

City of Strongsville

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

October 12, 2023

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Aimee Pientka, MMC
Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, October 16, 2023**, to be held in the Caucus Room and the Council Chamber at the **Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road**:

Caucus will begin at 7:45 p.m. All committees listed will meet immediately following the previous committee:

7:45P.M. **Planning, Zoning & Engineering Committee** will meet to discuss Ordinance No. 2023-143.

Public Safety & Health Committee will meet to discuss Ordinance Nos. 2023-144 and 2023-145.

Recreation and Community Services Committee will meet to discuss Resolution No. 2023-146.

8:00 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, OCTOBER 16, 2023 AT 8:00 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 – October 2, 2023*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Clark
 - BUILDING & UTILITIES – Clark
 - SOUTHWEST GENERAL HEALTH SYSTEM – Short
 - ECONOMIC DEVELOPMENT – Short
 - PUBLIC SERVICE AND CONSERVATION – DeMio
 - FINANCE – Kosek
 - PLANNING, ZONING AND ENGINEERING – Kaminski
 - PUBLIC SAFETY AND HEALTH – Kaminski
 - RECREATION AND COMMUNITY SERVICES – Roff
 - COMMUNICATIONS AND TECHNOLOGY – Carbone
 - COMMITTEE-OF-THE-WHOLE – Carbone
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. 2023-143 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 PROPERTIES LOCATED IN THE CITY OF STRONGSVILLE, ON ROYALTON ROAD, BEING ALL OF PPNs 393-18-006, 393-18-020 and 393-18-022, FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-144 by Mayor Perciak and All Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF FOUR (4) 2023 CHEVROLET TAHOE SPORT UTILITY POLICE VEHICLES FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY.
- Ordinance No. 2023-145 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE THROUGH THE OHIO OFFICE OF BUDGET AND MANAGEMENT, IN CONNECTION WITH FUNDS AVAILABLE FROM THE AMERICAN RESCUE PLAN ACT OHIO AMBULANCE TRANSPORTATION PROGRAM, TO BE UTILIZED BY THE CITY OF STRONGSVILLE FIRE DEPARTMENT; RATIFYING AND APPROVING THE MAYOR'S ENTERING INTO AN OHIO AMBULANCE TRANSPORTATION PROGRAM SUB-RECIPIENT AGREEMENT; FURTHER AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Resolution No. 2023-146 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING AN ADDITIONAL DONATION OF MONEY FROM THE STRONGSVILLE ROTARY FOUNDATION TO BE USED IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 143

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 PROPERTIES LOCATED IN THE CITY OF STRONGSVILLE, ON ROYALTON ROAD, BEING ALL OF PPNs 393-18-006, 393-18-020 and 393-18-022, FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO PF (PUBLIC FACILITIES) CLASSIFICATION, AND DECLARING AN EMERGENCY.

WHEREAS, there are certain properties located on Royalton Road, in the City of Strongsville, known as being Permanent Parcel Nos. 393-18-006, 393-18-020 and 393-18-022, and the City is requesting the rezoning of all such properties from R1-75 (One Family 75) classification to PF (Public Facilities) classification; and

WHEREAS, Article VIII, Section 6 of the City Charter provides that neither the Council, the Mayor, any Board, including Board of Appeals, or Commission appointed pursuant to this Charter, or any ordinance or resolution of this Municipality, nor any other agent, employee, person or organization acting for or on behalf of this Municipality, by whatever authority or purported authority, shall by ordinance, resolution, motion, proclamation, statement, legislative or administrative action, or variance effect a change in the zoning classification or district of any property or area in the City of Strongsville from R1-75 (One Family 75) or R1-100 (One Family 100) commonly known as single family residential, or by whatever other name called, to any other zoning classification or district unless the change or grant, after adoption in accordance with applicable administrative and/or legislative procedures, is approved at a regularly scheduled election by a majority vote of the electors voting thereon, in the City of Strongsville and in Ward 4.

NOW, THEREFORE, 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 Permanent Parcel Nos. 393-18-006, 393-18-020 and 393-18-022, being certain properties described in Exhibits A and B, and depicted in Exhibit C, which are attached hereto and incorporated herein as if fully rewritten, from R1-75 (One Family 75) classification to PF (Public Facilities) classification, provided that such amendments are approved at a regularly scheduled election by a majority vote of the electors voting thereon in the City of Strongsville and in Ward 4.

Section 2. That, if approved by the electors as set forth in Section 1 above, 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 changes in classification as provided in this Ordinance.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 – 143
Page 2

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 process rezoning of such properties in order to meet the deadline for submittal of this issue to the ballot in accordance with 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.

