



City of Strongsville

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

October 17, 2024

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Brian M. Spring
At-Large

Aimee Pientka, MMC
Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, October 21, 2024**, 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. **Recreation & Community Services Committee** will meet to discuss Ordinance Nos. 2024-160 and 2024-161.

Public Safety & Health Committee will meet to discuss Ordinance Nos. 2024-162 and 2024-163.

Finance Committee will meet to discuss Ordinance Nos. 2024-164 and 2024-165.

Public Service & Conservation Committee will meet to discuss Ordinance No. 2024-166.

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, OCTOBER 21, 2024 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 – October 7, 2024*
6. APPOINTMENTS, CONFIRMATIONS AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
 - ECONOMIC DEVELOPMENT – Clark
 - BUILDING & UTILITIES – Roff
 - PUBLIC SAFETY AND HEALTH – Roff
 - RECREATION AND COMMUNITY SERVICES – Spring
 - SCHOOL BOARD – Spring
 - FINANCE – Short
 - SOUTHWEST GENERAL HEALTH SYSTEM – Short
 - COMMUNICATIONS AND TECHNOLOGY – Kaminski
 - PLANNING, ZONING AND ENGINEERING – Kosek
 - PUBLIC SERVICE AND CONSERVATION – Kosek
 - 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. 2024-160 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SERVICE AGREEMENT WITH THE CITY OF BEREA FOR CERTAIN SERVICES TO BE PERFORMED AT THE WALTER F. EHRLFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-161 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING AND AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT FUNDING FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES IN ORDER TO COMPLETE A CAPITAL IMPROVEMENT COMMUNITY RECREATION PROJECT KNOWN AS THE CITY OF STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-162 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FOURTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF MIDDLEBURG HEIGHTS, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2025, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-163 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING PARTICIPATION IN UNITED STATES GENERAL SERVICES ADMINISTRATION CONTRACTS FOR THE PURCHASE OF TWO (2) STRYKER POWER PRO COTS AND TWO (2) STRYKER POWER LOAD SYSTEMS WITH RELATED APPURTENANCES, FOR USE BY THE FIRE DEPARTMENT; 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. 2024-164 by Mayor Perciak and All Members of Council. AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A PEARL V MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-165 by Mayor Perciak and All Members of Council. AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A SHEETZ 82 MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

- Ordinance No. 2024-166 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPLY FOR, ACCEPT AND ENTER INTO A WATER POLLUTION CONTROL LOAN FUND ("WPCLF") AGREEMENT WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY ("OHIO EPA") AND THE OHIO WATER DEVELOPMENT AUTHORITY, ON BEHALF OF THE CITY OF STRONGSVILLE FOR PLANNING, DESIGN, AND/OR CONSTRUCTION OF IMPROVEMENTS TO THE CITY'S WASTEWATER TREATMENT PLANTS B & C IN CONNECTION WITH THE WASTEWATER TREATMENT PLANTS REHABILITATION PROJECT; DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

Application for Permit: TRFO – D1 - D2: To: Shahs Strongsville LLC; **DBA: Shahs Halal Food**, 14228 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 10/23/2024.

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 160

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SERVICE AGREEMENT WITH THE CITY OF BEREA FOR CERTAIN SERVICES TO BE PERFORMED AT THE WALTER F. EHRRNFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville (hereinafter "Strongsville") is the owner and operator of the Walter F. Ehrnfelt Recreation & Senior Center, located at 18100 Royalton Road, in the City of Strongsville; and

WHEREAS, the City of Berea (hereinafter "Berea") is a municipal corporation organized and existing pursuant to law; and

WHEREAS, Strongsville and Berea collaborate to jointly operate the Senior Wheels transportation program, which provides rides for seniors in each of these communities to attend doctor appointments, visit various shopping centers and other related activities; and

WHEREAS, Strongsville has determined to continue to allow Berea to use certain office space in the Center to conduct dispatching services for the Senior Wheels transportation program, as set forth in the Service Agreement attached hereto as Exhibit A; and

WHEREAS, therefore, Strongsville and Berea are desirous of entering into another Service Agreement on the terms and conditions set forth in the Agreement, and for a term of three (3) years commencing January 1, 2025.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO BY TWO-THIRDS VOTE OF ITS MEMBERS:

Section 1. That this Council hereby finds and determines that allowing the City of Berea to continue to use office space at the Walter F. Ehrnfelt Recreation & Senior Center, at 18100 Royalton Road, Strongsville, Ohio, as set forth in the Service Agreement attached hereto as Exhibit A, is in furtherance of a public purpose and in the best interest of the City of Strongsville.

Section 2. That this Council accordingly authorizes and directs the Mayor to enter into a three (3) year Service Agreement with the City of Berea, a municipal corporation, commencing January 1, 2025, and substantially in accordance with the terms and conditions set forth in such Agreement attached hereto.

Section 3. That any funds required for the implementation of this Ordinance will be paid from the Multi-Purpose Complex Fund.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 160

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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 in the best interest of the City to again enter into a Service Agreement with Berea in order to provide office space for the Senior Wheels transportation program at the City's Recreation Center. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

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

Ord. No. 2024-160 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

SERVICE AGREEMENT

THIS SERVICE AGREEMENT is made this ____ day of _____, 2024 by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation located at 16099 Foltz Parkway, Strongsville, Ohio 44149, and organized and existing pursuant to law (hereinafter called "Strongsville") and **THE CITY OF BEREA, OHIO**, a municipal corporation located at 11 Berea Commons, Berea, Ohio 44017, and organized and existing pursuant to law (hereinafter called "Berea").

WITNESSETH:

WHEREAS, Strongsville is the owner and operator of the Walter F. Ehrnfelt Recreation & Senior Center, located at 18100 Royalton Road, in the City of Strongsville, County of Cuyahoga and State of Ohio, hereinafter referred to as "Center"; and

WHEREAS, Strongsville and Berea collaborate to jointly operate the Senior Wheels transportation program which provides rides for seniors in each community to attend doctor appointments, visit various shopping centers and other related activities; and

WHEREAS, Strongsville and Berea are desirous of entering into this Service Agreement for certain services to be provided at the Center by Berea in collaboration with Strongsville on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, covenants, payments and agreements by each of the parties hereto, Strongsville and Berea do hereby mutually agree as follows:

1. TERM

1.1 Original Term

The term of this Agreement shall be three (3) years, commencing on January 1, 2025 and ending on December 31, 2027.

1.2 Renewal

This Agreement may be renewed for an additional three (3) year term upon the written election of Berea to renew and the written acceptance of Strongsville. Said written election of Berea to renew and the written acceptance of Strongsville, shall be made at least thirty (30) days before expiration of the initial term.

2. TERMINATION

2.1 Cancellation by Berea

Berea shall have the right, upon sixty (60) days prior written notice to Strongsville, to cancel this Agreement in its entirety.

