



City of Strongsville

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

October 31, 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, November 4, 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 6:30 p.m. All committees listed will meet immediately following the previous committee:

6:30 P.M.

Recreation & Community Services Committee will meet to discuss Ordinance No. 2024-150 and Resolution No. 2024-167.

Public Safety & Health Committee will meet to discuss Ordinance No. 2024-168.

Finance Committee will meet to discuss Ordinance Nos. 2024-164, 2024-165, 2024-169, 2024-170, and 2024-171.

Communications & Technology Committee will meet to discuss Ordinance Nos. 2024-172 and 2024-173.

Planning, Zoning and Engineering Committee will meet to discuss Ordinance No. 2024-174 and Resolution No. 2024-175.

Public Service & Conservation Committee will meet to discuss Ordinance No. 2024-176 and Resolution No. 2024-177.

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, NOVEMBER 4, 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 21, 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. 2024-150 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING NEW RATES FOR THE RENTAL OF FACILITIES AT THE WALTER F. EHRSFELT RECREATION AND SENIOR CENTER, THE CITY OF STRONGSVILLE OLD TOWN HALL, AND THE NEW STRONGSVILLE TOWN CENTER AREA, AND DECLARING AN EMERGENCY. *First reading 10-07-24.*
- 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. *First reading 10-21-24.*
- 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. *First reading 10-21-24.*
- Resolution No. 2024-167 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING A DONATION OF MONEY FROM TERRY AND KATHY TOTH, TO BE USED IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE.
- Ordinance No. 2024-168 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE DISPOSAL OF CERTAIN ITEMS UTILIZED BY THE FIRE DEPARTMENT, AND WHICH ARE BEYOND THEIR SERVICE LIFE AND/OR OBSOLETE, AND NO LONGER NEEDED NOR SAFE FOR ANY MUNICIPAL PURPOSE.
- Ordinance No. 2024-169 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2025.
- Ordinance No. 2024-170 by Mayor Perciak and All Members of Council. AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$2,365,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF REMODELING, RENOVATING, FURNISHING, EQUIPPING AND OTHERWISE IMPROVING THE CITY'S WALTER F. EHRSFELT RECREATION AND SENIOR CENTER AND EQUIPPING AND IMPROVING ITS SITE, AND DECLARING AN EMERGENCY.

- Ordinance No. 2024-171 by Mayor Perciak and All Members of Council. AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$4,500,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF CONSTRUCTING, FURNISHING, EQUIPPING AND OTHERWISE IMPROVING RECREATIONAL FACILITIES AS THE CITY'S TOWN CENTER PROJECT, INCLUDING CONSTRUCTION OF A PAVILION, GAZEBO AND STORAGE BUILDINGS, A SPLASH PAD/WATER FEATURE, PLAYGROUNDS, TENNIS, PICKLEBALL, VOLLEYBALL AND BASKETBALL COURTS, MULTIPURPOSE WALKWAYS, RELATED STREET IMPROVEMENTS INCLUDING A ROUNDABOUT, AND EQUIPPING AND IMPROVING THE SITE THEREOF, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-172 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH INVERSION6 AND A MASTER SERVICES AGREEMENT WITH DARKTRACE HOLDINGS LIMITED ("DARKTRACE") TO PROVIDE HARDWARE, SOFTWARE AND SERVICES RELATED TO E-MAIL SECURITY SYSTEMS FOR USE BY THE DEPARTMENT OF COMMUNICATION & TECHNOLOGY OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-173 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO GROUND LEASE AGREEMENT BETWEEN OCTAGON EDGE TOWERS, LLC AND THE CITY OF STRONGSVILLE, FOR AMENDMENT OF THE TERMS AND CONDITIONS RELATING TO THE GROUND LEASE AGREEMENT CURRENTLY IN EFFECT FOR THE EXISTING TELECOMMUNICATIONS PREMISES LOCATED ON CITY-OWNED PROPERTY AT 16099 FOLTZ PARKWAY, IN THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-174 by Mayor Perciak and All Members of Council. AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES THE LOT SPLIT PLAT OF MARKS ROAD PROPERTY, LTD, FOR PERMANENT PARCEL NO. 394-07-001, LOCATED AT 17607 MARKS ROAD, AND DECLARING AN EMERGENCY.
- Resolution No. 2024-175 by Mayor Perciak and All Members of Council. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR THE REPLACEMENT OF ANTENNAS AND RELATED EQUIPMENT ON AN EXISTING TELECOMMUNICATIONS TOWER ON CITY-OWNED PROPERTY LOCATED AT 18778 ROYALTON ROAD (PPN 396-10-014) IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-176 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR IMPROVEMENTS TO WASTEWATER TREATMENT PLANTS B & C, IN THE CITY OF STRONGSVILLE IN CONNECTION WITH THE WASTEWATER TREATMENT PLANTS REHABILITATION PROJECT, AND DECLARING AN EMERGENCY.
- Resolution No. 2024-177 by Mayor Perciak and All Members of Council. A RESOLUTION GRANTING PERMISSION TO TRANSFER CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Baeslack]

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 150

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING NEW RATES FOR THE RENTAL OF FACILITIES AT THE WALTER F. EHRSFELT RECREATION AND SENIOR CENTER, THE CITY OF STRONGSVILLE OLD TOWN HALL, AND THE NEW STRONGSVILLE TOWN CENTER AREA, AND DECLARING AN EMERGENCY, AS AMENDED.

WHEREAS, by and through Ordinance No. 1998-18, Council established fees to be charged persons or entities wishing to rent facilities at the Walter F. Ehrnfelt Recreation and Senior Center; and

WHEREAS, further, by and through Ordinance No. 2016-227, Council approved new rates for the rental of facilities at the Walter F. Ehrnfelt Recreation and Senior Center, as well as the City of Strongsville Old Town Hall; and

WHEREAS, since that time, the Strongsville Town Center area, which encompasses some 81 acres extending from Royalton Road and Pearl Road, north past Zverina Lane, has been significantly enhanced to include many new amenities such as various outdoor pavilions and an indoor venue, all as part of the Strongsville Town Center Enhancement & Walkability Initiative; and

WHEREAS, therefore, the City's Director of Recreation & Senior Services, recently has studied and reviewed the costs of operation of the Walter F. Ehrnfelt Recreation and Senior Center, the City of Strongsville Old Town Hall, and the new Strongsville Town Center area, and has developed a revised recommended schedule of rental rates to be charged to the users thereof in order to defray a reasonable portion of such costs of operation and rental; and

WHEREAS, this Council has reviewed the recommendations of the Director of Recreation & Senior Services and is desirous of implementing said new facility rental rates.

