

City of Strongsville

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

May 1, 2025

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

Brian M. Spring
At-Large

Aimee Pientka, MMC
Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, May 5, 2025**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road***:

Caucus will begin at 6:30 p.m. All committees listed will meet immediately following the previous committee:

6:30 P.M. **Public Service & Conservation Committee** will meet to discuss Ordinance No. 2025-050.

Recreation & Community Services Committee will meet to discuss Resolution No. 2025-051.

Planning, Zoning & Engineering Committee will meet to discuss Ordinance Nos. 2025-052, 2025-053, 2025-054 and Resolution Nos. 2025-055 and 2025-056.

Committee of the Whole will meet to discuss Resolution No. 2025-057.

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

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

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, MAY 5, 2025 AT 7:00 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 21, 2025*
6. APPOINTMENTS, CONFIRMATIONS AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
 - ECONOMIC DEVELOPMENT – Clark
 - BUILDING & UTILITIES – Roff
 - PUBLIC SERVICE AND CONSERVATION – Roff
 - PUBLIC SAFETY AND HEALTH – Kosek
 - COMMUNICATIONS AND TECHNOLOGY – Kosek
 - RECREATION AND COMMUNITY SERVICES – Kaminski
 - PLANNING, ZONING AND ENGINEERING – Spring
 - 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. 2025-050 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 2025 FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2025-051 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING A DONATION OF MONEY FROM SPENSER AND CHRISTINE VAGO, TO BE USED IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE.
- Ordinance No. 2025-052 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE TAWNY BROOK LANE AND TRILLIUM TRAIL WATERLINE REPLACEMENT PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2025-053 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 VACANT REAL ESTATE LOCATED AT 13570 FALLING WATER ROAD (PPN 396-14-015) IN THE CITY OF STRONGSVILLE, FROM SC (SHOPPING CENTER) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION.
- Ordinance No. 2025-054 by Mayor Perciak and All Members of Council. AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF PARK RIDGE CROSSING SUBDIVISION NO. 3, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2025-055 by Mayor Perciak and All Members of Council. A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN PARK RIDGE CROSSING SUBDIVISION NO. 3, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2025-056 by Mayor Perciak and All Members of Council. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR THE CONSTRUCTION OF A PAVILION/STORAGE SHED FOR THE STRONGSVILLE UNITED CHURCH OF CHRIST, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2025-057 by Mayor Perciak and All Members of Council. A RESOLUTION CONSENTING TO THE TERMS OF THE COSTCO WHOLESALE CORPORATION MASTER SETTLEMENT AGREEMENT IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE MAYOR TO EXECUTE A SETTLING SUBDIVISION PARTICIPATION AND RELEASE FORM FOR THE COSTCO SETTLEMENT, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 050

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 2025 FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Resolution No. 2025-038, 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, 2025; 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, 2025 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 \$2,184,027.50 through December 31, 2025, 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; and Motor Vehicle 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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 050

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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: _____

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

Attest: _____
Clerk of Council

Ord. No. 2025-050 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2025 – 051

By: Mayor Perciak and All Members of Council

A RESOLUTION ACCEPTING A DONATION OF MONEY FROM SPENSER AND CHRISTINE VAGO, TO BE USED IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE.

WHEREAS, the Strongsville Town Center area is an essential part of the fabric of the City of Strongsville and encompasses some 81 acres extending from Royalton Road and Pearl Road, north past Zverina Lane; and

WHEREAS, the City of Strongsville has continuously recognized the importance of the Strongsville Town Center area and, therefore, launched the "Strongsville Town Center Enhancement & Walkability Initiative" to provide further amenities and upgrade the connectivity and walkability within the Strongsville Town Center area, which will improve the quality of community life for our residents and guests; and

WHEREAS, through the efforts of all those involved with the Project, the enhancement of the Strongsville Town Center has become a reality for the City of Strongsville, and now everyday families enjoy the various recreational activities and amenities which are available in the Town Center area; and

WHEREAS, Spenser and Christine Vago are long-time residents of the City of Strongsville and also maintain their insurance business within the City; and

WHEREAS, over the years, as residents of the City, Spenser and Christine have contributed their time and talents to various civic organizations in the City of Strongsville community, including the Strongsville Chamber of Commerce; and

WHEREAS, Spenser and Christine Vago have most graciously donated a check in the amount of \$5,000.00 to be utilized by the City of Strongsville for the Town Center Enhancement & Walkability Initiative; and

WHEREAS, the City is desirous of accepting such gracious donation.