First Reading: _____

Referred to Planning Commission

Second Reading: _____

Third Reading: _____

Approved: _____

Public Hearing: _____

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

Ord. No. 2023-143 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

EXHIBIT A

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio and known as being part of Block "A" in the Ernest J. Fish and Clara E. Fish Subdivision of part of Original Strongsville Township Lot Nos. 55, 56, and 65, as shown by the recorded plat in Volume 158 of Maps, Page 12 of Cuyahoga County Records, and bounded and described as follows:

Beginning at the Northwesterly corner of land conveyed to Charlotte S. Bourne by deed dated October 20, 1948 and recorded in Volume 6647, Page 121 of Cuyahoga County Records; thence Westerly in a direct line to the most Southerly corner of land conveyed to Bertha Bauer by deed dated March 18, 1952 and recorded in Volume 7459, Page 169 of Cuyahoga County Records; thence Northeasterly along the Southeasterly line of land so conveyed and along the Southeasterly line of land conveyed to Clark R. Fish by deed dated June 4, 1947 and recorded in Volume 6284, Page 516 of Cuyahoga County Records, 126.67 feet to the most Easterly corner of land so conveyed to Clark R. Fish; thence Southerly in a direct line to the place of beginning, be the same, more or less, but subject to all legal highways.

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

Beginning in the Southeasterly line of Royalton Road, at a point distant Southwesterly 422.42 feet measured along the Southeasterly line of Royalton Road, as now established and as shown by the recorded plat in Volume 40 of Maps, Page 6 of Cuyahoga County Records, from the intersection of said Southeasterly line of Royalton Road with the Westerly line of Wooster Pike, now known as Pearl Road; thence Southwesterly along the Southeasterly line of Royalton Road, 70 feet; thence Southeasterly at right angles with the Southeasterly line of Royalton Road, 150 feet; thence Northeasterly parallel with the Southeasterly line of Royalton Road, 56 feet; thence Northwesterly 150.65 feet to the place of beginning, be the same more or less, but subject to all legal highways.

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

Beginning at a pipe found on the Northerly line of land conveyed to Ernest J. Fish by deed recorded in Volume 3573, Page 539 of Cuyahoga County Records, and marking the Southeasterly corner of land conveyed to Clark R. Fish by deed recorded in Volume 4855, Page 562 of Cuyahoga County Records, and also the Southwesterly corner of land conveyed to Hilda Winch by deed recorded in Volume 4878, Page 290 of Cuyahoga County Records; thence South 67° 15' 20" West 56 feet along the line between lands of Clark R. Fish and Ernest J. Fish, as aforesaid; thence South 22° 44' 40" East 100 feet along the extension of the Westerly line of land of Clark R. Fish, as aforesaid; thence North 67° 15' 20" East 46.67 feet; thence North 17° 24' 40" West 100.43 feet along the extension of the Easterly line of land of Clark R. Fish, as aforesaid, to the place of beginning, be the same more or less, but subject to all legal highways.

Permanent Parcel No. 393-18-006

EXHIBIT B

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being a part of Original Strongsville Township Lot Nos. 55 and 56 and bounded and described as follows: Beginning in the Southeasterly line of Royalton Road, 60 feet wide, at a point Southwesterly, measured along said Southeasterly line, 240 feet from the Northwesterly corner of land conveyed to C.R. Fish by deed recorded in Volume 4355, Page 562 of Cuyahoga County Records; thence Southwesterly along said Southeasterly line of Royalton Road, 160 feet; thence Southeasterly at an included angle of 90 degrees, 250 feet to a point; thence Northeasterly along a line parallel with the Southeasterly line of Royalton Road, 160 feet to a point; thence Northwesterly at an included angle of 90 degrees, 250 feet along the Southwesterly line of land conveyed to Don T. and C.S. Bourne by deed recorded in Volume 6414, Page 17 of Cuyahoga County Records to the place of beginning, be the same more or less, but subject to all legal highways.

Excepting therefrom that parcel of land conveyed to The State of Ohio by deed dated April 22, 1994 and recorded May 3, 1994, in Volume 94-0432, Page 33 of Cuyahoga County Records, and described as follows: Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and in Original Lot 55, Town 5 North, Range 14 West, and bounded and described as follows:

Parcel No. 22WP

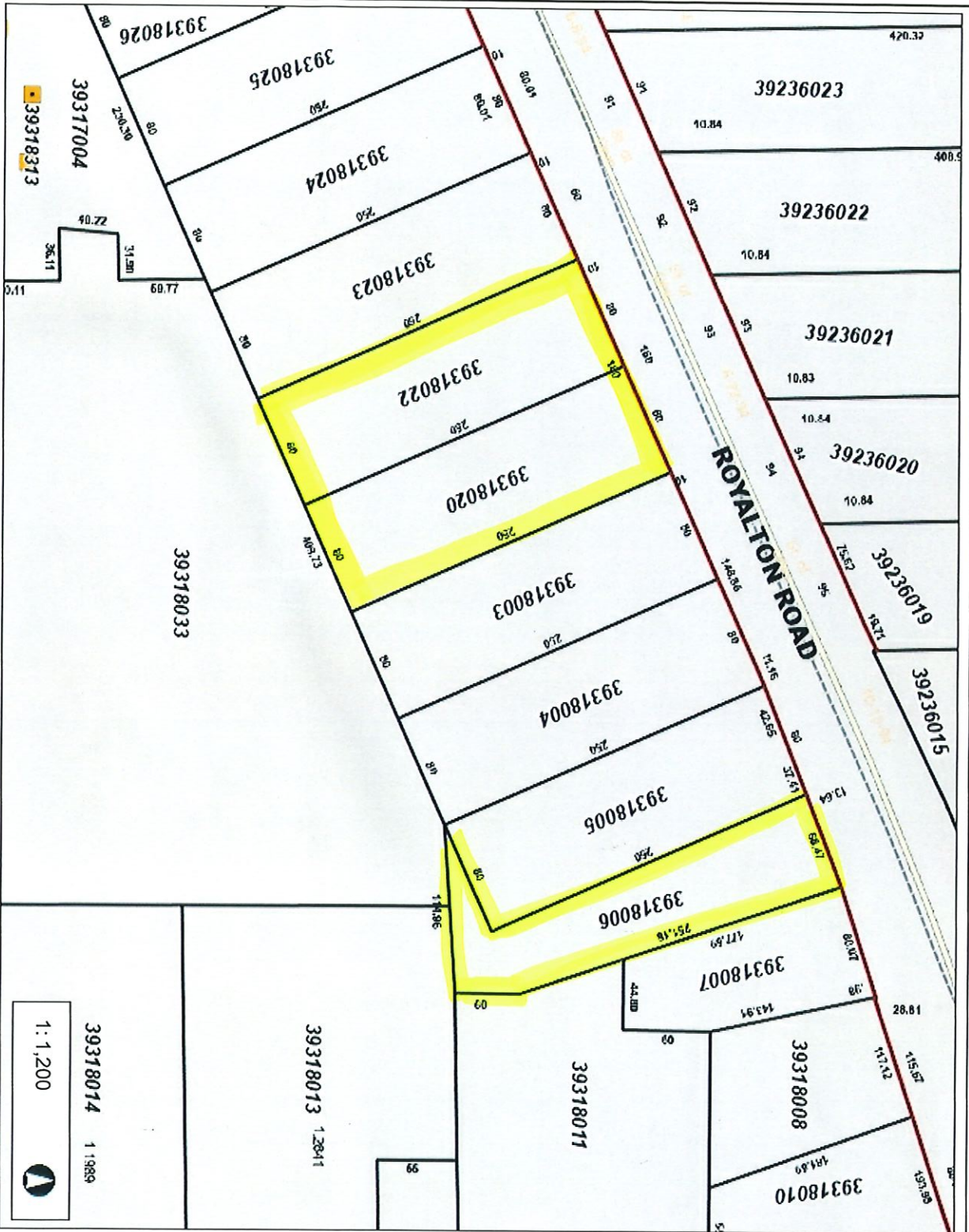
Being a parcel of land lying on the Southerly side of Royalton Road (S.R. 82) of the center line of a survey, made for the Department of Transportation, and recorded in Book _____, Page _____, of Cuyahoga County and being located within the following described points in the boundary thereof:

Beginning at an iron pin in the center line of S.R. 82 at the Southwesterly corner of Original Lot 55, said iron pin being at Station S + 50.48; thence North 65° 52' 42" East, along the center line of S.R. 82, a distance of 513.88 feet to a point, said point being at Station 10 + 64.36 feet; thence South 24° 07' 18" East, along a line perpendicular to the center line of S.R. 82, a distance of 30.00 feet to the Grantor's existing Northwesterly property corner and the True Place of Beginning; thence North 65° 52' 42" East, along the existing Southerly right-of-way line, a distance of 160.00 feet; thence South 24° 07' 18" East, along the Grantor's Easterly property line, distance of 10.00 feet; thence South 55° 52' 42" West, along a line parallel the center line of S.R. 82, a distance of 160.00 feet; thence North 24° 07' 18" West along the Grantor's Westerly property line, a distance of 10.00 feet to the True Place of Beginning and containing 800 square feet of land in each of two Auditor's Parcels for a total of 1600 square feet of land. The above-described area is part of Auditor's Parcel Nos. 393-18-020 & 393-18-022.

Permanent Parcel Nos. 393-18-020 & 393-18-022



Cuyahoga County GIS Viewer



Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

39318014 1:1,200
39318013 1:1,989



Date Created: 10/3/2022

Legend

- Municipalities
- Right Of Way
- Platted Centerline
- Parcel

EXHIBIT C

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Lori Daley, Assistant City Engineer
FROM: Aimee Pientka, Clerk of Council
DATE: October 12, 2023
SUBJECT: Rezoning Application
Owner: City of Strongsville
PPNs: 393-18-006, 020 and 022
Address: 19135 and 19231 Royalton Road
From: One Family 75 (R1-75) to Public Facilities (PF)

Please check the legal description on the attached rezoning as this is legislation for Council to consider at their October 16, 2023 regular meeting.