2.2 Cancellation by Strongsville

Strongsville shall have the right upon sixty (60) days prior written notice to Berea, to cancel this Agreement in its entirety.

3. CONSIDERATION

EX. A

3.1 Payment

Berea agrees to pay to Strongsville the annual sum of Two Thousand One Hundred Dollars (\$2,100.00), with payment due on or before December 1st of each year. Time is of the essence as to the due date of the payments.

3.2 Method of Payment

All payments shall be made payable to City of Strongsville, and shall be sent to City of Strongsville, 16099 Foltz Parkway, Strongsville, Ohio 44149, Attention: Director of Finance, unless Strongsville shall direct otherwise by notice to Berea.

4. USE OF PREMISES

4.1 Berea shall be permitted the use of an office space in the Center to conduct dispatching services for the Senior Wheels transportation program. Said office space shall be shared with Strongsville personnel in conducting said dispatching services.

4.2 Berea's use of the Center to perform services as set forth above shall be done in a safe, careful and proper manner in accordance with all laws, rules and regulations of Strongsville and the Center.

5. INSURANCE

Public Liability Insurance. Berea shall obtain, at its expense, complete comprehensive liability insurance, under which Strongsville will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to Strongsville, in the sum of One Million Dollars (\$1,000,000.00) in the event of injury to one person or damage to property and Two Million Dollars (\$2,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. A certificate or certificates thereof, will be deposited with Strongsville within thirty (30) days after their issuance. The foregoing policies shall contain a special provision which establishes that the insurance company agrees that thirty (30) days prior to cancellation of the insurance afforded by the policy, written notice of the action to be taken will be mailed to City of Strongsville.

6. DEFAULT

6.1 Events Constituting Default

For the purpose of this Agreement, "default" shall mean any of the following events: (a) Failure by Berea to pay any payment or other money obligations within ten (10) days after Strongsville shall have given Berea written notice that such payment or other obligation is past due, or (b) Failure by Berea to perform or observe any other covenant or agreement under this Agreement, which failure shall continue uncured for a period of thirty (30) days after delivery to Berea of written notice thereof.

6.2 Effect of Default

In the event of default, Strongsville may at its option (a) terminate this Agreement or (b) employ any other remedy provided by law. The foregoing remedies may be exercised individually or cumulatively at the option of Strongsville, and the exercise of any one shall not be deemed a waiver of Strongsville's right to exercise one or more additional remedies

6.3 Waiver of Default

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

7. INDEMNITY

7.1 Berea, its agents, successors, assigns, and transferees agree to indemnify, provide the defense of, reimburse and hold harmless Strongsville, its officers, directors, members, managers, affiliates, officials, employees, servants, agents, and contractors from and against all costs, claims, actions, liabilities, damages, expenses, medical expenses, causes of actions, suits, or judgments by or on behalf of any person or persons, firm or firms, corporation or corporations, or any other business entity, or any governmental authority arising from any loss, injury or damage of any kind, to persons or property, from whatever cause, arising out of Berea's use of the Center, or any act or omission of Berea, or any of its successors, assigns, transferees, employees, licensees or invitees arising out of or relating to their use of the Center.

7.2 Strongsville, its agents, successors, assigns, and transferees agree to indemnify, provide the defense of, reimburse and hold harmless Berea, its officers, directors, members, managers, affiliates, officials, employees, servants, agents, and contractors from and against all costs, claims, actions, liabilities, damages, expenses, medical expenses, causes of actions, suits, or judgments by or on behalf of any person or persons, firm or firms, corporation or corporations, or any other business entity, or any governmental authority arising from any loss, injury or damage of any kind, to persons or property, from whatever cause, arising out of any intentional act or omission on the part of Strongsville, its employees or agents, or by anyone for whose acts or omissions any of them may be liable.

8. ASSIGNMENT

Berea shall not assign, transfer, convey, or dispose of this Agreement or any of its benefits or burdens under this Agreement, unless Berea first obtains Strongsville's prior written consent appropriately authorized by law. Strongsville may, in its discretion, withhold such consent.

9. NOTICES

All notices to Strongsville shall be sent to:

The City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Mayor

With a copy to the Law Director

All notices to Berea shall be sent to:

City of Berea
11 Berea Commons
Berea, Ohio 44017
Attention: Mayor

With a copy to the Law Director

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

9. PARTIES BOUND AND BENEFITTED

This Agreement shall bind and benefit the parties hereto, their successors and permitted assigns. The words "Strongsville" and "Berea" in this Agreement shall be construed to include the municipal corporations named herein as City of Strongsville and City of Berea, respectively, and their respective successors and permitted assigns.

This Section shall not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, permission to occupy or similar acts contained elsewhere in this Agreement.

10. ONLY AGREEMENT

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

11. CAPTIONS

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

12. GOVERNING LAW

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

13. COUNTERPARTS

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

IN WITNESS WHEREOF, Strongsville and Berea have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

By: _____
Thomas P. Perciak
Its: _____
Mayor

Diana Brown
Wartail in Gubbio

By: Cyril Kleem Cyril Kleem
Its: Mayor

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this _____ day of _____, 2024.

*Approved as to legal form only by the
Law Department of the City of Strongsville*

Date: _____

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named, **CITY OF BEREA**, by Cyril Kilem its Mayor who acknowledged that he/she did sign the foregoing instrument and that the same is the true and

voluntary act and deed of such municipal corporation, and his/her free act and deed in such capacity.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal,
at City of Berea, Ohio, this 3 day of October, 2024.



BARBARA L. JONES
Attorney at Law
NOTARY PUBLIC
STATE OF OHIO
My Commission Has
No Expiration Date
Section 147.03 O.R.C.

[Signature]
Notary Public

Approved as to legal form only by the
Law Department of the City of Berea

By: [Signature]
Asst. Law Director
Date: 10/3/24

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 161

By: Mayor Perciak and All Members of Council

AN ORDINANCE RATIFYING AND AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT FUNDING FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES IN ORDER TO COMPLETE A CAPITAL IMPROVEMENT COMMUNITY RECREATION PROJECT KNOWN AS THE CITY OF STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Department of Natural Resources ("ODNR") is authorized to finance capital improvements for state and local parks and recreation areas and to preserve Ohio's natural areas and habitats; and further to make grants and assist local governments with capital improvements projects related to natural resources; and

WHEREAS, the City of Strongsville is in the process of completing the "Strongsville Town Center Enhancement & Walkability Initiative" as part of an ongoing capital improvement project in the City (the "Project"); and

WHEREAS, the City of Strongsville has applied to the ODNR for financial assistance in connection with such Project; and

WHEREAS, pursuant to House Bill No. 2, the 135th General Assembly of the State of Ohio has appropriated funds in the amount of \$500,000.00 for the City of Strongsville for the completion of a capital improvement community recreation project known as the Town Center Enhancement & Walkability Initiative; and

WHEREAS, the Council and City Administration are desirous of accepting such Capital Improvement Project Grant funds from the ODNR in order to assist the City with further improvements related to the Town Center Enhancement & Walkability Project.