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

Section 1. That the rental rates established for rental of facilities at the Walter F. Ehrnfelt Recreation and Senior Center, the City of Strongsville Old Town Hall, and the facilities which are now part of the new Strongsville Town Center area, will be as set forth in Exhibit A attached hereto and incorporated herein as if fully rewritten. The Director of Recreation and Senior Services be and is hereby authorized to maintain rules and regulations for the rental of the aforementioned facilities.

Section 2. That the rental fees collection shall be paid into the Multi-Purpose Complex 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.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 150

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Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the aforesaid rental fees are necessary in order to pay for a reasonable portion of the costs of the operation of those City facilities, 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: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2024-150 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

**EHRNFELT RECREATION CENTER, SENIOR CENTER AND TOWN CENTER
FACILITY RENTAL RATES
PER HOUR**

ROOM	Member	Non Member	Strongsville Businesses	NON-PROFIT
Event Center - Whole - 12 HOUR BLOCK*	\$1,800	\$2,400	\$1,800	\$1,800
Event Center - Half - 12 HOUR BLOCK*	\$900	\$1,200	\$900	\$900
Whole Event Center	\$200	\$300	\$200	\$200
Half Event Center	\$100	\$150	\$100	\$100
Kitchen	\$200	\$300	\$200	\$200
Concession Stand (Flat Rate)	\$100	\$200	\$100	\$100
Concession Area	\$65	\$95	\$65	\$65
Avenue: Entire space	\$200	\$300	\$200	\$200
Conference Room	\$65	\$95	\$65	\$65
Meeting Room	\$65	\$95	\$65	\$65
Senior Activity Studio	\$65	\$95	\$65	\$65
Senior Art Studio	\$65	\$95	\$65	\$65
Senior Meeting Room	\$65	\$95	\$65	\$65
Senior Craft Room	\$65	\$95	\$65	\$65
Senior Great Room	\$200	\$300	\$200	\$200
*AFTER HOUR FEE (rooms above + hourly rental fee)		\$150		
Amenity	Resident	Non Resident	Strongsville Businesses	NON-PROFIT
Avenue: Table Rental Flat Rate	\$100/flat	\$200/flat	\$100/flat	\$100/flat
Old Town Hall (per floor)	\$75	\$125	\$75	\$75
Old Town Hall Kitchen (Flat Rate)	\$65	\$95	\$65	\$65
Brunswick Auto Mart/Medina Auto Mall Place				
Winter 11/1 - 4/30 - 6 HOUR BLOCK	\$500	\$750	\$500	\$500
Summer 5/1 - 10/31 - 6 HOUR BLOCK	\$1,000	\$1,500	\$1,000	\$1,000
Winter 11/1 - 4/30	\$95	\$195	\$95	\$95
Summer 5/1 - 10/31	\$195	\$295	\$195	\$195
**Outdoor woodburning fireplace and cement area in front	\$150/flat			
PAVILION FLAT RATES:				
Brunswick Auto Mart/Medina Auto Mall Pavilion				
Winter Rates 11/1 - 4/30	\$150/flat	\$300/flat	\$150/flat	\$150/flat
Summer Rates 5/1 - 10/31	\$350/flat	\$500/flat	\$350/flat	\$350/flat
**Outdoor woodburning fireplace and cement area in front	\$150/flat			
Town Center Octagonal Pavilion				
Winter Rates 11/1 - 4/30	\$100/flat	\$250/flat	\$100/flat	\$100/flat
Summer Rates 5/1 - 10/31	\$250/flat	\$400/flat	\$250/flat	\$250/flat
Other Park Pavilions	\$80/flat	\$160/flat	\$80/flat	\$80/flat
Facility Use Charges (discounted admission rates with room rental)	\$6 (ages 15-17) \$4 (ages 7-14) \$2 (ages 4-6) \$0 (ages 0-3)			

ALL FEES HOURLY UNLESS OTHERWISE NOTED

***AFTER HOUR FEE does not apply to 12 hour block of event center rental**

****Outdoor Fireplace Area Only Available with rental of Brunswick Auto Mart Place and Pavilion**

NON-PROFIT Classification: Any non-profit tax exempt corporations community/civic organizations, churches, fraternal bodies, private schools, hospitals, college/education units or government organizations/agencies must submit a 990 number or a tax exempt certificate to receive Non-Profit Classification rates.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 150

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING NEW RATES FOR THE RENTAL OF FACILITIES AT THE WALTER F. EHRSFELT RECREATION AND SENIOR CENTER, THE CITY OF STRONGSVILLE OLD TOWN HALL, AND THE NEW STRONGSVILLE TOWN CENTER AREA, AND DECLARING AN EMERGENCY.

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WHEREAS, further, by and through Ordinance No. 2016-227, Council approved new rates for the rental of facilities at the Walter F. Ehrnfelt Recreation and Senior Center, as well as the City of Strongsville Old Town Hall; and

WHEREAS, since that time, the Strongsville Town Center area, which encompasses some 81 acres extending from Royalton Road and Pearl Road, north past Zverina Lane, has been significantly enhanced to include many new amenities such as various outdoor pavilions and an indoor venue, all as part of the Strongsville Town Center Enhancement & Walkability Initiative; and

WHEREAS, therefore, the City's Director of Recreation & Senior Services, recently has studied and reviewed the costs of operation of the Walter F. Ehrnfelt Recreation and Senior Center, the City of Strongsville Old Town Hall, and the new Strongsville Town Center area, and has developed a revised recommended schedule of rental rates to be charged to the users thereof in order to defray a reasonable portion of such costs of operation and rental; and

WHEREAS, this Council has reviewed the recommendations of the Director of Recreation & Senior Services and is desirous of implementing said new facility rental rates.

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

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Section 2. That the rental fees collection shall be paid into the Multi-Purpose Complex 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.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 150

Page 2

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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. 2024-150 Amended: _____
1st Rdg. 10-07-24 Ref: R+CS
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

**EHRNFELT RECREATION CENTER, SENIOR CENTER AND TOWN CENTER
FACILITY RENTAL RATES
PER HOUR**

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Old Town Hall (per floor)	\$75	\$125	\$65	\$75
Old Town Hall Kitchen (Flat Rate)	\$65	\$95	\$55	\$65
Brunswick Auto Mart/Medina Auto Mall Place				
Winter 11/1 - 4/30 - 6 HOUR BLOCK	\$500	\$750	\$425	\$500
Summer 5/1 - 10/31 - 6 HOUR BLOCK	\$1,000	\$1,500	\$850	\$1,000
Winter 11/1 - 4/30	\$95	\$195	\$80	\$95
Summer 5/1 - 10/31	\$195	\$295	\$165	\$195
**Outdoor woodburning fireplace and cement area in front	\$150/flat			
PAVILION FLAT RATES:				
Brunswick Auto Mart/Medina Auto Mall Pavilion				
Winter Rates 11/1 - 4/30	\$150/flat	\$300/flat	\$125/flat	\$150/flat
Summer Rates 5/1 - 10/31	\$350/flat	\$500/flat	\$300/flat	\$350/flat
**Outdoor woodburning fireplace and cement area in front	\$150/flat			
Town Center Octagonal Pavilion				
Winter Rates 11/1 - 4/30	\$100/flat	\$250/flat	\$85/flat	\$100/flat
Summer Rates 5/1 - 10/31	\$250/flat	\$400/flat	\$200/flat	\$250/flat
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Facility Use Charges (discounted admission rates with room rental)	\$6 (ages 15-17) \$4 (ages 7-14) \$2 (ages 4-6) \$0 (ages 0-3)			