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

Section 1. That the Mayor and this Council hereby extend their gratitude and appreciation to Spenser and Christine Vago for their donation of \$5,000.00 to be utilized by the City for the Strongsville Town Center Enhancement & Walkability Initiative.

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2025 – 051

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Section 3. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

RES
Ord. No. 2025-051 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 052

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE TAWNY BROOK LANE AND TRILLIUM TRAIL WATERLINE REPLACEMENT PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the City has advertised and received bids for the Tawny Brook Lane and Trillium Trail Waterline Replacement Project in the City of Strongsville; and

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

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

Section 1. That this Council hereby finds and determines that the bid submitted by **FABRIZI TRUCKING & PAVING COMPANY, INC.**, for the Tawny Brook Lane and Trillium Trail Waterline Replacement Project meets the specifications on file in the office of the City Engineer; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. All other bids for this contract are hereby rejected.

Section 2. That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in the amount of \$593,545.00 for the Tawny Brook Lane and Trillium Trail Waterline Replacement Project in the City of Strongsville, and in a form approved by the Law Director.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the 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 proceed with the Project to maintain efficient water service in the area of Tawny Brook Lane and Trillium Trail, to improve properties within the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2025 – 052
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President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2025-052 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 053

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 VACANT REAL ESTATE LOCATED AT 13570 FALLING WATER ROAD (PPN 396-14-015) IN THE CITY OF STRONGSVILLE, FROM SC (SHOPPING CENTER) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION.

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 vacant property located at 13570 Falling Water Road (PPN 396-14-015), in the City of Strongsville, from SC (Shopping Center) classification to MS (Motorist Service) classification, 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 zoning change in 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 shall take effect and be in force from and after the earliest period allowed by law.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2025 – 053
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2025-053 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Exhibit "C"

Legal Description – Parcel "C"

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Block "A" in the Woodlawn Estate, Inc., Ledgewood Subdivision No. 1 and a part of Original Strongsville Township, Lot No. 35 as shown by the recorded plat in Volume 201, Page 69 of the Cuyahoga County Map Records and is further bounded and described as follows;

Beginning at a PK Nail set at the intersection of the easterly right of way line of Falling Water Road – 100 feet wide and the southerly line of the Valley Creek Village Condominiums as shown by the recorded plat in Volume 31, Page 54 of the Cuyahoga County Map Records;

Thence North 87° 36' 49" East along the southerly line of said Valley Creek Village Condominiums and along the southerly line of the Valley Creek Village Cluster Development as shown by the recorded plat in Volume 224, Page 95 of the Cuyahoga County Map Records, a distance of 277.69 feet to a 5/8" diameter capped iron pin set, said point being the Principal Place of Beginning of the premises herein described;

Course I Thence continuing North 87° 36' 49" East along the southerly line of said Valley Creek Village Cluster Development, a distance of 491.23 feet to a 5/8" diameter capped iron pin set on the westerly line of lands conveyed to VAM, LTD, LCC as recorded in AFN 199909070771;

Course II Thence South 00° 18' 41" East along the westerly line of said lands conveyed to VAM, LTD, LLC, a distance of 460.23 feet to a 5/8" diameter capped iron pin set at the northeasterly corner of lands conveyed to FHL Investments LTD II as recorded in Volume 84-0334, Page 50 of the Cuyahoga County Records;

Course III Thence South 87° 36' 49" West along the northerly line of said lands conveyed to FHL Investments LTD II, a distance of 446.84 feet to a PK Nail set on the easterly limits of lands conveyed to Ledgewood Estates as recorded in AFN 200207010657 of the Cuyahoga County Records;

EXHIBIT A

- Course IV Thence North 03° 34' 54" West along the easterly limits of said lands conveyed to Ledgewood Estates, passing through a 1" iron pipe found at a distance of 85.24 feet, a total distance of 193.00 to a 5/8" diameter capped iron pin set;
- Course V Thence North 82° 59' 21" West a distance of 184.79 feet to a 5/8" diameter capped iron pin set;
- Course VI Thence North 86° 37' 03" West a distance of 209.28 feet to a 5/8" diameter capped iron pin set on the easterly right of way line of said Falling Water Road;
- Course VII Thence along the arc of a curve, along the easterly right of way line of said Falling Water Road, deflecting to the right, whose radius is 1485.49 feet which has a chord length of 31.09 feet which bears North 18° 36' 33" East, a distance of 31.09 feet to a 5/8" diameter capped iron pin set;
- Course VIII Thence South 86° 37' 03" East a distance of 202.07 feet to a 5/8" diameter capped iron pin set;
- Course IX Thence South 82° 59' 21" East a distance of 116.90 feet to a 5/8" diameter capped iron pin set;
- Course X Thence North 33° 08' 15" East a distance of 65.28 feet to a 5/8" diameter capped iron pin set;
- Course XI Thence North 01° 55' 41" West a distance of 173.01 feet to the Principal Place of Beginning of the premises herein described containing 5.265 Acres (229,353 s.f.) of land, be the same more or less but subject to all legal highways and easements as surveyed, calculated and described by John Alban, Registered Surveyor No. 7651 in February, 2005. Bearings used herein refer to an assumed meridian and are intended to indicate angles only. Deed of reference is Volume 88-3477, Page 68 and Volume 88-3478, Page 25 of the Cuyahoga County Records.

