

## City of Strongsville

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

May 15, 2025

### City Council

James A. Kaminski  
Ward 1

Annamarie 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 19, 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 6:45 p.m. All committees listed will meet immediately following the previous committee:**

**6:45 P.M.**                      **Planning, Zoning & Engineering Committee** will meet to discuss Ordinance No. 2025-053.

**Public Service & Conservation Committee** will meet to discuss Ordinance Nos. 2025-058 and 2025-059.

**Public Safety & Health Committee** will meet to discuss Ordinance Nos. 2025-060 and 2025-061.

**Committee of the Whole** will meet to discuss Ordinance Nos. 2025-062, 2025-063, 2025-064 and Resolution No. 2025-065.

**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 19, 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 – May 5, 2025*
6. APPOINTMENTS, CONFIRMATIONS AWARDS AND RECOGNITION:
  - Mayor's appointment and Council confirmation of Gordon Glissman to a four (4) year term on the City's Architectural Review Board, effective May 19, 2025, and expiring May 18, 2029. *Oath of Office to follow at a later date.*
  - Mayor's re-appointment and Council confirmation of Dale Serne to a four (4) year term on the City's Architectural Review Board, effective June 1, 2025, and expiring on May 31, 2029. *Oath of Office to follow at a later date.*
  - Mayor's re-appointment and Council confirmation of Michael Kalinich, Jr. to a four (4) year term on the City's Planning Commission, effective September 1, 2025, and expiring on August 31, 2029. *Oath of Office to follow at a later date.*
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. 2025-053 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. *First reading and referred to the Planning Commission 05-05-19. Refer to Planning Commission memo from meeting held on 05-15-25.*
- Ordinance No. 2025-058 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MASTER COOPERATION AGREEMENT WITH CUYAHOGA COUNTY IN CONNECTION WITH THE COUNTY'S PAVEMENT PREVENTATIVE MAINTENANCE SERVICES PROGRAM FOR MAINTENANCE TO SPRAGUE ROAD, FROM WEBSTER ROAD TO WEST 130TH STREET IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2025-059 by Mayor Perciak and All Members of Council. AN ORDINANCE ADOPTING THE SOLID WASTE MANAGEMENT PLAN UPDATE FOR THE CUYAHOGA COUNTY SOLID WASTE MANAGEMENT DISTRICT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2025-060 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS POLICE VEHICLES NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2025-061 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE OHIO TRAFFIC SAFETY OFFICE IN CONNECTION WITH FUNDS AVAILABLE THROUGH THE FFY 2025 TRAFFIC SAFETY GRANT PROGRAM FOR TRAFFIC AND OVI ENFORCEMENT; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2025-062 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE FRATERNAL ORDER OF THE POLICE, PARMA LODGE #15 (SERGEANTS AND LIEUTENANTS UNIT) AND THE CITY OF STRONGSVILLE THROUGH DECEMBER 31, 2027, AND DECLARING AN EMERGENCY.

- Ordinance No. 2025-063 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE FRATERNAL ORDER OF THE POLICE, PARMA LODGE #15 (PATROL OFFICERS UNIT) AND THE CITY OF STRONGSVILLE THROUGH DECEMBER 31, 2027, AND DECLARING AN EMERGENCY.
- Ordinance No. 2025-064 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN EXCLUSIVE SALES LISTING AGREEMENT CONTRACT FOR PROFESSIONAL REAL ESTATE AGENCY, MARKETING AND ADVISORY SERVICES IN CONNECTION WITH THE SALE OF APPROXIMATELY 87.5 ACRES OF CITY-OWNED VACANT INDUSTRIAL LAND FOR ECONOMIC DEVELOPMENT, AND DECLARING AN EMERGENCY.
- Resolution No. 2025-065 by All Members of Council. A RESOLUTION DECLARING THE MONTHS OF JULY AND AUGUST, 2025 AS COUNCIL RECESS MONTHS, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

Application for Permit: **NEW - D5B**: To: Kyuramen Strongsville LLC; **DBA: Kyuramen**, 96 SouthPark Center, Strongsville, Ohio 44136 (Responses must be postmarked no later than 05/24/2025).

Application for Permit: **NEW - D5**: To: Fadyena LLC; **DBA: Jennifers Restaurant**, 14415 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 06/02/2025).

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

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: May 5, 2025

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

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

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

Referred to Planning Commission

May 6, 2025

Referred to Planning Commission

Approved: memo from meeting held on May 15, 2025.

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: \_\_\_\_\_  
1<sup>st</sup> Rdg. 05-05-25 Ref: PC/PCE  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> 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;

- 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):



A hand-drawn map showing the location of the site relative to Strongsville, Ohio. The map includes major roads like I-90, I-76, and I-80, as well as local streets such as Middle Point Circle, Woodbury Road, and Royalton Road. A compass rose indicates North. A box labeled 'SITE LOCATION' points to a specific area near the intersection of I-90 and I-76.

March 30, 2005



## EXHIBIT B

**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 Service use.

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. / DEAN ASHES Proposed  
Resubmit

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 ASHES, OWNER

Subscribed in my presence this 15 day of April, 2025

[Signature]