ALL FEES HOURLY UNLESS OTHERWISE NOTED

***AFTER HOUR FEE does not apply to 12 hour block of event center rental**

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NON-PROFIT Classification: Any non-profit tax exempt corporations community/civic organizations, churches, fraternal bodies, private schools, hospitals, college/education units or government organizations/agencies must supply a 501 (c) (3) number or a tax exempt certificate to receive Non-Profit Classification rates.

EX.A

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.

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2024-164 Amended: _____
1st Rdg. 10-21-24 Ref: Finance
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

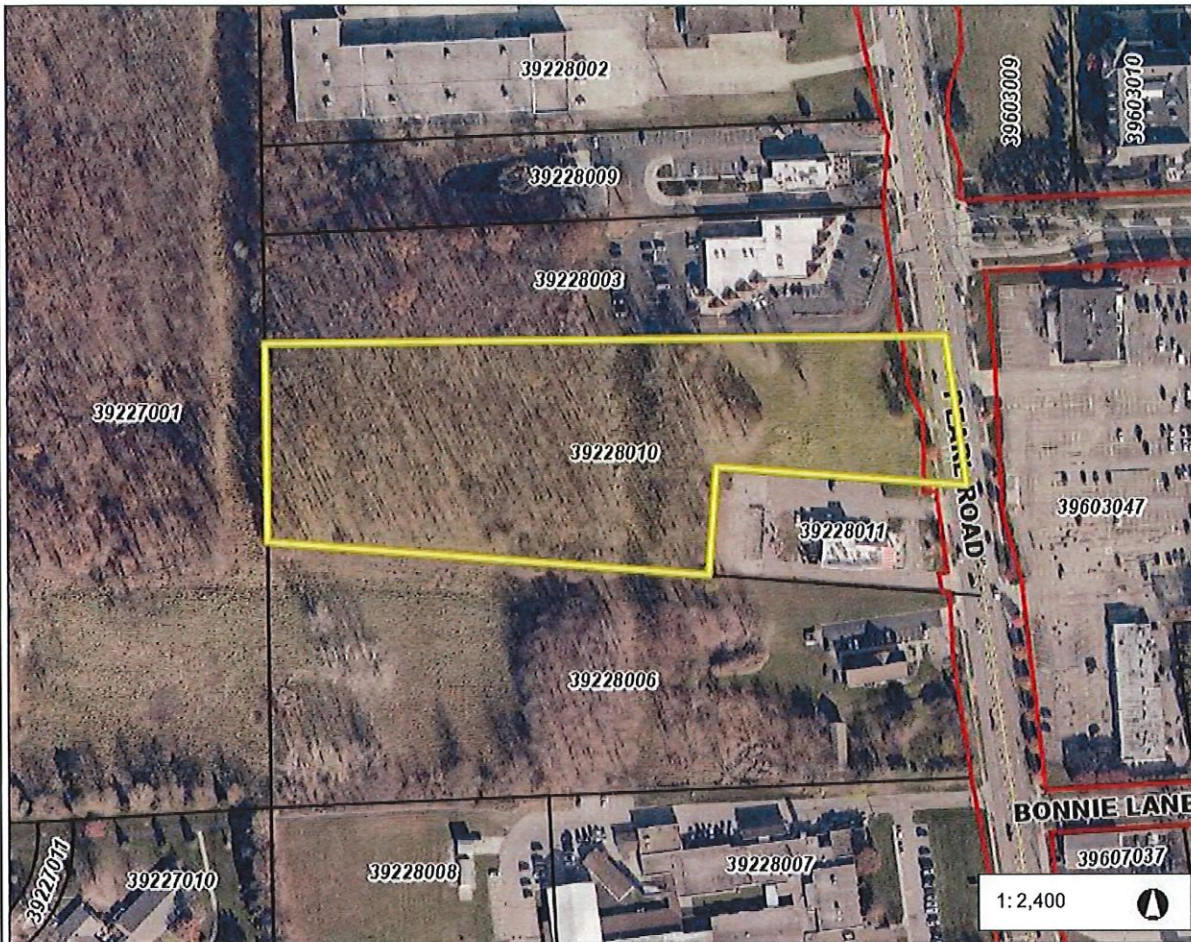
EXHIBIT A
THE PROPERTY

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



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