Permanent Parcel No(s):

PETITION FOR ZONING CHANGE

Ordinance Number: 2025-053

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 Shopping Cen use to a class MOTELIST use. Service

Such change is necessary for the preservation and enjoyment of a substantial property right because: _____

SITE HAS NEVER DEVELOPED.

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: _____

SUBSTANTIAL BUFFER, TREE PRESERVATION

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

1. LETTER FROM APPLICANT
2. POTENTIAL SITE PLAN / CONCEPT
3. AMENDED MOTELIST SERVICE DISTRICT TEXT. / DEBR Proposed Revised

THE PROPOSED USE OF THE PROPERTY IS: Hotel

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

Name: Tim Spencer / Trivium Development LLC

Address: 210 N. Lazelle Street Columbus, Ohio 43215

Telephone Number: (614) 545-7979 cell: (614) 679-6979



[Signature]
Signature of Owner(s) DEAN ASIMES, OWNER

Subscribed in my presence this 15 day of April, 2025

[Signature]
Notary Public

My commission expires: 10/7/26

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

PROPERTY DESCRIPTION FORM

Ordinance Number: 2025-053

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: 13570 Falling Water Drive Strongsville, Ohio 44136

Permanent Parcel No: 396-14-015

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) The property is adjacent to a residential neighborhood to the north, an office building and daycare to the west and retail to the south and east. The site has direct access to Falling Water via a private drive.

Number and type of buildings which now occupy property (if any):
The property currently sits vacant and has never been developed on

Acreage: 5.265 +/- acres

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

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

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

Owner(s)	Percent of Ownership:
1. <u>Strongsville Falling Waters II, Ltd.</u>	<u>100</u> %
2. _____	_____ %
3. _____	_____ %

[Signature]
Signature of Owner(s) DEAN ASHES, OWNER



Witnessed and subscribed to in my presence this 15 day of April, 2025.

[Signature]
Notary Public

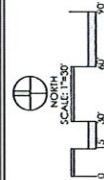
My commission expires 10/7/26

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.



FALLING WATER RD - STRONGSVILLE
PREPARED FOR TRIVIMUM DEVELOPMENT

DATE: 12/24/24



Faris Planning & Design

LAND PLANNING • LANDSCAPE ARCHITECTURE

4076 Cemetery Road
Hillard, OH 43026
(614) 457-1744
www.johnstonandjohn.com

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Lori Daley, Assistant City Engineer

FROM: Aimee Pientka, Clerk of Council

DATE: April 22, 2025

SUBJECT: Rezoning Application
Owner: Strongsville Falling Waters LTD
Developer: Tim Spencer/Trivium Development
PPN: 396-14-015
13570 Falling Water Road
From: Shopping Center (SC) to Motorist Service (MS)

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, Clerk of Council
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: April 24, 2025

Re: Rezoning Application
Strongsville Falling Waters II LTD
PPN 396-14-015
From SC to MS

Neal,

The legal description included in the Clerk of Council's April 22, 2025 memo regarding the above referenced application accurately describes the parcel to be rezoned.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 054

By: Mayor Perciak and All Members of Council

**AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES
ONLY THE PLAT OF PARK RIDGE CROSSING SUBDIVISION
NO. 3, IN THE CITY OF STRONGSVILLE, AND DECLARING AN
EMERGENCY.**

WHEREAS, the plat of Park Ridge Crossing Subdivision No. 3 is being submitted to this Council for review pursuant to Title Four of Part Twelve entitled "Subdivision Regulations" of the Codified Ordinances of the City of Strongsville; and

WHEREAS, Park Ridge Investments, LLC, the owner of said Subdivision, has submitted the subdivision plat (attached hereto as Exhibit "1") to the Planning Commission of the City of Strongsville, and the Planning Commission approved the plat on April 10, 2025, subject to certain conditions which have been substantially satisfied; and

