIO,
Lessor

By: _____
Thomas P. Perciak, Mayor

BOARD OF TRUSTEES OF THE CUYAHOGA COUNTY PUBLIC LIBRARY, Lessee

Signed and acknowledged in the presence of:

_____
Printed Name:

_____
Printed Name:

(Witness as to both)

By: _____
Patricia A. Shlonsky, President
Board of Trustees of the Cuyahoga County Public Library

By: _____
William J. Leonard, Secretary
Board of Trustees of the Cuyahoga County Public Library

Approved as to form:

Cuyahoga County Prosecutor's Office

By: _____
Print Name:
Assistant County Prosecutor
Counsel to the Board of Trustees of the Cuyahoga County Public Library

STATE OF OHIO)
) **SS:**
COUNTY OF CUYAHOGA)

On this ___ day of _____, 2026, before me, a Notary Public in and for said County and State, personally appeared Thomas P. Perciak, the Mayor of the City of Strongsville, to me personally known, and acknowledged his signing of the foregoing Lease Agreement, and that the same is his voluntary act and deed on behalf of said City, and the voluntary and corporate act and deed of said City.

_____
Notary Public
My Commission Expires:_____

STATE OF OHIO)
) **SS:**
COUNTY OF CUYAHOGA)

On this ___ day of _____, 2026, before me, a Notary Public in and for said County and State, personally appeared Patricia A. Shlonsky, President of the Board of Trustees of the Cuyahoga Public Library, and William J. Leonard, Secretary of the Board of Trustees of the Cuyahoga Public Library, both to me personally known, and acknowledged their signing of the foregoing Lease Agreement, and that the same is their voluntary act and deed on behalf of said Board of Trustees, and the voluntary and corporate act and deed of said Board of Trustees.

_____
Notary Public
My Commission Expires:_____

EXHIBIT A

Legal Description

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of orginal Strongsville Township Lot No. 55 and being further described as follows:

Being at a point in the original center line of Royalton Road (S.R. 82) distant South 74°15'49" East 459.87 feet from an iron pin monument at its intersection with the easterly line of Strongsville Public Square, said point being the southeasterly corner of land conveyed to the City of Strongsville by deed recorded in Volume 5652, Page 8 of Cuyahoga County Deed Records and the southwesterly corner of land conveyed to the State of Ohio by deed recorded in Volume 94-05521, Page 23 of Cuyahoga County Deed Records.

Thence North 0°51'11" East 49:84 feet, along the easterly line of land so conveyed to the City of Strongsville, to a point in the northerly right-of-way line of said S.R. 82.

Thence continuing North 0°51'11" East along said easterly line of land so conveyed to the City of Strongsville as aforesaid 434.31 feet to a point, said point being the Principal place of beginning of the Parcel here intended to be described.

Thence continuing North 0°51'11" East along said easterly line of land so conveyed to the City of Strongsville as aforesaid a distance of 565.12 feet to a point;

Thence South 89°08'49" East, 286.73 feet to a point.

Thence South 11°14'28" West, 70.80 feet to a point.

Thence North 0°51'11" East, 321.42 feet to a point.

Thence South 04°53'46" East, 74.88 feet to a point.

Thence South 00°51'11" West, 80.50 feet to a point.

Thence South 89°08'49" East, to the easterly line so conveyed to the City of Strongsville as aforesaid 292.00 feet to the principal place of being containing 3.72 acres of land be the same more or less.

EXHIBIT B

Copy of City Ordinance

(See attached)

EXHIBIT C

Copy of Resolution of Trustees

(See attached)

Cuyahoga County Public Library

A RESOLUTION AUTHORIZING THE LIBRARY TO ENTER INTO AN AGREEMENT WITH THE CITY OF STRONGSVILLE REGARDING A LIBRARY BRANCH LEASE

Whereas, the Cuyahoga County Public Library (the "Library") is a political subdivision of the State of Ohio organized under the Ohio Revised Code and this Board is acting under relevant provisions of the Revised Code including 3375.40; and

Whereas, the Library currently occupies certain real property located at 18700 Westwood Dr. (the "Site") in Strongsville, Ohio (the "City"), which real property is currently owned by the City, and leased to the Library for the purposes of operating the existing Strongsville Library facility (the "Facility"); and

Whereas, the Library has been in a lease with the City of Strongsville since [•], with the most recent lease being dated September 14, 2003; and

Whereas, the Library has been negotiating in good faith with the City for a new lease with a minimum term of ten (10) years to a maximum term of thirty (30) years, at the Site, being known as being part of Permanent Parcel Number 396-10-014; and

Whereas, the Board of Trustees believes the Strongsville Library location can continue to ensure excellence in the provision of Library services to the City and surrounding communities throughout the term of the lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE CUYAHOGA COUNTY PUBLIC LIBRARY SYSTEM, STATE OF OHIO

Section 1. That the Board of Trustees agrees to the terms and conditions between the Library and the City of Strongsville as expressed in the Lease Agreement attached hereto as **Exhibit A.**

Section 2. That the Board of Trustees hereby approves the execution of a Library Branch Lease and authorizes the President of the Board to sign said lease.

Section 3. It is found and determined that all formal actions of the Board of Trustees concerning and relating to this legislation were adopted in an open meeting of this Board and that all deliberations of this Board in any of its committees that resulted in this formal action were meetings open to the public in compliance with all legal requirements, including relevant provisions of the Ohio Revised Code.

Approved _____, 2026

X _____
Patricia A. Shlonsky, President

X _____
William J. Leonard, Secretary

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU") is made and entered into as of this ____ day of _____, 2026 (the "Effective Date"), by and between the City of Strongsville (the "City"), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its City Charter, and the Cuyahoga County Public Library ("CCPL"), a county library organized and existing under Chapter 3375 of the Ohio Revised Code. As required by the context herein, and as permitted by law, reference to the "City" and to "CCPL" shall also include their respective officials, agents and employees. The City and CCPL may each be referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, pursuant to an existing Lease between the City and CCPL dated September 14, 2003 (the "Original Lease"), CCPL operates, as a free public library, a branch of the Cuyahoga County Public Library (the "Strongsville Branch") in a facility located at 18700 Westwood Dr., Strongsville, Ohio 44136 (the "Facility");

WHEREAS, CCPL desires to perform certain renovations, upgrades and improvements to the Facility (collectively, the "Renovations");

WHEREAS, as a condition precedent to CCPL performing such Renovations, CCPL has requested to enter into a new Lease with the City for the Strongsville Branch for an initial term of ten (10) years, with four (4) successive automatic renewal terms of five (5) years each (the "New Lease"), and to terminate the Original Lease;

WHEREAS, as a condition precedent to the City agreeing to terminate the Original Lease and entering into the New Lease, the City has requested that CCPL make certain commitments regarding the Renovations pursuant to this MOU.

NOW THEREFORE, the Parties desire to enter into this MOU setting forth their mutual understandings and agreements with respect to the Renovations.

1. General Intent. This MOU sets forth the mutual understandings and agreements of the City and CCPL with respect to the Renovations and is intended to serve as a summary of the principal terms and conditions upon which the City shall agree to terminate the Original Lease and enter into the New Lease. Except as otherwise expressly provided herein, this MOU is non-binding.

2. Renovations. Upon execution of the New Lease by the City and CCPL, CCPL hereby agrees to complete certain Renovations to the Facility including, but not limited to, the following:

(a) CCPL shall cause the roof of the Facility to be replaced, at CCPL's sole cost and expense, in a good and workmanlike manner using materials of the type and quality customarily used in the construction, repair and maintenance of roofs on public buildings of a size, age, and character comparable to the Facility, no later than December 31, 2027 (the "Roof Replacement Work").

Ex. 2

(b) CCPL shall cause the HVAC system servicing the Facility (the "Existing HVAC System") to be replaced and upgraded (the "HVAC System Work"), at CCPL's sole cost and expense, in a good and workmanlike manner, using materials and equipment of the type and quality customarily used in the installation and replacement of HVAC systems in public buildings of a size, age, and character comparable to the Facility, no later than December 31, 2028. The HVAC System Work shall include, without limitation: (i) the decommissioning and proper disposal of the Existing HVAC System, including all R-22 refrigerant, in accordance with all applicable environmental laws, and (ii) the design, procurement, and installation of a geothermal heat pump system utilizing ground heat exchangers installed beneath the parking lot of the Facility.

(c) CCPL shall cause any damage to the parking lot of the Facility caused by the HVAC System Work to be repaired, at CCPL's sole cost and expense, in a good and workmanlike manner using materials of the type and quality customarily used in the repair and resurfacing of parking lots serving public buildings of a size, age, and character comparable to the Facility, and shall endeavor to do so within ninety (90) days following completion of the HVAC System Work, weather permitting (the "Parking Lot Work", and together with the Roof Replacement Work and the HVAC System Work, collectively, the "MOU Work").

3. Compliance with City Policies and Procedures. In connection with the performance and completion of the MOU Work, CCPL shall comply with, and shall cause their agents, contractors and subcontractors to comply with, all applicable policies, procedures, rules and regulations of the City, including, without limitation, all applicable permitting, inspection and approval requirements (the "Compliance Commitment").

4. Miscellaneous.

(a) This MOU shall inure to the benefit of and be binding upon the Parties hereto, and their respective heirs, personal representatives, successors and assigns. This instrument constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein.

(b) No supplement, modification or amendment of this MOU shall be binding unless in writing and executed by the Parties hereto. In the event that all or any portion of any provision of this MOU is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision or portion of a provision shall be modified to the minimum extent necessary to make it valid, legal and enforceable to the fullest extent permitted by applicable law, and the remaining provisions of this MOU shall remain in full force and effect.

(c) No waiver of any of the provisions of this MOU shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a

continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

(d) The headings of this MOU are for purposes of reference only and shall not limit or define the meaning of the provisions hereof. Neither Party shall have the right to file this MOU or a memorandum of this MOU of record.

(e) This MOU may not be assigned, whether voluntarily or by operation of law by either Party and any attempt to do so shall be null and void.

(f) This MOU shall be governed by and construed in accordance with the laws of the State of Ohio, without reference to the conflict of law principles thereof.

(g) Each Party represents and warrants that this MOU has been duly authorized by each Party, and the Party signing below has the authority to enter into this MOU on behalf of that respective Party.

(h) This MOU may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument, and may be executed by facsimile or other electronic means, and such facsimile or electronic signatures shall be binding as originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the City has caused this MOU to be executed by its Mayor, and CCPL has caused this MOU to be executed by its Chief Executive Officer, as of the Effective Date, pursuant to authority duly granted to each entity, respectively.

CITY OF STRONGSVILLE, OHIO

By: _____
Thomas P. Perciak, Mayor

Approved as to form:

_____
Neal M. Jamison, Director of Law
City of Strongsville, Ohio

CUYAHOGA COUNTY PUBLIC LIBRARY

By: _____
Jamar Rahming, Chief Executive Officer

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 025

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW LEASE AGREEMENT WITH THE BOARD OF TRUSTEES OF THE CUYAHOGA COUNTY PUBLIC LIBRARY, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2003-173, the Council authorized the Mayor to enter into a Lease Agreement with the Board of Trustees of the Cuyahoga County Public Library; and

WHEREAS, pursuant to such existing Lease Agreement between the City and the Trustees dated September 14, 2003 (the "Original Lease"), the Trustees have operated, as a free public library, a branch of the Cuyahoga County Public Library (the "Strongsville Branch") in a facility located at 18700 Westwood Drive, Strongsville, Ohio 44136 (the "Facility"); and

WHEREAS, the Trustees have elected to perform certain renovations, upgrades and improvements to the Facility and to purchase and install certain furniture, fixtures, and equipment within the Facility (collectively, the "Renovations"), with such Renovations anticipated to be performed shortly after the execution of a new Lease Agreement; and

WHEREAS, as a condition precedent to the Trustees performing such Renovations, the Trustees have requested, and the City has agreed, to enter into a new Lease Agreement, and to terminate the existing Original Lease.

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

Section 1. That the Mayor be and is hereby authorized to enter into a new Lease Agreement with the Board of Trustees of the Cuyahoga County Public Library for the continued lease of the Strongsville Branch facility located at 18700 Westwood Drive, Strongsville, Ohio, for a term of ten (10) years from the effective date of the new Lease Agreement, and shall automatically renew thereafter for up to four (4) additional five (5) year terms unless notice of termination by either party is given pursuant to the terms and conditions stated in the new Lease Agreement. Said new Lease Agreement shall be substantially in the form attached hereto as Exhibit "1" subject to approval of the Law Director; and is, in all respects, hereby approved.

Section 2. That the existing Original Lease Agreement dated September 14, 2003 between the City of Strongsville and the Board of Trustees of the Cuyahoga County Public Library is hereby terminated upon execution of the new Lease Agreement.

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 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 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into a new Lease Agreement in order to assist the Board of Trustees of the Cuyahoga County Public Library in carrying out its duties, and to provide for library services for the City's residents and the general public. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

_____
President of Council

Date Passed:_____

Approved:_____
Mayor

Date Approved:_____

Attest:_____
Clerk of Council

	Yea	Nay
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Ord. No. 2026-025 Amended:_____
1st Rdg. 03-16-26 Ref: COW
2nd Rdg._____ Ref:_____
3rd Rdg._____ Ref:_____

Public Hrg._____ Ref:_____
Adopted:_____ Defeated:_____

LEASE AGREEMENT BETWEEN
the
CITY OF STRONGSVILLE
and the
BOARD OF TRUSTEES OF THE
CUYAHOGA COUNTY PUBLIC LIBRARY

This LEASE AGREEMENT ("Lease Agreement") is made as of _____, 2026 (the "Effective Date"), between the City of Strongsville (the "City"), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its City Charter, as lessor, and the Board of Trustees of the Cuyahoga County Public Library (the "Trustees"), a county library organized and existing under Chapter 3375 of the Revised Code, as lessee, pursuant to Ordinance No. _____, duly passed by the City Council on _____, 2026, and a resolution duly adopted by the Trustees on _____, 2026, copies of which are attached hereto as **Exhibit B** and **Exhibit C**, respectively. As required by the context herein, and as permitted by law, reference to the "City" and to the "Trustees" shall also include their respective officials, agents and employees.

WITNESSETH

WHEREAS, pursuant to an existing Lease between the City and the Trustees dated September 14, 2003 (collectively, the "Original Lease"), the Trustees have operated, as a free public library, a branch of the Cuyahoga County Public Library (the "Strongsville Branch") in a facility located at 18700 Westwood Dr., Strongsville, Ohio 44136 (the "Facility"); and

WHEREAS, the Trustees have elected to perform certain renovations, upgrades and improvements to the Facility and to purchase and install certain furniture, fixtures, and equipment within the Facility (collectively, the "Renovations"), with such Renovations anticipated to be performed shortly after the date of this Lease; and

WHEREAS, as a condition precedent to the Trustees performing such Renovations, the Trustees have requested, and the City has agreed, to enter into this Lease Agreement, and to terminate the Original Lease.

NOW, THEREFORE, in consideration of these presents and the mutual promises and undertakings herein contained, and for other good, sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Lease Agreement do hereby covenant and agree as follows:

SECTION 1. THE LEASED PROPERTY.

The City, for and in consideration of the covenants and agreements hereinafter set forth on the part of the Trustees to be kept and performed, does hereby demise and lease unto the Trustees, and the Trustees do hereby take and lease from the City, upon and subject to the conditions hereinafter expressed, any and all right, title and interest of the City in and to (i) the Site, being the real property described in **Exhibit A** attached hereto, which is made a part of this Lease Agreement, including all driveways, parking areas, sidewalks and landscaped areas

comprising the Site, (ii) the Facility, and (iii) any and all additions, replacements, alterations and other improvements to the Facility and/or the Site from time to time (collectively, the "Leased Property").

Notwithstanding anything to the contrary in this Section 1 or elsewhere in this Lease Agreement, the parties acknowledge that the Leased Property is part of the City's overall municipal complex and the City herein reserves the non-exclusive right to maintain and utilize, in conjunction with the Trustees, the roadway and parking areas located on the Leased Property as part of the City's municipal complex. Likewise, the City herein grants to the Trustees the non-exclusive right to utilize, in conjunction with the City, the abutting City-owned roadway accessing the Leased Property and the City-owned parking areas abutting the Leased Property. The City does agree to designate an agreed upon parking area of approximately 135 spaces to be principally utilized for library parking and to be maintained by the Library.

SECTION 2. COMMENCEMENT AND TERM.

The City and the Trustees hereby agree that notwithstanding the date of execution and delivery of this Lease Agreement, the date of commencement of the term hereof, on and after which date all rights and obligations of the City and the Trustees with respect to the Leased Property shall be determined in accordance with the terms of this Lease Agreement, shall be the Effective Date. The term of this Lease Agreement shall be ten (10) years from the Effective Date; provided that this Lease Agreement shall automatically renew thereafter for up to four (4) additional five (5)-year terms unless one party gives to the other party notice of termination not later than twenty-four (24) months prior to then-scheduled expiration date. After the expiration of the original ten (10)-year term, and during any renewal term, this Lease Agreement may be terminated without cause or penalty by either party upon written notice to the other party specifying the termination date, which date shall be not less than one (1) year and not more than two (2) years later than the date of such notice. The provisions of this Section shall not affect any rights to terminate provided in Section 19.

SECTION 3. RENT.

For such period as the Trustees have possession of the Leased Property and during the continuance of this Lease Agreement, the rental fee to be paid by the Trustees to the City shall be the operation of a free public library under Rules and Regulations promulgated generally by the Trustees for libraries within its jurisdiction (the "Rules and Regulations"). The entire cost of such library operation, including staff payroll, purchase of library materials, payment of utilities and taxes, and other costs shall be borne by the Trustees, and the City shall not have any obligation, at law or in equity, to underwrite, absorb or in any other way pay for the operation of the Leased Property as a free public library. It is the purpose and intent of the City and the Trustees that, as between the City and the Trustees, all costs, expenses, liabilities and obligations that may arise or become due during the term hereof with respect to the interests in the Leased Property that are leased and assigned by the City to the Trustees hereunder, whether ordinary or extraordinary, foreseen or unforeseen, including any and all federal, state and local income or other taxes on or measured by the rentals paid to the City, shall be paid by the Trustees, except any costs specifically imposed upon the City hereunder.

The Trustees, as tenants in possession, shall be responsible for any charge, claim, or demand arising out of the operation of the Leased Property by the Trustees.

SECTION 4. USE.

During the term of this Lease Agreement, the Trustees shall have the exclusive right to use the Leased Property as a free public library, except as specifically set out to the contrary in other sections of this Lease Agreement. The Leased Property shall be open to free use by residents of the City of Strongsville and Cuyahoga County, subject to the Rules and Regulations of the Trustees, including penalty charges for late return of circulating books and other library materials, and the Leased Property shall be occupied by the Trustees solely for the operation of a free public library in accordance with the Rules and Regulations of the Trustees, the terms of this Lease Agreement, and in compliance with all laws.

The Trustees shall stock the Facility with appropriate volumes of books and other library materials consistent with the stock of library facilities of comparable size within Cuyahoga County.

The Trustees shall staff and operate the Leased Property on a basis comparable with its branch library operations elsewhere in Cuyahoga County, due consideration being given to the financial circumstances of the Trustees, the population of the area served by the Leased Property, and the requirements of the patrons of the Leased Property.

The Trustees shall keep the Facility open to the public during those time periods provided in the Trustee's Rules and Regulations, which time periods shall be reasonable given the number and type of users of the Facility and the financial restraints of the Trustees.

SECTION 5. FURNITURE, FURNISHINGS AND EQUIPMENT.

The parties acknowledge and agree that no furniture, furnishings, shelving and equipment located at the Leased Property is owned by the City. All new and/or existing library materials, personal property, equipment, furniture, furnishings and shelving located at the Leased Premises or that are acquired by the Trustees in the future are and shall remain the property of the Trustees.

SECTION 6. MODIFICATIONS TO LEASED PROPERTY.

The Trustees shall, in all respects and at their sole expense, maintain the Leased Property in good condition, repair and state of cleanliness, and shall make all repairs and replacements as necessary. Other than the Renovations, which are hereby approved by the City, no structural changes to or of the Leased Property shall be made by the Trustees, and no material portion of the Leased Property shall be removed by the Trustees, except with the prior written consent of the City, which consent shall not be unreasonably withheld. The Trustees shall keep the Leased Property free of any liens, claims or other encumbrances by materialmen, suppliers or other laborers arising out of the use or improvement of the Leased Property by the Trustees.

The City reserves the right to make additions, replacements or other extensions to or for the Leased Property with the consent of the Trustees, which consent shall not be

unreasonably withheld. Any additions, changes, alterations, modifications, replacements or other extensions to or of the Leased Property made during the continuance of this Lease Agreement shall be, and shall remain, the sole and absolute property of the City, and shall be evidenced by a written amendment to this Lease as shall be reasonably agreed to by the parties.

SECTION 7. MEETING ROOMS.

Any meeting room or activity room on the Leased Property shall be made available for use by organizations and the general public under the Rules and Regulations that relate to meeting rooms. The City shall have the right to utilize the meeting rooms or activity rooms on the Leased Property during normal operating hours without charge with the consent of the Trustees, provided that the room has not been previously reserved by another user.

SECTION 8. INFORMATION AND RECORDS.

The Trustees shall at all reasonable times give to the authorized representatives of the City such information relating to the operation and use of the Leased Property as they may reasonably request, and shall permit them to inspect the records of the Trustees relating to those operations except those records which may not be disclosed as a matter of law.

SECTION 9. NAME OF FACILITY.

The library shall in all matters bear the name Strongsville Branch of the Cuyahoga County Public Library, unless changed by mutual agreement of the parties.

SECTION 10. ANNUAL REPORT.

Annually, the Trustees shall give to the City a copy of its standard written annual report of the operations of the library during the preceding calendar year. Upon request of the City, the library shall give to the City:

1. A listing or inventory of all personal property at the library owned by the City at the close of the year.

2. A summary of the stock of the building listing separately the approximate number of books, periodicals, computers, electronic media, and other library materials at the close of the year.

3. The number of both full and part-time staff.

4. The current hours of operation.

5. Such other information as the City may reasonably request and is available to the library.

SECTION 11. CITY-TRUSTEE MEETINGS.

At all reasonable times, and in accordance with the open meeting laws, the representatives of the City and the Library Administrator or another representative designated by the Trustees shall meet at the request of either, to discuss the operations of the library and operations under this Lease Agreement; provided, that the Trustees shall have full and final control of all library operations subject to the provisions of this Lease Agreement and the requirements of the law.

SECTION 12. INSPECTION.

The City, by the Mayor, the Building Commissioner, or any other employee designated in writing by the Mayor, shall have the right to enter the Leased Property during usual business hours for the purpose of inspecting it and the operations therein and thereon, and for the purpose, without releasing the Trustees from any of their obligations under this Lease Agreement or waiving any default, of making repairs which may be necessary by reason of the failure of the Trustees to perform any such act required of them hereunder; provided that (i) the City shall not proceed to make the repairs (A) sooner than the thirtieth day after written notice of the proposed making of the repairs is given by the City to the Trustees unless the repairs are required to be made on an emergency basis in order to preserve or protect persons or property, or (B) so long as the Trustees have commenced and are diligently pursuing the making of the required repairs, and (ii) to the extent practicable, any such work shall be scheduled outside of normal business hours so as to minimize interference with normal library operations. The City shall be reimbursed for the cost of any such repairs in accordance with the provisions of Sections 13 and 20 of this Lease Agreement.