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

Section 1. That this Council hereby ratifies and approves the Mayor and Director of Recreation & Senior Services submitting an application for financial assistance to the Ohio Department of Natural Resources, in the form on file with the Director of Recreation & Senior Services.

Section 2. That the Mayor be and is hereby authorized and directed to accept funds in the amount of \$500,000.00 from the Ohio Department of Natural Resources to assist the City of Strongsville with the Town Center Enhancement & Walkability Project; and to further provide, execute and deliver any and all documents, including a "Pass Through Grant Agreement," and such other information as may be required in connection therewith.

Section 2. That the Mayor, the Director of Finance, Director of Recreation & Senior Services, and the Director of Economic Development and/or their designees be and are hereby

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 161

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authorized to do all things necessary to perform the terms and conditions required by the Ohio Department of Natural Resources for such Parks and Recreation Funds, in accordance with their respective responsibilities thereunder.

Section 3. That the funds required to meet the City's obligation, if any, under this Agreement will be appropriated and paid from the Town Center Improvement Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to ratify and approve the submission of such application for financial assistance in order to meet application deadlines, to accept such funding in order to fully complete the capital improvement project known as the Town Center Project, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

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

Ord. No. 2024-161 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 162

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FOURTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF MIDDLEBURG HEIGHTS, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2025, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance No. 2021-084 on June 7, 2021, the Strongsville City Council authorized an Agreement with the City of Middleburg Heights for public safety services; and

WHEREAS, through adoption of Resolution No. 2021-40 on May 27, 2021, the Middleburg Heights City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on June 7, 2021, Strongsville and Middleburg Heights entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Middleburg Heights Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Middleburg Heights Police Department and the Middleburg Heights Fire Department and other public safety resources generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Middleburg Heights agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, based upon one-half year of operations in 2021 and in accordance with provisions of said Agreement, it was necessary to amend the provision relating to payment for Dispatch Services; and

WHEREAS, on November 1, 2021, the parties entered into a *First Amendment to Agreement* providing for an adjustment to the provision for payment based upon the one-half year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2021-143; and

WHEREAS, additionally, through passage of Ordinance Nos. 2023-015 and 2024-007, Council authorized the Mayor to enter into subsequent amendments to the *Agreement for Public Safety Dispatch Services*, consistent with such Agreement; and

WHEREAS, now based upon three and one-half years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services; and

WHEREAS, Middleburg Heights has agreed to a Fourth Amendment providing for an increase in fees commencing January 1, 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 Mayor be and is hereby authorized and directed to enter into a *Fourth Amendment to Agreement* for Public Safety Dispatch Services between the City of Strongsville, Ohio and Middleburg Heights, Ohio, providing for an adjustment in the payment of fees to the City of Strongsville for dispatch services for 2025, commencing January 1, 2025, at an adjusted rate of \$42,535.83 per month, for a total of \$510,430.00 for the year 2025, in accordance with the terms and conditions set forth in the *Fourth Amendment to Agreement* attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

Section 2. That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2025 and shall be paid from the General Fund.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into the Amendment to Agreement to provide for proper and fair compensation to the City for dispatch services, to act in accordance with the terms and conditions of the Agreement, 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	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Attest: _____
Clerk of Council

Ord. No. 2024-162 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2024-**76**

Introduced By: Mayor Matthew Castelli

**A RESOLUTION
AUTHORIZING THE MAYOR TO SIGN A FOURTH AMENDMENT
TO AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN
THE CITY OF STRONGSVILLE AND THE CITY OF MIDDLEBURG HEIGHTS**

WHEREAS, through adoption of Resolution No. 2021-40 on May 27, 2021, the Middleburg Heights City Council authorized an agreement with the City of Strongsville for public safety services; and

WHEREAS, yearly thereafter, the parties have entered into various amendments to the Agreement, which provide for adjustments to the provision for payment based on the total number of years of operation and consistent with the original Agreement; and

WHEREAS, now based upon three and one-half years (3-1/2) of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services.

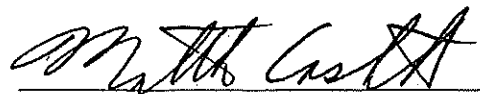
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor is hereby authorized to sign the "Fourth Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville and the City of Middleburg Heights", a copy of which is attached hereto and marked "Exhibit A".

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage 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 actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.



President of Council



Mayor

Passed: 9/24/24Presented to Mayor: 9/25/24

Attest: M. Meola
Clerk of Council

Approved On: 9-25-24

	Yea	Nay
Bortolotto	<u>X</u>	<u> </u>
Ali	<u>X</u>	<u> </u>
Sage	<u>X</u>	<u> </u>
Meany	<u>X</u>	<u> </u>
McGregor	<u>X</u>	<u> </u>
Ference	<u>X</u>	<u> </u>
Zakel	<u>X</u>	<u> </u>

I, Mary Ann Meola Clerk of
the Council of the City of Middleburg Hts., Ohio,
hereby certify that Res 2024-76
adopted by the Council of the City of Middleburg
Hts., on 9/24/24 was posted for a period
of fifteen days, beginning 9/26/24
and remained so posted for fifteen days at the two
posting places as designated by Charter.

Mary Ann Meola
Clerk

CERTIFICATE

I, Mary Ann Meola Clerk of Council of the City of Middleburg Heights, Ohio, do
hereby certify that the foregoing is a true and accurate copy of Res 2024-76
passed on the 24th day of September 2024 by said Council.

Mary Ann Meola
Clerk of Council

**FOURTH AMENDMENT TO AGREEMENT
FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN
THE CITY OF STRONGSVILLE, OHIO AND
MIDDLEBURG HEIGHTS, OHIO**

THIS FOURTH AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this ____ day of _____, 2023, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as “Strongsville”, and **MIDDLEBURG HEIGHTS**, Ohio, hereinafter designated as “Middleburg”.