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

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

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

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

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

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

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 054

Page 2

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

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

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

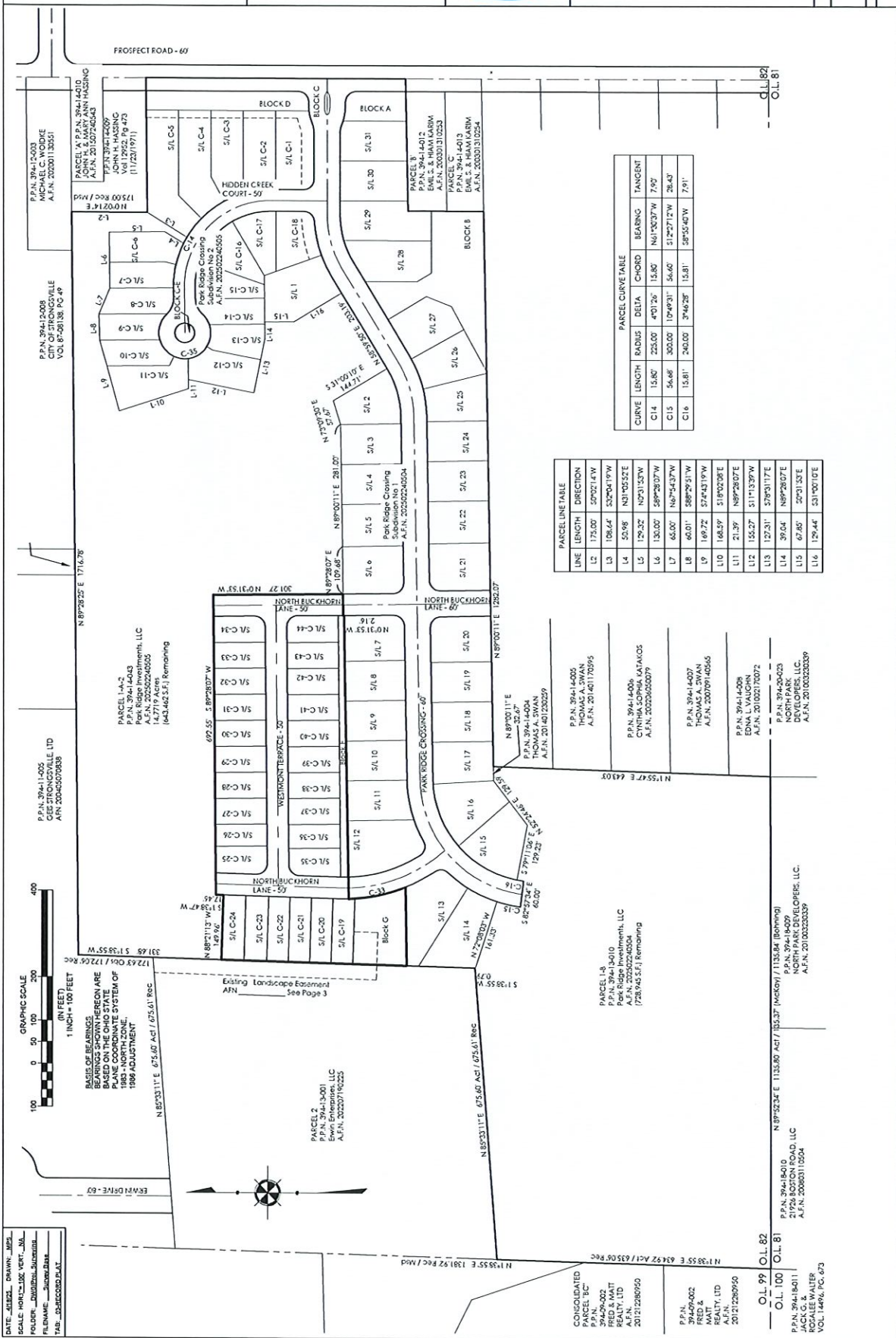
	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