Thank you.

AKP
Attachments

Cc: Neal Jamison, Law Director

City of Strongsville

Memorandum

To: Neal Jamison, Law Director

CC: Mayor Perciak
Ken Mikula, City Engineer
Aimee Pientka
George Smerigan, City Planner
Brent Painter, Economic Development Director
Dan Kolick, Assistant Law Director
Mitzi Anderson, Planning Commission Secretary

From: Lori Daley, Assistant City Engineer

Date: October 12, 2023

Re: Rezoning Application
PPN's 393-18-006, 020 & 022
R1-75 to PF

Neal,

The attached legal descriptions and exhibit included in the Clerk of Council's October 12, 2023 memo accurately depict the parcels to be rezoned.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 144

By: Mayor Perciak and All Members of Council

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF FOUR (4) 2023 CHEVROLET TAHOE SPORT UTILITY POLICE VEHICLES FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of the Ohio Department of Administrative Services for the purchase of vehicles, machinery, materials, supplies or other articles; and

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of the four (4) 2023 Chevrolet Tahoe Sport Utility Police Vehicles from Tim Lally Chevrolet, all with certain basic options and added appurtenances (Contract No. RSI016980, Index No. GDC050), for use by the Police Department.

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

Section 1. That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for the purchase through **TIM LALLY CHEVROLET** of four (4) 2023 Chevrolet Tahoe Sport Utility Police Vehicles, all with certain basic options and added appurtenances, for a total amount not to exceed \$249,854.00, for use by the Police Department of the City, as indicated on Exhibit A attached hereto and incorporated herein, which the Department has entered into pursuant to Revised Code Section 5513.01(B).

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

Section 3. That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program.

Section 4. That the funds for the purposes of said contract have been appropriated and shall be paid from the Emergency Vehicle Fund.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2023 – 144
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 this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in such program and purchase such vehicles in order to maintain continuity in the operation of the Police Department, to provide for the safety and welfare of the public, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

Ord. No. 2023-144 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

2023

Tim Lally Chevrolet S.A.V.E Speciality, Advanced, Vehicle, Equipment	24999 Miles Rd Suite 1 Warrensville Heights OH 44128 www.timlallySAVE.com
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Customer Information		Date	9/15/2023	
Department	Strongsville PD		Sales Rep	Jamie Onion
Contact Name			Phone	440-343-3160
Address			Email	jonion@timlally.com
City, State, Zip			Deal #	
Phone	Alt Phone		Cust #	
Email				

Notes: 2023 Tahoe - Black Wait List **General Quote, not committed or finalized**