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2021-084 on June 7, 2021, the Strongsville City Council authorized an Agreement with the City of Middleburg Heights for public safety services; and

WHEREAS, through adoption of Resolution No. 2021-40 on May 27, 2021, the Middleburg Heights City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on June 7, 2021, Strongsville and Middleburg entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Middleburg Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Middleburg Police Department and the Middleburg Fire Department and other public safety resources generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Middleburg agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville’s provision of such Dispatch Services; and

WHEREAS, based upon one-half year of operations in 2021 and in accordance with provisions of said Agreement, it was necessary to amend the provision relating to payment for Dispatch Services; and

WHEREAS, on November 1, 2021, the parties entered into a *First Amendment to Agreement* providing for an adjustment to the provision for payment based upon the one-half year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2021-143; and

WHEREAS, yearly thereafter, the parties have entered into various amendments to the Agreement, which provide for adjustments to the provision for payment based on the total number of years of operation and consistent with the original Agreement, and subsequently authorized by Strongsville City Council in Ordinance Nos. 2023-015 and 2024-007; and

WHEREAS, now based upon three and one-half years (3½) of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in the Agreement and herein, it is agreed as follows:

1. Article I(E) of the Agreement be and is hereby amended to read in part as follows:

* * *

“E. Payment for Dispatch Services: Middleburg, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Thirty-Seven Thousand Five Hundred and 00/100 Dollars (\$37,500.00) for the month of June, 2021 and each month thereafter until December 31, 2021, by the fifteenth (15th) of each month for Dispatch Services provided in that month. For the period of operation from January 1, 2022 through December 31, 2022, Middleburg will pay Strongsville at an increased rate of pay of Thirty-Eight Thousand Three Hundred Thirty-Four and 00/100 Dollars (\$38,334.00) per month by the fifteenth (15th) of each month for Dispatch Services provided in that month, for a total of Four Hundred Sixty Thousand Eight and 00/100 Dollars (\$460,008.00). For the period of operation from January 1, 2023 through December 31, 2023, Middleburg will pay Strongsville at an increased rate of pay of Forty Thousand Six Hundred Thirty-Three and 00/100 Dollars (\$40,633.00) per month by the fifteenth (15th) of each month for Dispatch Services provided in that month, for a total of Four Hundred Eighty-Seven Thousand Five Hundred Ninety-Six and 00/100 Dollars (\$487,596.00). For the period of operation from January 1, 2024 through December 31, 2024, Middleburg will pay Strongsville at an increased rate of pay of Forty-One Thousand Four Hundred Thirty-One and 42/100 Dollars (\$41,431.42) per month by the fifteenth (15th) of each month for Dispatch Services provided in that month, for a total of Four Hundred Ninety-Seven Thousand One Hundred Seventy-Seven and 00/100 Dollars (\$497,177.00). For the period of operation from January 1, 2025 through December 31, 2025, Middleburg will pay Strongsville at an increased rate of pay of Forty-Two Thousand Five Hundred Thirty-Five and 83/100 Dollars (\$42,535.83) per month by the fifteenth (15th) of each month for Dispatch Services provided in that month, for a total of Five Hundred Ten Thousand Four Hundred Thirty and 00/100 Dollars (\$510,430.00).”

* * *

2. This Fourth Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2025 only as specifically set forth herein. All rights and obligations of Strongsville and Middleburg under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

3. This Fourth Amendment to Agreement shall be binding upon Strongsville and Middleburg and their respective successors and assigns.

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

Signed in the presence of:

CITY OF MIDDLEBURG HEIGHTS
("Middleburg")

By: Matthew J. Castelli
Matthew J. Castelli, Mayor

CITY OF STRONGSVILLE
("Strongsville")

By: _____
Thomas P. Perciak, Mayor

CERTIFICATE OF FINANCE DIRECTOR

I hereby certify that the amount of money required to meet the expenditures called for by this Amendment to Agreement is in the treasury, to the credit of the fund for which it is to be drawn, or in the process of collection, and not appropriated for any other purpose.

9/30/24
Date

Jason Stewart
Jason Stewart, Finance Director
City of Middleburg Heights

CERTIFICATE OF LAW DIRECTOR FOR MIDDLEBURG HEIGHTS

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 25 day of September, 2024.

Santo T. Incorvaia
Santo T. Incorvaia, Law Director

**CERTIFICATE OF LAW DIRECTOR FOR THE
CITY OF STRONGSVILLE**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this ____ day of _____, 2024.

Neal M. Jamison, Law Director

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 163

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING PARTICIPATION IN UNITED STATES GENERAL SERVICES ADMINISTRATION CONTRACTS FOR THE PURCHASE OF TWO (2) STRYKER POWER PRO COTS AND TWO (2) STRYKER POWER LOAD SYSTEMS WITH RELATED APPURTENANCES, FOR USE BY THE FIRE DEPARTMENT; 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, Federal law provides the opportunity for state, local, regional or tribal governments or any instrumentality thereof to participate in certain contracts of the United States General Services Administration for the purchase of equipment from contracts awarded under General Services Administration Federal Supply Schedules; and

WHEREAS, based upon recommendation of the City's Fire Chief, this Council wishes to take advantage of the opportunity to purchase two (2) new Stryker Power Pro Cots and two (2) new Stryker Power Load Systems with related appurtenances, through General Services Administration Contract No. 36F79721D0021, for use by the Fire 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 United States General Services Administration Federal Supply Schedule contracts for the purchase of two (2) new Stryker Power Pro Cots and two (2) new Stryker Power Load Systems with related appurtenances from **STRYKER**, in an amount not to exceed \$105,035.97, based upon the quote attached hereto as Exhibit A and incorporated herein.

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the United States General Services Administration for such purchases and to directly pay the vendor, under each such contract of the United States General Services Administration in which the City participates for items and services it receives pursuant to the contracts.

Section 3. That the Mayor, Director of Finance and Fire Chief are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the United States General Services Administrative Cooperative Purchasing Program.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 163

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 the program and purchase such equipment in order to provide critical equipment for the necessary operation of the City's Fire Department, to provide for the safety and welfare of the public and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

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. 2024-163 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



POWERED SYSTEMS 2

Quote Number: 10793833

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: STRONGSVILLE FIRE DEPT
Attn:

Rep: Brandon Bucher
Email: brandon.bucher@stryker.com
Phone Number: +1 4409076024

Quote Date: 10/09/2024

Expiration Date: 01/07/2025

Delivery Address		Sold To - Shipping		Bill To Account	
Name:	STRONGSVILLE FIRE DEPT	Name:	STRONGSVILLE FIRE DEPT	Name:	CITY OF STRONGSVILLE
Account #:	20020894	Account #:	20020894	Account #:	20128071
Address:	17000 PROSPECT RD	Address:	17000 PROSPECT RD	Address:	16099 FOLTZ PKWY
	STRONGSVILLE		STRONGSVILLE		STRONGSVILLE
	Ohio 44149-5556		Ohio 44149-5556		Ohio 44149-5501
Attn:	BRIAN TOMCANY				

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	2	\$29,354.77	\$58,709.53
2.0	639005550003	MTS PWLD EXCLUDES FLOOR PLATE	2	\$22,772.26	\$45,544.52

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$781.91
Grand Total:	\$105,035.97

Comments:

FSS # 36F79721D0021

Prices: In effect for 30 days

Terms: Net 30 Days

EXHIBIT A



POWERED SYSTEMS 2

Quote Number: 10793833

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: STRONGSVILLE FIRE DEPT

Attn:

Rep: Brandon Bucher

Email: brandon.bucher@stryker.com

Phone Number: +1 4409076024

Quote Date: 10/09/2024

Expiration Date: 01/07/2025

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.