Notary Public

My commission expires: 10/27/26

\* 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



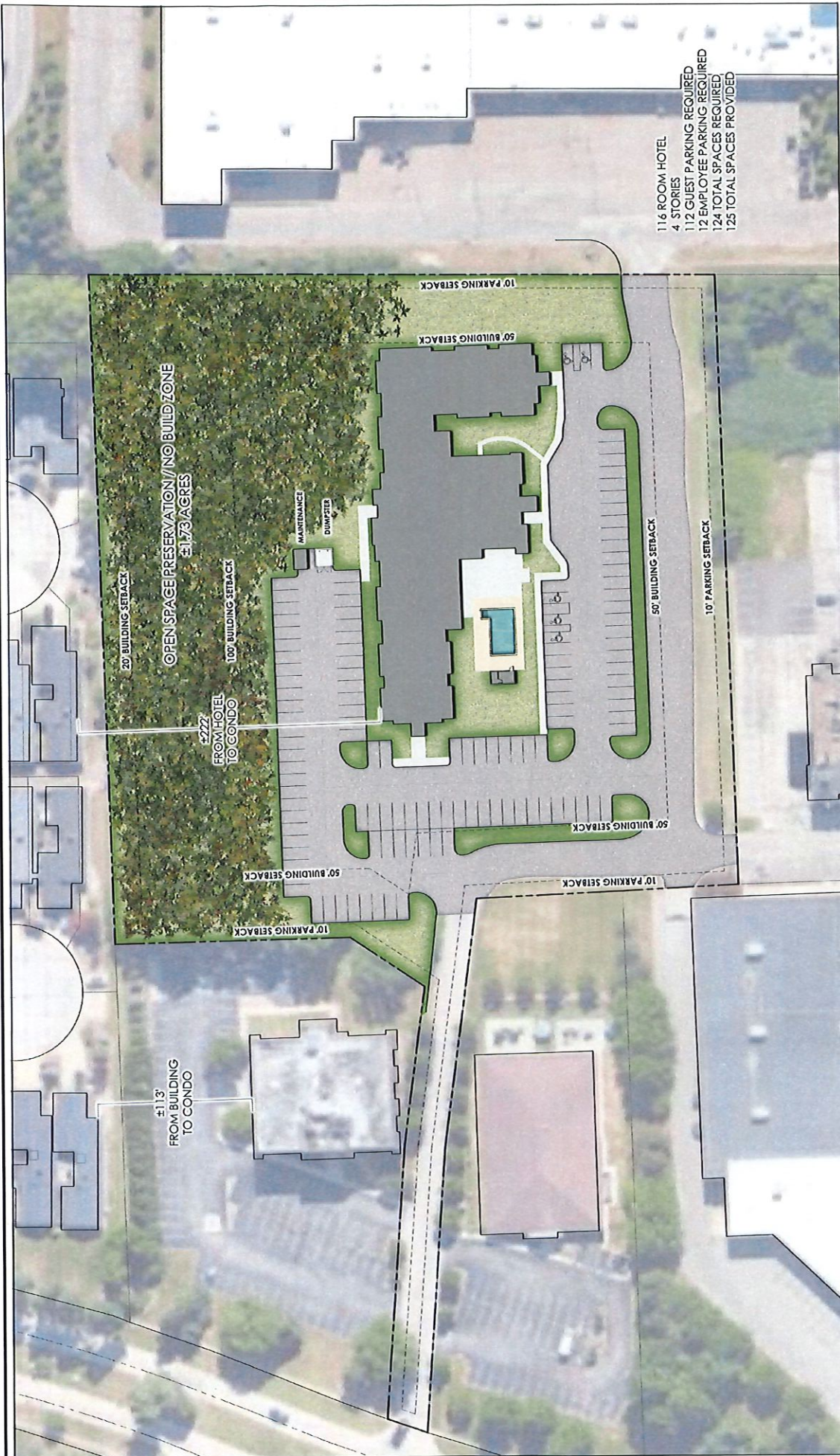
I, the undersigned, do hereby certify that I am a Notary Public for the State of Ohio and that I am duly qualified to perform the duties of my office. I am sworn to and subscribed to in my presence this 15 day of April, 2025.

[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.





116 ROOM HOTEL  
4 STORIES  
112 GUEST PARKING REQUIRED  
12 EMPLOYEE PARKING REQUIRED  
124 TOTAL SPACES REQUIRED  
125 TOTAL SPACES PROVIDED

# SITE PLAN

## FALLING WATER RD - STRONGSVILLE

PREPARED FOR TRIVIMUM DEVELOPMENT  
DATE: 12/24/24

NORTH  
 SCALE: 1"=30'  
 0 10 20 30 40

**Faris Planning & Design**  
 LAND PLANNING  
 LANDSCAPE ARCHITECTURE  
 4075 Columbus Road  
 #11414, #1271144  
 www.farisplanninganddesign.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**  
**OFFICE OF THE COUNCIL**

**MEMORANDUM**

---

**TO:** Mitzi Anderson, Administrator to Boards & Commissions  
**FROM:** Aimee Pientka, Clerk of Council.  
**DATE:** May 6, 2025  
**SUBJECT:** Referral from Council: Ordinance No. 2025-053

---

At its regular meeting of May 5, 2025, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- 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. *First reading and referred to the Planning Commission 05-05-25.*

A copy of this ordinance is attached for Planning Commission review.

AKP  
Attachments



## MEMORANDUM

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

**FROM:** Mitzi Anderson, Administrator Boards & Commissions

**SUBJECT:** Referral to Council

**DATE:** May 16, 2025

---

Please be advised that at its Meeting of May 15, 2025, the Strongsville Planning Commission gave an Unfavorable Recommendation to the following:

### **ORDINANCE 2025-053**

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

**However, the Planning Commission gave a Favorable Recommendation if the applicant on its own would proffer the following:**

### **ORDINANCE 2025-053**

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, Subject to Covenants and Restrictions Requiring A Minimum Three (3) Star Hotel and Related Uses, Prohibiting All Other Uses Within the (MS) Motorist Service District, In a Form to be Approved by the Law Department Binding on the Property and on All Successor Users As Well



**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2025 – 058**

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

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MASTER COOPERATION AGREEMENT WITH CUYAHOGA COUNTY IN CONNECTION WITH THE COUNTY'S PAVEMENT PREVENTATIVE MAINTENANCE SERVICES PROGRAM FOR MAINTENANCE TO SPRAGUE ROAD, FROM WEBSTER ROAD TO WEST 130<sup>TH</sup> STREET IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, by and through Ordinance No. 2006-004, this Council requested the cooperation of the then Board of County Commissioners of Cuyahoga County and consented to the reconstruction and widening of Sprague Road from Webster Road to West 130<sup>th</sup> Street in the City of Strongsville; and

WHEREAS, the County recognizes the need to protect its financial investment and desires to provide to the City of Strongsville pavement preventative maintenance services for the certain roadway improvements to Sprague Road as referenced above; and

WHEREAS, the County will provide to the City of Strongsville, free of charge for one time, pavement crack sealing and striping or asphalt surface preservation for the Sprague Road improvement as described above for the 2025 construction season only; and

WHEREAS, the City desires to consent to the acceptance of such pavement preventative maintenance services for the 2025 construction season.