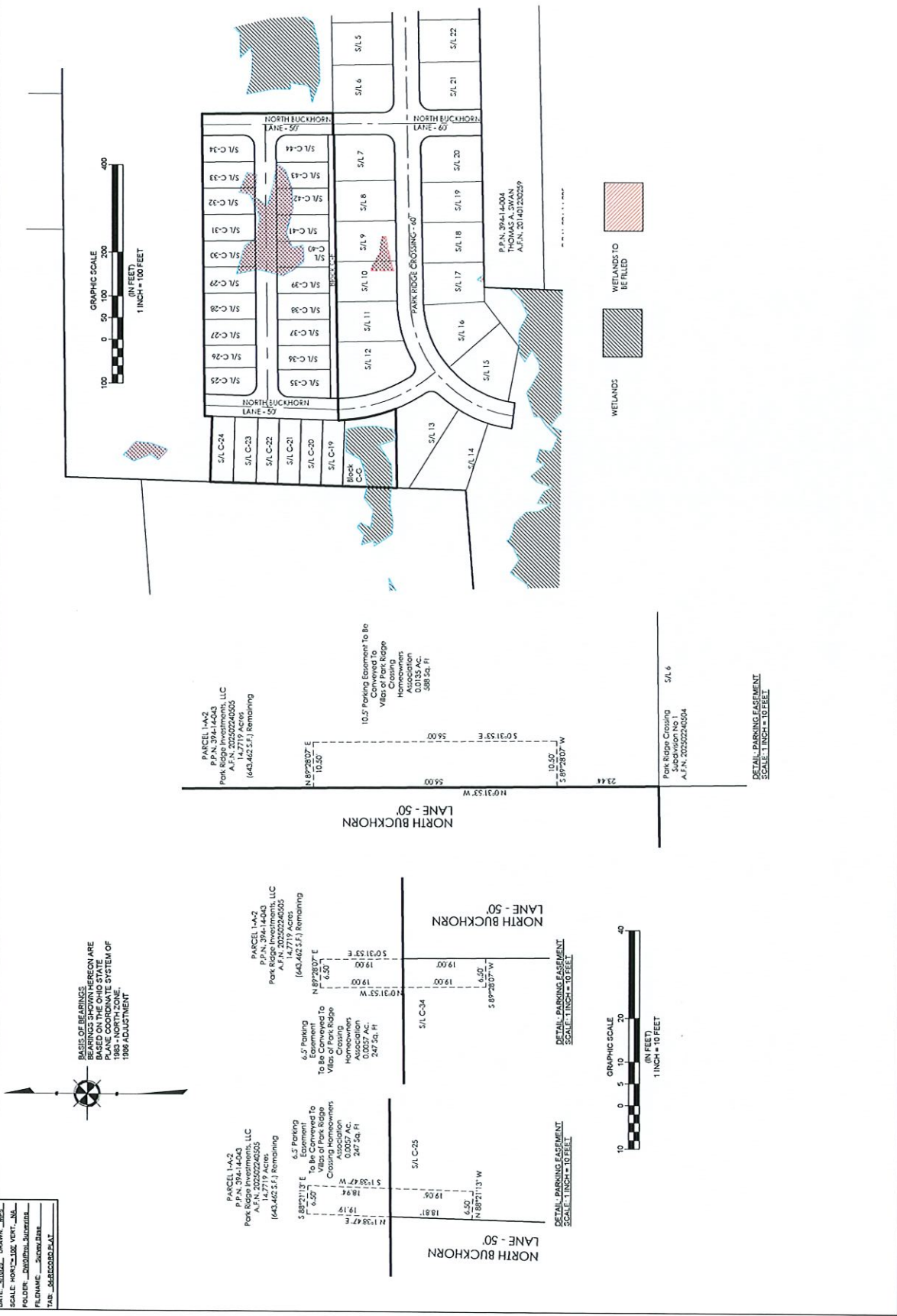
Attest: _____
Clerk of Council

Ord. No. 2025-054 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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







SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2025, by and between **PARK RIDGE INVESTMENTS, LLC**, an Ohio limited liability company, located at 22700 Royalton Road, Strongsville, Ohio 44149, hereinafter called the "Developer", and the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, hereinafter called "City".

WHEREAS, **PARK RIDGE INVESTMENTS, LLC** is the owner and developer of certain property known as Permanent Parcel Number 394-14-043, located in the City of Strongsville; and

WHEREAS, Developer is desirous of developing the aforesaid property owned by it and known as **PARK RIDGE CROSSING SUBDIVISION NO. 3**, as the same was approved by the City's Planning Commission on April 10, 2025, subject to conditions which have been substantially satisfied; and

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

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

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

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

I. IMPROVEMENTS, SECURITY, ACCEPTANCE AND DEDICATION.

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

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

3. Developer shall construct or enter into a contract for the construction of the improvements required in the aforesaid Subdivision, as approved by the City Engineer on April 10, 2025, in accordance with the terms of this Agreement, the General Requirements herein, and the Subdivision Regulations of the City and shall pay the total cost thereof. Developer shall complete all street pavements, curbs, sidewalks, sanitary sewer systems, storm drainage systems, water mains, and other utilities to be constructed in public rights-of-way on or before November 1, 2025; unless said time(s) is or are extended by the Council of the City. Such time extension(s) may be granted so long as the City Engineer determines that delays in construction are not the result of the actions or inactions of the Developer, and that Developer is making reasonable efforts to complete said improvements. Such extension(s) shall not be unreasonably withheld.