ENDING APPROVED

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 164

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A **PEARL V** MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (the "Act") provide that this Council may describe public improvements to be made which directly benefit certain parcels, declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (the "City") to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, to improve the flow of traffic in and around the parcels described in **Exhibit A** hereto, as such parcels may be consolidated or split (collectively, the "Property"), this Council may cause construction of the public improvements described in **Exhibit B** hereto (collectively, the "Public Improvements"), that once made will directly benefit the Property and the City and its residents; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Property pursuant to Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay costs of the Public Improvements; and

WHEREAS, the Strongsville City School District and Polaris Joint Vocational School District have been notified of this Ordinance consistent with Revised Code Section 5709.83.

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

Section 1. The Public Improvements described in **Exhibit B** hereto, if made or caused to be made by the City, are hereby designated as those Public Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare.

Section 2. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing

with the tax year following the year in which this Ordinance is passed and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Strongsville City School District and Polaris Joint Vocational School District in the amount of the taxes that would have been payable to the Strongsville City School District and Polaris Joint Vocational School District, as applicable, if the Improvements had not been exempted from taxation.

Section 3. As provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvement are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments, together with any associated rollback payments, shall be deposited in the **PEARL V** Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof. In accordance with Ohio Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville City School District and Polaris Joint Vocational School District, as applicable, would have received from the portion of the Improvements exempted from taxation, had such Improvements not been exempted from taxation. This Council hereby authorizes the Mayor, Director of Finance and Law Director, and other appropriate officers of the City, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary or incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

Section 4. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the **PEARL V** Public Improvement Tax Increment Equivalent Fund (the "Fund"), into which shall be deposited all of the Service Payments and any associated rollback payments distributed to the City with respect to the Improvements on the Property by or on behalf of the County Treasurer, as provided in Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

- (i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Improvements, including those costs set forth in Ohio Revised Code Section 133.15(B);
- (ii) to pay the interest on and principal of bonds or notes, and premium, if any, including refunding or additional bonds or notes or other obligations issued or loans entered into by the City or other governmental entity to finance costs of the Public Improvements until such notes or bonds or other obligations or loans are paid in full, and to pay any trustee, administrative and other costs related to servicing the obligations and providing and replenishing a reserve fund and to pay any costs charged by the issuer of the obligations; and
- (iii) to reimburse the City, or other governmental entity for any funds used to pay costs of the Public Improvements, or to pay interest, principal, or premium, and related costs on any of the aforesaid notes, bonds, loans or other obligations, prior to receipt of Service Payments.

The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with said Section 5709.43.

Section 5. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Development Services Agency of the State of Ohio within fifteen days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Development Services Agency of the State of Ohio the status report required under Section 5709.40 of the Ohio Revised Code.

Section 6. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to eliminate existing hazards to vehicular traffic; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

<hr/>		Approved: <hr/>	
President of Council		Mayor	
Date Passed: <hr/>		Date Approved: <hr/>	
	<u>Yea</u>	<u>Nay</u>	Attest: <hr/>
			Clerk of Council
Carbone	<hr/>	<hr/>	Ord. No. <u>2024-164</u> Amended: <hr/>
Clark	<hr/>	<hr/>	1 st Rdg. <hr/> Ref: <hr/>
Kaminski	<hr/>	<hr/>	2 nd Rdg. <hr/> Ref: <hr/>
Kosek	<hr/>	<hr/>	3 rd Rdg. <hr/> Ref: <hr/>
Roff	<hr/>	<hr/>	<hr/>
Short	<hr/>	<hr/>	<hr/>
Spring	<hr/>	<hr/>	<hr/>
			Public Hrg. <hr/> Ref: <hr/>
			Adopted: <hr/> Defeated: <hr/>