SECTION 13. MAINTENANCE AND LIABILITY.

During the continuance of this Lease Agreement, the Trustees shall maintain the Leased Property in good condition, repair and state of cleanliness, and as between the City and the Trustees, the Trustees shall pay the fees and charges for all utilities provided to the Leased Property, both interior and exterior, including without limitation, all charges for service and for setting and repairing meters, and the Trustees shall arrange for those utilities in the name of the Trustees, including without limitation, telephone, cable, electric, water, sewer and rubbish, garbage and trash removal services. The Trustees shall be solely responsible, and shall pay all costs required, for the maintenance and repair of the grounds of the Leased Property, including without limitation, lawns, plant beds, walks, driveways and parking areas principally designated to be utilized for library parking.

The Trustees shall comply with all laws, orders, regulations, rules and requirements of every kind and nature relating to the maintenance, use and occupation of the Leased Property of any governmental authority having jurisdiction with respect thereto. The Trustees shall pay all cost and expense incidental to such compliance.

As between the City and the Trustees, the Trustees shall be solely responsible, and shall pay all costs required, for the making of all repairs and replacements to the Leased Property as the same become necessary during the term of this Lease Agreement, including without

limitation, repairs to or replacement of the roof of the Facility. The City and the Trustees acknowledge that neither has assumed responsibility for additions to or enlargement of the Leased Property, and that the responsibility for any future addition or enlargement and the cost thereof is subject to the mutual agreement of the City and the Trustees and to be evidenced by an agreement supplemental to this Lease Agreement.

The Trustees covenant and agree that the City shall not be responsible for and is hereby expressly released and discharged from any and all liabilities for any injury or injuries, loss or damage, to any person or property in or about the Leased Property, whether the injury, loss or damage be to the invitees, servants, agents, volunteers, members, trustees, officers or employees of the Trustees or to its property or to the property or person of anyone else; provided, however, that the City shall not be released from liability for damages directly caused by its own negligent or intentional act or omission. Without limiting in any way the generality of the foregoing, the Trustees covenant and agree that the City shall not be responsible for and is hereby expressly released and discharged from any and all liabilities for any and all such injury, loss, or damage occasioned by or arising out of the use and occupancy of the Leased Property by the Trustees; or arising from any act or neglect of the Trustees, its invitees, servants, agents, volunteers, members, officers, employees, or trustees, or any owners or occupants of adjoining or contiguous property; or occasioned by reason of the design, construction, or condition of the Leased Property or any part thereof or for failure to keep the Leased Property or any part thereof in good condition and repair; or caused in any other manner whatsoever; provided, however, that the City shall not be released from liability for damages caused by its own negligent or intentional act or omission.

Nothing in this Agreement shall be construed to waive or limit any defense the City or the Trustees may have by statute or at common law, including, without in any way limiting the generality of the foregoing, the defense of immunity, in actions by third parties.

SECTION 14. USE OF HAZARDOUS MATERIALS PROHIBITED.

The Trustees shall not bring or allow to be brought onto the Leased Property any hazardous or toxic material in violation of any environmental laws. The Trustees shall comply with all environmental laws.

SECTION 15. INSURANCE AND CONDEMNATION.

The Trustees shall procure and maintain, at their sole cost and expense, throughout the term of this Lease Agreement or any renewal or continuation thereof, commercial general liability insurance, with policy endorsements or provisions fully recognizing and protecting the City, its officers and employees, against any and all claims, including all costs and expenses of defending the City, its officers and employees, for personal injury or death or for property damage or loss occurring in, upon or about the Leased Property, with limits of not less than $1,000,000 for personal injury to or death of any one person and $3,000,000 for personal injuries or deaths in connection with any one occurrence and $1,000,000 for property damage or loss from any one occurrence. Such policy or policies shall provide that the insurer shall give the City at least thirty (30) days' written notice prior to cancellation or change of coverage. The City shall be named as an additional insured on such policies. Upon the request in writing by the City, the Trustees shall deposit a copy of the policy, or policies of such insurance, or certificates thereof with the City.

The Trustees shall procure and maintain, at their sole cost and expense, throughout the term of this Lease Agreement and any renewal or continuation thereof, fire and extended coverage insurance on the Facility and its contents in amount sufficient to provide for the full replacement cost of the Facility and its contents. Such policy or policies shall be with a solvent insurance company or companies authorized to issue such policies in the State of Ohio. Said policy or policies shall provide protection against Risks of Direct Physical Loss or Damage. Such policies shall provide that the insurer shall give the City at least thirty (30) days' written notice prior to cancellation or change of coverage. Upon request in writing by the City, the Trustees shall deposit a copy of the policy, or policies of such insurance, or certificates thereof, with the City. Any insurance moneys received by the Trustees under said policies shall be promptly applied to the repair, reconstruction or replacement of the Facility and its contents, and the Trustees shall add to such insurance moneys such amount as may be necessary to complete such repair, reconstruction or replacement.

The proceeds of any condemnation award, or payment in lieu of condemnation, for any part of or interest in the Leased Property shall be applied to pay the cost of restoring the Facility.

SECTION 16. COMPLIANCE WITH LAWS.

The Trustees, during the term of this Lease Agreement and any renewal or continuation thereof, shall comply with all applicable governmental ordinances, regulations and requirements relating to maintenance, operation, use and occupancy of the Leased Property and orders issued pursuant thereto; and will pay the cost and expense incidental to such compliance.

SECTION 17. ASSESSMENTS.

The City agrees to cooperate with the Trustees in applying for any property tax exemptions that may be available for the Leased Property and executing, in its capacity as owner of the Leased Property, such applications and documents as may reasonably be required, for that purpose.

During the term of this Lease Agreement and any renewal or continuation thereof, the Trustees, as between the City and the Trustees, shall pay all regular and special assessments and charges levied against the interests in the Leased Property that are leased by the City to the Trustees hereunder, to the extent that any portion or installment thereof shall become due and payable subsequent to the delivery of that interest in the Leased Property to the Trustees and thereafter during the term of this Lease and any renewal or continuation thereof; provided that in the event of a contest, the Trustees may permit any lien or account, or the amount thereof, so contested to remain unpaid during the period of the contest and any appeal therefrom, if the Trustees deliver to the City an opinion of legal counsel reasonably satisfactory to the City, to the effect that nonpayment of any such item will not affect materially the interests of the City or the Trustees in the Leased Property and will not subject the Leased Property, or any part thereof, to imminent loss or forfeiture. During the period when any lien or account so contested remains unpaid, the Trustees shall set aside on its books adequate reserves with respect thereto. The City shall assume and pay, as between the City and the Trustees, any and all general or special assessments levied against the interest in the Leased Property that is leased by the City to the

Trustees hereunder and that are levied with respect to the Leased Property for any tax year prior to and including the tax year in which the term of this Lease Agreement commences. If and to the extent that those proceeds are either not so available or not permitted by law to be applied thereto, the Trustees shall pay any such general or special assessments.

SECTION 18. ASSIGNMENT AND SUBLEASING.

The Trustees shall not assign this Lease Agreement or any right, title, interest, estate or obligation of the Trustees hereunder, or sublease or assign all or any part of the Leased Property or any interest therein, without the express prior written consent of the City, which consent may be withheld for any reason within the sole discretion of the City; provided, however, that in the event that the Trustees shall consolidate with or transfer all of their assets to another public library board governed by the provisions of the Ohio Revised Code, as amended, then the rights and obligations of the Trustees hereunder shall automatically inure to and become the rights and obligations of the successor public library board without the need for any action by or consent of the City as long as the Leased Property remains open as a free public library.

The City shall not assign this Lease Agreement or any right, title, interest, estate or obligation of the City hereunder, without the express prior written consent of the Trustees, which consent may be withheld for any reason within the sole discretion of the Trustees.

SECTION 19. DEFAULT.

If the Trustees at any time during the term of this Lease Agreement or any renewal or continuation thereof, shall fail to observe or perform any of the Trustees' covenants, agreements or obligations hereunder, and if any such failure shall not be cured within thirty (30) days after the City shall have given written notice to the Trustees specifying such failure; or in the case of a default which cannot with due diligence be cured within a period of thirty (30) days, if the Trustees fail to proceed promptly after the service of such notice and with all due diligence to cure the same and thereafter to prosecute the curing of such default with all due diligence (it being intended that in connection with a default not susceptible of being cured with due diligence within thirty (30) days, that the time of the Trustees within which to cure the same shall be extended for such period as may be reasonably necessary to complete the same with due diligence); or if the Trustees abandon or vacate the Leased Property for ninety (90) days or more without authorization or permitted cause; then in any such event, the City shall have the right to terminate this Lease Agreement and all of the Trustees' rights hereunder, on a date specified in a written notice, which date shall not be fewer than thirty (30) days after the date of the giving of such notice; and on the date specified in such notice, this Lease Agreement and all rights granted to the Trustees hereunder shall come to an end; and the Trustees hereby covenant to peacefully and quietly yield up and surrender the Leased Property to the City, including all structures, buildings and improvements located thereon.

SECTION 20. RIGHT OF CITY TO PAY OR PERFORM.

If the Trustees fail at any time to make any payment or perform any act on their part to be made or performed hereunder (including without limitation, the procurement and maintenance of insurance as provided in Section 15 hereof), then the City may, but shall not be

obligated to, do so without releasing the Trustees from any of their obligations under this Lease Agreement or waiving any default; provided that, the City shall not proceed to make such payment or to perform such act (A) sooner than the thirtieth day after written notice of the proposed payment or performance of the act is given by the City to the Trustees unless the payment or performance is required to be made promptly in order to preserve or protect persons or property, or (B) so long as the Trustees commence any performance required hereunder not later than the thirtieth day after written notice of their default is given to them by the City, and the Trustees are proceeding diligently to cure the default.

All amounts so paid by the City and all costs and expenses in connection with such performance by the City shall be reimbursed to the City by the Trustees on demand, and the City shall have, in addition to any other right or remedy of the City, the same rights and remedies as in the case of failure of the Trustees to observe any of their other covenants as provided in this Section.

SECTION 21. QUIET ENJOYMENT.

The City covenants with the Trustees that, so long as the Trustees shall have performed and observed the covenants and agreements on their part to be performed and observed hereunder, the Trustees shall and may peaceably and quietly have, hold and enjoy the Leased Property during the term of this Lease Agreement without hindrance from the City or any person claiming through the City and shall defend the Trustees' right to such peaceable and quiet enjoyment.

SECTION 22. SURRENDER OF LEASED PROPERTY.

At the expiration of the term of this Lease Agreement or of any renewal or continuation thereof, the Trustees will surrender and deliver up to the City the Leased Property, including all structures, buildings and other improvements thereon, in good repair and condition, subject only to ordinary wear and tear.

SECTION 23. TAX EXCLUSIONS.

The Trustees represent that they have taken or caused to be taken, and covenant that they will take or cause to be taken, any and all actions required of them, alone or in conjunction with the City, for the interest on any obligations issued by the City to pay for construction, furnishing or equipping of the Leased Property to be utilized at the Strongsville Branch to be, and remain, excluded from gross income from the owners thereof for federal income tax purposes. The Trustees further represent that they have not taken or permitted to be taken on their behalf, and covenant that they will not take or permit to be taken on their behalf, any action or actions that would adversely affect such exclusion under the provisions of the Internal Revenue Code of 1986, as amended.

SECTION 24. NOTICES.

Any notice permitted or required hereunder shall be in writing and shall be deemed to have been properly given by mailing such notice by nationally-recognized overnight courier or by registered or certified mail, postage prepaid, addressed to such party as follows:

(a) To the City:
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Mayor

(b) To the Trustees:
Board of Trustees
Cuyahoga County Public Library
2111 Snow Road
Parma, Ohio 44134
Attention: Executive Director and Facilities Director

(c) Or such other address as either party may from time to time designate in writing at least fifteen (15) days in advance of such notice.

SECTION 25. INTERPRETATION.

All terms and words used in this Lease Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Lease Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the applicable number and gender. The headings of sections and paragraphs, if any, to the extent used herein, are used for reference only, and in no way define, limit or describe the scope or intent of any provision hereof.

All references to duly enacted statutes, contained herein, shall also apply to such statutes as they may hereafter be amended, modified or re-enacted. In the event of the repeal of any referenced statute, comparable statutes, if any, shall govern, if possible.

SECTION 26. COUNTERPARTS.

This Lease Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

SECTION 27. RECORDING.

Either party may, at its expense, record a short form memorandum of this Lease Agreement, which shall describe the term and renewal rights and other such pertinent information as such party deems appropriate. However, the failure to record such a short form memorandum shall not affect or impair the validity or effectiveness of this Lease Agreement as between the parties, their successors or permitted assigns.

SECTION 28. MISCELLANEOUS.

(a) This Lease Agreement (including, without limitation, any exhibits and/or attachments) constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Facility, and there are no agreements, conditions and covenants, either oral or written, between them other than as set forth herein. The headings of the articles, sections, and paragraphs contained herein are for convenience only and do not define, limit or construe the contents of such articles, sections, or paragraphs.

(b) No waiver of any agreement, condition or covenant shall be valid unless it is in writing signed by the party to be bound thereby nor shall the waiver of a breach of any agreement, condition or covenant be claimed or pleaded to excuse a future breach of the same agreement, condition or covenant or any other agreement, condition or covenant.

(c) This Lease Agreement shall not be modified or amended, except by express written agreement signed by an authorized representative of each of the City and the Trustees.

(d) If any agreement, condition or covenant of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such agreement, condition or covenant to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each agreement, condition or covenant of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

(Remainder of this page intentionally left blank; signatures and acknowledgments follow)

IN WITNESS WHEREOF, the City has caused this Lease Agreement to be executed by its Mayor, and the Trustees have caused this Lease Agreement to be executed by the President and Secretary of the Board of Trustees of the Cuyahoga County Public Library, as of the date first above written, pursuant to authority duly granted by the Council of the City of Strongsville and the Board of Trustees of the Cuyahoga County Public Library, respectively.

Signed and acknowledged in the presence of:

_____
Printed Name:

_____
Printed Name:

Approved as to form:

_____
Neal M. Jamison, Director of Law
City of Strongsville, Ohio

CITY OF STRONGSVILLE, OHIO,
Lessor

By: _____
Thomas P. Perciak, Mayor

BOARD OF TRUSTEES OF THE CUYAHOGA COUNTY PUBLIC LIBRARY, Lessee

Signed and acknowledged in the presence of:

_____
Printed Name:

_____
Printed Name:

(Witness as to both)

By: _____
Patricia A. Shlonsky, President
Board of Trustees of the Cuyahoga County Public Library

By: _____
William J. Leonard, Secretary
Board of Trustees of the Cuyahoga County Public Library

Approved as to form:

Cuyahoga County Prosecutor's Office

By: _____
Print Name:
Assistant County Prosecutor
Counsel to the Board of Trustees of the Cuyahoga County Public Library

STATE OF OHIO)
) **SS:**
COUNTY OF CUYAHOGA)

On this ___ day of _____, 2026, before me, a Notary Public in and for said County and State, personally appeared Thomas P. Perciak, the Mayor of the City of Strongsville, to me personally known, and acknowledged his signing of the foregoing Lease Agreement, and that the same is his voluntary act and deed on behalf of said City, and the voluntary and corporate act and deed of said City.

_____
Notary Public
My Commission Expires:_____

STATE OF OHIO)
) **SS:**
COUNTY OF CUYAHOGA)

On this ___ day of _____, 2026, before me, a Notary Public in and for said County and State, personally appeared Patricia A. Shlonsky, President of the Board of Trustees of the Cuyahoga Public Library, and William J. Leonard, Secretary of the Board of Trustees of the Cuyahoga Public Library, both to me personally known, and acknowledged their signing of the foregoing Lease Agreement, and that the same is their voluntary act and deed on behalf of said Board of Trustees, and the voluntary and corporate act and deed of said Board of Trustees.

_____
Notary Public
My Commission Expires:_____

EXHIBIT A

Legal Description

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of orginal Strongsville Township Lot No. 55 and being further described as follows:

Being at a point in the original center line of Royalton Road (S.R. 82) distant South 74°15'49" East 459.87 feet from an iron pin monument at its intersection with the easterly line of Strongsville Public Square, said point being the southeasterly corner of land conveyed to the City of Strongsville by deed recorded in Volume 5652, Page 8 of Cuyahoga County Deed Records and the southwesterly corner of land conveyed to the State of Ohio by deed recorded in Volume 94-05521, Page 23 of Cuyahoga County Deed Records.

Thence North 0°51'11" East 49:84 feet, along the easterly line of land so conveyed to the City of Strongsville, to a point in the northerly right-of-way line of said S.R. 82.

Thence continuing North 0°51'11" East along said easterly line of land so conveyed to the City of Strongsville as aforesaid 434.31 feet to a point, said point being the Principal place of beginning of the Parcel here intended to be described.

Thence continuing North 0°51'11" East along said easterly line of land so conveyed to the City of Strongsville as aforesaid a distance of 565.12 feet to a point;

Thence South 89°08'49" East, 286.73 feet to a point.

Thence South 11°14'28" West, 70.80 feet to a point.

Thence North 0°51'11" East, 321.42 feet to a point.

Thence South 04°53'46" East, 74.88 feet to a point.

Thence South 00°51'11" West, 80.50 feet to a point.

Thence South 89°08'49" East, to the easterly line so conveyed to the City of Strongsville as aforesaid 292.00 feet to the principal place of being containing 3.72 acres of land be the same more or less.

EXHIBIT B

Copy of City Ordinance

(See attached)

EXHIBIT C

Copy of Resolution of Trustees

(See attached)

Cuyahoga County Public Library

A RESOLUTION AUTHORIZING THE LIBRARY TO ENTER INTO AN AGREEMENT WITH THE CITY OF STRONGSVILLE REGARDING A LIBRARY BRANCH LEASE

Whereas, the Cuyahoga County Public Library (the "Library") is a political subdivision of the State of Ohio organized under the Ohio Revised Code and this Board is acting under relevant provisions of the Revised Code including 3375.40; and

Whereas, the Library currently occupies certain real property located at 18700 Westwood Dr. (the "Site") in Strongsville, Ohio (the "City"), which real property is currently owned by the City, and leased to the Library for the purposes of operating the existing Strongsville Library facility (the "Facility"); and

Whereas, the Library has been in a lease with the City of Strongsville since [•], with the most recent lease being dated September 14, 2003; and

Whereas, the Library has been negotiating in good faith with the City for a new lease with a minimum term of ten (10) years to a maximum term of thirty (30) years, at the Site, being known as being part of Permanent Parcel Number 396-10-014; and

Whereas, the Board of Trustees believes the Strongsville Library location can continue to ensure excellence in the provision of Library services to the City and surrounding communities throughout the term of the lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE CUYAHOGA COUNTY PUBLIC LIBRARY SYSTEM, STATE OF OHIO

Section 1. That the Board of Trustees agrees to the terms and conditions between the Library and the City of Strongsville as expressed in the Lease Agreement attached hereto as **Exhibit A.**

Section 2. That the Board of Trustees hereby approves the execution of a Library Branch Lease and authorizes the President of the Board to sign said lease.

Section 3. It is found and determined that all formal actions of the Board of Trustees concerning and relating to this legislation were adopted in an open meeting of this Board and that all deliberations of this Board in any of its committees that resulted in this formal action were meetings open to the public in compliance with all legal requirements, including relevant provisions of the Ohio Revised Code.

Approved _____, 2026

X _____
Patricia A. Shlonsky, President

X _____
William J. Leonard, Secretary

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 of 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 by allowing a reasonable use for individual parcels of property which, because of

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.

First reading: April 6, 2026

Second reading: _____

Third reading: _____

Public Hearing: _____

Referred to Planning Commission
April 7, 2026

Approved: Favorable recommendation by the Planning Commission
April 9, 2026

_____
President of Council

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

	Yea	Nay
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Ord. No. 2026-027 Amended: _____
1st Rdg. 04-06-26 Ref: PC, P&E
2nd Rdg. _____ Ref: _____
3rd 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: April 6, 2026

Second reading: _____

Third reading: _____

Public Hearing: _____

Referred to Planning Commission

April 7, 2026

Approved: Favorable recommendation by the Planning Commission

April 9, 2026

_____
President of Council

Date Passed:_____

	Yea	Nay
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Approved:_____
Mayor

Date Approved:_____

Attest:_____
Clerk of Council

Ord. No. 2026-028 Amended:_____
1st Rdg. 04-06-26 Ref: PC / P&E
2nd Rdg._____ Ref:_____
3rd 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;

DAVEY Resource Group

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

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.

DAVEY Resource Group

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

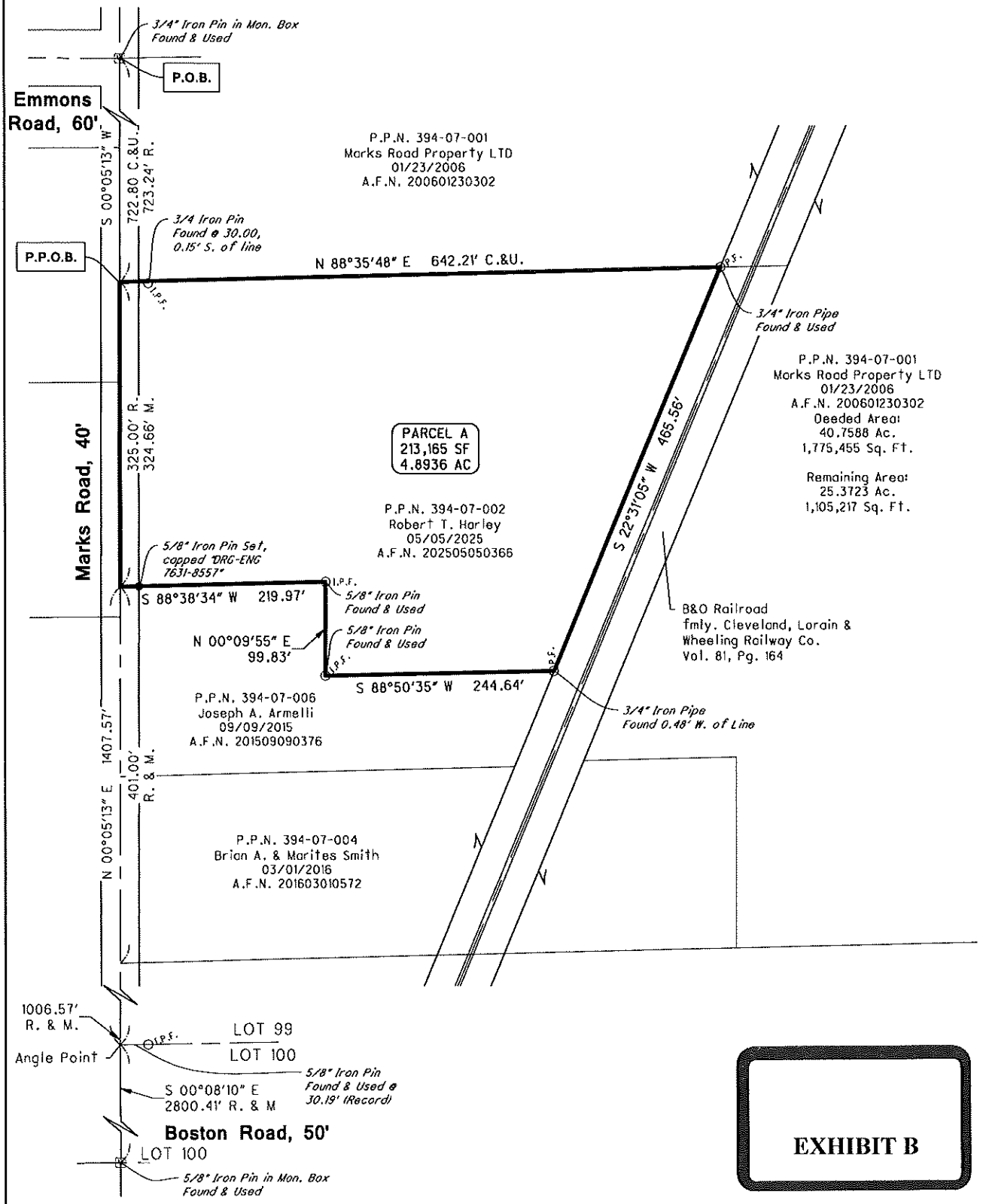
Rezoning Exhibit

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



Davey Resource Group	SCALE 1 IN FEET 1 inch = 100 ft.	REZONE		DOUGLAS M. HARLEY	PROJECT NUMBER 2604	DATE 2026-03-16

File: I:\Dgc eng projects\2604 strongsville marks road\dwg\2604 rezoning exhibit.dwg Saved: 3/16/2026 10:17 AM (dellDM6) Plotted: 3/16/2026 10:18 AM (dellDM6) Plotstyler (IDC 2018.ctb) Scale: (1:1) Page Setup: (----)

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

_____
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

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

_____
Notary Public

My commission expires: 12/6/29

NOTARIAL SEAL
STATE OF OHIO

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

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.