Description	Price	Items Ordered	Item Total
CC10706 - Tahoe 2X4	\$39,850.00	4	\$159,400.00
5TF - Front Cloth/Rear Vinyl (No Charge)	\$0		\$0.00
9C1 - Police Pursuit Package 4X4	\$2,995.00	4	\$11,980.00
5W4 - Special Service Vehicle 4X4	\$2,995.00		\$0.00
5Y1 - Individual Driver and Passenger Seats	\$0.00	4	\$0.00
6C7 - Red and White Large Dome Light	\$173.00	4	\$692.00
6E2 - Key Common	\$28.00	4	\$112.00
6J3 - Grille Lamps and Siren Speaker Wiring	\$96.00	4	\$384.00
6J4 - Horn Siren Circuit Wiring	\$60.00	4	\$240.00
6J7 - Flasher System Headlamp/Taillamp	\$55.00	4	\$220.00
6N5 - Inoperative Rear Windows	\$61.00		\$0.00
6N6 - Inoperative Rear Locks and Door Handles	\$68.00		\$0.00
7X6 - Left Hand Spotlight (Included)	\$0	4	\$0.00
7X7 - Left and Right Spotlights	\$1,340.00		\$0.00
9G8 - Delete Daytime Driving-Auto Lights	\$55.00	4	\$220.00
9V2 - Special Paint (Blue and Red)	\$475.00		\$0.00
AS0 - Front Bucket Seats Full Center Console	\$575.00		\$0.00
AMF - 4 Additional Key Fob Remotes	\$80.00	4	\$320.00
BTU - Remote Vehicle Start	\$320.00		\$0.00
DRZ - Rear Camera Mirror	\$475.00		\$0.00
NHT - Max Trailering Package (SSV Only)	\$370.00		\$0.00
RD4 - 20" Painted Aluminum Wheels/Metallic Pockets (SSV Only)	\$800.00		\$0.00
UN9 - Radio Supression Package	\$95.00		\$0.00
WX7 - Wiring Auxilliary Speaker	\$60.00		\$0.00
3 Piece Cargo Area Window Bars	\$595.00		\$0.00
Charge Guard (Included in Package)	\$199.00		\$0.00
Code 3 Marked Vehicle Package - Installed	\$5,400.00		\$0.00
Dual Gun Mount	\$505.00		\$0.00
Federal Signal Light Ready Push Bumpers	\$795.00	4	\$3,180.00
Federal Signal Marked Vehicle Package - Installed	\$6,308.00	4	\$25,232.00
Full Prisoner Compartment - Installed	\$3,450.00	4	\$13,800.00
Havis K-9 Transport Full Compartment/Heat Alert	\$5,195.00		\$0.00
Havis Tablet Holder	\$405.00		\$0.00
Heat Alarm/No K-9 Left Behind/Door Popper	\$1,995.00		\$0.00
Heavy Duty Computer Mount	\$683.00	4	\$2,732.00
Loft Storage Tray	\$1,295.00		\$0.00
Magnetic Mic (2 Included In Package)	\$34.90	0	\$0.00
Open Hatch Light Package	\$189.00	4	\$756.00
Power Distribution Unit	\$323.99		\$0.00
Push Bumper LED lighting (2)	\$349.00	4	\$1,396.00
Rear Deck Warning Lights	\$294.50	4	\$1,178.00
Re-Chargeable LED Streamlight	\$169.00		\$0.00
Side Window Warning Lights	\$349.95		\$0.00
Single Gun Mount	\$395.00	4	\$1,580.00
Sound Off Signal Marked Vehicle Package	\$5,495.00		\$0.00
Whelen Marked Vehicle Package - Installed	\$7,140.00		\$0.00
Running board lights (6) Total, 3 each side	\$1,374.00	4	\$5,496.00
Equipment change over/radio install (up to 2-radios, antenna)	\$350.00	4	\$1,400.00
Ohio BSA Decal Package	\$1,175.00	4	\$4,700.00
single drawe TruckVault	\$3,199.00	4	\$12,796.00
full wrap around for push bumper	\$995.00		\$0.00
pit bars	\$240.00		\$0.00
7 Year/ Unlimited miles warrenty no deductable	\$3,500.00		\$0.00
Registration	\$15.00	4	\$60.00
Shop tools and wiring	\$495.00	4	\$1,980.00
	\$0.00		\$0.00
	\$0.00		\$0.00

Subtotal	\$249,854.00
Tax	
Total	\$249,854.00

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2023 – 145

By: Mayor Perciak and All Members of Council

AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE THROUGH THE OHIO OFFICE OF BUDGET AND MANAGEMENT, IN CONNECTION WITH FUNDS AVAILABLE FROM THE AMERICAN RESCUE PLAN ACT OHIO AMBULANCE TRANSPORTATION PROGRAM, TO BE UTILIZED BY THE CITY OF STRONGSVILLE FIRE DEPARTMENT; RATIFYING AND APPROVING THE MAYOR'S ENTERING INTO AN OHIO AMBULANCE TRANSPORTATION PROGRAM SUB-RECIPIENT AGREEMENT; FURTHER AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Office of Budget and Management ("OBM") is an agency within the executive branch of the Ohio state government which provides financial management and policy analysis to help ensure the responsible use of state resources; and

WHEREAS, the American Rescue Plan Act ("ARPA") was signed into law March 11, 2021 and established the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") to support state, local and Tribal governments across the country in response to and recovery from the COVID-19 public health emergency; and

WHEREAS, the State, through OBM, was directly allocated and accepted \$5.3 billion in SLFRF funds from the United States Department of the Treasury; and

WHEREAS, the Ohio Ambulance Transportation funds shall be used by OBM to administer grants to any public, not-for-profit, or private ground ambulance transport provider, who submitted claims to the Ohio Department of Medicaid during the current State fiscal year; and

WHEREAS, ambulance transportation providers shall use the funds to provide premium pay to eligible workers, support workforce relief, or provide reimbursement for COVID-19 mitigation and prevention costs incurred during the pandemic; and

WHEREAS, the City's Fire Department has submitted the application for funding with the Office of Budget and Management, Ohio Ambulance Transportation Program in the amount of \$20,000.00 in order to meet the deadline for eligibility of funds; and

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

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

Section 1. That this Council hereby ratifies and approves the filing of an application with the Ohio Office of Budget and Management in connection with funds available from the American Rescue Plan Act Ohio Ambulance Transportation Program to be utilized by the City of Strongsville Fire Department.

Section 2. That this Council further ratifies and approves the Mayor's entering into an Ohio Ambulance Transportation Program Subrecipient Agreement in order to be eligible to receive the grant funds which are available, a copy of which is attached hereto as Exhibit A.

Section 3. That this Council hereby authorizes the acceptance of any award of funding under such Grant program, and hereby authorizes the Mayor, Director of Finance, Fire Chief and/or other appropriate officers of the City to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith.