EXHIBIT A
THE PROPERTY

CITY OF STRONGSVILLE
PEARL V TIF Parcel Numbers

392-28-010
392-30-001
395-06-009
395-07-001
395-08-016
397-10-005



Cuyahoga County GIS Viewer

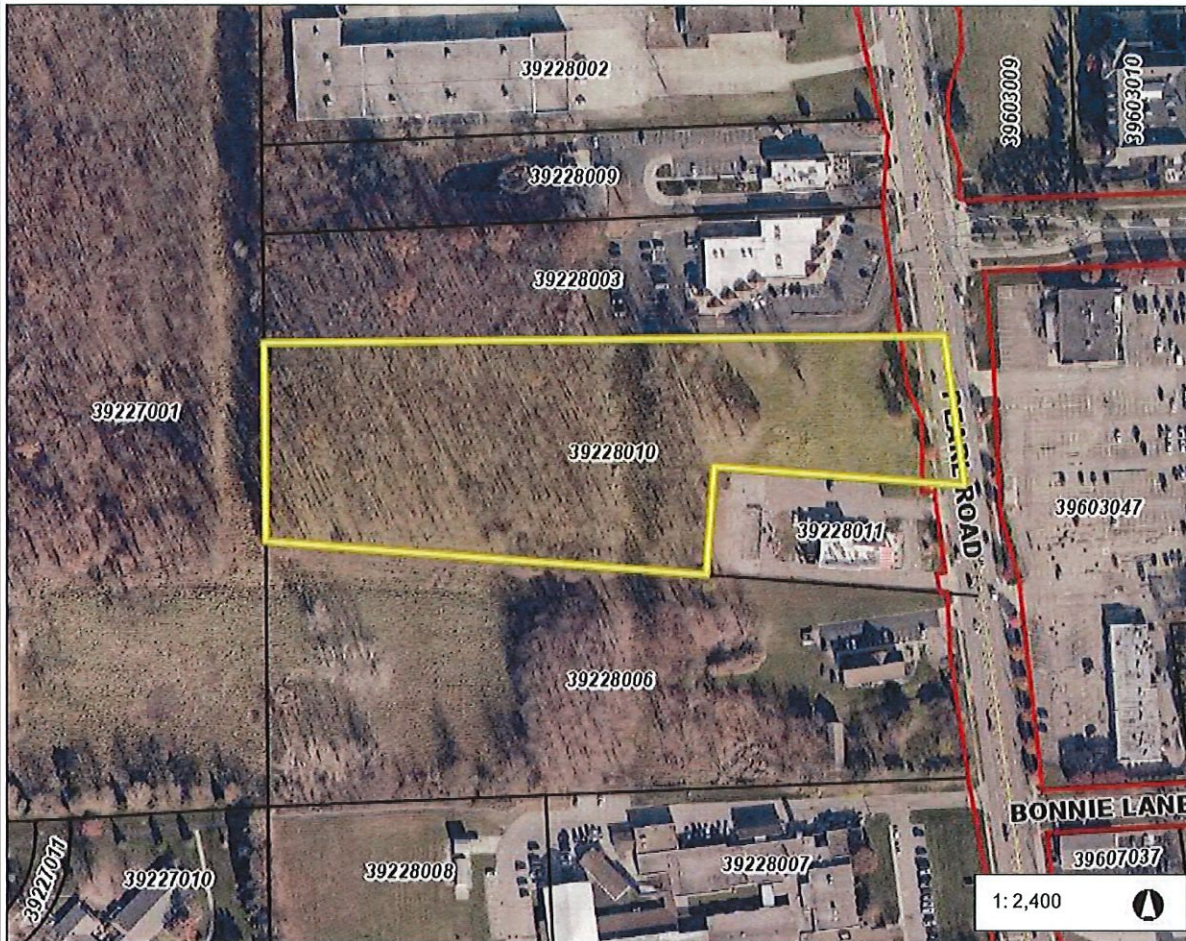


Date Created: 9/16/2024

Legend

- ☐ Municipalities
- ☒ Right Of Way
- ☐ Platted Centerline
- ☐ Parcel
- ☐ Private Road

The Learning
Experience
PPN 392-28-010



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Projection:
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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

Cuyahoga County
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP



Cuyahoga County GIS Viewer

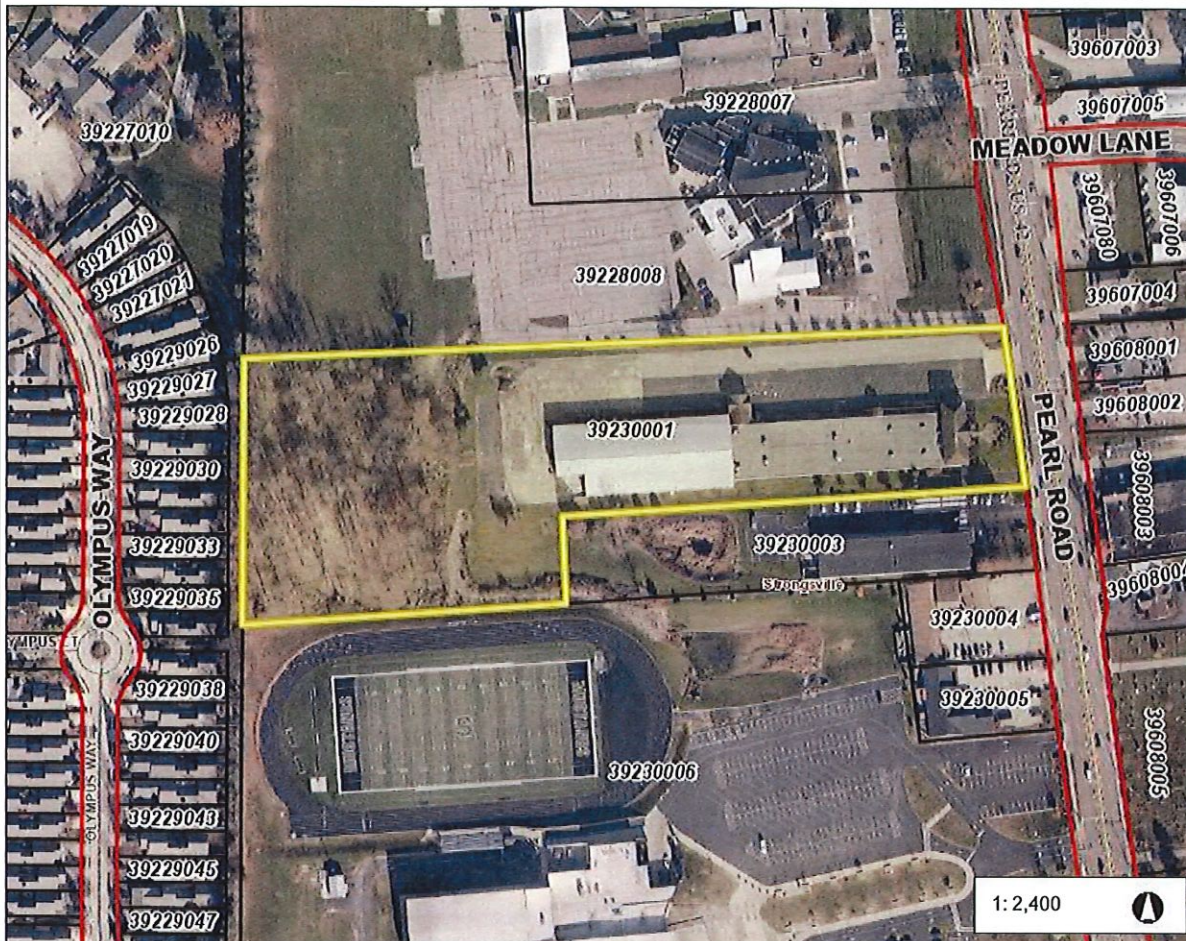


Date Created: 9/16/2024

Legend

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- ☒ Right Of Way
- ☐ Platted Centerline
- ☐ Parcel
- ☐ Private Road