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

**Section 1.** That this Council hereby authorizes the Mayor to enter into a Master Cooperation Agreement with Cuyahoga County and consents to the acceptance of pavement preventative maintenance services for the previous roadway improvements to Sprague Road from Webster Road to West 130<sup>th</sup> Street in the City of Strongsville, in the form of Agreement attached hereto as Exhibit A.

**Section 2.** That Cuyahoga County will finance the pavement crack sealing, striping and asphalt surface preservation by an allocation from the County Motor Vehicle License Tax Fund, with no cost to the City of Strongsville for such program.

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to consent to the

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2025 – 058  
Page 2

acceptance of such pavement preventative maintenance services in order to promote road safety, 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

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. 2025-058 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**MASTER COOPERATION AGREEMENT  
FOR  
PAVEMENT PREVENTATIVE MAINTENANCE SERVICES**

This Master Agreement (the "Agreement") made and entered into this \_\_\_\_\_ (the Effective Date") and between County of Cuyahoga, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the date hereof, on behalf of the Department of Public Works (the "County") and the following State of Ohio municipalities (hereinafter referenced individually as "Municipality and collectively as "Municipalities") identified as follows:

1. City of Bedford
2. City of Bedford Heights
3. City of Brook Park
4. City of Brooklyn
5. City of Cleveland
6. City of Cleveland Heights
7. Village of Cuyahoga Heights
8. City of East Cleveland
9. City of Highland Heights
10. City of Maple Heights
11. Village of Mayfield
12. City of Middleburg Heights
13. City of North Royalton
14. Village of Oakwood
15. City of Parma
16. City of Shaker Heights
17. City of South Euclid
18. City of Strongsville

**RECITALS:**

A. The Municipalities and the County have entered into agreements for the construction of certain roadway improvements where the Municipalities agreed to cooperate with the County and the County agreed to participate in the design and construction of such improvements (the "Cooperation Agreements"), further described as follows:

<b>Municipality</b>	<b>Roadway Improvement</b>	<b>Limits</b>
1. Cleveland Heights	Coventry Road	Fairhill Road to Euclid Heights Boulevard
2. Maple Heights	Dunham Road	Southern Corporation Line to Libby Road
3. Bedford	Forbes Road	Fair Oaks Road to Richmond Road
4. Bedford Heights	Forbes Road	Fair Oaks Road to Richmond Road
5. Oakwood Village	Forbes Road	Fair Oaks Road to Richmond Road
6. Cleveland	Grant Avenue	East 49 <sup>th</sup> Street to East 71 <sup>st</sup> Street

7. Cuyahoga Heights	Grant Avenue	East 49th Street to East 71st Street
8. Cleveland	Green Road	Euclid Avenue to Southern Corporation Line
9. Cleveland	Ivanhoe Road	Euclid Avenue to East 152nd Street
10. East Cleveland	Ivanhoe Road	Euclid Avenue to East 152nd Street
11. Brooklyn	Ridge Road	Pearl Road to Flowerdale Avenue
12. Cleveland	Ridge Road	Pearl Road to Flowerdale Avenue
13. Parma	Ridge Road	Pearl Road to Flowerdale Avenue
14. Brook Park	Sheldon Road	Engle Road to Smith Road
15. Middleburg Heights	Sheldon Road	Engle Road to Smith Road
16. South Euclid	South Green Road	Mayfield Road to Cedar Road
17. Middleburg Heights	Sprague Road Part 1	Webster Road to West 130th Street
18. North Royalton	Sprague Road Part 1	Webster Road to West 130th Street
19. Parma	Sprague Road Part 1	Webster Road to West 130th Street
20. Strongsville	Sprague Road Part 1	Webster Road to West 130th Street
21. Shaker Heights	Warrensville Center Road	Roadway segments north & south of Bridges 05.92 E&W
22. Parma	West Ridgewood Drive	Ridge Road to State Road
23. Highland Heights	Wilson Mills Road	Lander Road to Alpha Drive
24. Mayfield Village	Wilson Mills Road	Lander Road to Alpha Drive

B. The County recognizes the need to protect its financial investment and desires to provide to Municipalities pavement preventative maintenance services for the roadway improvements referenced in Section A; and

C. The Municipalities have recognized that such pavement preventative maintenance services are in the public interest and desire to supplement the original Cooperation Agreements to cooperate with the County in the provision of such services.

In consideration of the mutual agreements, promises, representations and warranties made herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are incorporated herein as if fully rewritten herein.
2. The County will provide to Municipalities free of charge pavement crack sealing and striping or asphalt surface preservation for each roadway improvement described in Section A of the Recitals. Pavement crack sealing and striping or asphalt surface preservation are limited to the 2025 construction season and will be provided only one time.
3. Municipalities consent to the provision of pavement crack sealing and striping or asphalt surface preservation and such consent is hereby given to the County for each roadway improvements described in Section A of the Recitals.
4. The County will finance the pavement crack sealing, striping and asphalt surface preservation by an allocation from the County Motor Vehicle License Tax Fund.