Section 4. That any funds which may be awarded shall be placed into and expended out of the Fire Levy 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 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 and approve the filing of the application in order to meet the filing deadline and be eligible for receipt of funding, 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: _____

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

Approved: _____
 Mayor

Date Approved: _____

Attest: _____
 Clerk of Council

Ord. No. 2023-145 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

OHIO AMBULANCE TRANSPORTATION PROGRAM SUBRECIPIENT AGREEMENT

This subrecipient agreement (“Agreement”) is made and entered into by and between the State of Ohio (the “State”), through the Ohio Office of Budget and Management (“OBM”), and located at 30 E. Broad Street, 34th Floor, Columbus, Ohio 43215, and the signed Subrecipient below (the “Subrecipient”), (individually a “Party” or collectively the “Parties”) to set forth the terms and conditions upon which OBM will provide a subaward to the Subrecipient for purposes of the Ohio Ambulance Transportation Program as discussed herein.

WHEREAS, the American Rescue Plan Act (“ARPA”) (Pub. L. No. 117-2), signed into law March 11, 2021, established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”), and appropriated \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency;

WHEREAS, the State, through OBM, was directly allocated and accepted \$5.3 billion in SLFRF relief as federal award identification number SLFRP0130 from the United States Department of the Treasury (“Treasury”);

WHEREAS, pursuant to Section 280.10 of Amended Substitute House Bill 45 (“H.B. 45”), the 134th General Assembly of the State of Ohio appropriated \$20 million in SLFRF funds to OBM in appropriation item 042627, Ohio Ambulance Transportation;

WHEREAS, pursuant to Section 280.10 of H.B. 45, appropriation item 042627, Ohio Ambulance Transportation, shall be used by OBM to administer grants to any public, not-for-profit, or private ground ambulance transport provider, who submitted claims to the Ohio Department of Medicaid during the current state fiscal year;

WHEREAS, ambulance transportation providers shall use the funds to provide premium pay to eligible workers, support workforce relief, or provide reimbursement for COVID-19 mitigation and prevention costs incurred during the pandemic; and

WHEREAS, it is the intent of the Parties for OBM to provide funding to the Subrecipient for eligible expenditures under ARPA, as further provided for in H.B. 45.

NOW, THEREFORE, for the purposes of providing SLFRF funds to the Subrecipient in accordance with ARPA and H.B. 45, the Parties hereby covenant and agree as follows:

1. **Eligibility; Funding Amount; Scope of Work.** As provided for in Section 280.10 of H.B. 45, Subrecipient affirms it is an Ohio ambulance transportation provider and an eligible recipient of funding as part of the Ohio Ambulance Transportation Program. Upon notification of an official award, OBM agrees to advance funds via electronic funds transfer to Subrecipient in an amount not to exceed the amount identified in the notification. In addition, Subrecipient agrees to use the funds provided under this subaward only to provide premium pay to eligible workers, support workforce relief, or provide reimbursement for COVID-19 mitigation and prevention costs incurred during the pandemic as provided for in H.B. 45 and OBM program guidance. Any deviation in the scope of work shall be prohibited unless prior approval is granted in writing by OBM.
2. **Compliance with Laws and Regulations.** In accepting funds under the Agreement, Subrecipient agrees to comply with H.B. 45, ARPA, Treasury regulations implementing ARPA, and guidance issued by Treasury regarding the foregoing, including the restrictions on

use that apply to each of the eligible use categories. Subrecipient also agrees to comply with all other applicable federal, state, and local laws, rules, regulations, executive orders, or guidance governing the funds provided under the Agreement. In addition, Subrecipient certifies it will adhere to Treasury's Award Terms and Conditions (attached hereto as Exhibit A and incorporated herein by reference), and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, which is hereby incorporated by reference, as applicable. Subrecipient acknowledges and agrees that any funds provided under this Agreement that are not spent in accordance with the intent and purpose of H.B. 45 and/or in violation of this Section shall be returned in full to the State.

3. **Duplicating Costs.** In accepting funding under the Agreement, Subrecipient certifies funds will not be used to cover a cost already covered by another state or federal funding source.
4. **Maintenance of Records; Audit.** Subrecipient shall maintain records and financial documents sufficient to support compliance with H.B. 45, ARPA, Treasury's regulations implementing ARPA, and guidance regarding the eligible uses of funds. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury by OBM, whichever is later. Subrecipient also agrees to make such records and financial statements available to the State, OBM, the Ohio Auditor of State, or other authorized auditors, agents, or representatives as necessary upon request. Subrecipient further agrees that funds received under this Agreement may be subject to future review or audit and agrees to fully comply with such review or audit, including access to records.
5. **Reporting.** The Subrecipient agrees, without reservation, to comply with any reporting obligations or certifications established by Treasury, the State, or OBM pertaining to funds received under this Agreement. Furthermore, Subrecipient, upon request, shall provide OBM with any necessary information to meet its reporting requirements to Treasury.
6. **Period of Performance.** The period of performance for use of funds received under this Agreement begins upon the Subrecipient's receipt of funds and ends on June 30, 2024. However, in the event of an early termination under Section 8 of this Agreement, the period of performance will be effective until the date of termination.
7. **Effective Date and Duration; Closeout.** The Agreement shall take effect and be binding on the Parties upon the completion of: (i) the signature of the Subrecipient's authorized representative below; (ii) Subrecipient's receipt of the notification of award from OBM; and (iii) Subrecipient's receipt of funds. Notwithstanding other provisions in this Agreement and unless terminated earlier in accordance with Section 8 of this Agreement, the Agreement will remain in effect until OBM determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and other obligations in accordance with the requirements under ARPA and its related regulations and guidance. Furthermore, in accordance with 2 C.F.R. 200.344, OBM will closeout this award upon determination that all applicable administrative actions and all required work of the award have been completed.