Valley Storage
PPN 392-30-001



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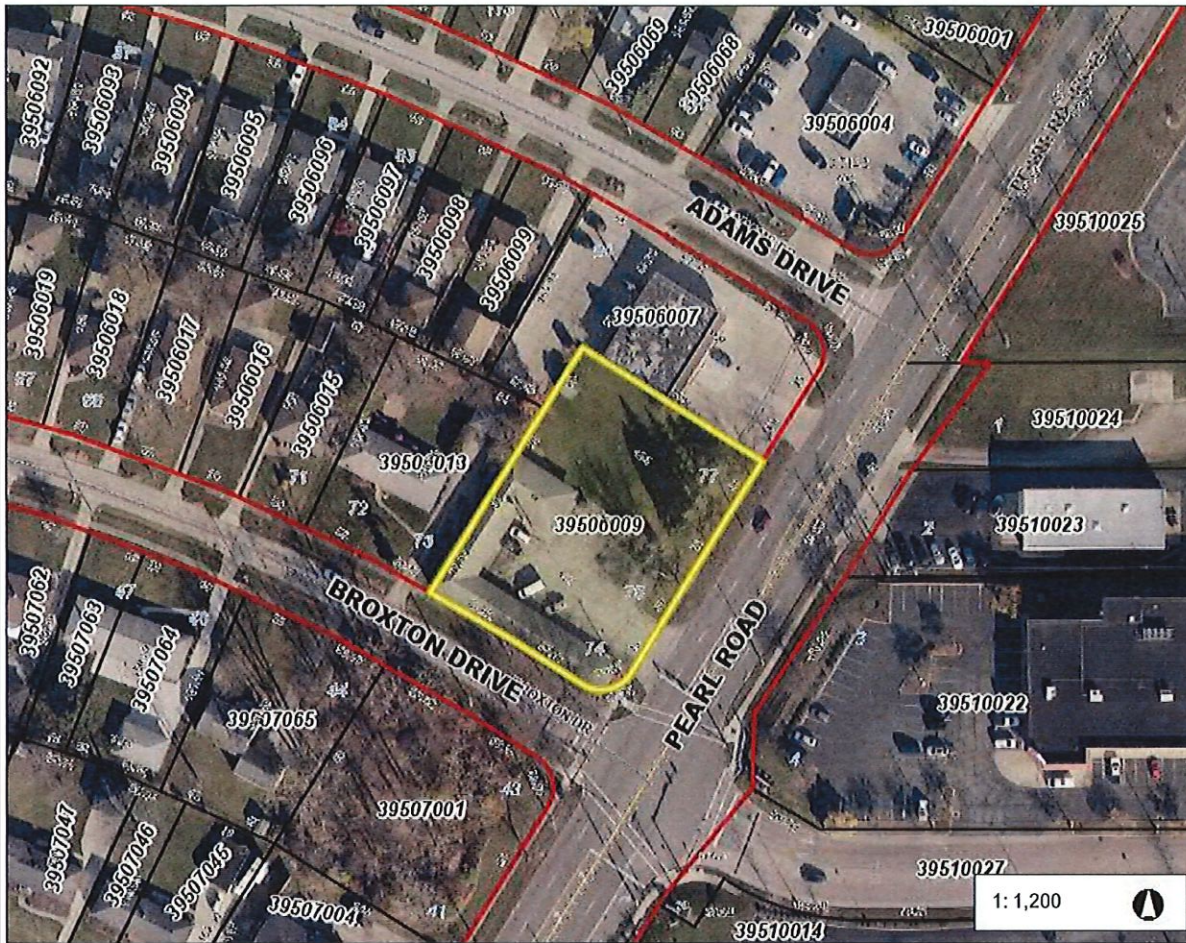
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Cuyahoga County
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP



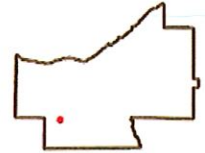
Cuyahoga County GIS Viewer



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Projection:
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THIS MAP IS NOT TO BE USED FOR NAVIGATION



Date Created: 9/16/2024

Legend

- ☐ Municipalities
- ☒ Right Of Way
- ☐ Platted Centerline
- ☐ Parcel
- ☐ Private Road

Dunkin'
PPN 395-06-009

Cuyahoga County
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP



☐ Municipalities
 - Right Of Way
 -- Platted Centerline
☐ Parcel
 --- Private Road

Take 5 Oil
Change
PPN 395-07-001

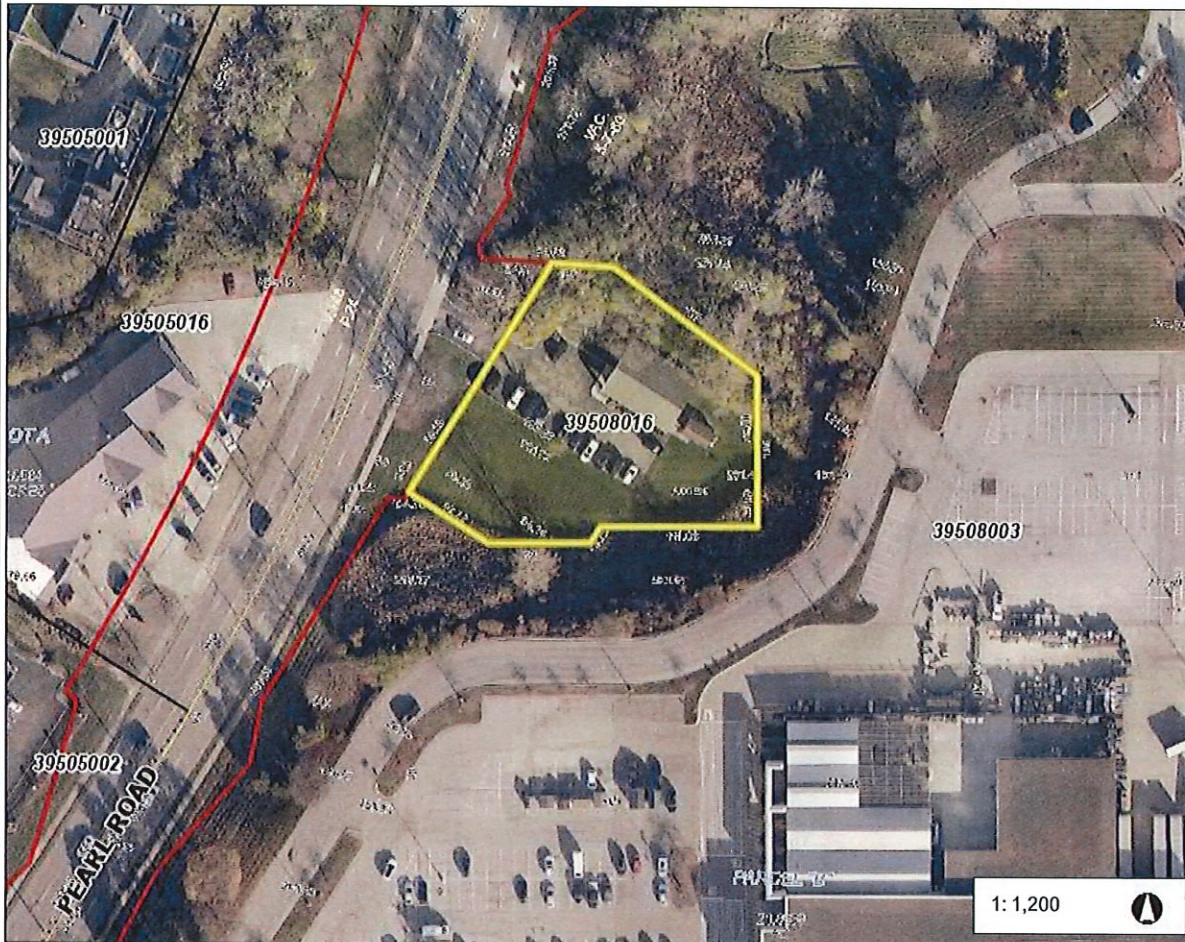
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

— Cuyahoga County —
Enterprise GIS
 PUTTING CUYAHOGA COUNTY ON THE MAP



Cuyahoga County GIS Viewer



200 0 100 200 Feet

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



Date Created: 9/16/2024

Legend

- ☐ Municipalities
- ☒ Right Of Way
- ☐ Platted Centerline
- ☐ Parcel
- ☐ Private Road

Ta-Check
Financial
PPN 395-08-016

Cuyahoga County
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP



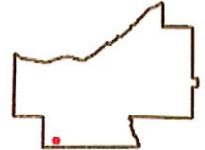
Cuyahoga County GIS Viewer



400 0 200 400 Feet

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

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THIS MAP IS NOT TO BE USED FOR NAVIGATION