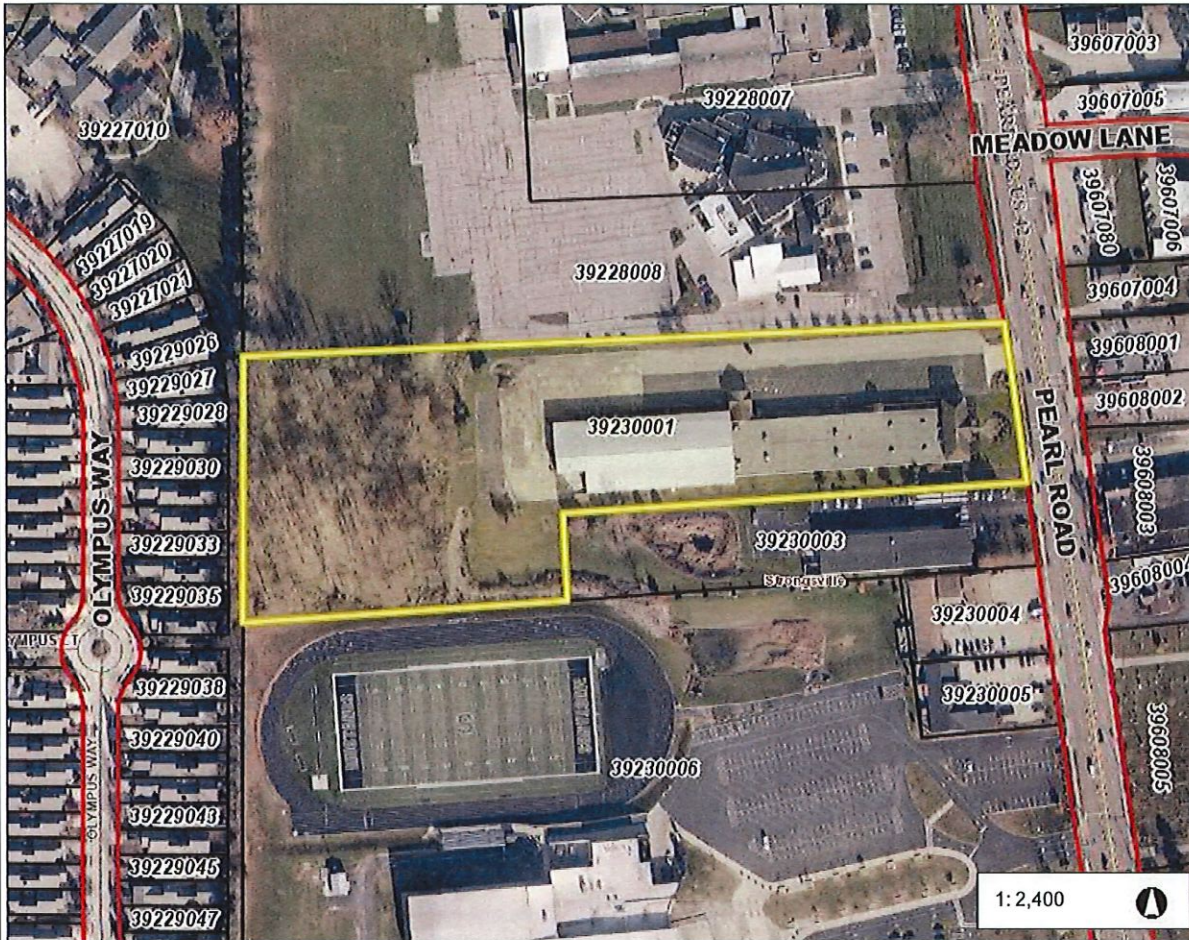
- ☐ Municipalities
- ☒ Right Of Way
- ☐ Platted Centerline
- ☐ Parcel
- ☐ Private Road

The Learning
Experience
PPN 392-28-010

Cuyahoga County
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP



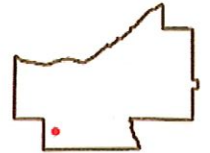
Cuyahoga County GIS Viewer



400 0 200 400 Feet

Projection:
WGS_1984_Web_Mercator_Auxiliary_Sphere

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Date Created: 9/16/2024

Legend

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

Valley Storage
PPN 392-30-001

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



Dunkin'
PPN 395-06-009

1: 1,200



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

THIS MAP IS NOT TO BE USED FOR NAVIGATION

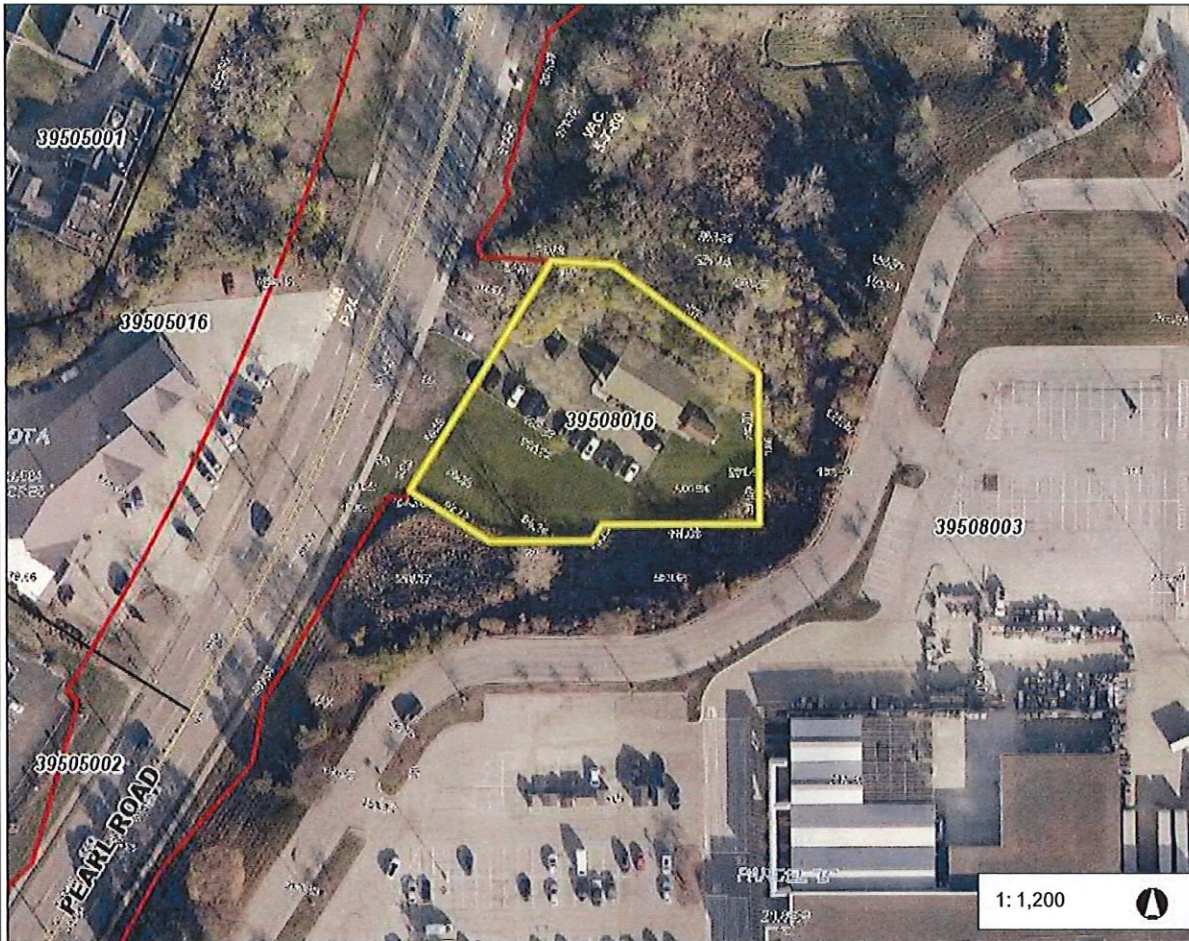
— Cuyahoga County —
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP



— 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

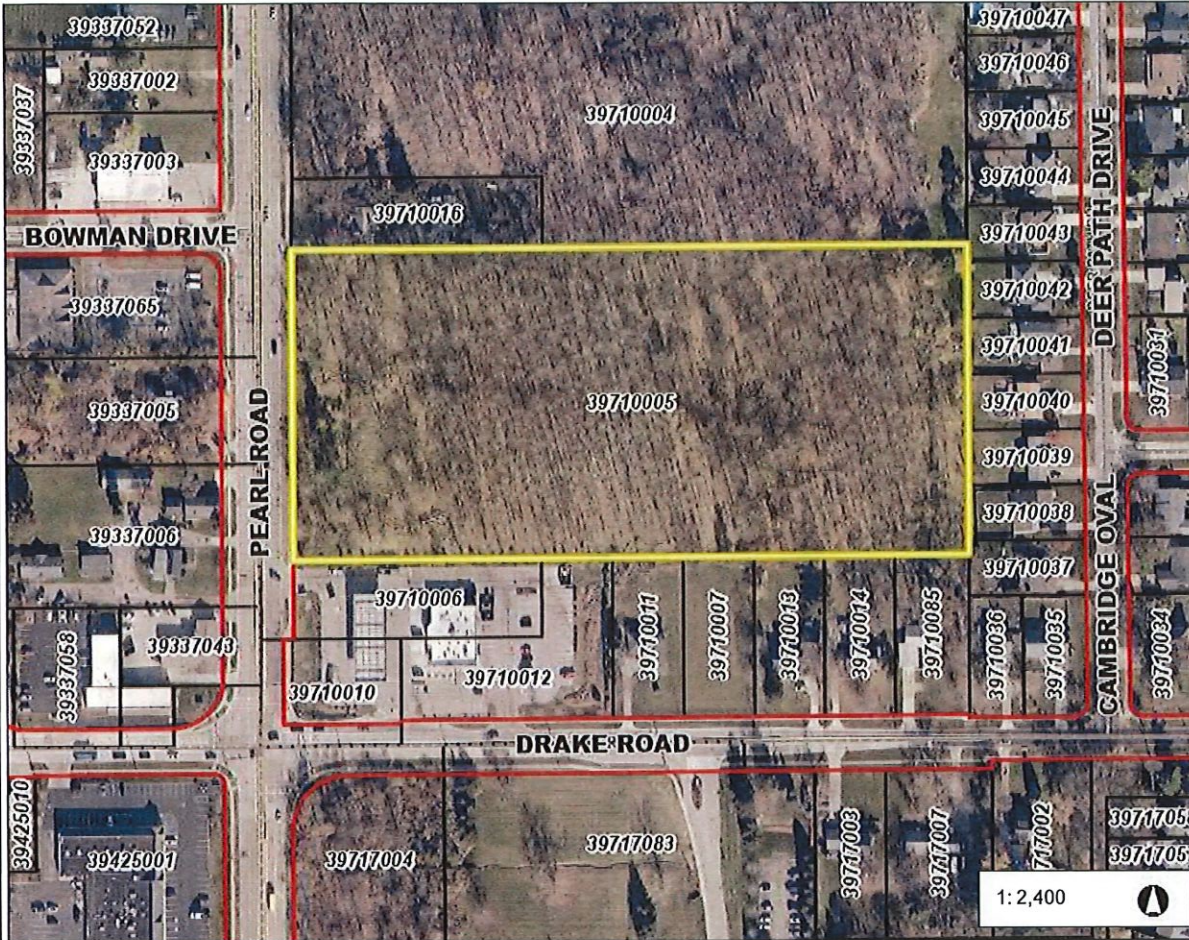
- ☐ Municipalities
- ☒ Right Of Way
- ☐ Platted Centerline
- ☐ Parcel
- ☐ Private Road

Ta-Check
Financial
PPN 395-08-016

Cuyahoga County
Enterprise GIS
PUTTING CUYAHOGA COUNTY ON THE MAP



Cuyahoga County GIS Viewer



1:2,400



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

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. 10-21-24 Ref: Finance
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

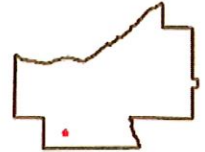
EXHIBIT A
THE PROPERTY

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

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THIS MAP IS NOT TO BE USED FOR NAVIGATION

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 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

RESOLUTION NO. 2024 – 167

By: Mayor Perciak and All Members of Council

**A RESOLUTION ACCEPTING A DONATION OF MONEY
FROM TERRY AND KATHY TOTH, TO BE USED IN
CONNECTION WITH THE STRONGSVILLE TOWN CENTER
ENHANCEMENT & WALKABILITY INITIATIVE.**

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

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

WHEREAS, through the efforts of all those involved with the Project, the enhancement of the Strongsville Town Center has now become a reality for the City of Strongsville; and

WHEREAS, Terry and Kathy Toth, are long-time residents of the City of Strongsville; and

WHEREAS, Terry Toth is a member and former President of the Strongsville City Club, and is currently serving on the City's Planning Commission; and

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

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

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

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

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

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. 2024 – 167
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Res Ord. No. 2024-167 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 168

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE DISPOSAL OF CERTAIN ITEMS UTILIZED BY THE FIRE DEPARTMENT, AND WHICH ARE BEYOND THEIR SERVICE LIFE AND/OR OBSOLETE, AND NO LONGER NEEDED NOR SAFE FOR ANY MUNICIPAL PURPOSE.

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

Section 1. That this Council finds that the City of Strongsville Fire Department has six (6) self-contained breathing apparatus (SCBA) cylinders, which are beyond their useful service life, obsolete and/or in poor condition and unsafe for further use, and which are surplus, have no monetary value and are no longer needed for any municipal purpose; and further finds that it would be in the best interest of the City to dispose of such Fire Department equipment.

Section 2. That, pursuant to Article IV, §3(e) of the City Charter, the Director of Finance with the assistance of the Fire Chief, be and are hereby authorized to dispose of the aforementioned Fire Department equipment, which are further identified on the attached Exhibit A and to perform all acts required in furtherance thereof.

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

Section 4. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

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. 2024-168 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Exhibit A: below are six self-contained breathing apparatus cylinders that have reached with end of service life.