5. Upon completion of crack sealing, striping and asphalt surface preservation work performed by the County, the Municipalities will continue to maintain all the roadways listed in Section A of the Recitals in accordance with the statutes relating thereto and agree to follow and maintain post-construction Best Management Practices as outlined in the Municipal Storm Water Permit that is filed with the Ohio Environmental Protection Agency (O.E.P.A.). The County will not be responsible for further maintenance of the roadway improvements.

6. This Agreement may be executed in multiple counterparts, each of which, when so executed, shall be deemed an original, and all of which shall together constitute one and the same document, and shall be binding on the signatories; and the signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. This Agreement may be executed and delivered by facsimile or electronically in Microsoft Word or PDF format.

7. By entering into this Agreement, each Municipality agrees on to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Municipality also agree on behalf of the aforementioned entities and persons to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of the COUNTY.

[signatures on the following pages]

**CITY OF STRONGSVILLE, OHIO**

**By:** \_\_\_\_\_  
**Thomas Perciak, Mayor**

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2025 – 059**

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

**AN ORDINANCE ADOPTING THE SOLID WASTE MANAGEMENT PLAN UPDATE FOR THE CUYAHOGA COUNTY SOLID WASTE MANAGEMENT DISTRICT, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville is located within the jurisdiction of the Cuyahoga County Solid Waste Management District (District); and

WHEREAS, the Cuyahoga County Solid Waste Management District Policy Committee prepared and adopted a final draft of the Cuyahoga County Solid Waste Management Plan Update in accordance with Ohio Revised Code Sections 3734.53, 3734.54 and 3734.55; and

WHEREAS, the District provided a copy of the Cuyahoga County Solid Waste Management Plan Update (2026-2040) to each of the legislative authorities of the District for ratification; and

WHEREAS, the City of Strongsville must decide whether it approves of said Solid Waste Management Plan Update no later than August 10, 2025.

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

**Section 1.** That the City of Strongsville approves the Cuyahoga County Solid Waste Management Plan Update.

**Section 2.** That the Clerk of Council is hereby directed to send the District a copy of this Ordinance to the attention of Elizabeth Biggins-Ramer, Executive Director, Cuyahoga County Solid Waste Management District, 4750 East 131<sup>st</sup> Street, Garfield Heights, Ohio 44105.

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to consent to the adoption of the solid waste management plan update in accordance with state law. 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 – 059  
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. 2025-059 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 060

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN OBSOLETE AND SURPLUS POLICE VEHICLES NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, 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 this Council finds that the Police Department of the City of Strongsville has various obsolete and surplus vehicles, as described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference, which are unfit for public use by reason of obsolescence or as surplus items, and are no longer needed for any municipal purpose; and further finds that it will be in the best interests of the City that such vehicles be sold at a public auction.

**Section 2.** That, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized and directed to sell such vehicles at public auction.

**Section 3.** That the Director of Finance and the Mayor are authorized to retain the services of the **MANHEIM MARKETING, INC. AUTO AUCTION** to effectuate the sale of all such vehicles for auction; and the Director of Finance and Mayor are further authorized and directed to execute all documents and perform all acts required to complete the auction and the sale of the auctioned vehicles.

**Section 4.** That any proceeds of sale shall be deposited into the General Fund, and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the General 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 of the City, and for the further reason that the immediate sale of such obsolete and surplus vehicles is necessary in order to provide needed storage space for the Police Department, 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 – 060  
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. 2025-060 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

CAR	YEAR	MAKE	MODEL	VIN
21	2019	DODGE	CHARGER	2C3CDXKT6KH726904
27	2018	FORD	EXPLORER	1FM5K8AR5JGC56313

**EXHIBIT A**

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2025 – 061**

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

**AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE OHIO TRAFFIC SAFETY OFFICE IN CONNECTION WITH FUNDS AVAILABLE THROUGH THE FFY 2025 TRAFFIC SAFETY GRANT PROGRAM FOR TRAFFIC AND OVI ENFORCEMENT; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.**

WHEREAS, the Federal Highway Safety Act of 1966 directed the National Highway Traffic Safety Administration and Federal Highway Administration of the U.S. Department of Transportation to jointly administer various highway safety activities; and

WHEREAS, this Federal grant program provides federal funds administered through the Ohio Department of Public Safety, Ohio State Highway Patrol/Ohio Traffic Safety Office to eligible entities to be used in part for, but not limited to, traffic safety education, enforcement and awareness; and

WHEREAS, the City has been notified that its application for Federal Fiscal Year (FFY) 2025 grant funds has been approved, and funds have been awarded to the City of Strongsville in the amount of \$67,344.64, on a reimbursement basis, to be utilized for selective traffic enforcement and OVI enforcement; and

WHEREAS, 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 ratifies and approves the filing of an application with the Ohio Traffic Safety Office, for Federal Fiscal Year (FFY) 2025 grant funds available through the Ohio Department of Public Safety and Ohio State Highway Patrol/Ohio Traffic Safety Office.

**Section 2.** That this Council further approves the acceptance of the award of funding in the amount of \$67,344.64 to be used for selective traffic enforcement and OVI enforcement, and hereby authorizes and directs the Mayor and other appropriate officers of the City to provide, execute and deliver agreements, certifications, assurances and such other information as may be required in connection therewith.

**Section 3.** That any funds required to meet the City's obligation under said application and award of grant funds have been appropriated and shall be paid from the General Fund.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and 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 ratify, approve and authorize the filing of this application for financial assistance in order to participate in the Ohio Traffic Safety Office FFY 2025 grant program 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. 2025-061 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2025 – 062**

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

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE FRATERNAL ORDER OF THE POLICE, PARMA LODGE #15 (SERGEANTS AND LIEUTENANTS UNIT) AND THE CITY OF STRONGSVILLE THROUGH DECEMBER 31, 2027, 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 Mayor be and is hereby authorized and directed to execute and enter into a new collective bargaining agreement between the Fraternal Order of Police, Parma Lodge 15 (Sergeants and Lieutenants Unit) and the City of Strongsville for a three (3) year period commencing retroactive to January 1, 2025 through December 31, 2027, a copy of which is on file with the Clerk of Council and Human Resources Director and which is in all respects hereby approved.