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

5. In order to secure the performance of this Agreement and all the aforesaid work in accordance with the standards established in the Subdivision Regulations and the completion of such work within the time period(s) established herein, Developer herewith deposits with **FIRST FEDERAL OF LAKEWOOD**, a financial institution, located at 14806 Detroit Road, Lakewood, Ohio 44107 (hereinafter referred to as "Escrow Agent") the total sum of \$975,000.00 (hereinafter referred to as the "improvements security funds") to be held in escrow in accordance with the Escrow Agreement attached hereto and incorporated herein as Exhibit A and subject to the following terms:

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

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

B. Escrow Agent is authorized to deliver or disburse the improvements security funds or any part thereof, with any additional funds including interest earned on the aforesaid sum, less any and all fees or penalties arising from the deposit or investment to the Developer as follows:

- (1) Only upon receipt of all of the following items shall the Escrow Agent deliver or disburse all or the remainder of the improvements security funds:
 - (a) The certificate of the City Engineer that all improvements have been installed in accordance with the requirements of the subdivision regulations of the City and with the actions of the Planning Commission;

- (b) Evidence of receipt by the City of a maintenance bond securing the maintenance and repair of the improvements for a period of two years in a form approved by the Law Director;
 - (c) A policy of title insurance in form approved by the Law Director covering all lands to be dedicated to public use, and showing title to the same to be in the City free and clear of any easements, mortgages, taxes, liens, assessments or other encumbrances of any kind whatsoever except the easements required by the Subdivision Regulations of the City and taxes not yet due and payable, or a certificate from the City Engineer acknowledging receipt of same;
 - (d) Evidence of Deposit by the Developer with the City or the Escrow Agent of a sum sufficient to pay all taxes and assessments which are a lien but not yet due and payable; and
 - (e) A copy of legislation duly adopted by the Council of the City accepting the dedication or conveyance of all lands and improvements required to be dedicated or conveyed by this Agreement, certified by the Clerk of Council to be a true and correct copy of the original.
 - (2) Upon receipt of certification by the City Engineer of the satisfactory completion of a portion of the aforesaid improvements, and upon a determination by the City that all remaining uncompleted improvements are adequately secured, the Escrow Agent shall release a portion of the improvements security funds deposited equal to an amount estimated by the City Engineer to be the cost of that portion of the improvements completed, or the difference between the total sum on deposit and the total sum determined by the City to be necessary to secure the completion of all remaining uncompleted improvements and all other obligations of Developer under this agreement, whichever may be less.
- C. The Escrow Agent is authorized to deliver or disburse to the City all or any part of the improvements security funds as determined by the City Engineer, plus any additional funds including interest earned on the aforesaid sums, less any and all fees or penalties due arising from the deposit or investment upon Escrow Agent being notified by the City of the occurrence of one or more of the following events:
- (1) If the Developer assigns this Agreement, or any interest therein to any person, firm or corporation, or gives to any person, firm or corporation, any order or orders thereon;
 - (2) If the required improvements shall violate building subdivision or zoning laws of the City;
 - (3) If the land within the development area as identified on the subdivision plat approved for record purposes is used for any unlawful purpose, or is occupied for other than dwelling purposes, or for any purpose without the

approval of the appropriate administrative official, board, or commission of the City;

- (4) If the improvements are not fully constructed by the completion date(s) established in paragraph I. 3. above, or by any extension date approved by Council pursuant thereto.
- (5) If the improvements in the judgment of the City Engineer are materially injured or destroyed prior to acceptance by the City, and no insurance or other provision acceptable to the City is made for prompt replacement or repair of the same at no cost to the City.
- (6) If the Developer fails to construct the improvements in accordance with plans and specifications that have been approved by the proper City authorities having charge thereof;
- (7) If the Developer does not permit the City or its authorized agents or employees to enter upon and inspect the same in every part at all reasonable times;
- (8) If the Developer shall commit an act of bankruptcy or if any relief under the Bankruptcy Act is sought by or against Developer or if a receiver is appointed to take charge of the assets or affairs of the Developer or if Developer should become insolvent.