OK 360931	SFD7-09#2
OK 360971	SFD7-09#1
OK 360906	SFD7-09#3
OK 360890	SFD7-09#4
OK 360936	SFD7-09#5
OK 360867	SFD7-09#6

EXHIBIT A

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2024 - 169
BY: MAYOR THOMAS P. PERCIAK

AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF
THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2025

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

Section 1: THAT THERE BE APPROPRIATED FROM THE FOLLOWING FUNDS AND AS FURTHER DETAILED IN
THE SCHEDULE ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN:

<u>General Fund - 101</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
101	Total General Fund	\$ 18,460,934.00	\$ 10,948,578.00	\$ 20,981,289.00	\$ 50,390,801.00
<u>Special Revenue Funds - 200</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,780,000.00	\$ -	\$ -	\$ 1,780,000.00
204	Street Construction & Maintenance	5,768,820.00	8,543,250.00	-	14,312,070.00
205	State Highway Maintenance	-	300,000.00	-	300,000.00
206	Motor Vehicle License Tax	-	400,000.00	-	400,000.00
207	Emergency Vehicle Fund	-	2,407,862.00	-	2,407,862.00
208	Fire Levy	9,663,800.00	1,091,000.00	-	10,754,800.00
209	Fire Pension	1,800,000.00	-	-	1,800,000.00
210	Southwest Emergency Dispatch Fund	3,667,783.00	258,600.00	-	3,926,383.00
211	Clerk of Court	-	34,000.00	-	34,000.00
212	Drainage Levy	1,523,000.00	-	-	1,523,000.00
213	Local Fiscal Recovery	-	-	-	-
214	Multi-Purpose Complex	3,825,310.00	2,370,440.00	-	6,195,750.00
215	Southwest General Hospital	-	375,000.00	-	375,000.00
216	Law Enforcement Federal Seizures	-	150,000.00	-	150,000.00
217	Law Enforcement State Seizures	-	5,000.00	-	5,000.00
218	Law Enforcement Drug Fine	-	20,000.00	-	20,000.00
219	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
220	Tree Fund	-	207,750.00	-	207,750.00
222	Community Diversion	-	3,000.00	-	3,000.00
223	Bond Escrow	-	733,500.00	-	733,500.00
224	Earned Benefits	355,000.00	-	-	355,000.00
225	One Ohio Settlement Fund	-	50,000.00	-	50,000.00
200	Total Special Revenue Funds	\$ 28,383,713.00	\$ 16,959,402.00	\$ -	\$ 45,343,115.00
<u>Debt Service Funds - 300</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ -	\$ 4,527,852.00	\$ -	\$ 4,527,852.00
333	Pearl Road TIF # 1	-	581,288.00	-	581,288.00
334	Royalton Road TIF	-	186,000.00	-	186,000.00
335	Pearl Road TIF # 2	-	83,000.00	-	83,000.00
336	Pearl Road TIF # 3	-	42,000.00	-	42,000.00
337	Westwood Commons TIF	-	35,000.00	-	35,000.00
338	Giant Eagle TIF	-	125,000.00	-	125,000.00
339	GETGO TIF	-	36,000.00	-	36,000.00
340	Clover Senior TIF	-	162,000.00	-	162,000.00
341	Pearl Road TIF # 4	-	260,000.00	-	260,000.00
342	Cane's/Chase TIF	-	22,000.00	-	22,000.00
343	Brighton Best TIF	-	3,700.00	-	3,700.00
344	Pearl North TIF	-	46,000.00	-	46,000.00
346	Camden Woods TIF	-	9,500.00	-	9,500.00
300	Total Debt Service Funds	\$ -	\$ 6,119,340.00	\$ -	\$ 6,119,340.00

Capital Improvement Capital Project Funds - 400

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ 3,000,000.00	\$ -	\$ 3,000,000.00
442	General Capital Improvement	-	14,090,000.00	-	14,090,000.00
447	TIF Capital Improvements	-	318,485.00	-	318,485.00
448	Town Center Improvement Fund	-	-	-	-
400	Total Capital Project Funds	\$ -	\$ 17,408,485.00	\$ -	\$ 17,408,485.00

Enterprise Funds - 500

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 1,952,450.00	\$ 36,611,600.00	\$ -	\$ 38,564,050.00

Internal Service Fund - 600

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
661	Health Insurance Reserve	\$ 7,662,500.00	\$ -	\$ -	\$ 7,662,500.00
664	Worker's Compensation Reserve	540,000.00	-	-	540,000.00
600	Total Internal Service Funds	\$ 8,202,500.00	\$ -	\$ -	\$ 8,202,500.00
Grand Total All Funds		\$ 56,999,597.00	\$ 88,047,405.00	\$ 20,981,289.00	\$ 166,028,291.00

Itemized list of Transfers and Advances by Fund

Description	Amount
General Fund to Police Pension Fund	1,250,000.00
General Fund to Street Construction Fund	4,000,000.00
General Fund to Fire Vehicle Fund	1,000,000.00
General Fund to Fire Levy Fund	5,000,000.00
General Fund to Fire Pension Fund	1,200,000.00
General Fund to Southwest Dispatch Fund	1,531,289.00
General Fund to Multi-Complex Fund	3,500,000.00
General Fund to Tree Fund	100,000.00
General Fund to Earned Benefits Fund	400,000.00
General Fund to Recreation Capital Improvement Fund	500,000.00
General Fund to General Capital Improvement Fund	2,500,000.00
Total Transfers	\$ 20,981,289.00
Camden Woods TIF fund to General Fund	9,500.00
Total Advance and Advance Repayments	\$ 9,500.00
Total Transfers, Advances and Advance Repayments	\$ 20,990,789.00

Section 2: That all expenditures within the fiscal year ending December 31, 2024 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided.

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: AS AN ORDINANCE providing for the appropriation of monies and consistent with the City's Charter Article III, Section 13, this Ordinance shall take effect immediately upon its passage and approval by the Mayor, or otherwise at the earliest time allowed by law.

Approved:

President of Council

Mayor

Date Passed

Date Approved

Attest:

Clerk of Council

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

ORD. No. 2024-169 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

EXHIBIT "A"
SCHEDULE OF BUDGETS BY DEPARTMENT - page 1 of 2

Dept #	Department	Personal Services	Other	Transfers & Advances	Total
011410	Council	\$ 414,895.00	\$ 43,600.00	\$ -	\$ 458,495.00
011411	Mayors Office	334,420.00	16,800.00	-	351,220.00
015412	Police Department	11,923,753.00	2,300,000.00	-	14,223,753.00
011413	Human Resources	298,380.00	78,250.00	-	376,630.00
011414	Finance Department	500,575.00	17,500.00	-	518,075.00
011415	Legal Department	543,760.00	70,350.00	-	614,110.00
011416	Communication & Technology	902,011.00	926,300.00	-	1,828,311.00
011417	Building Department	1,138,514.00	236,600.00	-	1,375,114.00
011418	Mayors Court	170,530.00	261,000.00	-	431,530.00
011420	Rubbish Department	-	3,320,500.00	-	3,320,500.00
011421	Cemetery Department	150,350.00	400,678.00	-	551,028.00
011422	Architectural Board of Review	-	4,000.00	-	4,000.00
011423	Planning Commission	131,896.00	67,800.00	-	199,696.00
011424	Civil Service	-	40,200.00	-	40,200.00
011425	Board of Appeals	-	22,850.00	-	22,850.00
011428	Parks Department	139,070.00	543,500.00	-	682,570.00
011429	Public Safety	229,270.00	-	-	229,270.00
011430	General Miscellaneous	-	2,340,850.00	-	2,340,850.00
011435	Economic Development	219,780.00	92,000.00	-	311,780.00
015415	OPIOID Grant	50,830.00	15,000.00	-	65,830.00
015414	Corrections Officers	1,312,900.00	150,800.00	-	1,463,700.00
015413	Regional Dispatch Center	-	-	-	-
011468	Non Government Transfers	-	-	20,981,289.00	20,981,289.00
	Total General Fund	\$ 18,460,934.00	\$ 10,948,578.00	\$ 20,981,289.00	\$ 50,390,801.00
031000	Police Pension	1,780,000.00	-	-	1,780,000.00
046419	Street Repairs	4,806,900.00	5,715,000.00	-	10,521,900.00
046426	Traffic Signal Maintenance	143,120.00	462,250.00	-	605,370.00
046427	Snow Removal	-	1,370,000.00	-	1,370,000.00
046433	Municipal Garage	818,800.00	996,000.00	-	1,814,800.00
056000	State Highway Maintenance	-	300,000.00	-	300,000.00
066000	Motor Vehicle License Tax	-	400,000.00	-	400,000.00
075000	Emergency Vehicle Fund	-	2,407,862.00	-	2,407,862.00
085000	Fire Levy	9,663,800.00	760,800.00	-	10,424,600.00
085001	Fire Station Ward 1	-	132,200.00	-	132,200.00
085002	Fire Station Ward 2	-	34,500.00	-	34,500.00
085003	Fire Station Ward 3	-	35,000.00	-	35,000.00
085004	Fire Station Ward 4	-	128,500.00	-	128,500.00
095000	Fire Pension	1,800,000.00	-	-	1,800,000.00
103301	Southwest Dispatch	3,667,783.00	258,600.00	-	3,926,383.00
111000	Clerk of Court	-	34,000.00	-	34,000.00
121000	Drainage Levy	1,523,000.00	-	-	1,523,000.00
131000	Local Fiscal Recovery	-	-	-	-
143304	Sports Programs	322,750.00	345,700.00	-	668,450.00
143305	Recreation Administration	577,000.00	701,500.00	-	1,278,500.00
143306	Fitness	451,200.00	150,700.00	-	601,900.00
143309	Towncenter Park	317,010.00	126,700.00	-	443,710.00
143310	Aquatics	758,550.00	153,600.00	-	912,150.00
143311	Recreation Programs	134,000.00	103,500.00	-	237,500.00
143430	Special Events	-	31,190.00	-	31,190.00
143431	Old Town Hall	8,900.00	23,600.00	-	32,500.00
143439	Senior Services	673,700.00	453,450.00	-	1,127,150.00
143451	Recreation Maintenance	582,200.00	251,500.00	-	833,700.00
143500	Program Refunds	-	29,000.00	-	29,000.00
152000	Southwest General Hospital	-	375,000.00	-	375,000.00
165000	Law Enforcement Federal Seizures	-	150,000.00	-	150,000.00
175000	Law Enforcement State Seizures	-	5,000.00	-	5,000.00
185000	Law Enforcement Drug Fine	-	20,000.00	-	20,000.00
195000	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
204000	Tree Maintenance	-	207,750.00	-	207,750.00
225000	Community Diversion	-	3,000.00	-	3,000.00
223100	Bond Escrow	-	733,500.00	-	733,500.00
224000	Earned Benefits	355,000.00	-	-	355,000.00
250000	One Ohio Settlement Fund	-	50,000.00	-	50,000.00
	Total Special Revenue Funds	\$ 28,383,713.00	\$ 16,959,402.00	\$ -	\$ 45,343,115.00

EXHIBIT "A"
SCHEDULE OF BUDGETS BY DEPARTMENT - page 2 of 2

Dept #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	-	4,527,852.00	-	4,527,852.00
333000	Pearl Road TIF # 1	-	581,288.00	-	581,288.00
334000	Royalton Road TIF	-	186,000.00	-	186,000.00
335000	Pearl Road TIF # 2	-	83,000.00	-	83,000.00
336000	Pearl Road TIF # 3	-	42,000.00	-	42,000.00
337000	Westwood Commons TIF	-	35,000.00	-	35,000.00
338000	Giant Eagle TIF	-	125,000.00	-	125,000.00
339000	GETGO TIF	-	36,000.00	-	36,000.00
340000	Clover Senior TIF	-	162,000.00	-	162,000.00
341000	Pearl Road TIF # 4	-	260,000.00	-	260,000.00
342000	Cane's/Chase TIF	-	22,000.00	-	22,000.00
343000	Brighton Best TIF	-	3,700.00	-	3,700.00
344000	Pearl North TIF	-	46,000.00	-	46,000.00
346000	Camden Woods TIF	-	9,500.00	-	9,500.00
Total Debt Service		\$ -	\$ 6,119,340.00	\$ -	\$ 6,119,340.00
413000	Recreation Capital Improvement	-	3,000,000.00	-	3,000,000.00
421000	General Capital Improvement	-	14,090,000.00	-	14,090,000.00
447100	Pearl & Whitney TIF	-	52,000.00	-	52,000.00
447102	Prospect & Albion TIF	-	21,000.00	-	21,000.00
447103	Goodyear & 5/3 TIF	-	5,100.00	-	5,100.00
447104	42/82 TIF	-	112,400.00	-	112,400.00
447105	Dunkin Donuts TIF	-	10,550.00	-	10,550.00
447106	Pearl & Lunn TIF	-	21,350.00	-	21,350.00
447107	Brighton Best TIF	-	-	-	-
447108	BrewKettle TIF	-	33,000.00	-	33,000.00
447109	Progressive Quality TIF	-	31,150.00	-	31,150.00
447110	Infinium TIF	-	2,135.00	-	2,135.00
447111	Sprague Road TIF	-	17,900.00	-	17,900.00
447112	Freddy's TIF	-	6,400.00	-	6,400.00
447113	Arby's TIF	-	5,500.00	-	5,500.00
448108	Town Center Improvement Fund	-	-	-	-
Total Capital Projects		\$ -	\$ 17,408,485.00	\$ -	\$ 17,408,485.00
512501	Engineering and Administration	724,250.00	1,093,900.00	-	1,818,150.00
512502	Plant Expenditures	-	33,947,000.00	-	33,947,000.00
512503	Line Expenditures	1,228,200.00	529,500.00	-	1,757,700.00
512504	Sewer Capital Improvements	-	900,000.00	-	900,000.00
512505	Sewer Debt Payments	-	141,200.00	-	141,200.00
Total Sanitary Sewer		\$ 1,952,450.00	\$ 36,611,600.00	\$ -	\$ 38,564,050.00
661000	Health Insurance Reserve	-	7,662,500.00	-	7,662,500.00
664000	Workers Compensation Reserve	-	540,000.00	-	540,000.00
Total Internal Service		\$ -	\$ 8,202,500.00	\$ -	\$ 8,202,500.00
GRAND TOTAL		\$ 48,797,097.00	\$ 96,249,905.00	\$ 20,981,289.00	\$ 166,028,291.00