**Section 2.** That the funds for the purposes of the aforesaid contract's 2025 requirements have been or will be appropriated and shall be paid from the General Fund and the Police Pension Fund, and thereafter shall be paid from the General Fund and the Police Pension Fund in accordance with the annual appropriation ordinances adopted by Council.

**Section 3.** That the pertinent provisions of the aforesaid Agreement and this Ordinance shall be operative retroactively from and after January 1, 2025; and the provisions of said Agreement shall be applied retroactively to each City employee who was and/or is a member of said collective bargaining unit on and after January 1, 2025.

**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 necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate approval and implementation of the aforesaid Agreement is necessary in order to maintain the orderly and efficient operation of the Police Department of the City, provide fair compensation for such collective bargaining unit members, 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 – 062  
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. 2025-062 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2025 – 063**

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

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE FRATERNAL ORDER OF THE POLICE, PARMA LODGE #15 (PATROL OFFICERS UNIT) AND THE CITY OF STRONGSVILLE THROUGH DECEMBER 31, 2027, 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 Mayor be and is hereby authorized and directed to execute and enter into a new collective bargaining agreement between the Fraternal Order of Police, Parma Lodge 15 (Patrol Officers Unit) and the City of Strongsville for a three (3) year period commencing retroactive to January 1, 2025 through December 31, 2027, a copy of which is on file with the Clerk of Council and Human Resources Director, and which is in all respects hereby approved.

**Section 2.** That the funds for the purposes of the aforesaid contract's 2025 requirements have been or will be appropriated and shall be paid from the General Fund and the Police Pension Fund, and thereafter shall be paid from the General Fund and the Police Pension Fund in accordance with the annual appropriation ordinances adopted by Council.

**Section 3.** That the pertinent provisions of the aforesaid Agreement and this Ordinance shall be operative retroactively from and after January 1, 2025; and the provisions of said Agreement shall be applied retroactively to each City employee who was and/or is a member of said collective bargaining unit on and after January 1, 2025.

**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 necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate approval and implementation of the aforesaid Agreement is necessary in order to maintain the orderly and efficient operation of the Police Department of the City, provide fair compensation for such collective bargaining unit members, 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 – 063  
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. 2025-063 Amended: \_\_\_\_\_

1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_

Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 064

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN EXCLUSIVE SALES LISTING AGREEMENT CONTRACT FOR PROFESSIONAL REAL ESTATE AGENCY, MARKETING AND ADVISORY SERVICES IN CONNECTION WITH THE SALE OF APPROXIMATELY 87.5 ACRES OF CITY-OWNED VACANT INDUSTRIAL LAND FOR ECONOMIC DEVELOPMENT, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville owns approximately 87.5 acres of vacant industrial land on Foltz Parkway in the City of Strongsville (hereinafter referred to as the "Property"); and

WHEREAS, it is the Council and Administration's belief that the sale of such property would further economic development, provide for the creation or preservation of jobs and employment opportunities within the City of Strongsville, and improve the economic welfare of the citizens of the City and the State of Ohio; and

WHEREAS, the City has attempted to sell such Property through its own resources, and through previous efforts, but has been unsuccessful to date; and

WHEREAS, this Council and Administration believe it to be in the best interests of the City to once again contract for professional real estate agency, marketing and advisory services in order to sell said Property; and

WHEREAS, by and through Resolution No. 2025-022, the City has solicited and received proposals for professional real estate agency, marketing and advisory services in connection with the sale of the Property; and

WHEREAS, 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 proposal submitted by **CBRE, INC.** for professional real estate agency, marketing and advisory services in connection with the sale of approximately 87.5 acres of City-owned vacant industrial land on Foltz Parkway in the City of Strongsville for economic development purposes meets the specifications on file in the office of the Director of Economic Development; is in compliance with the applicable requirements for proposals and contracts established by the laws of the City and the State; and is the best proposal for the proposed contract. All other proposals for this contract are hereby rejected.

**Section 2.** That the Mayor be and is hereby authorized to enter into an *Exclusive Sales Listing Agreement* contract with the aforesaid best proposer for professional real estate agency,

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2025 – 064  
Page 2

marketing and advisory services in connection with the sale of approximately 87.5 acres of City-owned vacant industrial land on Foltz Parkway in the City of Strongsville for economic development purposes, in substantially the form attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

**Section 3.** That the funds for the purposes of said contract have been appropriated and shall be paid from the General Fund and/or 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 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 obtain the aforementioned services in order to properly and effectively market and sell City-owned Property to further economic development, provide for the creation and/or preservation of jobs and employment opportunities within the City of Strongsville, and improve the economic welfare of the citizens of the City and the State of Ohio. 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. 2025-064 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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



May 14, 2025

**BY ELECTRONIC MAIL: [Brent.Painter@Strongsville.org](mailto:Brent.Painter@Strongsville.org)**

**CITY OF STRONGSVILLE, OH**

C/O Mr. Brent Painter

Director of Economic Development

16099 Foltz Parkway

Strongsville, OH 44149

**Re: *Exclusive Sales Listing Agreement*  
*Foltz Industrial Parkway, Strongsville, Ohio 44149 ("Property")***

Dear Brent,

Thank you for selecting CBRE, Inc. ("CBRE") to represent you. The terms of our engagement are contained in this agreement ("Agreement").