Acreage: 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. Robert T. Harley	100 %
2.	%
3.	%

Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

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

Notary Public

NOTARIAL SEAL STATE OF OHIO

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

My commission expires 12/6/29

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)

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

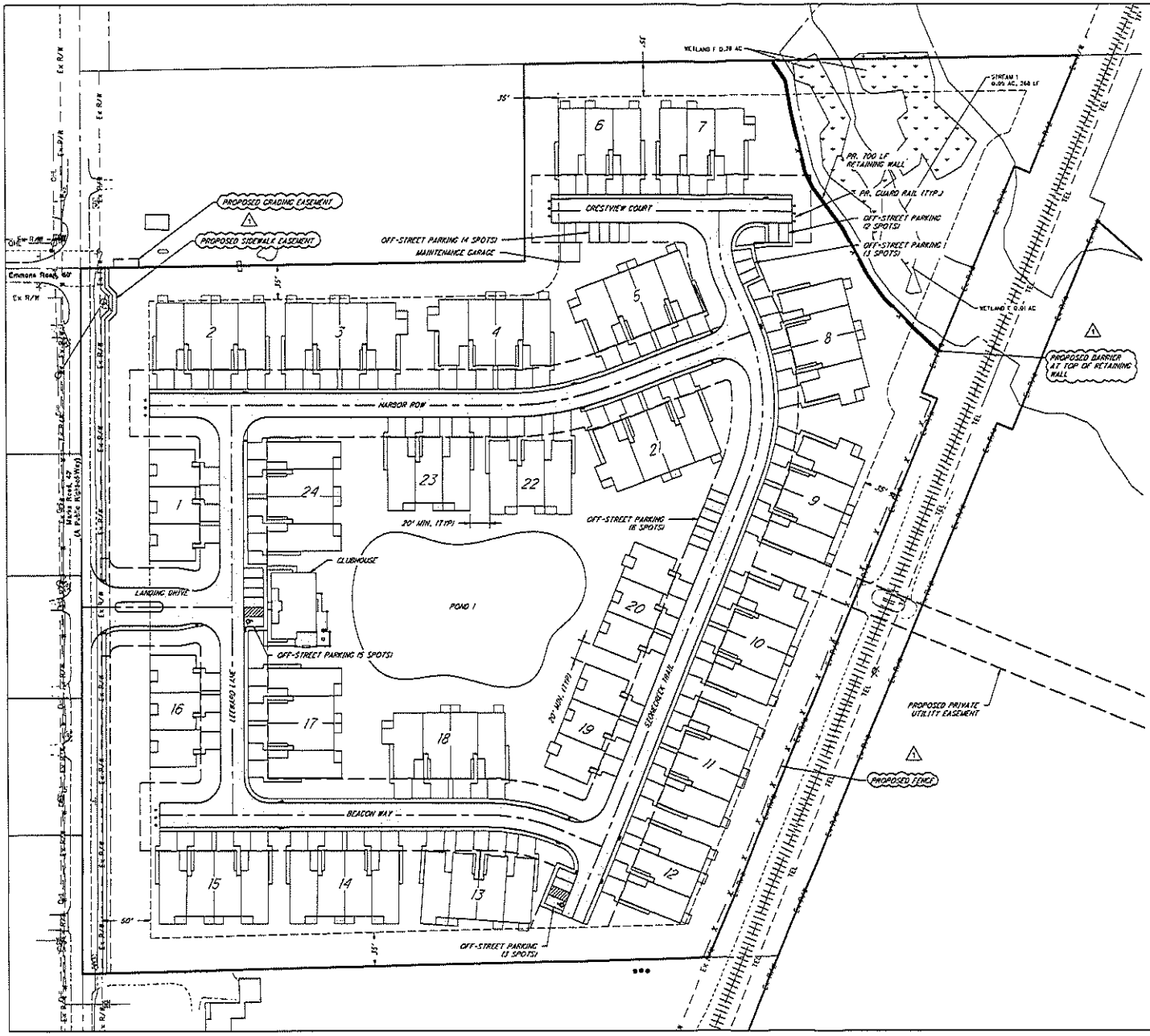
Re: Rezoning Application
PPN 394-07-002
17963 Marks Road
GI-A to RT-C

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: 15.38 AC
-0.33 AC EXISTING RIGHT-OF-WAY AREA
15.05 AC NET PROJECT AREA
PARCEL OWNER: MARKS ROAD PROPERTY LTD
ZONING DISTRICT: RESIDENTIAL TOWNHOUSE CLUSTER (R-TC)

	PER CODE	SHOWN
-MIN. PROJECT AREA:	N/A	15.05 AC
-MAX. DENSITY:	6.0 DU/AC(90)	5.71 DU/AC (86)
-MIN. LOT WIDTH:	150'	723'
-MAX. LAND COVERAGE-BLDGS.:	35% (5.27 AC)	22.8% (3.43 AC)
-MIN. FRONT YARD:	50'; COLLECTOR	50'; MARKS RD.
	20'; LOCAL	20'; INTERNAL
-MIN. SIDE YARD:	15'; OPEN SPACE	15'
	35'; SINGLE-FAM PL	35'
	50'; REAR BLDG.	50'
-MIN. BUILDING SEPARATION:	10' (SIDE)	20'
-MAX. BUILDING HEIGHT:	2 STORIES	2 STORIES
-MAX. WALL W/O OFFSET:	66'	42'
-MAX. TOTAL WALL LENGTH:	135'	126'
-MAX. UNITS PER BUILDING:	6	6

UNIT INFORMATION:

No.	TYPE	PERCENT
16	WINDSOR	18%
10	WINDSOR SIDE SUNROOM	12%
15	WINDSOR REAR SUNROOM	17%
34	CANTERBURY	39%
10	SANIBEL	12%
2	SANIBEL 3 BDRM.	2%

87 TOTAL UNITS

BUILDING INFORMATION:

No.	TYPE
20	WINDSOR/CANTERBURY
4	SANIBEL

24 TOTAL BUILDINGS

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

NOTE: CURB RAMPS WILL BE NEEDED FOR STREET CROSSINGS

0 25 50 SCALE IN FEET 1 INCH = 50 FT.

THE VILLAS AT MARKS LANDING
SITE PLAN
1 CITY OF STRONGSVILLE 12/02/2025

PROJECT NUMBER 2504
DATE 2025-12-12
6 / 42

Davey Resource Group
DAVEY Resource Group

CONCEPT LAYOUT (11)

FOR

CITY OF STRONGSVILLE MARKS ROAD-SOUTH

CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, STATE OF OHIO

SITE INFORMATION:

SITE LOCATION: 17963 MARKS ROAD, STRONGSVILLE, OHIO 44149
PARCEL NUMBER: 394-07-002
PARCEL AREA: 4.68 AC
±0.15 AC EXISTING RIGHT-OF-WAY AREA
4.53 AC NET PROJECT AREA
PARCEL OWNER: MARKS ROAD PROPERTY LTD
ZONING DISTRICT: RESIDENTIAL TOWNHOUSE CLUSTER (R-TC)

	PER CODE	SHOWN
-MIN. PROJECT AREA:	N/A	20.27 AC 15.38 AC NORTH 4.89 AC SOUTH
-MAX. DENSITY:	6.0 DU/AC(120)	5.57 DU/AC (113) 87 NORTH 33 SOUTH, MAX. 26 SOUTH, SHOWN
-MIN. LOT WIDTH:	150'	324'
-MAX. LAND COVERAGE-BLDGS.:	35% (XX AC)	X.X% (XX AC)
-MIN. FRONT YARD:	50';COLLECTOR 20'; LOCAL	50'; MARKS RD. 20'; INTERNAL
-MIN. SIDE YARD:	15'; OPEN SPACE 35'; SINLG-FAM PL 50'; REAR BLDG.	15' 35' 50'
-MIN. BUILDING SEPARATION:	10' (SIDE) 50' (REAR)	20' 50'
-MAX. BUILDING HEIGHT:	2 STORIES	2 STORIES
-MAX. WALL W/O OFFSET:	66'	42'
-MAX. TOTAL WALL LENGTH:	135'	127.2'
-MAX. UNITS PER BUILDING:	6	4

UNIT INFORMATION:

No.	TYPE	PERCENT
7	WINDSOR	27%
2	WINDSOR SIDE SUNROOM	7.7%
2	WINDSOR REAR SUNROOM	7.7%
11	CANTERBURY	42%
2	PRAGUE	7.7%
2	SANIBEL	7.7%

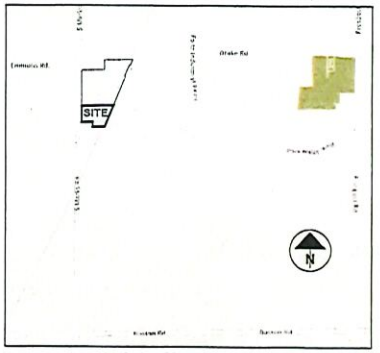
26 TOTAL UNITS

BUILDING INFORMATION:

No.	TYPE
5	WINDSOR/CANTERBURY
1	WINDSOR/CANTERBURY/PRAGUE
1	SANIBEL

7 TOTAL BUILDINGS

PROPOSED OPEN SPACE: XX AC (XX%)
PROPOSED GUEST PARKING: 7 SPACES (1 PER EACH 3.7 UNITS, 26 DU SOUTH)
PROPOSED LINEAR FEET OF PAVEMENT: 1,032 LF (39.7 LF/D.U., SOUTH)



LOCATION MAP
NO SCALE

DESIGN ENGINEER:
DAVEY RESOURCE GROUP, INC.
1310 SHARON COPLEY ROAD
P.O. BOX 37
SHARON CENTER, OHIO 44274
TRAVIS G. CRANE, P.E.
330-590-8004

DAVEY Resource Group

SCALE (IN FEET)
1"=0 = 50 ft.

CITY OF STRONGSVILLE
MARKS ROAD - SOUTH
CONCEPT LAYOUT - 11

PROJECT NUMBER
2904

DATE
2026-02-02

1/1

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 037

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTION 1252.16 PROJECTIONS INTO YARDS OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING ACCESSORY BUILDINGS AND UNENCLOSED STRUCTURE OVERHANGS IN RESIDENTIAL DISTRICTS, 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 Section 1252.16 Projections into Yards of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

CHAPTER 1252
Residential Districts

* * *

1252.16 PROJECTIONS INTO YARDS.

A projection is that part or feature of a building which extends or projects outside of the main building walls. It is intended that certain features may project into required yards but they shall be regulated so as not to substantially interfere with the reception of sun, light, air and the use of adjacent lots. Building features may project into a front, side or rear yard of a dwelling as follows:

(a) Architectural Features. A belt course, balcony, cornice, gutter or chimney may project into a front and side yard for a distance of two feet provided no part is less than three feet from any side lot line.

(b) Entrance Features. Ground level open platforms, landings, or terraces not exceeding 120 square feet in area may extend up to ten feet into the required front yard. Steps or other features not extending above the first floor level of a building may extend up to six feet into a required front yard and three feet into a required side yard provided that no part is less than three feet from any lot line.

(c) Enclosed Shelters. An enclosed entry, enclosed porch or enclosed deck may be constructed as part of the dwelling, but shall not project into any required yard area.

(d) Unenclosed Shelters. An entrance hood or open but roofed porch may project up to six feet into a required front yard or required rear yard and three feet into a required side yard.

(e) Unenclosed Patio or Deck.

(1) On a lot with a one-family dwelling or two-family dwelling, an unenclosed patio or deck may project into a required rear yard provided such deck or patio is set back not less than five (5) feet from any side or rear lot line, and does not encroach into any easement.

(2) On a lot with a one-family cluster or a townhouse dwelling, an unenclosed patio or deck may project into a required rear yard provided such deck or patio is set back not less than ten (10) feet from the rear lot line, and does not encroach into an easement, and thirty-five (35) feet from any adjoining side or rear lot line of any single family dwelling lot and does not encroach into any easement; except that, if the Planning Commission has approved the location and arrangement of unenclosed patios or decks for the cluster or townhouse area in conjunction with the approval of the detailed site plan of such area, then such approval shall govern.

(f) Maximum Impervious Area. Regardless of any other provisions in Sections 1252.15 and 1252.16, the aggregate area of decks, shelters, patios, sheds, gazebos, or any other accessory building or use, and other features with impervious surfaces shall not cover more than fifty percent (50%) of any designated rear yard area.

(g) Accessory Buildings and Unenclosed Structure Overhangs. The overhang of an accessory building or unenclosed structure shall not extend more than two (2) feet beyond the vertical exterior wall of an accessory building or vertical support of an unenclosed structure. The distance for setback purposes shall be measured from the exterior wall of an accessory building and the vertical support of an unenclosed structure.

~~(Ord. 2023-159. Passed 1-16-24.)~~

Section 2. That in case of conflict between any provision of this Ordinance and any other ordinance or resolution, or part thereof, the provisions of this Ordinance shall prevail and apply, unless a conflicting provision is deemed to be more restrictive.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is necessary to provide for the appropriate regulation of accessory buildings and unenclosed structure overhangs. 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: _____

_____
President of Council

Date Passed:_____

	Yea	Nay
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Approved:_____
Mayor

Date Approved:_____

Attest:_____
Clerk of Council

Ord. No. 2026-037 Amended:_____
1st Rdg._____ Ref:_____
2nd Rdg._____ Ref:_____
3rd Rdg._____ Ref:_____

Public Hrg._____ Ref:_____
Adopted:_____ Defeated:_____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 038

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH A FIRM OF PROFESSIONAL ENGINEERS TO PROVIDE ENGINEERING AND CONSULTING SERVICES IN CONNECTION WITH THE SIDEWALK COMPREHENSIVE PLAN PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Resolution No. 2025-137, Council authorized the Mayor to request proposals for engineering and consulting services in connection with the Sidewalk Comprehensive Plan Project (the "Project"); and

WHEREAS, various proposals were received, the proposers were ranked in accordance with law, and Council is desirous of proceeding to award and enter into a contract for such services with the firm ranked as the best qualified and best proposer.

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

Section 1. That the Mayor be and is hereby authorized and directed to execute and enter into a contract with **ENVISION GROUP, LLC**, a firm of professional engineers and the best qualified and highest ranked firm in a total amount not to exceed $122,320.00 to provide engineering and consulting services in connection with the Sidewalk Comprehensive Plan Project in the City of Strongsville, in accordance with its Scope of Services proposal and related forms and documents comprising a contract, copies of which are attached hereto as Exhibit A, and/or on file with the City Engineer, and which, in all respects, are hereby approved.

Section 2. That the funds necessary for the purposes of this Ordinance 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 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, and for the further reason that it is immediately necessary to provide engineering and consulting services on the Project in order to prepare a plan to properly construct and maintain the City's sidewalks, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

_____
President of Council

Date Passed:_____

	Yea	Nay
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Approved:_____
Mayor

Date Approved:_____

Attest:_____
Clerk of Council

Ord. No. 2026-038 Amended:_____
1st Rdg._____ Ref:_____
2nd Rdg._____ Ref:_____
3rd Rdg._____ Ref:_____

Public Hrg._____ Ref:_____
Adopted:_____ Defeated:_____

Envision | Envision Group LLC
2249 Elm Street, Suite 419
Cleveland, OH 44113
www.envisiongroupllc.com

April 8, 2026

Mr. Ken Mikula, PE
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

Scope of Services - City of Strongsville Sidewalk Comprehensive Plan

Dear Mr. Mikula,

Envision Group LLC (Envision) is thrilled to submit this scope of services to develop a Sidewalk Comprehensive Plan for the City of Strongsville (City). Our firm's interdisciplinary approach to the strategic planning process will provide a streamlined action plan that is straightforward, practical, and implementable while engaging the community in each step of the process to ensure public and stakeholder buy-in that helps ensure implementation.

Plan Phases

The proposed scope of work will be performed using a four-phase process approach:

1) **Data Collection (Duration: 2 months)** - During Phase I, the Envision team will develop a comprehensive sidewalk inventory throughout the City that identifies sidewalk network gaps and walk deficiencies at intersections that do not meet current ADA requirements. Pedestrian crash data will also be analyzed and integrated into the sidewalk inventory. Envision will use existing GIS data (City, County, NOACA, or ODOT TIMS) where applicable, to supplement the sidewalk inventory. It is anticipated that existing right-of-way widths, contours, utility, parcel, and pedestrian crash data will be pulled from these sources. Major pedestrian trip generators such as parks, schools, and neighborhood retail/commercial services will also be identified. The sidewalk inventory will be logged via ArcGIS and will be easy to integrate into the City's existing GIS inventory.

2) **Goals & Priorities (Duration: 2 months) –** In Phase II the Envision team will work with the steering committee and city staff to establish goals and criteria that will prioritize future sidewalk improvements. Envision anticipates five to seven criteria will be established to objectively rank needed sidewalk improvements. Criterion may evaluate a variety of elements potentially including each recommendation's linkages to surrounding amenities, constructability, public

Ex. A

support, funding competitiveness, or other desired outcomes. A ranking system will be established that allocates points (1 to 4 scale, with 4 being the highest) to each recommendation based on how well they meet each criterion. This will be the basis for the scoring within the implementation matrix in Phase IV.

3) **Recommendations (Duration: 3 months)** - In Phase III Envision team will engage the steering committee and community in the iterative process to develop sidewalk recommendations. Our team will develop design concepts to address existing sidewalk gaps/deficiencies. Design concepts will account for physical constraints including roadway drainage systems (shallow ditch vs. curb and gutter), utility location and size, topographic features (steep slopes), mature trees, and right-of-way width. These concepts will be preliminary in nature and meant to address many similar locations within the City. Based on the site constraints, cost effective design concepts will be developed. Concepts will include adjacent sidewalk and buffered sidewalk alternatives based on current ODOT Location and Design Manual standards. In some instances, the existing physical constraints may be extensive and sidewalk improvements may be cost prohibitive. In these instances, our team will investigate alternative solutions including recommending walk on only one side of the corridor or reducing walk widths to accommodate a connection. If a connection is still not feasible, the gap will be identified. All sidewalk gaps will be assigned a design concept and illustrated on the citywide sidewalk recommendations map. More detailed maps will be developed to illustrate sidewalk gaps and design concepts within each of the City's four (4) wards.

4) **Implementation (Duration: 3 months)** - The final phase will entail creating the Comprehensive Sidewalk Plan document and providing a multi-faceted toolkit to strategically guide plan implementation. The implementation matrix will be dynamic and multifaceted, prioritizing sidewalk improvements throughout the City based on a series of defining criteria established in Phase II, phasing improvements into fundable segments based on preliminary cost estimates and pairing those segments with the most relevant funding sources and/or strategies. A citywide matrix will be developed, as well as a matrix for each of the City's four (4) wards. Recommendations that rank as high priorities (having a weighted average over 3 based on criteria established in Phase II) will have preliminary cost estimates developed to support future grant applications and construction planning. Grant funding sources and funding strategies will be detailed within the plan document to provide the City with guidance when pursuing outside funding.

   Envision will provide the City with the Plan in a single compiled electronic document and in print. Envision will also provide individual chapters of the Plan in a modular format for ease of posting weblinks for computer and mobile device viewing. Envision will develop a City-approved document template that incorporates infographics and icons to ensure the readability, organization, and visual appeal of the Plan.

Meetings & Public Engagement

Envision will be responsible for participating in a series of six (6) steering committee meetings, and three (3) public forums.

Steering Committee Meetings

Envision will facilitate bi-monthly meetings with a Steering Committee comprised of a cross section of appointed community representatives. The Steering Committee participants will be established at the start of the planning process in a joint effort between City and Envision, with final approval by City. Envision will lead an engaging discussion with the Steering Committee and develop an agenda, with City direction and approval, prior to each meeting. Envision will be responsible for providing the City with a meeting packet including the agenda and relevant review materials for email distribution prior to each Steering Committee meeting.

Public Forums

Envision will facilitate three (3) public forums to solicit public input on the Plan. The first public forum will take place during Phase II to solicit input on where residents walk today, what destinations they desire to walk to, and what sidewalk gaps inhibit these linkages. The second public forum will take place during the Phase III Recommendations to allow for community feedback on design concepts and ask residents about sidewalk prioritization. A third and final public meeting will take place in Phase IV and will share the draft plan document and implementation prioritizations and strategies.

Envision will be responsible for developing meeting flyers, displays, handouts, feedback forms, as well as a slideshow presentation. The meeting will consist of an open house format to allow attendees to engage in discussions with Envision and City staff at themed display stations. Envision will give a formal presentation, with a brief introduction by the City, summarizing highlights of the Plan efforts to date. Virtual versions of all in-person input exercises will be made available online to the public.

Community Survey via Maptionnaire

Envision utilizes Maptionnaire to harness community insights through interactive surveys that support inclusive planning and decision-making. Our team will develop map-based questionnaires to better understand the needs and desires of residents with regards to the existing sidewalk network. Responses can be integrated into GIS and mapped to better illustrate where improvements are needed.