8. **Termination.**

- a. **Termination for Cause.** OBM may terminate this Agreement for cause upon notice to the Subrecipient if the Subrecipient fails to comply with any portion of Section 2 of this Agreement.
 - b. **Termination for Convenience.** The Agreement may be terminated for convenience, in whole or in part, as follows:
 - i. **By OBM with Consent of the Subrecipient.** The Parties shall agree upon the termination conditions, including the effective date not to exceed the period of performance, and, in the case of partial termination, the portion to be terminated; or
 - ii. **By the Subrecipient Upon Submitting Written Notification to OBM.** The written notification must set forth the reasons for the termination, the effective date not to exceed the period of performance, and, in the case of partial termination, the portion to be terminated. However, in the case of a proposed partial termination, OBM may terminate the Agreement and recoup portions or all SLFRF funds provided to the Subrecipient if OBM determines the remaining portion will not accomplish the purpose for which the funding was made.
 - c. **Termination for Withdrawal, Reduction, or Limitation of Funding.** In the event funding is not received from the Federal Government or the State of Ohio or is withdrawn, reduced, modified, or limited in any way after the effective date of the Agreement and prior to its normal completion, OBM may summarily terminate the Agreement as to funds not received, reduced, modified, or limited, notwithstanding any other termination provision in the Agreement. If the level of funding is reduced to such an extent that OBM deems that the continuation of the Ohio Ambulance Transportation Program is no longer in the best interest of the public, OBM may summarily terminate the Agreement in whole notwithstanding any other termination provisions in the Agreement. Termination under this paragraph shall be effective upon Subrecipient's receipt of written notice by OBM.
 - d. In the event of termination for cause, convenience, or for withdrawal, reduction, or limitation of funding, the Subrecipient shall repay to OBM a portion or all of the funds provided under the Agreement within thirty (30) days or before the end of the period of performance, whichever is earlier, in accordance with the Uniform Guidance, 2 C.F.R. Part 200. All funds returned under this paragraph shall be mailed to the name and address listed in Section 9 of this Agreement.
9. **Recoupment; Repayment of Funds.** Subrecipient acknowledges and agrees that its funding and use of SLFRF funds is subject to recoupment by Treasury and/or OBM for Subrecipient's failure to use funds in strict compliance with the requirements of ARPA, Treasury's regulations and guidance, and all other applicable federal, state, and local laws, rules, regulations, executive orders, or guidance governing the funds provided under the Agreement. In addition, Subrecipient acknowledges and agrees that any funds not expended for eligible uses by the end of the period of performance, unless otherwise provided for in Section 8 of this Agreement, must be returned to OBM no later than July 31, 2024.

The provisions of this Section do not prohibit OBM from exercising any other rights or remedies available to it under federal or state law.

Returns can be made via check payable to the Treasurer of the State of Ohio and mailed to:

Ohio Office of Budget and Management
ATTN: Fiscal Section, Ohio Ambulance Transportation Program
30 E. Broad St., 34th Floor
Columbus, OH 43215

10. **Federal Restriction on Lobbying.** Consistent with 31 C.F.R. Part 21, by signing this Agreement, the Subrecipient certifies in writing to OBM, to the best of its knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

11. **Subrecipient Monitoring and Management.** Consistent with 2 C.F.R. 200.332, Subrecipient acknowledges and agrees that the State of Ohio, through the Office of Budget and Management, will monitor the activities of the Subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

12. **Miscellaneous State Provisions.**

- a. **Certification of Funds.** Subrecipient acknowledges and agrees that its funding under the Agreement is subject to the provisions of Section 126.07 of the Ohio Revised Code, authorized appropriation for the award by the General Assembly, and any necessary authorizations, extensions, or reauthorizations of SLFRF funding.