1. This Agreement shall terminate one year after the above date ("Term").
2. During the Term, you appoint us your exclusive agent with the right to list and market the Property for sale and to negotiate agreements for the sale of the Property (which includes portions thereof). If, during the Term, the Property is removed from the market because escrow is opened or an offer to purchase the Property is accepted, and if the sale is not consummated for any reason, then the Term will be extended by the longer of the number of days that (i) escrow was open or (ii) the Property was removed from the market, but in no event more than 180 calendar days in the aggregate.
3. We will commit the appropriate number of qualified and licensed professionals to this engagement. You authorize CBRE to appoint George Stevens, Mark Truesdell, Jamie Dunford, Keith Keltner, and Anne Rahm (the "Listing Team") to represent you. We have the right to change members of the Listing Team as necessary and appropriate. You have the right to veto the appointment of any licensee to the Listing Team. The Listing Team shall owe you duties of trust, confidence and loyalty.
4. We will offer the Property at an initial listing price of **\$75,000 Per Acre to be further discussed with the City of Strongsville**. However, it is your right to: (a) approve, modify, reject or disapprove any and all proposals and offers as well as any prospective purchasers for the Property and (b) adjust the terms and conditions of any offer made, including but not limited to, adjusting the Property's listing price.
5. We will work with you to create and implement a sales strategy for the Property, including preparation of appropriate and customary marketing materials (such as an offering brochure). In developing the strategy, we will rely on (without requirement to verify) any information provided to us by you, your agents, affiliates and/or any of the Property's managers. However, we will not issue any written marketing materials without your prior written approval. Further, you authorize us to place one or more signs on the Property as we deem appropriate. You agree to reimburse us for reasonable out-of-pocket marketing expenses approved by you, up to a maximum of Zero Dollars (\$0.00). Reimbursement is due upon the receipt of an invoice.

EX-A



6. The success of this engagement relies, in part, on cooperation and communication between us. Therefore, you agree to: (i) provide us with all available information to assist us in marketing the Property; (ii) immediately refer to us all purchase inquiries for the Property; and (iii) conduct all negotiations with prospective purchasers exclusively through us.
7. You represent that you either are the fee owner of or otherwise have control over the Property. You further represent that you have full authority to enter into this Agreement without violating anyone else's rights, or any other agreements or contractual obligations.
8. We will present all offers to you and assist you in developing and negotiating counteroffers until a PSA is signed and all contingencies are satisfied or waived. You agree that you and/or your legal counsel are solely responsible for determining the legal sufficiency of the documents related to this engagement and the tax consequences of any transaction. You are also responsible for evaluating any offers and determining with whom you will negotiate or enter into a transaction. While we may assist you in gathering reasonably available information, we cannot represent or warrant the creditworthiness of any prospect and/or their ability to satisfy their obligations under a purchase agreement. All final business and legal decisions shall be made solely by you. Notwithstanding any designation of us as "agent" in this Agreement, we will have no right, power, or authority to enter into any agreement with any prospective purchaser, real estate broker, or any other person in the name of, on behalf of, or otherwise binding upon you.
9. We will earn (and you agree to pay) a commission in accordance with this Agreement and the attached Commission Schedule (Exhibit "A") if either of the following occur:
  - (a) during the Term, you enter into an agreement to sell the Property to a purchaser, whether procured by us, you or anyone else, and the sale of the Property subsequently closes (whether during or after the Term); or
  - (b) within one hundred twenty (120) days after the expiration of the Term or after the Agreement otherwise terminates (the "Post-Term"), the Property is sold to, or negotiations continue, resume or commence and thereafter continue leading to a sale of the Property to any person or entity with whom, CBRE negotiated (either directly or through another broker or agent) or to whom the Property was submitted during the Term, or to any such person's or entity's successors, assigns, or affiliates ("Existing Prospect"), or you enter into an agreement to sell the Property to an Existing Prospect and the sale of the Property subsequently closes (whether during or after the Post-Term). You agree that CBRE is authorized to continue negotiations with Existing Prospects, and we will submit to you a list of such Existing Prospects no later than fifteen (15) business days following the expiration or termination of the Term; provided, however, that if a written offer has been submitted prior to said expiration or termination date, then it shall not be necessary to include the offeror's name on the list.
10. You agree that we are authorized to cooperate with and, if appropriate, share our commission with "Cooperating Brokers" (such as a broker representing a purchaser). We will be responsible for paying the fee or commission due to the Cooperating Broker (if any) provided the Cooperating Broker: (i) represents the prospective purchaser pursuant to a written agreement, a copy of which is furnished to us prior to the execution of the transaction; (ii) is properly licensed; and (iii) executes and delivers to us an acceptable cooperating brokerage agreement. Market conditions may exist whereby the Cooperating Broker receives an above-standard fee and/or broker bonus. If so, our commission shall be increased by (and you agree to pay) an amount such that we receive no less than 50% of the total fee in accordance with the Commission Schedule. You further agree that we are authorized to extend an offer of subagency to other licensed brokers and salespersons and share our commission with such subagents.
11. If you lease the Property to anyone during the Term or Post-Term, you agree to pay CBRE a lease commission in accordance with Exhibit A.