Monthly Progress Meetings

Envision will participate in regular monthly progress meetings with the City Engineer. These progress meetings will discuss previous stakeholder/public feedback, ongoing work, upcoming meetings/outreach efforts, deliverable formats and project schedule, and current/proposed development projects that emerge.

Planning Commission & City Council Meetings

Envision will attend two Planning Commission and two City Council Meeting to facilitate official adoption of the plan document.

Other Meetings & Outreach Methods

Envision acknowledges the need for flexibility in a dynamic process and will meet with City staff/additional stakeholders at the direction of the City to review work product, facilitate outreach efforts and establish partnerships. Envision anticipates three additional in-person meetings.

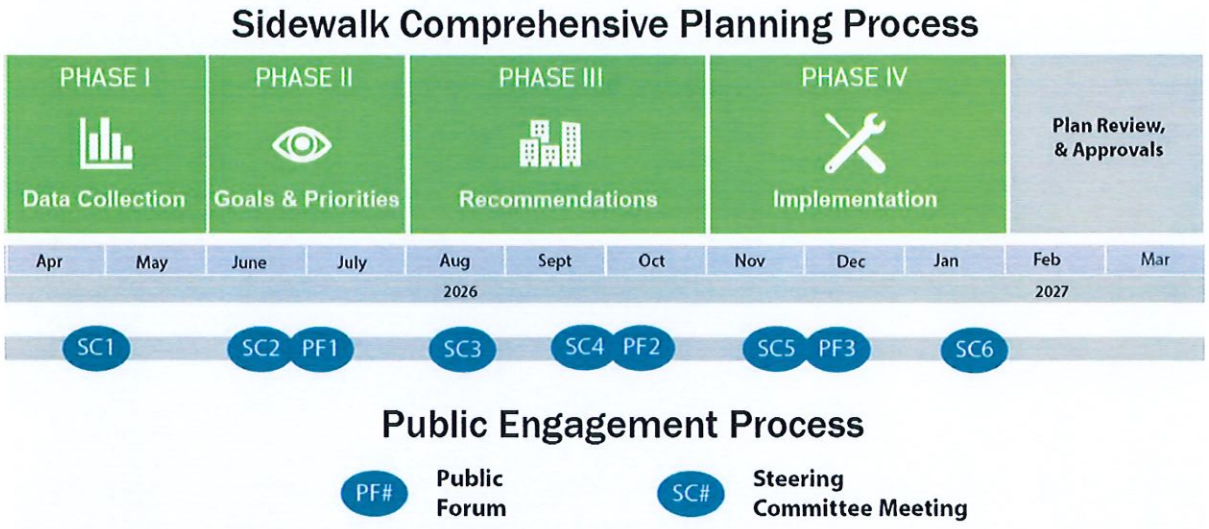
To maximize public participation in the planning process, Envision will develop "traveling" display boards with scannable QR codes that will be set up at community destinations and/or events for the public to provide feedback and comments on community needs, desires and potential initiatives. Attendance by

Envision at community events may also be required to fully engage stakeholders and the public in the planning process. Envision anticipates participating in two events throughout the planning process.

Plan Schedule

Envision will submit the final draft Plan within ten (10) months of Authorization to Proceed, understanding revisions may be necessary after that submittal to facilitate formal adoption by City Council.

An estimated schedule of Plan update activities is detailed below.



Compensation

Envision will provide the services outlined herein for a **lump sum fee of $122,320.** The total fee is inclusive of all reimbursable project-related costs including meeting attendance, printing, site visits, etc. Envision invoices monthly on a percentage of work completed basis. Our proposed fee is segregated by phase below.

Sidewalk Comprehensive Plan	
Phase I – Data Collection	$24,950
Phase II – Goals & Priorities	$16,150
Phase III - Recommendations	$30,260
Phase IV – Implementation & Plan Document	$28,580
Meetings & Public Engagement	$22,380
Plan Total	***$122,320***

Envision appreciates this opportunity to assist the City of Strongsville. If you have any questions regarding the scope and fee proposal, please feel free to contact me at 216-906-7866 or ryan.smalley@envisiongroupllc.com.

Yours truly,

Ryan Smalley, AICP, PE
Principal
Envision | Envision Group LLC
216.906.7866
ryan.smalley@envisiongroupllc.com

CITY OF STRONGSVILLE

By:_____
Thomas P. Perciak
Its: Mayor

Date:_____

ADDENDUM TO PROPOSAL
BETWEEN THE CITY OF STRONGSVILLE ("CITY") AND
ENVISION GROUP LLC ("ENGINEER") FOR
THE SIDEWALK COMPREHENSIVE PLAN PROJECT

1. **SUPPLEMENTAL FORMS.** The parties agree that the following forms as identified and attached hereto, when properly executed, shall become part of the within Agreement:

Affidavit
Statement as to Interested Parties
Non-Collusion Affidavit
Delinquent Personal Property Tax Affidavit
Affirmative Action Certificate
Certification and Representation (ORC §3517.13, as amended)
Declaration and Representation (ORC §9.24)

2. **INSURANCE.** Engineer shall maintain throughout the duration of this Agreement insurance in the following amounts:

(a) Worker's Compensation and Employer's Liability

Worker's Compensation	Statutory
Employer's Liability	$500,000/$500,000/$500,000

(b) Comprehensive Automobile Liability
$1,000,000 combined single limit Bodily Injury and Property Damage

(c) Comprehensive General Liability including environmental coverage, (naming the City as additional insured)

$1,000,000	per occurrence
$2,000,000	annual aggregate
$2,000,000	product/completed operations per occurrence
$1,000,000	personal injury/advertising liability

(d) Umbrella/Excess Liability

$2,000,000	per occurrence
$2,000,000	annual aggregate
$2,000,000	products aggregate

(e) Professional Liability Insurance (including errors and omissions) in an amount of $1,000,000 per claim and annual aggregate, provided that such coverage shall be maintained for a period of not less than two (2) years after completion of the construction of the Projects.

The foregoing policies shall be with responsible carriers qualified to do business within the State of Ohio, and shall contain a provision that coverage will not be cancelled or failed to be renewed until at least (30) days' prior written notice has been given to the City as Owner. Certificates of Insurance showing such coverage to be in force shall be filed with the City

through its Director of Finance prior to commencement of the Services and shall be in proper form.

Engineer hereby agrees to maintain the insurances described above during the term hereof. If Engineer fails to furnish and maintain the insurances required, the City may purchase such insurance on behalf of Engineer, and Engineer shall pay the cost thereof to the City upon demand and shall furnish to the City any information needed to obtain such insurance.

3. ENGINEER'S INDEMNIFICATION. Engineer hereby agrees to defend, indemnify and hold harmless the City and any of its officers or employees from all loss, damage, cost or expense, including but not limited to attorney's fees and expert witness fees, arising out of or in any way caused by:

(a) Engineer's negligent performance of services under this Agreement;

(b) Claims, suits or actions of every kind and description when such suits or actions are caused by negligent, willful and/or wanton acts, and/or errors or omissions of Engineer, its officers, employees, consultants, subconsultants, and/or subcontractors; or

(c) Injury or damages received or sustained by any party because of the negligent willful and/or wanton acts, and/or errors or omissions of Engineer, its officers, employees, consultants, subconsultants, and/or subcontractors.

Engineer shall include a same or similar indemnity provision in each of its contracts with any approved consultant, subconsultant, and subcontractor, which requires that such person or entity defend, indemnify and hold harmless the City, its officers and employees from all loss, damage, cost, or expense to the extent caused by the negligence, error, omission, or willful or wanton misconduct of such person or entity.

4. POWERS OF THE CITY. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City as Owner, including, but not limited to, the City's authority to enter into a similar agreement with any other entity.

5. NONDISCRIMINATION. Engineer agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, creed, gender, national origin, sexual preference, or disability.

6. NON-WAIVER. Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of any subsequent breach of any agreement, condition or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.

7. **NOTICES.** Any notice or other communication required or permitted hereunder shall be deemed to be properly given when sent by certified or registered mail, postage prepaid, return receipt requested, or when hand delivered, and addressed as follows:

If to City:
City Engineer
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
with a copy to the Law Director

If to Engineer:
Ryan Smalley, AICP, PE
Principal
Envision Group LLC
2249 Elm Street, Suite 419
Cleveland, Ohio 44113

Either party may at any time, by giving ten (10) days' written notice to the other party, designate any other address in substitution of the foregoing address to which the notice or communication shall be transmitted.

8. **PARAGRAPH HEADINGS.** The paragraph headings contained herein are merely for convenience and reference, and are not intended to be a part of this Agreement, or in any manner to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

9. **LEGAL RELATIONSHIP OF PARTIES.** It is expressly understood and agreed that during the term of this Agreement, Engineer shall be engaged in the provision of services solely as an independent contractor, and shall have no right to control City's officials, employees, agents, contractors, or representatives. It is further expressly understood that Engineer's officers, employees, agents, contractors, and representatives are acting solely and exclusively under the direction and control of Engineer. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the City and Engineer, its officers, employees, agents, contractors or representatives; and Engineer shall have no authority whether express, implied, apparent or otherwise to bind or obligate the City in terms of any third parties.

10. **NO PARTNERSHIP.** Nothing contained herein shall make, or be deemed to make, the City and Engineer a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.

11. **COMPLIANCE WITH CERTAIN STATE LAWS.** Engineer is in compliance with and shall abide by any applicable reporting provisions of O.R.C. Sections 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to the campaign committees of certain City's officials.

12. **SINGULAR AND PLURAL.** Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

13. **BINDING EFFECT AND SUCCESSORS AND ASSIGNS.** This Agreement and all of the covenants hereof shall be binding upon and inure to the benefit of both the City and Engineer, and their respective partners, successors, permitted assigns and legal representatives.

Neither the City nor Engineer shall have the right to assign or transfer its interests or obligations hereunder without the advance written consent of the other party.

Acceptance of the terms of this Addendum to Scope and Fee Proposal/Agreement is acknowledged by both Engineer and City through the following signatures of their respective authorized representatives.

"CITY" **CITY OF STRONGSVILLE**	**"ENGINEER"** **ENVISION GROUP LLC**
By:_____ Signature	By:_____ Signature
Thomas P. Perciak, Mayor Typed Name/Title	Ryan Smalley, Principal Typed Name/Title
_____ Date of Signature	_____ Date of Signature

CERTIFICATION OF FUNDS

I, Eric R. Dean, Director of Finance of the City of Strongsville, Ohio hereby certify that the money to meet this Contract has been lawfully appropriated for the purpose of the Contract and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

_____ Date	_____ Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Contract this ____ day of _____, 2026.

_____
Neal M. Jamison, Law Director

CITY OF STRONGSVILLE, OHIO

REQUEST FOR QUALIFICATIONS AND PROPOSALS

for

ENGINEERING AND CONSULTING SERVICES
FOR
CITY OF STRONGSVILLE SIDEWALK COMPREHENSIVE PLAN

December 12, 2025

Submission Due

January 16, 2026

CITY OF STRONGSVILLE

LEGAL NOTICE
REQUEST FOR QUALIFICATIONS AND PROPOSALS
ENGINEERING AND CONSULTING SERVICES
SIDEWALK COMPREHENSIVE PLAN

The City of Strongsville will receive sealed qualifications and letters of interest for engineering and consulting services, from qualified firms, for the planning, research, and development of the City's SIDEWALK COMPREHENSIVE PLAN.

The selected firm will be responsible for conducting an extensive analysis and prioritization of areas of the City where sidewalks are needed as well as creating an inventory of existing sidewalks, documenting their condition and location, denoting deficiencies and provide recommendations to ensure walkability, livability, safety, and achieve compliance with local, state, and federal requirements including those of the Americans with Disabilities Act (ADA).

Project Scope:

The SIDEWALK COMPREHENSIVE PLAN shall establish multi-phase, strategic plan for the systematic completion, repair, and upgrade of the City's sidewalk infrastructure network. The work will include:

- Identify and map on existing City GIS system, the existing sidewalk infrastructure network.
- Assess the condition of and identify deficiencies in the existing sidewalk infrastructure network.
- Locate and identify gaps in the sidewalk infrastructure network.
- Conduct stakeholder outreach to get priority feedback.
- Provide planning level construction costs and recommendations for prioritization, funding sources, and phased implementation of sidewalk infrastructure improvements.

It is anticipated that the selected consultant will be authorized to proceed on or about February 16, 2026. Only firms with specific experience in the planning, research, and development of a city's sidewalk comprehensive plan should respond. Minimum qualifications for the project will include:

1. Competence to perform the required planning, research, and development services as indicated by the technical training, education, and experience of the consultant's personnel;
2. Ability in terms of workload and the availability of qualified personnel, equipment, and facilities to perform the required services competently and expeditiously;
3. Past performance as reflected by the evaluations of previous clients, including those in the public sector with respect to factors such as control of costs, quality of work, and meeting of deadlines; and

4. Maintenance or coverage by, during the period of rendering the services, of a professional liability insurance policy with a company authorized to do business in the State of Ohio, and that affords professional liability coverage for the professional design services rendered in an amount considered sufficient by the City of Strongsville, as per Ohio Revised Code Section 153.70.

Four copies of letters of interest and qualifications for engineering design and consulting services should be deposited with the City Engineer, Ken Mikula, at 16099 Foltz Parkway, Strongsville, Ohio 44149, no later than 4:30 p.m., on January 16, 2026. NO FINANCIAL TERMS WILL BE PRESENTED WITH THE PROPOSALS, IN ACCORDANCE WITH LAW. All pertinent information, City requirements, and applicable forms may be obtained from the Office of the City Engineer at the above address between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. The City of Strongsville reserves the right to reject any or all proposals, waive any informalities or minor defects in the proposals received, and accept any proposal which it deems most favorable to the City. The City of Strongsville is an Equal Opportunity Owner/Employer.

By Order of the Mayor of the City of Strongsville, Ohio

Thomas P. Perciak, Mayor

Advertisements in Plain Dealer

December 12, 2025
December 19, 2025

December 12, 2025

SIDEWALK COMPREHENSIVE PLAN
City of Strongsville, Ohio
Response Due Date: January 16, 2026

The City of Strongsville is requesting sealed and marked Letters of Interest (LOI) from qualified firms to provide engineering and consulting services, for the planning, research, and development of the City's SIDEWALK COMPREHENSIVE PLAN.

The plan is to be completed and on file with the City of Strongsville within twelve (12) months from the date of authorization.

It is anticipated that the selected Consultant will be authorized to proceed by February 16, 2026.

Scope of Services

Data Collection
- Inventory of existing sidewalks
- Update City GIS
- Identify deficiencies, gaps, ADA compliance
- Review crash data
- Identify safety issues

Define Goals and Priorities
- Develop criteria for prioritization
- Identify high pedestrian draw areas

Public Engagement
- Host public meetings, online surveys, etc.
- Coordinate with schools, churches, etc.
- Compile data

Develop design concepts
- ADA guidelines
- ODOT standards
- Identify drainage/ topographic constraints
- Identify utility constraints
- Identify right of way constraints/property impacts, physical and financial

Sidewalk Comprehensive Plan document
- Develop priority phasing implementation plan
- Develop planning level cost estimates
- Develop funding strategy

Selection Procedures

The City will directly select a consultant based on the Letter of Interest (LOI) submission after evaluation and ranking firms, any interviews which the City may deem necessary to conduct within its sole discretion, and then negotiation of a contract with the firm ranked number one, including negotiation of a fair and reasonable fee for the work based upon the final scope of services, in accordance with the requirements of the Ohio Revised Code Sections 153.65 - .71.

The City will review and evaluate the submitted proposals applying, among other things, the following criteria:

1. Firms recent experience, knowledge, and familiarity with planning, researching and developing comprehensive sidewalk plans.

2. Specific qualifications of the primary staff, who will manage, supervise and provide services, including the team members experience working together on similar projects.

3. Experience of subconsultants or associated firms on similar projects.

4. Firms demonstrated ability to meet budgets and schedules.

5. Firms current workload and availability of key personnel.

6. Project understanding and approach.

7. Firms financial ability to undertake the work and assure the liability, as well as adequacy of an accounting system to identify costs chargeable to the project.

Firms interested in being considered for selection shall respond by submitting an original and three (3) copies of the Letter of Interest by 4:30 PM on the response due date listed above by standard mail to:

Mr. Ken Mikula, City Engineer
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
(440) 580-3120

Responses received after 4:30 p.m. on the response due date will not be considered.

All materials in response to this RFQ become the property of the City and will not be returned. Additionally, when responded to, all responses to the RFQ become a matter of public record and shall be regarded as public records.

The City of Strongsville reserves the right to accept or reject any or all proposals received as a result of this RFQ. The City also reserves the right to waive any informality, technical defect or clerical error or irregularity in any proposal. Additionally, the City may, for any reason, decide not to enter into an agreement as a result of this RFQ.

Requirements for Letters of Interest

A. Instructions for Preparing and Submitting a Letter of Interest

1. Provide the information requested in the Letter of Interest Content (Item B below), in the same order listed, in a letter signed by an officer of the firm. Do not send additional forms, resumes, brochures, or other material.

2. Letters of Interest shall be limited to twenty-five (25) 8½" x 11" single sided pages plus two (2) pages for the Project Approach (Item B.6 below).

3. Please adhere to the following requirements in preparing and binding letters of interest:

   a. Please use a minimum font size of 12-point and maintain margins of 1" on all four sides.
   b. Page numbers must be centered at the bottom of each page.
   c. Use 8½" x 11" paper only.
   d. Bind letters of interest by stapling at the upper left hand corner only. Do not utilize any other binding system.
   e. Do not provide tabbed inserts, photographs or other features that may interfere with machine copying.

B. Letter of Interest Content

1. Provide name of the firm, location of office, and person of contact.

2. Brief description of history and capabilities of the firm.

3. List significant subconsultants, if any, their current prequalification categories and the percentage of work to be performed by each subconsultant.

4. List the Project Manager and other key staff members, including key subconsultant staff. Include project engineers for important disciplines and staff members that will be responsible for the work, and the project responsibility of each.

   Address the experience of the key staff members on similar projects, and the staff qualifications relative to the selection subfactors noted.

5. Describe the capacity of your staff and their ability to perform the work in a timely manner, relative to present workload, and the availability of the assigned staff.

6. Provide a description of your Project Approach. Address your firm's: 1) Technical approach; 2) Understanding of the project; 3) Your firm's qualifications for the project; 4) Knowledge and experience concerning relevant design standards, procedures and similar documents; 5) Innovative ideas and technology; 6) Your firm's project specific plan for ensuring increased quality, reduced project delivery time and reduced project costs. 7) Public participation strategy, and your strategy to ensure input from city representatives.

Communications

All potential respondents are required to submit any questions related to this project or selection process via e-mail for the purpose of ensuring that answers can be distributed to all registered respondents. Any questions regarding this RFQ should be submitted to Ken Mikula, City Engineer, at ken.mikula@strongsville.org. E-mailed questions must be received by Wednesday January 7, 2026, 12:00 p.m. No questions received after that date will be given any consideration. Answers to questions that change or substantially clarify the RFQ will be included in a RFQ addendum. Any RFQ addendum will be e-mailed to registered respondents. Registered proposers will acknowledge the receipt of each addendum issued also via e-mail.

OTHER PROPOSAL REQUIREMENTS

A. Proposal Document Completion.

1. **Disclosure of Ownership Interests.** The proposer is instructed to fill out and sign the Disclosure of Ownership Interests statements found in this document.
2. **Non-Collusion Affidavit.** The proposer is instructed to fill out and sign the Non-Collusion Affidavit found in this document.
3. **Proposal Execution Page.** The Proposal Execution Page (by a corporation, partnership or a sole proprietor) must be properly signed, attested, notarized and affixed with the corporate seal as applicable. Proposals failing to include the proper signatures will be deemed informal documents and may be subject to rejection and non-consideration.
4. **Other Forms.** The Proposer also shall fill out the following attached forms: Delinquent Personal Property Statement; Affirmative Action Certificate; Certification and Representations in Accordance with O.R.C. §3517.13 (As Amended); and No Unresolved Findings for Recovery.

B. Indemnification/Insurance. The successful proposer agrees to have sufficient liability insurance and professional liability and/or errors and omissions coverage, and to indemnify the City and hold it harmless against:

1. Any and all losses and liabilities for personal injury, death, or property damage arising out of, or as a consequence of any work performed under the contract.
2. Any and all expenses related to claims or lawsuits resulting from the above, including court costs and attorney fees.
3. Any and all expenses, penalties and damages incurred by reason of proposer's failure to obtain any permit or license under or comply with any applicable laws, ordinances or regulations.
4. Any and all errors or omissions in connection with providing the required services.

C. Proposal Deposit. No proposal deposit is required.

D. Qualifying Participants. The City has issued this RFQ and intends to contract on the basis of it with selected proposer(s).

Joint venture proposals will be accepted. If such a proposal is submitted, full data regarding each joint venturer shall be submitted and proposal documents shall be executed by each.

Proposer shall identify any subcontractor relationships, and, in such event, proposer shall assume total responsibility for all performance under the contract.

E. Nondiscrimination. Proposers shall not discriminate against any person on the basis of race, creed, color, national origin, handicap, gender, age or religion, or commit an unfair labor practice in the performance of the contract. The provision shall be incorporated within the provisions of any contracts entered into with any firm(s) retained or employed to perform any services in connection with the award of this contract.

F. Proposer Site Inspection. A duly authorized representative of the City may make such investigation as it deems necessary to determine the ability of the proposer to furnish the required services, including but not limited to making a site inspection of any of the proposer's current facilities.

G. Additional Information. The proposers shall be obligated to furnish to the City additional information and/or data as the City may request for the purpose of evaluating the proposal.

H. Familiarization with Conditions. Proposers shall be thoroughly familiar with the terms and conditions of the RFQ, and acquainted with all available information regarding difficulties which may be encountered and conditions under which the work contemplated must be accomplished.

Proposers will not be relieved from assuming all responsibility for properly identifying the problems and the estimated cost of performing the services required due to any failure to investigate the conditions, or to become acquainted with all information, schedules, and liability concerning the services to be performed.

I. Compliance with Certain Federal and State Laws. Proposers shall comply with applicable anti-terrorism requirements; reporting and other provisions of O.R.C. 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to campaign committees of certain City officials.

AFFIDAVIT

STATE OF _____)
) **SS:**
COUNTY _____)

_____, whose title is _____, being first duly sworn, deposes and says that he/she is the sole owner, authorized partner, or authorized officer or agent of _____, the party making the enclosed Proposal, and says further that said _____ (sole owner, authorized partner, or authorized officer or agent) is/are the only party/parties interested in the profits of any Contract which may result from the herein contained Proposal; that said Proposal is made without any connection or interest in the profits thereof with any other person making any other Proposal for said work; that no member of the City Administration, head of any department or division or employee therein, or any officer of the City of Strongsville, Ohio, is directly or indirectly interested therein; that said Proposal is genuine and not collusive or sham; that said Proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer or person to put in a sham Proposal or that such person shall refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any person, to fix the proposal price of Affiant or of that of any other Proposer, or to fix any overhead, profit, or cost element of said Proposal price or of that of any other Proposer, or to secure any advantage against the City of Strongsville, Ohio; that such Proposer has not, directly or indirectly submitted this Proposal, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and further says that all statements made by him/her in said Proposal are true.