Date Created: 9/16/2024

Legend

- ☐ Municipalities
- ☐ Right Of Way
- ☐ Platted Centerline
- ☐ Parcel
- ☐ Private Road

BrightPath Kids
PPN 397-10-005

1:2,400



Cuyahoga County
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP

EXHIBIT B

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

The Public Improvements consist of

- (i) the widening of and other improvements to Whitney Road from terminus to terminus and, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (ii) the widening of and other improvements to W Sprague Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iii) the widening of and other improvements to Royalton Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iv) the widening of and other improvements to Progress Drive from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (v) the widening of and other improvements to Drake, Shurmer and Lunn Roads from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Property and directly benefiting the Property.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 165

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO CERTAIN PARCELS OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCELS, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCELS TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A **SHEETZ 82** MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (the "Act") provide that this Council may describe public improvements to be made which directly benefit certain parcels, declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (the "City") to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, to improve the flow of traffic in and around the parcels described in **Exhibit A** hereto, as such parcels may be consolidated or split (collectively, the "Property"), this Council may cause construction of the public improvements described in **Exhibit B** hereto (collectively, the "Public Improvements"), that once made will directly benefit the Property and the City and its residents; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Property pursuant to Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay costs of the Public Improvements; and

WHEREAS, the Strongsville City School District and Polaris Joint Vocational School District have been notified of this Ordinance consistent with Revised Code Section 5709.83.

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

Section 1. The Public Improvements described in **Exhibit B** hereto, if made or caused to be made by the City, are hereby designated as those Public Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare.

Section 2. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing

with the tax year following the year in which this Ordinance is passed and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Strongsville City School District and Polaris Joint Vocational School District in the amount of the taxes that would have been payable to the Strongsville City School District and Polaris Joint Vocational School District, as applicable, if the Improvements had not been exempted from taxation.

Section 3. As provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvement are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments, together with any associated rollback payments, shall be deposited in the **SHEETZ 82** Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof. In accordance with Ohio Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville City School District and Polaris Joint Vocational School District, as applicable, would have received from the portion of the Improvements exempted from taxation, had such Improvements not been exempted from taxation. This Council hereby authorizes the Mayor, Director of Finance and Law Director, and other appropriate officers of the City, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary or incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

Section 4. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the **SHEETZ 82** Public Improvement Tax Increment Equivalent Fund (the "Fund"), into which shall be deposited all of the Service Payments and any associated rollback payments distributed to the City with respect to the Improvements on the Property by or on behalf of the County Treasurer, as provided in Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

- (i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Improvements, including those costs set forth in Ohio Revised Code Section 133.15(B);
- (ii) to pay the interest on and principal of bonds or notes, and premium, if any, including refunding or additional bonds or notes or other obligations issued or loans entered into by the City or other governmental entity to finance costs of the Public Improvements until such notes or bonds or other obligations or loans are paid in full, and to pay any trustee, administrative and other costs related to servicing the obligations and providing and replenishing a reserve fund and to pay any costs charged by the issuer of the obligations; and
- (iii) to reimburse the City, or other governmental entity for any funds used to pay costs of the Public Improvements, or to pay interest, principal, or premium, and related costs on any of the aforesaid notes, bonds, loans or other obligations, prior to receipt of Service Payments.

The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with said Section 5709.43.

Section 5. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Development Services Agency of the State of Ohio within fifteen days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Development Services Agency of the State of Ohio the status report required under Section 5709.40 of the Ohio Revised Code.

Section 6. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to eliminate existing hazards to vehicular traffic; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force 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. 2024-165 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

EXHIBIT A
THE PROPERTY

CITY OF STRONGSVILLE
SHEETZ 82 TIF Parcel Numbers

399-02-013



Cuyahoga County GIS Viewer



Date Created: 9/16/2024

Legend

- ☐ Municipalities
- ☒ Right Of Way
- ☐ Platted Centerline
- ☐ Parcel
- ☐ Private Road

Sheetz

PPN 399-02-013



200 0 100 200 Feet

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

Cuyahoga County
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP

EXHIBIT B

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The Public Improvements consist of

- (i) the widening of and other improvements to Whitney Road from terminus to terminus and, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (ii) the widening of and other improvements to W Sprague Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iii) the widening of and other improvements to West 130th and Royalton Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iv) the widening of and other improvements to Progress Drive from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (v) the widening of and other improvements to Drake, Shurmer and Lunn Roads from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Property and directly benefiting the Property.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 166

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR AND DIRECTOR OF FINANCE TO APPLY FOR, ACCEPT AND ENTER INTO A WATER POLLUTION CONTROL LOAN FUND ("WPCLF") AGREEMENT WITH THE OHIO ENVIRONMENTAL PROTECTION AGENCY ("OHIO EPA") AND THE OHIO WATER DEVELOPMENT AUTHORITY, ON BEHALF OF THE CITY OF STRONGSVILLE FOR PLANNING, DESIGN, AND/OR CONSTRUCTION OF IMPROVEMENTS TO THE CITY'S WASTEWATER TREATMENT PLANTS B & C IN CONNECTION WITH THE WASTEWATER TREATMENT PLANTS REHABILITATION PROJECT; DESIGNATING A DEDICATED REPAYMENT SOURCE FOR THE LOAN, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville has determined to proceed with the Wastewater Treatment Plants B & C Rehabilitation Project in order to provide critical improvements and upgrades to such wastewater treatment plant facilities; and

WHEREAS, the City of Strongsville intends to apply for Water Pollution Control Loan Funds for the planning, design and/or construction for improvements to the Wastewater Treatment Plants B & C in connection with the Wastewater Treatment Plants Rehabilitation Project; and

WHEREAS, the Ohio Water Pollution Control Loan Fund requires the government authority to pass legislation for application of a loan and the execution of an agreement, as well as designating a dedicated repayment source.

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 and Director of Finance be and are hereby authorized to apply for a Water Pollution Control Loan Fund loan, sign all documents for and enter into a Water Pollution Control Loan Fund Agreement with the Ohio Environmental Protection Agency and the Ohio Water Development Authority for planning, design and/or construction of improvements to the Wastewater Treatment Plants B & C in connection with the Wastewater Treatment Plants Rehabilitation Project on behalf of the City of Strongsville.

Section 2. That the dedicated source of repayment will be the Sanitary Sewer Fund.

Section 3. That the funds necessary to finance the aforesaid Project have been appropriated and shall be paid from the Sanitary Sewer 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 in order to apply for substantial funding assistance through the Ohio Water Development Authority and authorize execution of an Agreement in order to proceed with the Project, to eliminate hazards, provide for critical improvements to the City's wastewater treatment plants, and to conserve 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. 2024-166 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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