12. The Listing Team are your designated agents to the exclusion of all of CBRE's other licensees. All other CBRE-affiliated licensees shall be referred to as "Non-Listing Team Agents" and shall be considered Cooperating Brokers. You acknowledge that we are an international brokerage firm and that we may represent prospective purchasers. You desire that the Property may be presented to such persons or entities and, upon written consent pursuant to the **Agency Disclosure Statement** required by Section 4735.57 of the Ohio Revised Code, you agree to any dual representation created thereby. In the event of a dual representation, CBRE shall not disclose the confidential information of one principal to the other, except as expressly authorized by the principals, and CBRE shall establish procedures to protect your confidential information from disclosure to Non-Listing Team Agents representing prospective purchasers. You acknowledge that Non-Listing Team Agents owe duties of trust, confidence and loyalty exclusively to their clients. The Listing Team and Non-Listing Team Agents shall not disclose the confidential information of one principal to the other.
13. Questions regarding environmental and zoning issues may arise during the course of our representation. CBRE is not obligated to perform, and has not made any investigation of the physical conditions or zoning issues relating to the Property. You agree to disclose to us and allow us to disclose to prospective purchasers everything you know (after reasonable inquiry by you) regarding present and future property issues including, but not limited to, structural, mechanical, hazardous materials, zoning and environmental matters affecting the Property and/or the Property's condition.
14. If the Property becomes the subject of foreclosure proceedings before the expiration of the Term, then in our sole and absolute discretion we may: (a) suspend this Agreement until we may elect to reinstate it or (b) terminate this Agreement and enter into a listing agreement with any receiver, party initiating foreclosure, party purchasing the Property at a foreclosure sale, or any other third party.
15. While we are confident that our relationship will be mutually satisfactory, if there is a dispute between us, then we agree to resolve it subject to the following:
- (a) if either party institutes a legal proceeding against the other party relating to this Agreement, the prevailing party shall recover from the non-prevailing party all of its (i) reasonable attorneys' fees and costs, (ii) expert-related fees and costs and (iii) other related expenses. All past due amounts shall bear interest at twelve percent (12%) per annum or the maximum rate permitted in the state in which the Property is located. No party will be entitled to punitive, special and/or consequential damages, and we each waive all rights to and claims for relief other than for compensatory damages; and
  - (b) **WHERE PERMITTED BY LAW, WE EACH KNOWINGLY AGREE TO WAIVE ANY AND ALL RIGHTS TO HAVE A DISPUTE ON ANY MATTER RELATING TO, OR ARISING FROM THIS AGREEMENT DETERMINED BY A JURY.**
16. You and CBRE agree to comply with all applicable laws, regulations, codes, ordinances and administrative orders. Further, we both acknowledge that: (a) it is illegal to refuse to display or lease or sell to or from any person because of one's membership in a protected class, *e.g.*: race, color, religion, national origin, sex, ancestry, age, marital status, physical or mental handicap, familial status or any other class protected by applicable law and (b) the Property will be offered in compliance with all applicable anti-discrimination laws.
17. This Agreement is our entire agreement and supersedes all prior understandings between us regarding this engagement and is governed by the laws of the state where the Property is located, without regard to its conflict of laws principles. This Agreement will be binding and inure to the benefit of our lawful representatives, heirs, successors, designees and assignees. It may not be altered or terminated except in a writing signed by both you and CBRE. Neither party's failure to exercise any of its rights under this Agreement will relieve the other party of its obligations hereunder. Nothing herein is or may be deemed a waiver or full statement of any of our rights or

remedies, whether at law or in equity, all of which are expressly reserved. If any provision of this Agreement is unenforceable or void under applicable law, the remaining provisions will continue to be binding. This Agreement and the rights, interests or obligations created hereunder will not be assigned by either of the parties without the prior written consent of the other party. We each agree that we have both participated in the negotiation and drafting of this Agreement. You acknowledge that the person signing this Agreement on your behalf has your full authority to execute it. This Agreement will be binding whether signatures are exchanged electronically or by hand, by mail, by fax, by electronic transfer or image, by photocopy or in counterparts. You acknowledge receipt of a copy of this Agreement.

Thank you again for this opportunity. We look forward to working with you.

Very truly yours,

**CBRE, Inc.**  
**Licensed Real Estate Broker**

By: \_\_\_\_\_  
Name: **Andrew Coleman**  
Title: **Managing Director**

**AGREED:**

**City of Strongsville, Ohio**

By: \_\_\_\_\_  
Name: **Thomas P. Perciak**  
Title: **Mayor**

## EXHIBIT A – Commission Schedule

- A. *Sale.* As to sales of real property, CBRE's commission shall be Five Percent (5%) the gross sales price payable by the City to CBRE only. In the event the purchaser is represented by a licensed buyer's representative with an executed representation agreement, the total commission will be Eight Percent (8%) of the gross sales price with a portion paid to the buyer's representative. Gross sales price shall include any and all consideration received or receivable, in whatever form, including but not limited to assumption or release of existing liabilities. In the event this sale is in connection with a "build to suit" transaction, the commission shall be calculated on the gross sales price plus the gross construction cost of the building to be constructed on the Property. The commission shall be earned and paid on the date title to the Property is transferred to the purchaser; provided, however, that if the transaction involves an installment contract, then payment shall be made upon execution of such contract. In the event you contribute or convey the Property or any interest therein to a corporation, joint venture, partnership, or other business entity, the commission shall be calculated on the fair market value of the Property or the portion thereof that is so transferred, and shall be earned and paid at the time of the contribution or transfer. If you are a partnership, corporation, or other business entity, and an interest in the partnership, corporation or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property, and applicable law does not prohibit the payment of a commission in connection with such sale or transfer, the commission shall be calculated on the fair market value of the Property, rather than the gross sales price, multiplied by the percentage of interest so transferred, and shall be paid at the time of the transfer.

In the event the Property is sold, conveyed, donated, or otherwise transferred by Owner at a discounted price or for nominal or no monetary consideration (including through a deed, donation, or incentive arrangement) to an end user, developer, or third party for the purpose of promoting economic development, job creation, or other public benefit, Broker shall remain entitled to a commission as stated above based on the fair market value of the land as determined by the listing price or a mutually agreed upon appraised value. The intent of this provision is to ensure Broker is compensated in a manner consistent with market-rate transactions, regardless of the actual consideration received by the City of Strongsville.