Affiant further says that the list of individuals, partners, or officers and shareholders submitted herewith is made a part hereof as though fully rewritten herein.

_____
Affiant

SWORN TO AND SUBSCRIBED BEFORE ME, a Notary Public, on this _____ day of _____, 20___.

_____
Notary Public

STATEMENT AS TO INTERESTED PARTIES

STATE OF _____)
) **SS:**
COUNTY _____)

_____, being first duly sworn, deposes and says:

INDIVIDUAL ONLY: That he/she is an individual who is doing business under the name of _____, at _____ in the City of _____, State of _____.

PARTNERSHIP OR LIMITED LIABILITY COMPANY ONLY: That he/she is the duly-authorized representative of a _____ (general/limited) partnership or limited liability company which is doing business under the name of _____ in the City of _____, State of _____.

Affiant further states that the following is a complete and accurate list of the names and addresses of the members of said partnership or limited liability company, whether they are general or limited partners or company members:

_____

_____

_____

_____

_____

CORPORATION ONLY: That he/she is the duly-authorized _____ of _____, a corporation organized and existing under the laws of the State of _____ or a foreign corporation licensed to conduct business in the State of Ohio, and that he/she is submitting herewith a Proposal to the City of Strongsville in conformity with the foregoing Specifications.

Affiant further says that the following is a complete and accurate list of the names and addresses of all persons interested in said proposed Contract including the names and addresses of all shareholders owning more than 5% of the capital stock of said corporation.

_____

_____

_____

_____

_____

_____

Affiant further says that the following is a complete and accurate list of the officers, directors and attorneys of said corporation:

President: _____

Directors: _____

_____

_____

_____

Vice President: _____

Secretary: _____

Treasurer: _____

Manager/Agent _____

Attorneys: _____

_____

_____

and that the following officers are duly authorized to execute contracts on behalf of said corporation:

NAME	TITLE
_____	_____
_____	_____
_____	_____

FURTHER AFFIANT SAYETH NAUGHT.

_____
(Signature)

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS _____ day of _____, 20___ .

_____
(Notary Public)

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) **SS:**
COUNTY _____)

_____, being first duly sworn, deposes and says that

he/she is _____ of the party making the foregoing
(Title)

Proposal; that such Proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Proposal is genuine and not collusive or sham; that said Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a false or sham Proposal, and has not, directly or indirectly, colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that said Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of said Proposer or of any other Proposer or to fix any overhead, profit, or cost element of such Proposal price or that of any other Proposer, or to secure any advantage against the City of Strongsville or anyone interested in the proposed Contract; that all statements contained in such Proposal are true; that said Proposer has not, directly or indirectly, submitted his Proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the Contract above referenced, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said Proposer in his general business; and further that said Proposer shall not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, for aid or assistance in securing the Contract above referenced in the event the same is awarded to the Proposer.

_____
Affiant

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS _____day of _____, 20___.

_____
Notary Public

DELINQUENT PERSONAL PROPERTY STATEMENT

_____, having been awarded a Contract by the City of
(name of proposer)
Strongsville hereby affirms under oath, pursuant to R.C. 5719.042 that at the time the Proposal was submitted, my company (was) (was not) charged with delinquent personal property taxes on the General Tax List of Personal Property for Cuyahoga County, Ohio.

If such charge for personal property tax exists on the General Tax List of Personal Property Cuyahoga County, Ohio the amount of such due and unpaid delinquent taxes including due and unpaid penalties and interest shall be set forth below.

A copy of this statement shall be transmitted to the Cuyahoga County Auditor and the Cuyahoga County Treasurer within thirty days of the date it is submitted. A copy of this statement shall also be incorporated into the Contract made between the City of Strongsville and the Proposer, and no payment shall be made with respect to any Contract unless such statement has been so incorporated as a part thereof.

Delinquent Personal Property Tax $ _____

Penalties $ _____

Interest $ _____

_____
(Company Name)
By:
_____

Its:
_____

STATE OF _____)
) **SS:**
COUNTY _____)

SWORN TO BEFORE ME, a Notary Public in and for said county and state, on this _____day of _____, 20___.

_____
Notary Public

AFFIRMATIVE ACTION CERTIFICATE

In providing goods and/or services hereunder vendor, lessor or contractor agrees to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 and the provisions of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375, dated October 13, 1967, and such other executive orders on nondiscrimination in employment as may be issued, with all the rules, regulations and orders made pursuant thereto, as the same may be amended or revised from time to time, all of which are specifically included by reference and made a part hereof. Vendor, lessor or contractor agrees to include the substance of the foregoing clause in every subcontract or purchase order for performance of work in furnishing goods and/or services hereunder.

Company:_____

By: _____

Date: _____

CERTIFICATION AND REPRESENTATIONS
CONCERNING CAMPAIGN CONTRIBUTIONS TO CITY OFFICIALS

In accordance with City policy and consistent with the intent of provisions of Ohio Revised Code Section 3517.13 as amended, the undersigned contractor/bidder hereby certifies and represents to the City that neither it nor any of the following have during the past two (2) years made individual contributions exceeding $1,000.00 to any City officials or their campaign committees who have or would be involved in awarding the contract, bid or purchase order being proposed or entered into: (i) an individual; or (ii) partner or owner of partnership or unincorporated association; (iii) shareholder of association; (iv) more than 20% shareholder if a corporation; (v) administrator of estate; (vi) executor of estate; (vii) trustee of trust or; (viii) spouse of any of the above.

The undersigned further understands and acknowledges that the City can confirm and verify the above information; and that if any of these certifications or representations are false, then the City will have the discretion to prohibit and disqualify the undersigned from being awarded a contract, bid or purchase order by the City for goods or services exceeding $500.00 in value during any calendar year.

PROPOSER/CONTRACTOR

_____

By:_____

Title:_____

Date:_____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20___.

_____
Notary Public

DECLARATION AND REPRESENTATION
IN ACCORDANCE WITH O.R.C. §9.24
(Unresolved Findings for Recovery)

In accordance with provisions of Ohio Revised Code Section 9.24, the undersigned proposer/contractor hereby certifies and represents to the City that it does not currently have any unresolved findings for recovery against it pending with the Ohio Auditor of State. The undersigned further understands and acknowledges that pursuant to law, the City, as owner, may conduct a search of the Auditor of State's available database to verify the within information; and further that if the undersigned proposer/contractor appears on the list indicating that there are one or more unresolved findings for recovery, then it will be prohibited under law and disqualified from being awarded a contract for goods, services or construction paid for in whole or in part with state funds. Such findings may also be considered by the City in determining the lowest and best bidder/contractor, even if no state funds are involved.

PROPOSER/CONTRACTOR

_____

By:_____

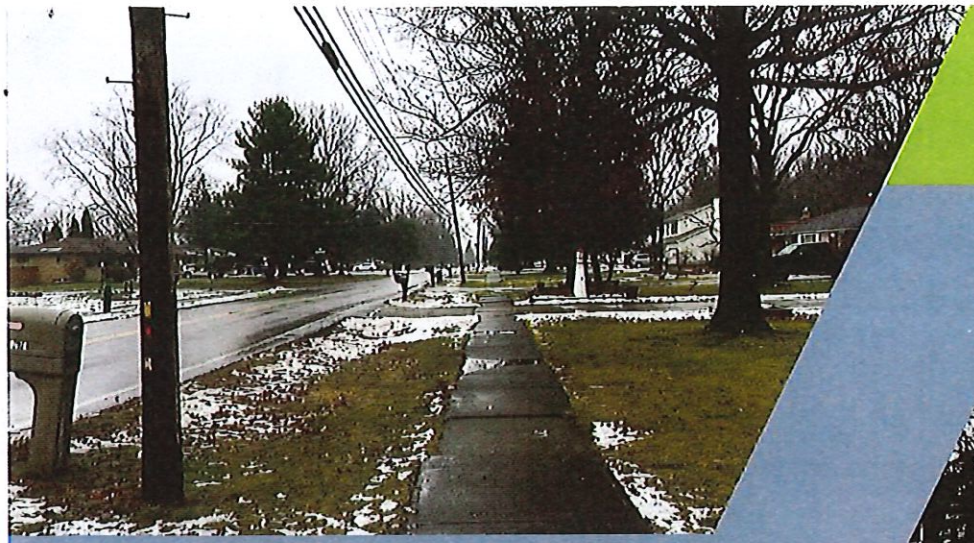
Title:_____

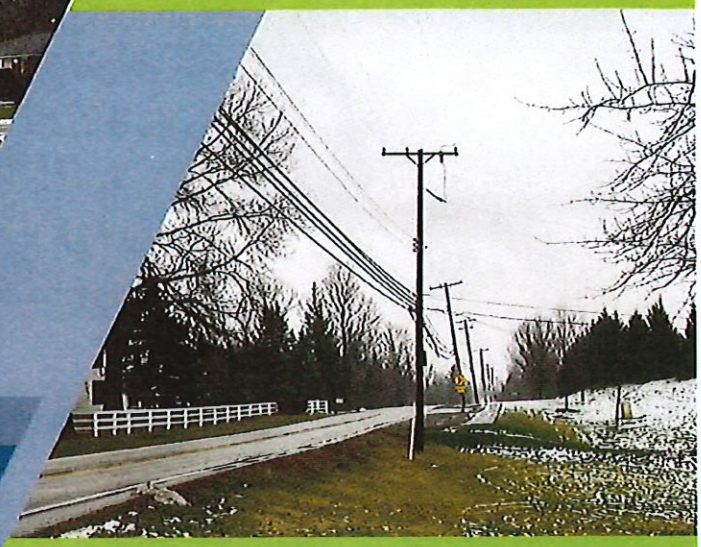
Date:_____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

SWORN TO AND SUBSCRIBED before me this ____ day of _____, 20___.

_____
Notary Public





CITY OF STRONGSVILLE

Proposal for

SIDEWALK COMPREHENSIVE PLAN

January 16, 2026

Envision | Envision Group LLC
2249 Elm Street, Suite 419
Cleveland OH 44113
Ryan Smalley, AICP, PE
216.906.7866
ryan.smalley@envisiongroupllc.com

ENVISION

Envision | Envision Group LLC
2249 Elm Street, Suite 419
Cleveland OH 44113
www.envisiongroupllc.com

City of Strongsville
Ken Mikula- City Engineer
16099 Foltz Parkway
Strongsville, Ohio 44149

RE: Request for Qualifications - City of Strongsville Sidewalk Comprehensive Plan

Dear Mr. Mikula,

Envision Group LLC (Envision) is thrilled to submit this proposal to assist the City of Strongsville in preparing an update to your Sidewalk *Comprehensive Plan*. Our firm's interdisciplinary approach to the strategic planning process will provide a streamlined action plan that is straightforward, practical, and implementable while engaging the community in each step of the process to ensure public and stakeholder buy-in that helps ensure implementation.

Based in Cleveland, Ohio, Envision brings extensive experience assisting communities throughout Ohio and the Midwest in developing plans and executing strategies to prioritize and implement infrastructure improvements. It is critical that the consultant team has a firm understanding of the market and region, and we are thrilled to bring recent project experience throughout Northeast Ohio where we completed a Active Transportation Plans in Avon, Sheffield Village, and North Ridgeville, a Multi-Use Trail Plan in the City of Medina, and Comprehensive Plans for Columbia Township (Lorain County), Bath Township, and Lake County.

Our team is bolstered by GPD Group, based in Akron, Ohio. They provide extensive transportation design, traffic analysis, and cost estimation expertise throughout the State.

We pride ourselves on helping communities develop *and* implement their visions. Overall, Envision has secured over $80 Million in grant funding for our public sector clients since 2016. We will draw upon our intimate familiarity with state and federal funding programs to strategically position the City of Strongsville to access outside funding assistance to implement your plan.

If you should have any questions regarding our enclosed proposal or qualifications, please contact me at 216-906-7866 or ryan.smalley@envisiongroupllc.com.

Very truly yours,

Ryan Smalley, AICP, PE
Principal
Envision | Envision Group LLC
216.906.7866
ryan.smalley@envisiongroupllc.com

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II FIRM QUALIFICATIONS

Envision Group LLC (dba Envision) is Cleveland-based consulting firm guiding public and private sector clients through complex community, connectivity, infrastructure, and development projects. The firm engages stakeholders to build consensus on a vision, plans for actionable solutions, and implements desired outcomes.

Envision's core services include strategic planning, connectivity and infrastructure, economic development, and funding and grant writing. Representative projects include comprehensive/master plans, area/corridor studies, active transportation plans, market analyses, economic development strategies, development regulations, incentive procurement, and grant funding pursuits. We work with all types of governmental entities from large regional organizations including Metropolitan Planning Organizations, Counties, Port Authorities, and the Ohio Department of Transportation, to municipalities and townships.

CORE SERVICE AREAS

COMMUNITY ENGAGEMENT

Comprehensive & Land Use Planning

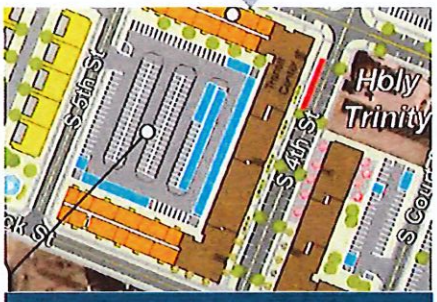
- Bath Twp OH Comprehensive Plan
- Columbia Twp Comp. Plan/Zoning
- Howland Twp Comprehensive Plan

Zoning Regulations

Connectivity & Infrastructure

- Youngstown USDOT BUILD Grant
- City of Avon Bike & Pedestrian Plan
- City of Medina Multi-Use Path Plan

Funding & Grants



Economic Development Strategies

- Wayne County Opportunity Zone Study
- Blue Ash, OH Econ Development Study
- Eastgate COG Economic Coordination

Innovative Finance

Implementation Assistance in each Area of Expertise

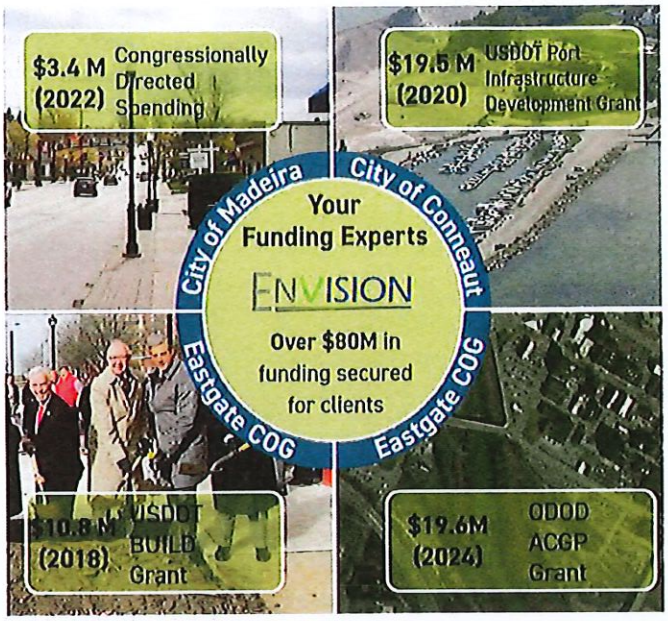
IMPLEMENTATION FOCUS

TRACK RECORD OF IMPLEMENTATION

Following the Money Trail

Envision has assisted clients to secure over $80 Million in federal grant funding through agencies that include US Department of Transportation (USDOT), Appalachia Regional Commission (ARC), Economic Development Administration (EDA), and Congressionally Directed Spending (aka earmarks).

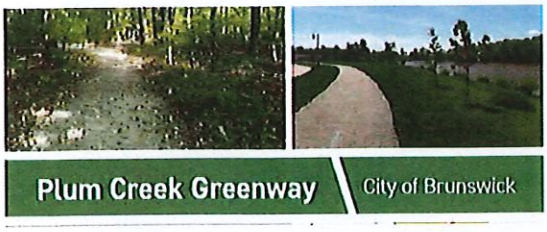
Envision takes a proactive role in marketing and promoting our clients and their projects and investment opportunities. We have presented with our clients at the local, state, and national level to increase awareness of their funding requests and policy initiatives. Envision has worked tirelessly on behalf of our clients to support advocacy efforts for public official support at local congressional offices and in Washington, D.C.



Youngstown Business Incubator ARC POWER Grant

Envision assisted the Youngstown Business Incubator (YBI) with an Appalachian Regional Commission (ARC) POWER Grant for the Lake to River Small Business Success (L2RSBS) project encompassing a seven-county region in Eastern Ohio. Funds will be used to strengthen the local economic base by assisting Small to Medium Enterprises (SMEs) in accessing capital, pursuing procurement opportunities, business plan development, adopting advanced technologies, and supporting startup formation.

Beyond federal funding assistance, Envision has assisted communities of varying sizes to leverage grant assistance at the county, regional, and state levels. Another example of Envision assisting a client to secure funding includes the City of Brunswick's Plum Creek Greenway (see below):



In Partnership With:

BRUNSWICK

Medina County Park District

Brunswick

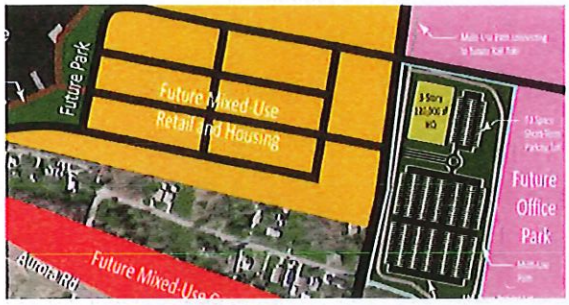
City of Brunswick Plum Creek Greenway

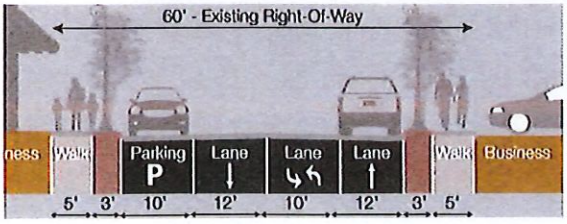
Envision prepared two consecutive ODNR Clean Ohio Trails grants for the City of Brunswick, as part of grant writing contract to implement Phases 1 and 2 of the Plum Creek Greenway, a priority recommendation of the City's Envision-prepared Comprehensive Plan. Envision helped negotiate voluntary easement donations with property owners along the corridor as part of the grant application process.

The project was **awarded $301,000** in 2019 and **$500,000** in 2020.

PROJECT PORTFOLIO

PORTFOLIO



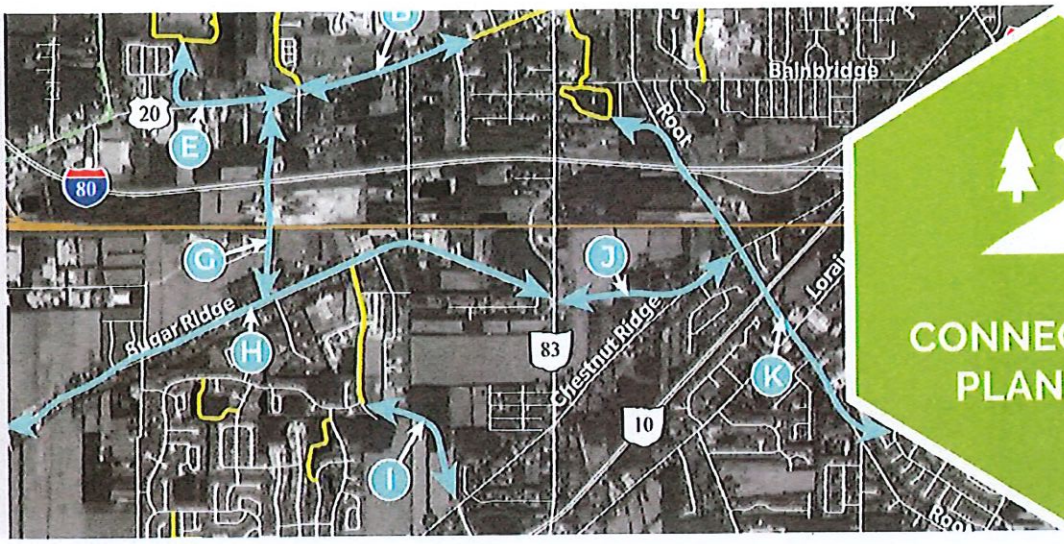


Envision has worked on numerous strategic planning initiatives in communities that incorporated economic assessments; placemaking, infrastructure, and connectivity enhancements; and smart growth infill land use strategies to guide future development.

Our representative project experience includes:

- City of North Ridgeville Active Transportation Plan
- City of Avon Active Transportation Plan
- City of Medina Multi-Use Path Plan
- City of Bedford Downtown Connectivity Plan
- Village of Lakemore Active Transportation Plan
- Village of Middlefield Transportation Improvement Plan
- City of Brunswick Plum Creek Greenway Plan
- Bath Township OH Comprehensive Plan
- Geauga County OH General Plan
- Columbia Township OH Comprehensive Plan
- Howland Township OH Comprehensive Plan
- City of Aurora Master Plan
- Village of Poland OH Strategic Plan
- Eastgate Regional Council of Governments Regional Economic Coordination (Youngstown OH)
- City of Madeira OH Comprehensive Plan
- Stark County Regional Planning Commission Hall of Fame Area Land Use & Transportation Study
- City of Conneaut OH Economic Development Services
- City of Brunswick OH Comprehensive Plan
- New Philadelphia OH Bicycle & Pedestrian Master Plan
- Olmsted Township OH Comprehensive Plan
- Village of Perry, Village of North Perry & Perry Township OH Joint Land Use Study

PORTFOLIO



CONNECTIVITY PLANNING

CITY OF NORTH RIDGEVILLE

ACTIVE TRANSPORTATION & SAFE ROUTES TO SCHOOL PLAN

The Plan focused on improving walking and bicycling conditions within the City. A sidewalk, trail, and public ownership inventory were developed to gain an understanding of the gaps in the existing multi-modal network. A focus of the Plan was to improve connectivity to neighborhood schools for students. Recommendations utilized public property, wide roadway right-of-ways, and utility corridors to fill critical multi-modal gaps and link community assets. An implementation matrix was developed to help prioritize both walk and trail improvements that assessed costs, utility impacts, right-of-way needs, and funding sources.