Prior to the delivery or disbursement of improvements security funds under this paragraph I. 5.C., the City shall provide written notice by personal, or mail delivery to Developer of the grounds therefor, and shall establish and notify Developer of a time period within which Developer shall be afforded an opportunity to correct or cure the circumstances giving rise thereto. Such time period for correction or cure shall be no less than forty-five (45) days, unless the City Engineer determines that immediate work is required to protect the public health, safety and welfare, in which case such time period shall be as established by the City Engineer.

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

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

II. GENERAL REQUIREMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

"CITY"
CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak
Title: _____
Mayor

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

Billie R. Cristino
Billie R. Cristino

By: _____
Rick Puzzitiello
Its: _____
Chief Executive Officer

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

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

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

Notary Public

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **PARK RIDGE INVESTMENTS, LLC, an Ohio Limited Liability Co.**, by Rick Puzzitiello, its Chief Executive Officer, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said limited liability company, and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 25 day of April, 2025.



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

Billie R. Cristino
Notary Public

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing instrument this ____ day of _____, 2025.

Law Director

Exhibit "A"

ESCROW AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2025, by and among the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149 ("City"), **PARK RIDGE INVESTMENTS, LLC**, an Ohio limited liability company, organized and existing under the laws of the State of Ohio, located at 22700 Royalton Road, Strongsville, Ohio 44149 ("Owner"), and **FIRST FEDERAL OF LAKEWOOD**, a financial institution and escrow agent, located at 14806 Detroit Road, Lakewood, Ohio 44107 ("Escrow Agent").

WITNESSETH:

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

1. There shall be deposited with the Escrow Agent the sum of **Nine Hundred Seventy-Five Thousand and 00/100 Dollars (\$975,000.00)** ("Deposit"), to be held pursuant to the terms hereof. Upon Escrow Agent's receipt of the full Deposit, Escrow Agent shall notify both the City and Owner in writing.

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

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

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

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

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

C. Escrow Agent shall not be liable for any action taken by it in good faith, and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, and may consult with counsel of its own choice and

shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

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

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

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

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

FIRST FEDERAL OF LAKEWOOD

14806 Detroit Road
Lakewood, Ohio 44107
Attention: Anthony Yannucci

PARK RIDGE INVESTMENTS, LLC

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

CITY OF STRONGSVILLE

16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Law Director

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

Signed in the presence of:

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

Billie R. Cristino
Billie R. Cristino

By: 

Rick Puzzitiello

Its: _____

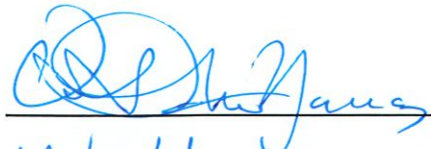
Chief Executive Officer

CITY OF STRONGSVILLE, OHIO

By: _____
Thomas P. Perciak
Its: _____
Mayor

FIRST FEDERAL OF LAKEWOOD

By: Robert J. Bernice Jr.
Its: Robert J. Bernice Jr., V.P.


Vicki Yancey

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2025 – 055

By: Mayor Perciak and All Members of Council

**A RESOLUTION DECLARING THE INTENT OF THE COUNCIL
OF THE CITY OF STRONGSVILLE TO ACCEPT FOR
DEDICATION CERTAIN STREETS WITHIN PARK RIDGE
CROSSING SUBDIVISION NO. 3, IN THE CITY OF
STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ordinance No. 2025-054 duly passed by this Council on May 5, 2025, the Council of the City of Strongsville accepted the plat submitted by Park Ridge Investments, LLC., the owner of Park Ridge Crossing Subdivision No. 3, for recording purposes only; and

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

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

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

Section 1. That the Council of the City of Strongsville does intend to accept for dedication, the streets shown on the subdivision plat of Park Ridge Crossing Subdivision No. 3, after all improvements, including utilities, have been installed and approved by the Engineer of the City of Strongsville, and after performance of the terms and conditions of the Agreement between the Developer and the City approved in Ordinance No. 2025-054.

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

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

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

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2025 – 055
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

RES
Ord. No. *2025-055* Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2025 – 056

By: Mayor Perciak and All Members of Council

**A RESOLUTION CONFIRMING PLANNING COMMISSION
APPROVAL OF THE FINAL SITE PLAN FOR THE
CONSTRUCTION OF A PAVILION/STORAGE SHED FOR THE
STRONGSVILLE UNITED CHURCH OF CHRIST, IN THE CITY
OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, Strongsville United Church of Christ submitted a final site plan to the Planning Commission for approval of a 2,304 square foot pavilion/storage shed for the current Strongsville United Church of Christ, located at 13702 Pearl Road, PPN 392-36-015, which property is zoned Public Facilities; and

WHEREAS, the Planning Commission approved said final site plan at its meeting of April 24, 2025.