- b. **Ethics Compliance.** Subrecipient represents, warrants, and certifies that it and its officers, employees, agents, or representatives engaged in the performance of the Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code. Subrecipient further represents, warrants, and certifies that neither Subrecipient nor any of its officers, employees, agents, or representatives will do any act that is inconsistent with such laws.
- c. **Debarment; Boycotting.** Subrecipient represents and warrants that it is not debarred from consideration for awards by any government agency. Subrecipient also represents and warrants, pursuant to Ohio Revised Code Section 9.76, that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of the Agreement.
- d. **Nondiscrimination of Employment.** To the extent applicable, pursuant to Ohio Revised Code Section 125.111, Subrecipient agrees that itself, any subcontractor, or any person acting on behalf of the Subrecipient or a subcontractor shall not discriminate, by reason of race, color, religion, sex, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform work under the Agreement. Subrecipient further agrees that itself, any subcontractor, or any person acting on behalf of Subrecipient or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Agreement on account of race, color, religion, sex, age, disability, military status, national origin, or ancestry.
- e. **Affirmative Action Program.** To the extent applicable, Subrecipient represents that the contractor(s) from whom the Subrecipient makes purchases has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to Ohio Revised Code Section 125.111(B) and has filed an Affirmative Action Program Verification form with the Department of Development.
- f. **Political Contributions.** Subrecipient affirms and certifies compliance with Ohio Revised Code Section 3517.13 limiting political contributions.
- g. **Findings for Recovery.** Subrecipient warrants that no officer, employee, or agent is subject to an unresolved finding for recovery under Ohio Revised Code Section 9.24.
- h. **Assignment.** Subrecipient shall not assign any portion of the SLFRF funds provided for under the Agreement without prior written approval of OBM.
- i. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of the Agreement.
- j. **Indemnification.** To the extent permitted under state or federal law, Subrecipient shall defend, indemnify, and hold harmless the State and OBM and its officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this funding and/or the acts, omissions or conduct of Subrecipient, and its

agents, employees, contractors, sub-contractors, and representatives, and/or Subrecipient's failure to comply with federal, state, and local laws, rules, regulations, executive orders, and guidance applicable to and in relation to this funding. Subrecipient shall bear all costs associated with defending the State and OBM against any such claims.

- k. **Entire Agreement.** This Agreement, along with the Exhibit(s) referenced and incorporated herein, and subsequent award notification to the Authorized Representative and Grant Contact, represents the entire and integrated agreement which supersedes all prior and contemporaneous communications, representations, understandings, agreements, or contracts, whether oral or written, relating to the subject matter of this ARPA funding.
- l. **Amendment.** The Agreement may be modified or amended at any time during its term by mutual consent evidenced by signature of both Parties.
- m. **Exhibits.** All Exhibits referenced herein are hereby incorporated into this Agreement.
- n. **Severability.** If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- o. **Survivability.** Any term, condition, covenant, or obligation which requires performance by either Party subsequent to termination of this Agreement shall remain enforceable against such Party subsequent to such termination.
- p. **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation, or other legal matter regarding the Agreement or performance by either Party must be brought in a court of competent jurisdiction in Franklin County, Ohio.
- q. **Notice.** Notices required by the Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means (email). Any notice delivered or sent shall be effective on the date of delivery. All notices and other written communications under the Agreement shall be, unless otherwise modified by subsequent written notice, directed to the OBM contact listed on the Funding Opportunity. The Authorized Representative listed on the application will serve as the Grant contact.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, this Agreement is signed by the duly authorized representatives of OBM and Subrecipient, and shall be effective, if at all, in accordance with Section 7 of this Agreement.

State of Ohio:

Kimberly A. Murnieks

Authorized Representative Signature

Authorized Representative Name: Kimberly A. Murnieks
Authorized Representative Title: Ohio Office of Budget and Management, Director
Date Signed: June 23, 2023

Name of ARPA Subrecipient:

City of Strongsville

Address of Subrecipient:

16099 Foltz Parkway

Strongsville, OH 44149

Authorized Representative for Subrecipient:

Thomas P. Perciak, Mayor

Print Name, Title

Authorized Representative for Subrecipient:

Thomas P. Perciak

Signature

Date:

Sept. 28, 2023

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2023 – 146

By: Mayor Perciak and All Members of Council

A RESOLUTION ACCEPTING AN ADDITIONAL DONATION OF MONEY FROM THE STRONGSVILLE ROTARY FOUNDATION 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 recently 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, in that regard, by and through Resolution No. 2022-164, the Mayor and this Council accepted a monetary donation of \$15,000.00 from the Strongsville Rotary Foundation to be utilized towards the development of the new Town Center area; and

WHEREAS, the Strongsville Rotary Foundation is a non-profit organization that provides funds for local and international Rotary projects in addition to charitable activities and community projects, such as Strongsville's Safety Town and the Amphitheatre at the Backyard Preserve; and

WHEREAS, therefore, the Strongsville Rotary Foundation has once again graciously donated another check in the amount of \$15,000.00; 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 the Strongsville Rotary Foundation for its donation of \$15,000.00 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.

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

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2023 – 146
Page 2

President of Council

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2023-146 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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