Project Overview

- Existing Walk & Trail Assessment
- Identification Walk/Bike Generators
- Community Engagement
- Priority Walk & Trail Improvements
- Implementation Strategy

REFERENCE

KIM LIEBER, AICP

DIRECTOR OF PLANNING & DEVELOPMENT

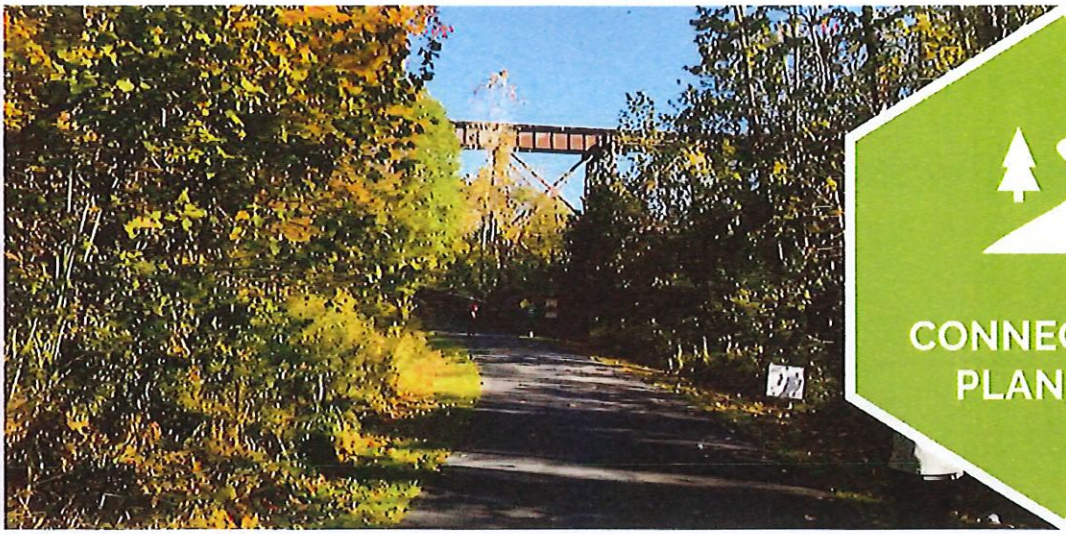
440.490.2078

klieber@nridgeville.org

SIDEWALK INVENTORY

A city-wide sidewalk inventory was developed to identify critical gaps within the existing sidewalk network. The inventory, paired with public feedback on desired walking destinations, aided in prioritizing sidewalk improvements.

PORTFOLIO



CONNECTIVITY PLANNING

CITY OF AVON & SHEFFIELD VILLAGE

ACTIVE TRANSPORTATION & SAFE ROUTES TO SCHOOL PLAN

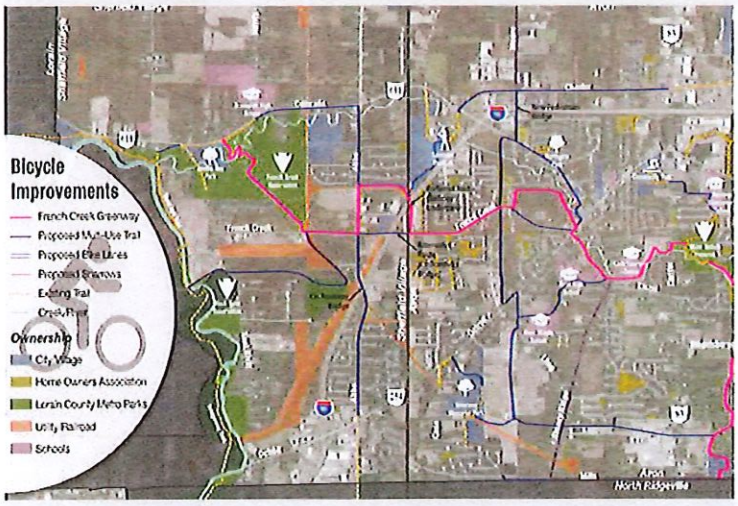
Project Overview

- Existing Walk & Trail Assessment
- Identification Walk/Bike Generators
- Community Engagement
- Priority Walk & Trail Improvements
- Implementation Strategy

The Plan's main goal was to improve multimodal connections to local and regional assets in the area, while also defining land use policies that ensure future developments incorporate a connected, multimodal infrastructure.
Recommendations were segmented into bicycle, pedestrian (sidewalk) and code recommendations. The focus of the bicycle recommendations centering around creating off-road trails to link desired assets.
Finally, a prioritized and realistic implementation plan was created to assist the City and Village with moving the plan forward.

REFERENCE

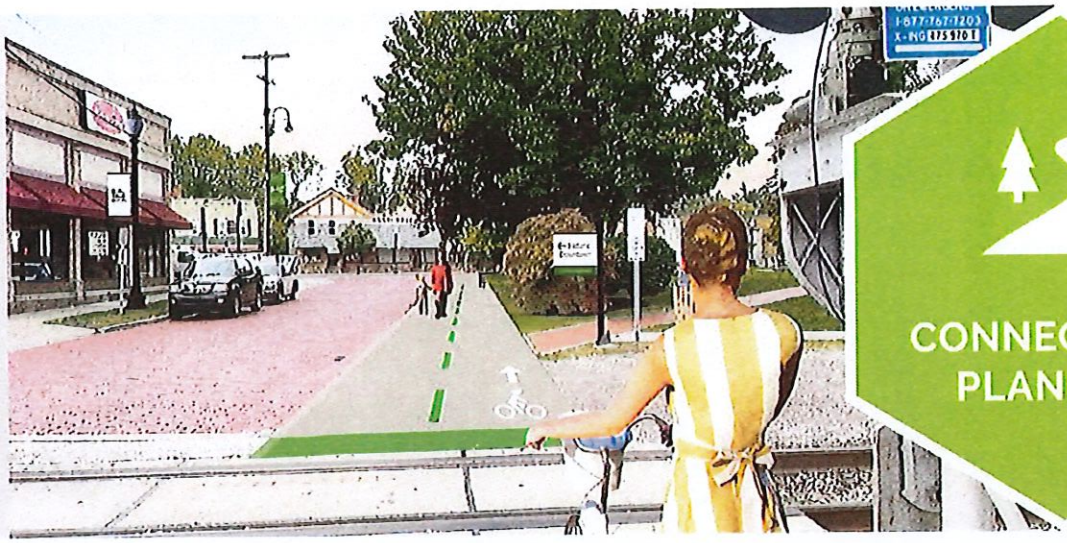
PAM FECHTER
PLANNING COORDINATOR
440.973.7826
pfechter@cityofavon.com



FRENCH CREEK GREENWAY

The French Creek Greenway, an over eight mile, ten-foot-wide, paved, multi-use trail, was the centerpiece of the bicycle recommendations. The Greenway linked Lorain County Metroparks with City parks and school properties.

PORTFOLIO



CONNECTIVITY PLANNING

CITY OF BEDFORD

DOWNTOWN CONNECTIVITY PLAN

The study area focused on the City of Bedford's Downtown Historic District along Broadway Avenue (State Route 14) between Union Street and Columbus Road. The plan goals were to improve mobility for all modes of travel with a focus on bicycle, pedestrian, and transit connectivity. Existing conditions analysis illuminated disconnections in both the bicycle and pedestrian network to Downtown Bedford. Strava data reinforced the public's and stakeholder's concerns that Downtown Bedford was "being bypassed" by regional Metroparks trail travelers.
Two trail alternatives were developed to link Bedford's Downtown Historic District with Viaduct Park and the Cleveland Metroparks Bedford Reservation. Various sidewalk and traffic calming improvements along Broadway Avenue were also recommended to improve connectivity and safety.

Project Overview

- Existing Walk & Trail Assessment
- Identification Walk/Bike Generators
- Community Engagement
- Priority Walk & Trail Improvements
- Implementation Strategy

REFERENCE

JENNIFER KUZMA
ECONOMIC DEVELOPMENT DIRECTOR
440.735.6520
jkuzma@bedfordoh.gov

Implementation Matrix

Improvement Project	Project Lead	Partners	Estimated Costs (2024)	Best Funding Source(s)
Trail Improvements				
Downtown Connector - Alternative 2 Total	City of Bedford	Cleveland Metroparks, NOACA	$1,000,000	ODNR Clean Ohio Trails, ODNR Recreational Trails, TLCI Implementation
Downtown Connector - Phase 1	*City of Bedford*	*NOACA*	*$660,000*	*ODNR Clean Ohio Trails, ODNR Recreational Trails, TLCI Implementation*
Downtown Connector - Phase 2	*City of Bedford*	*Cleveland Metroparks, NOACA*	*$340,000*	*ODNR Clean Ohio Trails, ODNR Recreational Trails, TLCI Implementation*
Taylor Trail and Union Bike Lanes	City of Bedford	Cleveland Metroparks, NOACA	$410,000	ODNR Clean Ohio Trails, ODNR Recreational Trails, TLCI Implementation
Viaduct Park Trail and Bridge	City of Bedford	Cleveland Metroparks, NOACA	$1,910,000	ODNR Clean Ohio Trails, ODNR Recreational Trails, TLCI Implementation
Walk Improvements				

IMPLEMENTATION

An implementation matrix was developed that detailed project lead, potential partnerships, preliminary costs, and most applicable funding sources for each project recommendation. To assist the City with project implementation, a funding strategy was created to better define potential funding sources.

PORTFOLIO

CONNECTIVITY PLANNING

VILLAGE OF MIDDLEFIELD

TRANSPORTATION IMPROVEMENT PLAN

The Plan assessed existing vehicular, buggy, bicycle and, pedestrian infrastructure throughout the Village and proposed improvements that increase connectivity and safety for all modes of transportation.

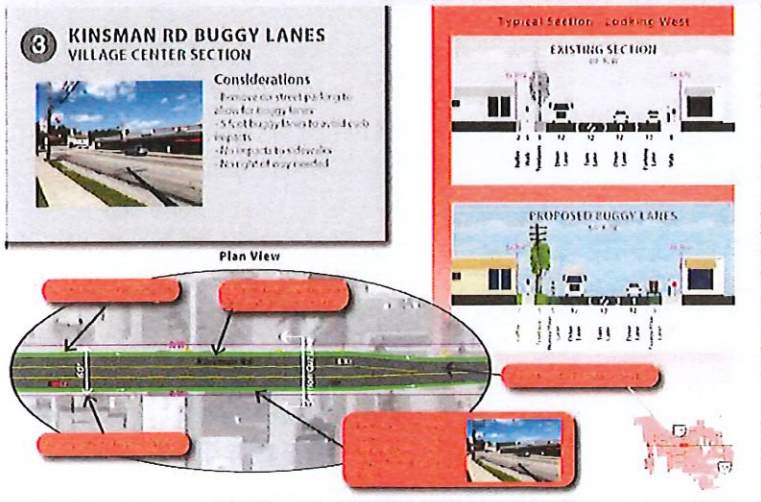
The Village is unique as it is both a large regional employer (daytime population doubles Village population) as well as a commercial center for the local Amish population (4th largest Amish population in Country). Due to this, recommendations centered around improving traffic flow and safety as well as non-motorized vehicle improvements. Recommendations included, enhanced signal timings, buggy pull off locations and buggy lanes along SR 87 and SR 608.

Project Overview

- Existing Walk & Trail Assessment
- Identification Walk/Bike/Amish Buggy Generators
- Community Engagement
- Priority Amish Buggy, Bike, Walk and Roadway Improvements

REFERENCE

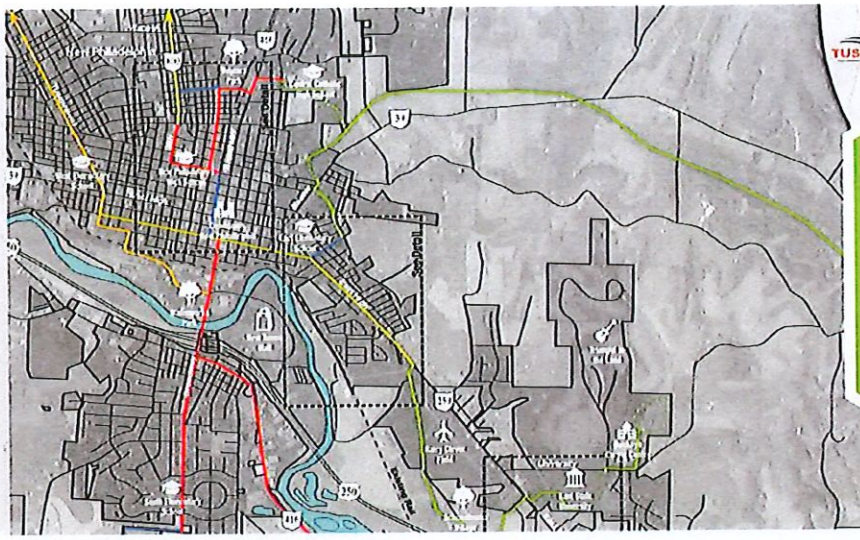
LESLIE GAMBOSI
VILLAGE ADMINISTRATOR
440.632.3540
lgambosi@middlefieldohio.



PLANNING FOR BUGGIES

The Village was truly a multi-modal hub, incorporating heavy truck traffic, vehicles, a regional trail, and a large Amish population. Buggy lanes and pull-offs were recommended along heavily traveled routes

PORTFOLIO



CONNECTIVITY PLANNING

CITY OF NEW PHILADELPHIA

BICYCLE & PEDESTRIAN MASTER PLAN

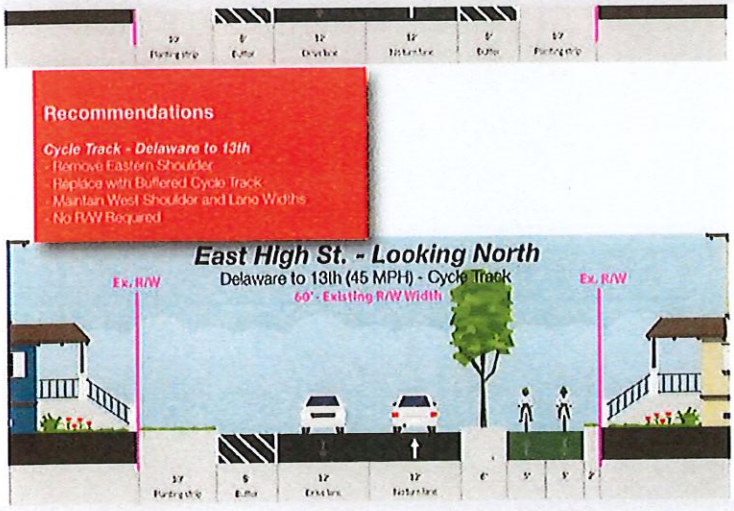
Envision led the planning process that included over 40 local and regional stakeholders. The plan had a regional scope and was co-led by the City of New Philadelphia, The Ohio and Erie Canalway Coalition, and the Tuscarawas County Commissioners. An interconnected system of local and regional bicycle and pedestrian improvements were recommended including various types bicycle improvements to navigate both the City's, denser urban core (i.e. cycle tracks, bike boulevards) and the surrounding rural areas (i.e. off road trails, bike lanes). The proposed connections linked local businesses and assets to Downtown New Philadelphia and regional trail networks including the Ohio and Erie Canalway Towpath Trail. Priority recommendations were identified and further detailed to provide the City with the tools to pursue construction funding in the future.

Project Overview

- Existing Trail Assessment
- Identification Walk/Bike Generators
- Community Engagement
- Priority Walk & Trail Improvements
- Implementation Strategy

REFERENCE

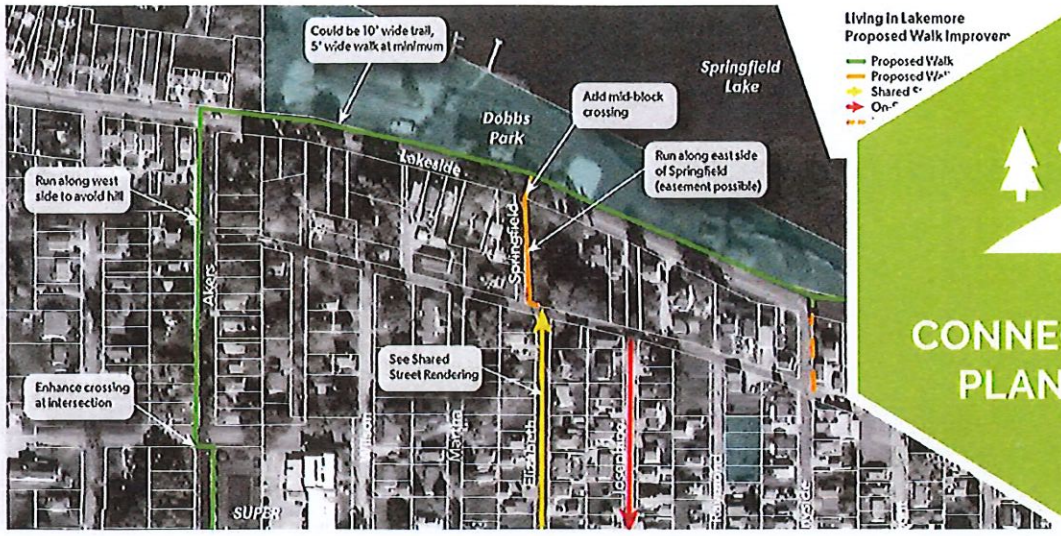
DAN RICE
DIRECTOR & CHIEF EXECUTIVE OFFICER
330.374.5657
drice@ohioeriecanal.org



UTILIZING RIGHT-OF-WAY

Weaving a trail network through an established city center can present challenges. This plan leveraged wide existing roadway right-of-ways and low traffic counts to propose bike/trail improvements.

PORTFOLIO



CONNECTIVITY PLANNING

VILLAGE OF LAKEMORE

ACTIVE TRANSPORTATION PLAN

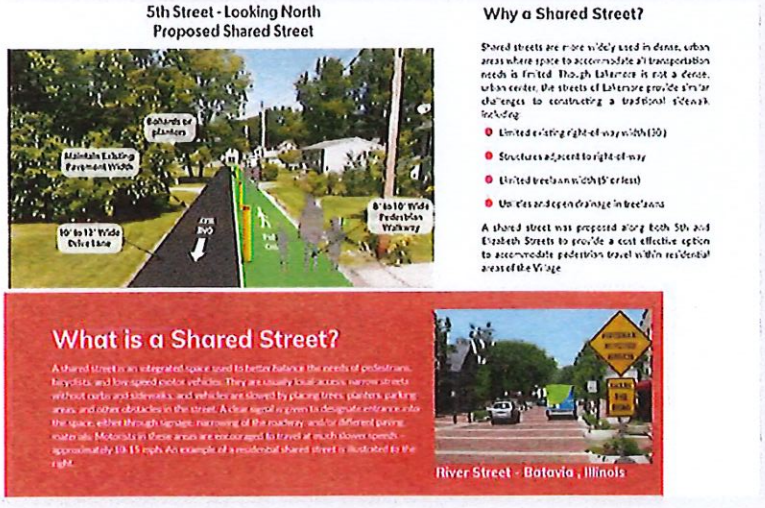
The Plan focused on identifying appropriate locations to improve multi-modal infrastructure throughout the Village of Lakemore and southeast Springfield Township that link residents to employment, education, and recreational assets throughout the community. Community and stakeholder feedback was critical to driving the recommendations within this plan. Engagement included a community survey, public meetings, and steering committee meetings. This information was used to recommend multi-modal improvements throughout the Village of Lakemore as well as options to extend the Spartan Trail to the Springfield Bog Metro Park. Recommendations included sidewalk and trail additions, enhanced pedestrian crossings and signage, the creation of shared residential streets, and on street parking additions.

Project Overview

- Existing Walk & Trail Assessment
- Identification Walk/Bike Generators
- Community Engagement
- Priority Walk & Trail Improvements
- Implementation Strategy

REFERENCE

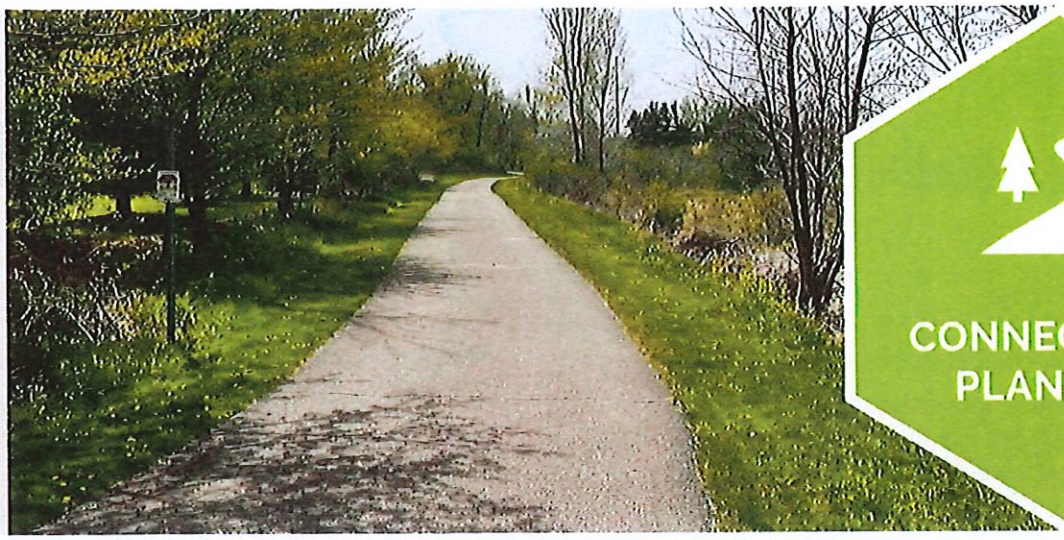
TRACY SAYERS
VILLAGE ADMINISTRATOR
330.733.6125
tfast@lakemoreohio.org



SHARED STREETS

Once a small, local vacation destination, Lakemore has a tight street grid with limited right-of-way width and sidewalk connections. To allow for multi-modal connectivity on some streets, a shared street concept was proposed to use part of the roadway for pedestrians and convert to one-way traffic.

PORTFOLIO



CONNECTIVITY PLANNING

CITY OF MEDINA

MULTI-USE PATH PLAN

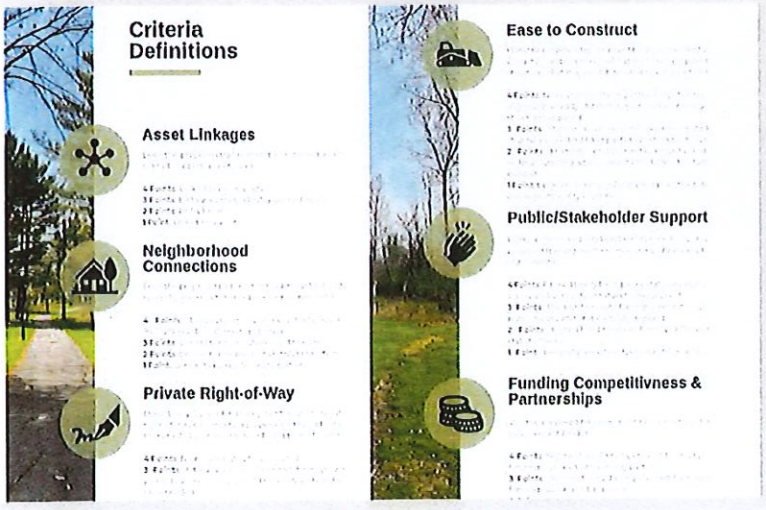
The Multi-Use Path Plan was developed to identify and prioritize trail improvements within the City of Medina. The City has the foundation for a robust and interconnected trail network but lacks a congruent, interconnected trail system that links neighborhoods and community assets together. The Plan conducted continuous public and stakeholder engagement, including three public forums and two surveys, a connectivity and recommendations survey, to gather feedback on desired connections and proposed improvements. A trail concept plan, including over 25 miles of proposed trails, was developed to provide a framework to guide multi-modal development. The goals of this concept were to link residents to desired community assets, connect the existing trial network, and to provide multi-modal access to all Medina residents within a half mile of their homes.