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

Section 1. That this Council does hereby confirm the approval of the City's Planning Commission of the final site plan submitted by Strongsville United Church of Christ for the construction of a 2,304 square foot pavilion/storage shed for the current Strongsville United Church of Christ, located at 13702 Pearl Road, being PPN 392-36-015.

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

Section 3. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to ensure proper development of all lots and land located within the City. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2025 – 056

Page 2

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

Attest: _____
Clerk of Council

RES
Ord. No. 2025-056 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

MEMORANDUM

TO: Aimee Pientka, Council Clerk
Neal Jamison, Law Director

FROM: Mitzi Anderson, Administrator Boards & Commissions

SUBJECT: Referral to Council

DATE: April 25, 2025

Please be advised that at its Meeting of April 24, 2025, the Strongsville Planning Commission gave a Favorable Recommendation to the following:

STRONGSVILLE UNITED CHURCH OF CHRIST/Dale Hawk, Agent

Site Plan approval for the construction of a 2,304 SF pavilion/storage shed for Strongsville United Church of Christ, property located at 13702 Pearl Road, PPN 392-36-015, zoned PF – Public Facility
Architectural Review Board - Favorable Recommendation 4 -22- 25

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2025 – 057

By: Mayor Perciak and All Members of Council

A RESOLUTION CONSENTING TO THE TERMS OF THE COSTCO WHOLESALE CORPORATION MASTER SETTLEMENT AGREEMENT IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE MAYOR TO EXECUTE A SETTling SUBDIVISION PARTICIPATION AND RELEASE FORM FOR THE COSTCO SETTLEMENT, AND DECLARING AN EMERGENCY.

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

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

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

WHEREAS, however, at this time, the City's Special Legal Counsel has finalized terms of a separate Master Settlement Agreement with Costco Wholesale Corporation; and

WHEREAS, this Council wishes to agree to the terms of the Costco Wholesale Corporation Settlement pertaining to Settling Subdivisions, in order that the City will be entitled to the benefits provided therein, including monetary payments.

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

Section 1. That this Council hereby consents to the terms of the Costco Wholesale Corporation Settlement pertaining to Settling Subdivisions on behalf of the City of Strongsville.

Section 2. That this Council hereby authorizes the Mayor to execute the Costco Wholesale Corporation Settlement *Settling Subdivision Participation and Release Form* on behalf of the City of Strongsville, which is attached hereto as Exhibit A and incorporated herein.

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

Section 4. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to consent to the City's participation in the proposed Costco Wholesale Corporation Settlement, in order to protect the City's interests to ensure prompt pursuit of funds to assist in abating the opioid epidemic

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2025 – 057

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

President of Council

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

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

Attest: _____
Clerk of Council

RES

Ord. No. 2025-057 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

Exhibit B

Costco Wholesale Corporation Settling Subdivision Participation and Release Form

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

The governmental entity identified above ("*Settling Subdivision*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Master Settlement Agreement dated _____, 2025 ("*Costco Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Costco Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Costco Settlement, understands that all terms in this Settling Subdivision Participation and Release Form have the meanings defined therein, and agrees that by executing this Settling Subdivision Participation and Release Form, the Governmental Entity elects to participate in the Costco Settlement and become a Settling Subdivision as provided therein.
2. The Governmental Entity through its counsel shall promptly move to dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Costco Settlement pertaining to Settling Subdivision as defined therein.
4. By agreeing to the terms of the Costco Settlement and becoming a Releasor, the Governmental Entity is entitled to monetary payments.
5. The Governmental Entity, as a Settling Subdivision, hereby becomes a Releasor for all purposes in the Costco Settlement, along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any

Subject to Federal Rule of Evidence 408 and State Equivalents

Released Entity in any forum whatsoever. The releases provided for in the Costco Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Costco Settlement shall be a complete bar to any Released Claim.

6. Nothing herein is intended to modify in any way the terms of the Costco Settlement, to which Governmental Entity hereby agrees. To the extent this Settling Subdivision Participation and Release Form is interpreted differently from the Costco Settlement in any respect, the Costco Settlement controls.

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

Signature: _____

Name: Thomas P. Perciak

Title: Mayor

Date: _____