1. *Definitions.* Under this Agreement the terms "sell," "sale" or "sold" shall mean: (a) an exchange of the Property; (b) the granting of an option to purchase the Property; or (c) any other transfer, conveyance or contribution of a controlling interest in the Property or in the entity which owns the Property, including, but not limited to, situations where you are a corporation, partnership or other business entity and a controlling interest in such corporation, partnership or other business entity is transferred, whether by merger, outright purchase or otherwise, in lieu of a sale of the Property.
2. *Option to Purchase.* If you grant an option to purchase the Property, you agree to pay us a commission in accordance with this Commission Schedule, on the price paid for the option and for any extensions when you receive payment for any such option and/or extensions. If the option is exercised, whether during the Term or after, we will earn a further commission in accordance with this Agreement. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option or any extension thereof is applied to the sales price of the Property, then any commission previously paid by you to us on account of the option payments will be credited against the commission payable to us on account of the exercise of the option.



Property: Foltz Industrial Parkway, Strongsville, OH 44149

---

**Seller/Landlord Disclosure of Material Facts, Delivery of Reports, and Compliance with Laws.**

Sellers/landlords are hereby requested to disclose directly to buyers/tenants all facts known to sellers/landlords that materially affect the value or desirability of the Property and are not readily observable nor known to the buyer/tenant, including, but not limited to, facts regarding hazardous materials, zoning, construction, design, engineering, soils, title, survey, fire/life safety, proneness to natural hazards such as earthquakes, and other matters, and to provide buyers/tenants with copies of all reports in the possession of or accessible to sellers/landlords regarding the Property. Sellers/landlords and buyers/tenants must comply with all applicable federal, state and local laws, regulations, codes, ordinances and orders, including, but not limited to, the 1964 Civil Rights Act and all amendments thereto, the Foreign Investment in Real Property Tax Act, the Comprehensive Environmental Response Compensation and Liability Act, and The Americans With Disabilities Act.

**Americans with Disabilities Act (ADA).** The Americans With Disabilities Act (42 United States Code §12101 et seq.) and other federal, state and local requirements may require changes to the Property. Have your experts investigate and evaluate these matters.

**Taxes.** Sales, leases and other real estate transactions can have federal, state and local tax consequences. In sales transactions, Internal Revenue Code §1445 requires buyers to withhold and pay to the IRS 15% of the gross sales price within 20 days of the date of a sale unless the buyers can establish that the sellers are not foreigners, generally by having the sellers sign a Non-Foreign Seller Affidavit. Depending on the structure of the transaction, the tax withholding liability can exceed the net cash proceeds to be paid to sellers at closing. Have your experts investigate and evaluate these matters.

**Flood Zones.** Many lenders require flood insurance for properties located in flood zones, and government authorities may regulate development and construction in flood zones. Whether or not located in a flood zone, properties can be subject to flooding and moisture problems, especially properties on a slope or in low-lying areas. Buyers/tenants should have their experts confirm whether the Property is in a flood zone and otherwise investigate and evaluate these matters.

**Fires.** Properties, whether or not located in a fire hazard zone, are subject to fire/life safety risks and may be subject to state and local fire/life safety-related requirements, including retrofit requirements. Have your experts investigate and evaluate these matters.

**Hazardous Materials and Underground Storage Tanks.** Due to prior or current uses of the Property or in the areas or the construction materials used, the Property may have hazardous or undesirable metals (including but not limited to lead-based paint), minerals (including but not limited to asbestos), chemicals, hydrocarbons, petroleum-related compounds, or biological or radioactive/emissive items (including but not limited to electrical and magnetic fields) in soils, water, building components, above or below-ground tanks/containers or elsewhere in areas that may or may not be accessible or noticeable. Such items may leak or otherwise be released. If the Property was built before 1978 and has a residential unit, sellers/landlords must disclose all reports, surveys and other information known to them regarding lead-based paint to buyers/tenants and allow for inspections (42 United States Code §4851 et seq.). Have your experts investigate and evaluate these matters.

**Property Inspections and Evaluations.** Buyers/tenants should have the Property thoroughly inspected and all parties should have the transaction thoroughly evaluated by the experts of their choice. Ask your experts what investigations and evaluations may be appropriate as well as the risks of not performing any such investigations or evaluations. Information regarding the Property supplied by the real estate brokers has been received from third party sources and has not been independently verified by the brokers. Have your experts verify all information regarding the Property, including any linear or area measurements, the availability of all utilities, applicable zoning, and entitlements for the intended use. All work should be inspected and evaluated by your experts, as they deem appropriate. Any projections or estimates are for example only, are based on assumptions that may not occur, and

do not represent the current or future performance of the property. Real estate brokers are not experts concerning, nor can they determine if any expert is qualified to provide advice on, legal, tax, design, ADA, engineering, construction, soils, title, survey, fire/life safety, insurance, hazardous materials, or other such matters. Such areas require special education and, generally, special licenses not possessed by real estate brokers. Consult with the experts of your choice regarding these matters.

**CONSULT YOUR ADVISORS** – This document has legal consequences. No representation or recommendation is made by Broker as to the legal or tax consequences of this Agreement or the transaction(s) which it contemplates. This form is not intended to substitute for any disclosures the law requires that the parties make to each other. These are questions for your attorney and financial advisors.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2025 – 065

By: All Members of Council

**A RESOLUTION DECLARING THE MONTHS OF JULY AND  
AUGUST, 2025 AS COUNCIL RECESS MONTHS, AND  
DECLARING AN EMERGENCY.**

WHEREAS, Article III, Section 10(a) of the City Charter authorizes City Council by vote to provide for recess; and

WHEREAS, the Council of the City of Strongsville, Ohio deems it to be in the best interest of the City to designate the months of July and August as months of recess for the year 2025; and

WHEREAS, this Council accordingly will suspend regular Council meetings during the months of July and August, 2025.

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 designates and declares a recess from regular Council meetings during the months of July and August, 2025.

**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 timely provide for Council's yearly recess. 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: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2024 – 065  
Page 2

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

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

*RES*  
Ord. No. *2025-065* Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_