Project Overview

- Existing Trail Assessment
- Identification Walk/Bike Generators
- Community Engagement
- Priority Trail Improvements
- Implementation Strategy

REFERENCE

ANDREW DUTTON
COMMUNITY DEVELOPMENT DIRECTOR
330.722.9023
adutton@medinaoh.org



PRIORITIZATION CRITERIA

To objectively rank each proposed trail segment, a series of six prioritization criteria were developed. Each criterion defined a ranking score (1-4) based defined parameters. This provided the City with a clearly defined path forward towards implementation.

III SUBCONSULTANTS

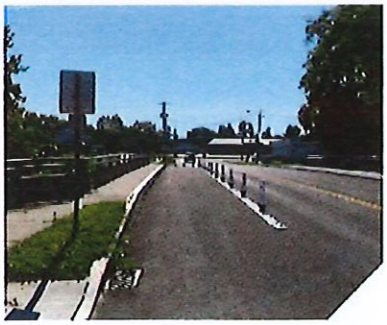
GPD Group (GPD) has been proudly providing architecture and engineering services to public and private sector clients for 65 years with over 870 professionals located in 15 offices nationwide. Over 680 of those professionals are in northeast Ohio, making us one of the largest design consulting firms in the area.

We specialize in the areas of architectural design, engineering design, construction, telecommunications and environmental services. Our company services various market sectors that include public buildings, education, housing, healthcare, parks and recreation, water, power distribution/generation, public works, geotechnical services, land surveying, federal, environmental, transportation, retail/commercial, site development and utility services.

Traffic | GPD's Traffic Engineering Group is comprised of 21 staff members, including 12 PEs, six PTOEs, two IMSA Level II, one AICP, and one RSP certified professional, dedicated to traffic engineering work. The group is responsible for the preparation of all traffic engineering studies and traffic modeling for the company. This includes small traffic impact studies to large corridor and interchange modification studies, safety studies, and traffic management master plans. The group routinely prepares maintenance of traffic (MOT) plans, traffic control plans and signalization plans for our clients, including municipalities, state DOTs, and contractors. To date, the group has obtained over $130M of Highway Safety Program (HSP) funding assistance for our clients and over $190M of total funding assistance.

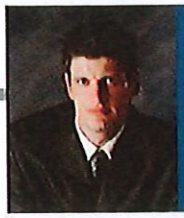
Municipal Engineer | GPD is the named City/Village Engineer in 16 communities throughout Ohio. Our project experience includes the preparation of CIPs; design and plan development of roadways, water mains, sanitary sewers, stormwater management, and bridges; review of residential and commercial subdivisions including traffic studies, roadway plans, utility extensions, stormwater management analysis, and plans; ordinance revision; design of public buildings and architectural improvements; and streetscapes.

Public Works | GPD's Public Works Group delivers unmatched experience in municipal infrastructure improvements including utility and roadway design and construction inspection. In the last three years, the team has completed over $650M in local construction projects that have included developing and overseeing street maintenance programs, roadway reconstruction, base repair, water and sewer replacements, curb and walkway upgrades, ADA compliant curb retrofits, right of way, wetland screening and mitigation.expenditures with the various types of funding available. Aligning funding with eligible projects stretches the available dollars for either larger capital improvements with more benefit or permit funds to be used for other day-to-day operational expenses. GPD has applied for OPWC, State Issue 1 Grants every year since the program inception in 1987. We have also assisted in securing other funds, such as CDBG, MPO, HSP, Federal Earmark, Enhancement, CMAQ, Urban Pavement, CSTP, LBR, and Municipal Bridge funds, as well as other state and federal grants and funds for infrastructure improvements. To date, we have obtained over $650M in total funding assistance for our clients.



IV KEY STAFF

PROJECT MANAGER
RYAN SMALLEY, AICP, PE



IMPLEMENTATION & FUNDING
EMIL LISZNIANSKY, ESQ. AICP, PE

COMMUNITY ENGAGEMENT
JENNIFER SYX

GIS MAPPING & DATA ASSESSMENT
JACOB BEAN

COST ESTIMATION
KEVIN WESTBROOKS, PE
GPD GROUP

PRIORITIZATION
ERIC LOWERY, AICP
GPD GROUP

SAFETY ANALYSIS
JUDITH BENNETT, PE, PTOE
GPD GROUP

RESUMES

PROJECT MANAGER

Principal
Ryan Smalley, AICP, PE

Ryan has 20 years of experience in urban and regional planning and capital improvement projects with a primary focus in public engagement and project management of comprehensive/master plans and transportation/utility infrastructure studies. He has worked with a host of clients ranging from multiple Metropolitan Planning Organizations, Regional Planning Commissions, Departments of Transportation, County Engineers, Municipalities and Community Development Corporations.

Ryan has managed numerous planning and design projects throughout his career and utilized his unique skill set as both an engineer and planner to help his clients "dream big" while still finding cost effective, incremental solutions. Ryan holds a Masters Degree in Urban Planning, Design and Development and a Bachelor of Science in Civil Engineering.

EDUCATION

Masters of Urban Planning, Design and Development Cleveland State University, 2013 (certificate in Economic Development)

Bachelor of Science, Civil Engineering, Cleveland State University, 2005

REGISTRATIONS & CERTIFICATIONS

American Institute of Certified Planners, 2013

Professional Engineer, State of Ohio, 2009

Select Project Experience

- City of North Ridgeville- Active Transportation & SRTS Plan
- City of Avon/Sheffield Village- Active Transportation & SRTS Plan
- City of Medina Multi-Use Path Plan
- City of Brunswick Plum Creek Greenway Plan & Implementation
- City of New Philadelphia- Bike & Pedestrian Master Plan
- Village of Lakemore, OH- Active Transportation Plan
- City of Bedford- Downtown Connectivity Plan
- Village of Middlefield- Transportation Improvement Plan
- Howland Township- East Market Street Corridor Plan
- Stark County- Hall of Fame Transportation & Land Use Study
- Wayne County Engineer- Safety Action Plan (Safe Streets and Roads for All)
- ODOT Planning Services Consultant- Bike & Pedestrian Planning
- Columbia Township, OH- Comprehensive Plan & Zoning Resolution Update
- City of North Royalton- Master Plan Update
- City of Brunswick- Comprehensive Plan & Zoning Code Update
- Bath Township, OH- Comprehensive Plan & Mixed Use Zoning Update

IMPLEMENTATION & FUNDING

Principal
Emil Liszniansky, Esq., AICP, PE

Throughout his 20-year career, Emil has been immersed in a diverse mix of planning efforts across the including comprehensive plans, complete and green streets projects, community revitalization efforts, parks master plans, and economic development services.

Emil has a proven track record in identifying client project needs and pairing them with applicable funding sources for implementation. He has prepared successful project funding applications at the local, county, regional, state, and national levels from funding sources that include Ohio Public Works Commission (OPWC), Recreational Trails Program (RTP), Clean Ohio, ODOT Highway Safety Program, Transportation Review Advisory Council (TRAC), and Appalachian Regional Commission (ARC), and USDOT TIGER/BUILD.

EDUCATION

Juris Doctor, Cleveland-Marshall College of Law, 2014

Masters of Urban Planning, Design and Development Cleveland State University, 2009

Bachelor of Science, Civil Engineering, University of Akron, 2005

REGISTRATIONS & CERTIFICATIONS

Professional Engineer, State of Ohio, 2009

American Institute of Certified Planner, 2009

Registered Attorney, State of Ohio, 2015

Select Project Experience

- City of Avon: French Creek Greenway NOACA TLCI Implementation Grant
- Village of Middlefield: Tare Creek Sidewalks NOACA TLCI Implementation Grant
- City of East Palestine: Safety Action Plan- USDOT Safe Roads & Streets For All
- Village of Poland: Forest Trail ODNR Recreational Trails Program
- City of Brunswick: Plum Creek Greenway (Phase 1 & 2) – Clean Ohio Trails Program
- City of Parma Heights: Complete & Green Streets (Phases 1-3) – NOACA TLCI Implementation Grants
- Western Ohio Rural Planning Organization (WORPO): Highway Safety Action Plan- USDOT Safe Roads & Streets For All
- Eastgate Regional Council of Governments: Madison Avenue Community Reconnection – USDOT Reconnecting Communities
- Eastgate Council of Governments SMART2 Corridor USDOT BUILD Grant
- Downtown Akron Promenade USDOT TIGER Grant
- City of Euclid: Lakefront Blvd – ODOT Highway Safety Program
- Stark County- Hall of Fame Transportation & Land Use Study
- Wayne County Engineer- Safety Action Plan (Safe Streets and Roads for All)
- ODOT Planning Services Consultant- Bike & Pedestrian Planning

RESUMES

ENVISION

TEAM LEADERS

Community Engagement
Jennifer Syx

Jennifer holds over 20 years of experience in the private, non-profit and public sectors. Jennifer works with communities to develop detailed public and stakeholder engagement strategies that provide robust community feedback. Engagement strategies include public forums, community surveys, business interviews, event outreach, and workshops. Jennifer holds a B.S. Marketing from Kent State University. Her select project experience includes:

East Palestine, OH: Highway Safety Action Plan

Lake County, OH: VISION 2050 Comprehensive Plan

City of Ashtabula, OH: Comprehensive Plan and Zoning Update

Geauga County, OH: General Plan & Economic Development Strategy

Bath Township, OH: Comprehensive Land Use Plan

B.S. Marketing, Kent State University

GIS Mapping & Data Analysis
Jacob Bean

Jacob Bean brings expertise in geospatial analysis and mapping for economic development and urban and regional planning projects. He assisted the Cuyahoga County Department of Economic Development with state site readiness certification efforts that included collaboration with city mayors, private owners, utility members, and county staff. He holds a Bachelors of Arts in Urban & Regional Planning and a Bachelors of Arts in Economic Development.

B.A. Urban & Regional Planning
B.A. Economic Development
Minor – Sustainable Urban Development
Certificate – Sustainable Urban Development
Cleveland Statue University

RESUMES

Kevin Westbrooks, PE, PTOE

SENIOR TRAFFIC ENGINEER/ESTIMATING

Kevin Westbrooks brings 30 years of traffic engineering experience to GPD. He has worked as a project manager, design engineer, or system analyst on numerous traffic engineering projects throughout his career. Kevin's specialty is traffic signal operations and design, and he has cabinet-level experience and training with several different controller types. His experience encompasses traffic engineering and transportation planning, traffic signal design and analysis, traffic signal system design, comprehensive traffic studies for public and private entities, parking studies, safety studies, and conceptual roadway improvements, including intersections and interchanges.

AREAS OF FOCUS

Traffic Engineering, Traffic Signal Design, Transportation Engineering, Roadway Rehabilitation and Reconstruction

YEARS OF EXPERIENCE

30 Total Years

REGISTRATION/ CREDENTIALS

Registered Professional Engineer, State of Ohio, 2001
Professional Traffic Operations Engineer, 2001

EDUCATION

Bachelor of Science, Civil Engineering, 1996, The University of Akron

PROFESSIONAL TRAINING

Ohio Department of Transportation, Traffic Academy Courses:
Traffic Signals, Signing and Pavement Marking, Maintenance of Traffic, Safety Studies, Interchange Justification Studies
ORDC/ODOT Traffic Academy – Railroad Preempted Signal Training

REPRESENTATIVE EXPERIENCE

- City/Municipal Traffic Engineer: Independence, Chardon, Lorain, and Cuyahoga Falls,OH
- Shaker Boulevard/Warrensville Center Road TLCI, Shaker Heights, OH
- Broadview Road Sidewalk Study, Richfield, OH
- C.W. Courtney, Gates Mills Sidewalk, Gates Mills, OH
- Stark County Area Transportation Study, Fairless Local SRTS, Brewster, OH
- Lakeshore Pedestrian Crossing, Euclid, OH
- Cedar Road Resurfacing and Road Diet, Cleveland Heights, OH
- Orange City Schools, Walkway Design, Orange, OH
- Brunswick Comprehensive Plan, Brunswick, OH
- McGill Property Group, Oak Point Road, Widening and Signal Plans, Lorain, OH
- Citywide Signal Study, Traffic Signal Warrant Study, Lorain, OH
- Phase 1 Traffic Signal System, Citywide Signal Upgrade, North Olmsted, OH
- Signal Warrant Study, Citywide Study, North Olmsted, OH
- Great Northern Boulevard, Improvement Plans, Safety and Capacity Upgrades, North Olmsted, OH
- Broadview & SR 303 Study, Richfield, OH
- Cedar/Chagrin River Road Intersection, Hunting Valley, OH
- E. 232nd St./St. Clair Improvements, Euclid, OH
- Chagrin Boulevard - CUY-271/423-7.80/10.77, Beachwood, OH
- East 71st Street, Access Study, Cuyahoga Heights, OH
- SR 91 at Creekside Drive, Intersection Widening, Twinsburg, OH
- Euclid Downtown Revitalization, Euclid, OH
- Warrensville Road Streetscape Enhancements, Shaker Heights, OH

RESUMES

Eric Lowry, AICP

TRANSPORTATION PLANNER – PROJECT PRIORITIZATION

Eric Lowry is a transportation planner with 15 years of diverse experience in transportation planning, project management, and GIS analysis. His work spans a wide range of technical areas including long-range transportation planning, complete streets, transportation safety, public engagement, and data analysis and visualization. Eric has led and contributed to numerous significant projects across multiple states, demonstrating a strong ability to manage complex tasks, collaborate with diverse stakeholders, and develop innovative solutions to transportation challenges. He is adept at managing transportation projects from inception through to completion, integrating technical precision and community engagement to deliver sustainable and efficient transportation solutions.

AREAS OF FOCUS

Data Analysis; Complete Streets; Multimodal, Thoroughfare, and Long-Range Planning; Public Engagement; Feasibility Studies

YEARS OF EXPERIENCE

15 Total Years

REGISTRATION/ CREDENTIALS

American Institute of Certified Planners (AICP), 2013

EDUCATION

Masters in City & Regional Planning, 2009, The Ohio State University
Bachelor of Arts, Journalism, 2006, The Ohio State University

PROFESSIONAL TRAINING

FHWA-NHI, Bicycle Facility Design; Designing for Pedestrian Safety, Speed Management
ODOT, Signing and Marking; Managing the Environmental and Project Development Process; Purpose and Need; Enviro Doc - CE, Section 4(f)/6(f), Section 106; Ecological Surveys; Waterway Permits
City of Columbus, ADA Curb Ramp TrainingAcademy – Railroad Preempted Signal Training

REPRESENTATIVE EXPERIENCE

- Belvoir Pedestrian Study, Shaker Heights, OH
- Thorughfare Plan Part 1 & 2, Mount Vernon, OH
- Van Aken Bikeway, Shaker Heights, OH
- Van Aken Boulevard, Shaker Heights, OH
- Belvoir Pedestrian Study, Shaker Heights, OH
- Hathaway Lane Speed Study, Warrensville Hts, OH
- Castle/Winhurst Intersection Evaluation, Akron, OH
- AMATS, Regional Traffic Signal Inventory, Akron, OH
- Castle/Winhurst Intersection Evaluation, Akron, OH

Prior to GPD:

- NOACA, Downtown Transportation and Livability Study, Cleveland, OH
- City of Hilliard, Avery Road Pedestrian Safety and Efficacy Study, Hilliard, OH
- ODOT, SRTS Assistance, Various Locations
- Fairfield Township, SRTS School Travel Plan, Fairfield Township, OH
- City of Columbus, Fifth Avenue to Griggs Dam Walking and Biking Study, Columbus, OH
- City of Columbus, Fourth and Summit Complete Streets (FRA-US 23-12.24, Part II), Columbus, OH
- Traffic Safety Action Plan, Huber Heights, OH
- AMATS, Planning Data Forecast, Akron, OH
- County of Hillsborough, Context Classification and Design Manual, Hillsborough County, FL
- City of Hilliard, Comprehensive Plan, Hilliard, OH

RESUMES

Judith Bennett, PE, PTOE

SENIOR TRAFFIC ENGINEER/SAFETY ANALYSIS

Judy Bennett has 31 years of experience in transportation engineering, including 26 years focused on traffic engineering. She has worked as project manager, deputy project manager, or design engineer on numerous design and analysis projects throughout her career. Judy is knowledgeable in several aspects of traffic planning, from signal design and improvements to safety studies and speed studies. A combination of her previous work experience and skill set makes Judy valuable to the team and the project.

AREAS OF FOCUS

Signal Design, Traffic Impact Studies, Interchange Studies, Safety Studies, System Analysis

YEARS OF EXPERIENCE

30 Total Years

REGISTRATION/ CREDENTIALS

Registered Professional Engineer, State of Ohio, 2000
Registered Traffic Operations Engineer, 2016
Road Safety Professional 1, 2019

EDUCATION

Bachelor of Science, Civil Engineering, 1995, The University of Akron

PROFESSIONAL TRAINING

ODOT, Traffic Academy Courses: Traffic Signals, Signals and Pavement Markings, Safety Studies, Maintenance of Traffic, Interchange Justification Studies HSM Focused Safety Training

PROFESSIONAL AFFILIATIONS

OPWC, District 7, Integrating and Executive Committees
ASCE, Akron-Canton Section
Institute of Transportation Engineers

REPRESENTATIVE EXPERIENCE

- East Market Street Corridor, Howland Township, OH
- Wheatley Road Diet Study, Richfield, OH
- Broadview Road Pedestrian Crossing, Richfield, OH
- POR-East Summit Street Improvements, Kent, OH
- POR-North Water Street Improvements, Kent, OH
- STA-11th Street SW Improvements, Canton, OH
- SUM-Cleveland Massillon Road Improvements, Fairlawn, OH
- Perry Drive Improvements, Stark County, OH

Prior to GPD:

- River Street.Gougler Avenue Safety Study, Kent, OH
- Creekside Commons Traffic Impact Study, Stark County, OH
- Colonial Boulevar, Phase 1, Canton, OH
- Groveport Road//Main Street Signal Retiming, Groveport, OH
- Various TIS Reviews, Groveport, OH
- MAH-Youngstown SMART2 Design-Build, Youngstown, OH
- STA-62-37.47, Intersection Improvements, Alliance, OH
- MOT-Hoke Road Widening Phase 1, Clayton, OH
- MIA-571-13.40, Signal Reconstruction, Tipp City, OH
- Traffic Signal Warrant Analysis, Stark County, OH
- Citywide Signal Upgrade Phase 1, North Olmsted, OH
- Citywide Signal Improvements, Solon, OH
- Citywide Traffic Signal Warrents, East Cleveland, OH
- SR 43/Mt. Pleasant Street Safety Study, Stark County, OH
- US 224/Waterloo Road Safety Study, Portage County, OH
- East Summit Street Speed Study, Kent, OH
- Prospect Street/Summit Street Intersection Improvements, Portage County, OH
- STA-11th Street SW Improvements, Canton, OH
- Pro Football Hall of Fame, HOFV to Downtown Traffic Study, Canton, OH

V CAPACITY & SCHEDULE

Ready to Hit the Ground Running

Our team has sufficient staff resources and the capability to perform the work provided in this proposal within the specified timeline detailed below. Our team has reviewed workload amongst the professional featured in this proposal and are confident in our ability to deliver this project based on current and project workloads.

While each of our respective firms brings broad, interdisciplinary experience we believe that sharing the workload across companies results in a more well-rounded and cohesive work product and planning process by incorporating a diverse set of perspectives across different subject matter experts.

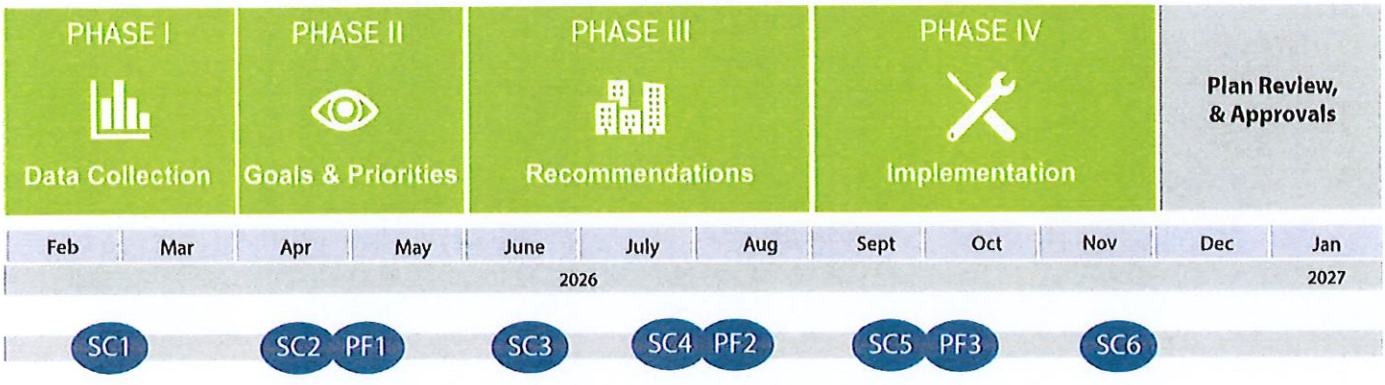
Project Schedule

Envision proposes facilitating 6 meetings with the members of the Steering Committee as outlined in the timeline below, with one meeting taking place during each step of the planning process, with an additional second meeting during Phase III drafting of the recommendations and in Phase IV to review the draft plan.

Given the focused scope of the project we feel 3 Public Forums should be held to engage the community and solicit in-person public feedback during Phases II-III-IV to provide enough time for more detailed public input to make its way into the final deliverables.

In Phase I our team will assess the existing sidewalk network within the City, identifying gaps, deficiencies, and ADA compliance issues. All of this information will be integrated into ARC GIS and shared with the City. In Phase II our team will gather public and stakeholder input on locations where people desire to walk to/from and create prioritization criteria to score future sidewalk recommendations. In Phase III the team will develop recommendations and design concepts that take into account limited right-of-way widths, utilities, drainage, and topographical constraints. Finally, in Phase IV the team will develop an implementation matrix to prioritize recommendations, prepare preliminary cost estimates, develop a funding strategy, and create the plan document.

Sidewalk Comprehensive Planning Process



Public Engagement Process

PF# **Public Forum**

SC# **Steering Committee Meeting**

VI PROJECT APPROACH

Our team will work with the City, local stakeholders, and the public to develop a Sidewalk Comprehensive Plan that prioritizes critical network gaps, identifies current deficiencies, engages City residents, and illustrates realistic funding strategies to improve the sidewalk network for residents and visitors. Below are some focus areas and ideas our team identified as critical to meeting the City's goals for this plan.

Data Collection - Our team has extensive experience with ARC GIS and uses it regularly to assist with local and regional planning efforts. We will develop a comprehensive sidewalk inventory throughout the City that identifies sidewalk network gaps, walk deficiencies, and curb ramps at intersections that do not meet current ADA requirements. Pedestrian crash data will also be analyzed and integrated into the sidewalk inventory. Working with City staff, this information will be added into the City's GIS system.

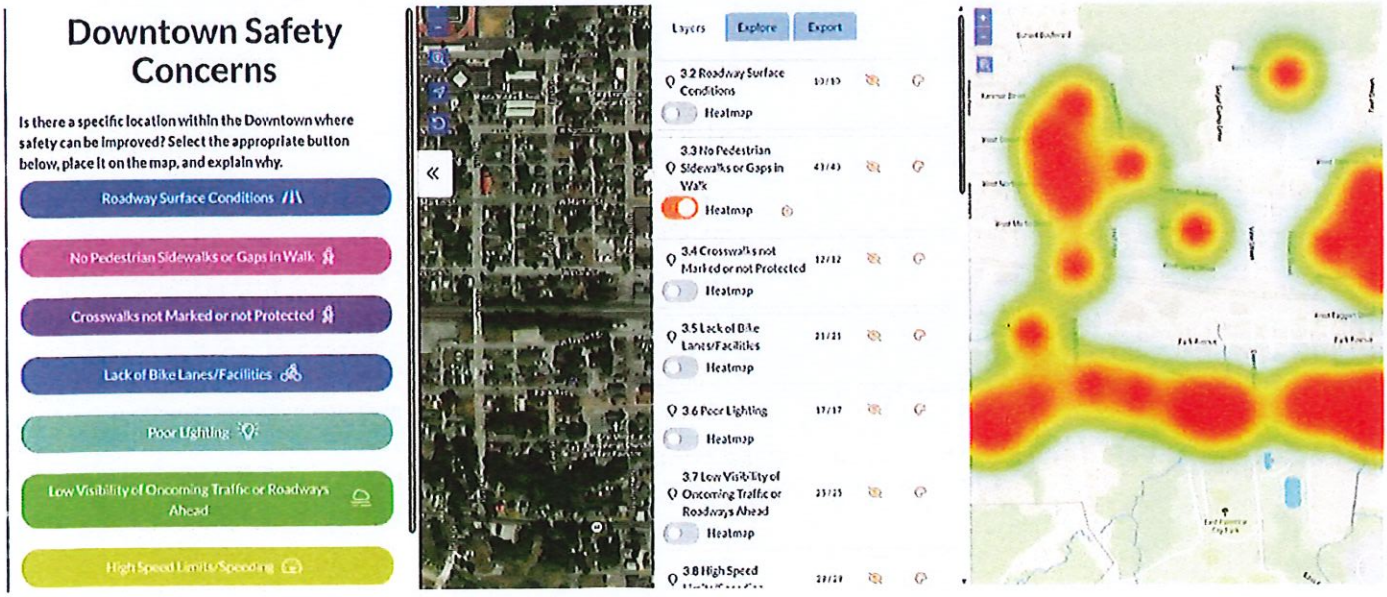
Community Engagement - A focused but multi-faceted Community Engagement strategy will be deployed using a combination of in-person interactions, survey instruments, and mobile comment stations to solicit maximum participation in the planning process. As such we propose:

(1) Three (3) interactive public forums;

(2) a community survey (online via Maptionnaire & in print); and

(3) traveling comments boards that gather feedback at public events.

Increasing Public Participation - Maptionnaire - Envision utilizes Maptionnaire to harness community insights through interactive surveys that support inclusive planning and decision-making. Our team will develop map-based questionnaires to better understand the needs and desires of residents with regards to the existing sidewalk network. Responses can be integrated into GIS and mapped to better illustrate where improvements are needed. Below is an example of a map question (left) and summary of responses (right) from our East Palestine Safety Action Plan project. Respondents placed pins on the map for various types of concerns. That information was summarized in a heat map within GIS and provided the consultant team with valuable insights on where improvements may be needed. This tool will help our team gather public feedback, identify critical gaps, and prioritize improvements within the sidewalk network.



Design Considerations -What makes a cohesive sidewalk network successful are the connections made that link people to places they want to go. Identifying those places will be the first step in creating a connected network. Locally these places include the Cleveland Metroparks Mill Stream Run Reservation, Town Center Park, local schools, shopping centers, and neighborhood to neighborhood linkages. Once local destinations are identified, Envision will utilize the sidewalk inventory created during Phase I to determine where critical network gaps and sidewalk deficiencies exist. Our team will then develop design concepts to address these gaps/deficiencies. Design concepts will account for physical constraints including roadway drainage systems (shallow ditch vs. curb and gutter), utility location and size, topographic features (steep slopes), and right-of-way width. Based on the site constraints, cost effective design concepts will be developed. Concepts will include adjacent sidewalk and buffered sidewalk alternatives based on current ODOT Location and Design Manual standards. In some instances, the existing physical constraints may be extensive and sidewalk improvements may be cost prohibitive. In these instances, our team will investigate alternative solutions including recommending walk on only one side of the corridor or reducing walk widths to accommodate a connection. In addition to developing design concepts for sidewalk gaps/deficiencies, pedestrian crossing improvements including curb bump-outs, median refuge islands, rectangular rapid flashing beacons and upgraded signage will all be considered to improve pedestrian safety where appropriate.

Prioritization & Implementation - The implementation plan needs to do more than just list potential funding sources leaving the City to determine future implementation. The implementation plan will be dynamic and multifaceted, prioritizing multi-modal improvements throughout the City based on a series of defining criteria, phasing improvements into fundable segments based on preliminary cost estimates, pairing those segments with the most relevant funding sources and/or strategies and providing a timeline for when improvements are expected to be constructed.

Illustrated to the right is an example of a prioritization matrix created for the City of Medina's Multi-Use Path Plan. The matrix scored each proposed trail improvement on a scale of 1 to 5 based on six criteria. Proposed improvements with the lowest scores were considered priority projects and further detail was provided to aid the City in pursuing future grant funding. We anticipate creating a similar prioritization matrix for this project.

Prioritization Matrix

Trail Segment	Asset Linkages	Neighborhood Connections	Private Right of Way	Ease to Construct	Public / Stakeholder Support	Funding Competitiveness & Partnerships	Avg Score	Project Lead	Partners	Estimated Cost
1) Rocky River Greenway	3	3	3	2	4	4	3.17			
Phase 1								City of Medina	Park District	$730,000
Phase 2								Park District	County Sanitary	$2,300,000
Phase 3								Park District	County Sanitary	$640,000
2) Parks Connector	4	1	4	3	4	4	3.33			
Phase 3								City of Medina	Medina Schools	$260,000
Phase 4								City of Medina	Medina Schools	$680,000
3) Northeast Connector	3	4	4	4	3	3	3.50			
Phase 1								City of Medina		$760,000
Phase 2								City of Medina		$560,000
4) Uptown Loop	3	3	4	3	3	4	3.33			
Phase 1								City of Medina	Main Street	$480,000
Phase 2								City of Medina	Main Street	$220,000
Phase 3								City of Medina	Main Street	$480,000
5) Reagan Trail	1	2	4	3	2	1	2.17			
6) Lester Connector	2	3	3	3	2	3	2.67			
7) Northwest Connector	3	4	4	3	2	2	3.00			
8) Southwest Connector	3	2	4	4	2	4	3.17			
Phase 1								City of Medina	ODOT	$110,000

For this plan to be fully implemented multiple funding strategies and sources need to be considered including public and private financing, grant funds, economic development tools (i.e. TIF, NCA), and pairing multi-modal improvements with other publicly funded projects (i.e. roadway rehab, utility replacement, etc.). Envision principals Emil Liszniansky and Ryan Smalley have an extensive background with sidewalk, trail, and roadway corridor funding, working with communities across the state to successfully secure grant funding through ODOT, ODNR, NOACA, NRAC and USDOT for sidewalk, trail, or multi-modal corridor construction projects. GPD Group will pull on their extensive design and construction management background to provide accurate preliminary cost estimates and "right size" future project phases to improve the opportunity to secure grant funding.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 039

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF GENERAL PAVEMENT SERVICES FOR 2026 FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Resolution No. 2026-022, the City advertised for bids for the purchase of general pavement services for use by the Service Department of the City of Strongsville for a period ending December 31, 2026; and

WHEREAS, one bid was received, which is fair and reasonable and in the best interest of the City, and therefore, Council is desirous of proceeding to award and enter into a contract for such services.

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 **CROSSROADS ASPHALT RECYCLING, INC.,** for the purchase of general pavement services through December 31, 2026 for use by the Service Department of the City of Strongsville meets the specifications on file in the office of the Director of Public Service; 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.

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 for the purchase of general pavement services for use by the Service Department of the City, in accordance with the specifications on file in the office of the Director of Public Service and for the unit prices and sums submitted in such bid, but in any event in a total amount not to exceed $2,242,277.50 through December 31, 2026, and in a form to be 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 Street Construction, Maintenance and Repair Fund; Motor Vehicle Fund; and 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 and render safe various public roadways in the City, provide for the continuity of services and operation of the Department of Public Service, and to conserve public

funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

_____
President of Council

Date Passed:_____

Approved:_____
Mayor

Date Approved:_____

Attest:_____
Clerk of Council

	Yea	Nay
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Ord. No. 2026-039 Amended:_____
1st Rdg._____ Ref:_____
2nd Rdg._____ Ref:_____
3rd Rdg._____ Ref:_____
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Public Hrg._____ Ref:_____
Adopted:_____ Defeated:_____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 040

By: Mayor Perciak and All Members of Council

AN ORDINANCE RATIFYING, AUTHORIZING AND APPROVING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION ANNUAL SALT CONTRACT (018-27) FOR THE PURCHASE OF ROAD SALT FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE DURING THE 2026-2027 SEASON; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville, Cuyahoga County, (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's ("ODOT") annual road salt bid (018-27) in accordance with Ohio Revised Code 5513.01(B), and hereby agrees to all of the following terms and conditions in its participation of the ODOT annual road salt contract; and

WHEREAS, the Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the annual road salt contract and acknowledges that upon award of the contract by the Director of ODOT, it shall be bound by all such terms and conditions included in the contract; and

WHEREAS, the Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the annual road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

WHEREAS, the Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT annual road salt contract, and agrees that each party hereto shall be responsible for liability associated with that party's own errors, actions and failure to act; and

WHEREAS, the Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

WHEREAS, the Political Subdivision hereby requests through this participation agreement a total of **Nine Thousand (9,000)** tons of Sodium Chloride (Road Salt); and

WHEREAS, the Political Subdivision hereby agrees to purchase a minimum of 85% of its electronically submitted salt quantities from its awarded salt supplier during the contract's effective period; and

WHEREAS, the Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to the ODOT annual salt contract; and

WHEREAS, the Political Subdivision acknowledges that should it wish to rescind this participation agreement, it will do so by written, e-mailed request by no later than Friday, May 1,

2026. The written, e-mailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section e-mail: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement, as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement; and

WHEREAS, this Council wishes to take advantage of this opportunity in the purchase of road salt during the 2026-2027 season, through the State of Ohio Department of Transportation, Contract No. 018-27.

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

Section 1. That Council ratifies, approves and authorizes the Mayor's request for authority in the name of the City of Strongsville to participate in Ohio Department of Transportation contracts for the purchase of Sodium Chloride (Road Salt) at a rate per ton to be determined through the ODOT bidding process for use by the Service Department of the City, in a total amount estimated at **9,000** tons for the winter season and contract, as outlined in the participation agreement, which contract(s) the Department will enter into pursuant to Revised Code Section 5513.01(B).

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

Section 3. That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Transportation annual salt contract.

Section 4. That the funds for the purposes of said contract have been appropriated shall be paid from the Street Construction, Maintenance & Repair Fund; and the State Highway Maintenance Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in such program and purchase such road salt materials for the next winter season in order to provide continuity of services to residents of the City and in the operation of the Department of Public Service, to ensure safe passage on City streets, to comply with Ohio Department of Transportation deadlines, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect

and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

_____
President of Council

Date Passed:_____

Approved:_____
Mayor

Date Approved:_____

Attest:_____
Clerk of Council

	Yea	Nay
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Ord. No. 2026-040 Amended:_____
1st Rdg._____ Ref:_____
2nd Rdg._____ Ref:_____
3rd Rdg._____ Ref:_____
Public Hrg._____ Ref:_____
Adopted:_____ Defeated:_____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 041

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF PARKS, RECREATION & SENIOR SERVICES TO MAKE APPLICATION ON BEHALF OF THE CITY OF STRONGSVILLE FOR FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS UNDER THE 2026 CUYAHOGA COUNTY SPECIAL MUNICIPAL GRANT PROGRAM, IN CONNECTION WITH VARIOUS UPGRADES TO THE WALTER F. EHRNFELT SENIOR CENTER; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 1977-202, Council has authorized the City of Strongsville to enter into a Cooperation Agreement with Cuyahoga County in order to utilize funds made available by the Housing and Community Development Act of 1974; and

WHEREAS, through such Cooperation Agreement, the City of Strongsville is one of fifty-one (51) Urban County Communities, and therefore, is entitled to apply for Municipal Grant Program funding; and

WHEREAS, Cuyahoga County's Municipal Grant Program awards grants to eligible municipal governments for projects that improve their communities and makes awards to urban county communities to help strengthen cities, encourage regional collaboration, and improve quality of life for County residents; and

WHEREAS, the City is desirous of seeking Community Development Block Grant funds through the 2026 Cuyahoga County Special Municipal Grant Program in order to assist the City with funding for various upgrades at the Walter F. Ehrnfelt Senior Center; and

WHEREAS, the City held a public administrative meeting on April 9, 2026, and considering all comments at that meeting, the Council has concluded that the City of Strongsville meets the criteria for funding under the Community Development Block Grant Program through the 2026 Cuyahoga County Special Municipal Grant Program, and desires to apply for such funding of up to $167,000.00; and

WHEREAS, when the City is advised that its application for funding under the Grant Program is approved, the City is desirous of accepting such award.

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 and directs the Mayor and Director of Parks, Recreation & Senior Services to apply for Community Development Block Grant funds through the 2026 Cuyahoga County Special Municipal Grant program, on behalf of the City of Strongsville, for the purpose of various upgrades at the Walter F. Ehrnfelt Senior Center, in an amount of up to $167,000.00, with the application form on file with the Director of Parks, Recreation & Senior Services.

Section 2. That the Mayor be and is hereby authorized to certify that the City of Strongsville possesses the legal authority to proceed with the project if the funds are awarded, that the information contained in the application is true and correct, that the submittal of the application has been duly authorized hereby; and further to execute all documents and do all things necessary in furtherance thereof.

Section 3. That this Council hereby approves the acceptance of any award of funding under such Grant Program for 2026, and hereby authorizes the Mayor, Director of Finance, Director of Parks, Recreation & Senior Services, and other appropriate officers of the City to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith.

Section 4. That any advance of funds under this Ordinance and/or the City's share will be made from the Multi-Purpose Complex Fund, subject to reimbursement under the Grant.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure 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 and approve the submission of such application for financial assistance in order to meet the application deadline, to accept such funds when awarded, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

_____
President of Council

Date Passed:_____

	Yea	Nay
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Approved:_____
Mayor

Date Approved:_____

Attest:_____
Clerk of Council

Ord. No. 2026-041 Amended:_____
1st Rdg._____ Ref:_____
2nd Rdg._____ Ref:_____
3rd Rdg._____ Ref:_____

Public Hrg._____ Ref:_____
Adopted:_____ Defeated:_____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 042

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND ADOPTING THE APRIL, 2026 REPLACEMENT PAGES TO THE CODIFIED ORDINANCES OF THE CITY, REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH, AND DECLARING AN EMERGENCY.

WHEREAS, in order to conform with the changes adopted by the Ohio General Assembly and with current State law as required by the Ohio Constitution, it is necessary for the City to amend certain provisions within its General Offenses Code and Traffic Code; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council since May, 2025 which now should be included in the Codified Ordinances; and

WHEREAS, Council has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish the aforesaid amendments and revisions; and

WHEREAS, the codification of such ordinances, together with the new matters to be adopted, the matters to be amended, and those to be repealed, are before the Council.

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

Section 1. That the additions and amendments to the General Offenses Code and Traffic Code of the Codified Ordinances of the City of Strongsville, as prepared by the Walter H. Drane Company in order to comply with current State law, be and are hereby approved and adopted; and the ordinances of Strongsville of a general and permanent nature, as revised, re-codified, rearranged and consolidated into component codes, titles, chapters and sections within the April, 2026 Replacement Pages to the Codified Ordinances, be and are hereby approved and adopted, all as set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 2. That any other ordinances or resolutions or parts thereof in conflict with any of the above Ordinances shall, to the extent of any conflict, 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 there exists an imperative necessity for the earliest publication and distribution of the aforesaid amendments to the Codified Ordinances to the officials and residents of the City, so as to facilitate the administration and daily operation of the City and its departments, and to avoid practical and legal entanglements. 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:_____

	Yea	Nay
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

Approved:_____
Mayor

Date Approved:_____

Attest:_____
Clerk of Council

Ord. No. 2026-042 Amended:_____
1st Rdg._____ Ref:_____
2nd Rdg._____ Ref:_____
3rd Rdg._____ Ref:_____

Public Hrg._____ Ref:_____
Adopted:_____ Defeated:_____

EXHIBIT "A"

Ord. No.	Date	C.O. Section
2025-074	6-16-25	May 2025 Replacement Pages
2025-077	7-14-25	474.13
2025-140	2-17-26	1252.17
2025-144	3-2-26	878.01 to 878.05, 878.99
2026-001	1-5-26	1485.01 to 1485.16, 1485.99
2026-011	2-17-26	832.01 to 832.18, 832.99
2026-024	3-16-26	220.01, 220.03(a)

EXHIBIT "A" (Cont.)

Traffic Code

402.02 Agricultural tractor and traction engine. (Added)
402.03 Alley. (Added)
402.04 Arterial street or highway. (Added)
402.05 Autocycle. (Added)
402.06 Beacon. (Added)
402.07 Bicycle. (Added)
402.08 Bicycle box. (Added)
402.09 Bicycle lane. (Added)
402.10 Bicycle signal face. (Added)
402.11 Bicycle signal sign. (Added)
402.12 Bikeway. (Added)
402.13 Bus. (Added)
402.14 Business district. (Added)
402.15 Busway. (Added)
402.16 Cab-enclosed motorcycle. (Added)
402.17 Chauffeured limousine. (Added)
402.18 Child care center. (Added)
402.19 Commercial tractor. (Added)
402.20 Controlled-access highway. (Added)
402.21 Crosswalk. (Added)
402.22 Driver or operator. (Added)
402.23 Driveway. (Added)
402.24 Electric bicycle. (Added)
402.25 Electronic. (Added)
402.26 Emergency vehicle. (Added)
402.27 Explosives. (Added)
402.28 Expressway. (Added)
402.29 Farm machinery. (Added)
402.30 Flammable liquid. (Added)
402.31 Freeway. (Added)
402.32 Funeral escort vehicle. (Added)
402.33 Gross weight. (Added)
402.34 Highway maintenance vehicle. (Added)
402.35 Highway traffic signal. (Added)
402.36 Hybrid beacon. (Added)
402.37 In-road warning light. (Added)
402.38 Intersection. (Added)
402.39 Lane-use control signal. (Added)
402.40 Laned highway. (Added)
402.41 Limited driving privileges. (Added)
402.42 Local authorities. (Added)
402.43 Low-speed micromobility device. (Added)
402.44 Median. (Added)
402.45 Motor-driven cycle or motor scooter. (Added)
402.46 Motor vehicle. (Added)
402.47 Motorcycle. (Added)
402.48 Motorized bicycle or moped. (Added)
402.49 Motorized wheelchair. (Added)
402.50 Multi-wheel agricultural tractor. (Added)

Traffic Code (Cont.)

402.51 Natural resources officer. (Added)
402.52 Operate. (Added)
402.53 Parked or parking. (Added)
402.54 Pedestrian. (Added)
402.55 Person. (Added)
402.56 Pole trailer. (Added)
402.57 Police officer. (Added)
402.58 Predicate motor vehicle or traffic offense. (Added)
402.59 Private road. (Added)
402.60 Public safety vehicle. (Added)
402.61 Railroad. (Added)
402.62 Railroad sign or signal. (Added)
402.63 Residence district. (Added)
402.64 Ridesharing arrangement. (Added)
402.65 Right-of-way. (Added)
402.66 Road service vehicle. (Added)
402.67 Roadway. (Added)
402.68 Roundabout. (Added)
402.69 Rural mail delivery vehicle. (Added)
402.70 Safety zone. (Added)
402.71 School bus. (Added)
402.72 Semitrailer. (Added)
402.73 Shared-use path. (Added)
402.74 Shoulder. (Added)
402.75 Sidewalk. (Added)
402.76 Site roadway open to public travel. (Added)
402.77 Standing. (Added)
402.78 State. (Added)
402.79 State highway. (Added)
402.80 State route. (Added)
402.81 Stop. (Added)
402.82 Stop intersection. (Added)
402.83 Stopping. (Added)
402.84 Street or highway. (Added)
402.85 Through highway. (Added)
402.86 Thruway. (Added)
402.87 Traffic. (Added)
402.88 Traffic control device. (Added)
402.89 Traffic control signal. (Added)
402.90 Trailer. (Added)
402.91 Train. (Added)
402.92 Truck. (Added)
402.93 Two-stage bicycle turn box. (Added)
402.94 Type A family child care home. (Added)
402.95 Urban district. (Added)
402.96 Vehicle. (Added)
402.97 Waste collection vehicle. (Added)
402.98 Wildlife officer. (Added)
414.02 Through Highways; Stop and Yield Right-of-Way Signs. (Amended)
414.03 Traffic Signal Indications. (Amended)
414.04 Lane-Use Control Signal Indications. (Amended)
414.10 Driver's Duties Upon Approaching Ambiguous or Non-Working Traffic Signal. (Amended)

Traffic Code (Cont.)

414.11 Unlawful Purchase, Possession or Sale. (Amended)
414.12 Portable Signal Preemption Devices Prohibited. (Amended)
414.13 Bicycle Symbol Signal Indications. (Added)
416.01 Right of Way in Crosswalk. (Amended)
416.03 Crossing Roadway Outside Crosswalk; Diagonal Crossings at Intersections. (Amended)
416.11 Persons Operating Motorized Wheelchairs. (Deleted)
416.12 Electric Personal Assistive Mobility Devices. (Amended)
432.30 Stopping for School Bus; Discharging Children. (Amended)
432.301 School Bus Operator to Report Violations. (Added)
432.31 Driving Across Grade Crossing. (Amended)
432.34 Obstructing Intersection, Crosswalk or Grade Crossing. (Amended)
432.42 Occupying Travel Trailer, Fifth Wheel Vehicle, or Manufactured or Mobile Home While in Motion. (Amended)
432.45 Restrictions on the Operation of School Buses. (Amended)
434.01 Driving or Physical Control While Under the Influence. (Amended)
434.03 Maximum Speed Limits; Assured Clear Distance Ahead. (Amended)
434.11 Electronic Wireless Communication Device Use Prohibited While Driving. (Amended)
436.09 Display of License Plates or Validation Stickers; Registration. (Amended)
438.25 Motor Vehicle Stop Lights. (Amended)
442.01 Commercial Drivers Definitions. (Amended)

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606.10 Falsification. (Amended)
612.08 Hours of Sale or Consumption. (Amended)
624.12 Drug Paraphernalia. (Amended)
630.01 Gambling Definitions. (Amended)
666.17 Dissemination of Private Sexual Images. (Repealed)