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 170

BY: Mayor Perciak and All Members of Council

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$2,365,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF REMODELING, RENOVATING, FURNISHING, EQUIPPING AND OTHERWISE IMPROVING THE CITY'S WALTER F. EHRSFELT RECREATION AND SENIOR CENTER AND EQUIPPING AND IMPROVING ITS SITE, AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Finance, as fiscal officer of the City, has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is 20 years and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is 240 months from their date of issuance;

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

Section 1. Authorized Principal Amount and Purpose of Anticipated Bonds. It is necessary to issue bonds of the City in an aggregate principal amount not to exceed \$2,365,000 (the Bonds) for the purpose of paying costs of remodeling, renovating, furnishing, equipping and otherwise improving the City's Walter F. Ehrnsfelt Recreation and Senior Center and equipping and improving its site, together with all necessary related improvements and appurtenances thereto.

Section 2. Estimated Bond Terms. The Bonds shall be dated approximately December 1, 2025, shall bear interest at the now estimated rate of 6% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 20 annual principal installments on December 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first interest payment on the Bonds is estimated to be June 1, 2026, and the first principal payment on the Bonds is estimated to be December 1, 2026.

Section 3. Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this Council determines that notes in an aggregate principal amount not to exceed \$2,365,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes and signed in accordance with Section 6 (the Certificate of Award). The Notes shall bear interest at a rate not to exceed 7% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity or at any date of earlier prepayment as provided for in Section 4 and until the principal amount is paid or payment is provided for. The aggregate principal amount of and rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

CITY OF STRONGSVILLE, OHIO

Ordinance No. 2024 – 170

Page 2

Section 4. Payment of Debt Charges; Paying Agent; Prepayment. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America, as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the designated corporate trust office of The Huntington National Bank or at the designated corporate trust office or other office of a bank or trust company designated by the Director of Finance in the Certificate of Award, after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (as defined in Section 6) (the Paying Agent).

If agreed to by the Original Purchaser, the Notes shall be prepayable without penalty or premium at the option of the City prior to maturity (the Prepayment Date) as provided in this Ordinance and the Certificate of Award. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the Prepayment Date. The City's right of prepayment shall be exercised by mailing a notice of prepayment, stating the Prepayment Date and the name and address of the Paying Agent, by certified or registered mail to the Original Purchaser and to the Paying Agent not less than seven days prior to the Prepayment Date. If money for prepayment is on deposit with the Paying Agent on the Prepayment Date following the giving of that notice, interest on the principal amount prepaid shall cease to accrue on the Prepayment Date. The Director of Finance may request the Original Purchaser to use its best efforts to arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment, surrender and cancellation.

Section 5. Execution of Notes; Book Entry System. The Notes shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, provided that no Note shall be issued in a denomination less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

"Book entry form" or "book entry system" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes deposited and maintained in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers

of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and deposited and maintained in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable to order form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. Award and Sale of the Notes.

(a) To the Original Purchaser. The Notes shall be sold at not less than par at private sale by the Director of Finance to the original purchaser designated by the Director of Finance in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this Ordinance and the Certificate of Award. The Director of Finance shall sign the Certificate of Award evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements, paying agent agreement, note purchase agreement, placement agent agreement, term sheet and other commitments, documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine

the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

(b) Application for Rating; Financing Costs. The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 7. Application of Note Proceeds. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. Provisions for Tax Levy. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

In each year, to the extent money from the municipal income tax is available for the payment of the debt charges on the Notes and Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the money so available and appropriated in compliance with the covenant hereinafter set forth. To the extent necessary, the debt charges on the Notes and Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio; and the City hereby covenants, subject and pursuant to such authority, including particularly Sections 133.05(B)(7) and 5705.51(A)(5) and (D) of the Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

Nothing in this Section in any way diminishes the pledge of the full faith and credit and property taxing power of the City to the prompt payment of the debt charges on the Notes and Bonds.

Section 10. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation of the Notes as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Section 11. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance and a copy of the signed Certificate of Award to the Cuyahoga County Fiscal Officer.

Section 12. Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and

credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13. Retention of Bond Counsel. In connection with the issuance of the Notes, the legal services of Squire Patton Boggs (US) LLP, as bond counsel, are retained pursuant to an engagement letter which has been delivered to the City by that firm. That engagement letter, and the execution thereof by the Mayor, the Director of Finance, the Director of Law, or any one of them, are hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 14. Retention of Municipal Advisor. In connection with the issuance of the Notes, the municipal advisory services of MAS Financial Advisory Services LLC, as municipal advisor, are retained pursuant to an engagement letter which has been delivered to the City by that firm. That engagement letter, and the execution thereof by the Mayor, the Director of Finance, the Director of Law, or any one of them, are hereby authorized, ratified and approved. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts.

Section 15. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 16. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 17. Declaration of Emergency; Effective Date. This Ordinance is hereby 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 issue and sell the Notes at the earliest possible date, which is necessary to make their proceeds available to enable the City to enter into contracts for the improvement and/or to repay advances made by the City for costs of the improvement which is needed to provide safe and enhanced recreational opportunities and community services for the City's residents and thereby better protect their health and safety; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

CITY OF STRONGSVILLE, OHIO
Ordinance No. 2024 – 170
Page 7

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2024-170 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

FISCAL OFFICER'S CERTIFICATE

TO THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO:

As fiscal officer of the City of Strongsville, Ohio, I certify in connection with your proposed issue of not to exceed \$2,365,000 of notes (the Notes), to be issued in anticipation of the issuance of bonds (the Bonds), for the purpose of paying costs of remodeling, renovating, furnishing, equipping and otherwise improving the City's Walter F. Ehrnfelt Recreation and Senior Center and equipping and improving its site, together with all necessary related improvements and appurtenances thereto (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is 20 years, being my estimate of the life or period of usefulness of the improvement; if and to the extent a portion of the proceeds of the Bonds may be determined to be allocated to a class or classes having a maximum maturity of less than 20 years but in excess of five years, then the maximum maturity of the Bonds would still be at least 20 years by reason of a sufficient portion of the proceeds of the Bonds allocated to a class or classes having a maximum maturity or an estimated period of usefulness in excess of 20 years. If notes in anticipation of the related Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the related Bonds.
3. The maximum maturity of the Notes is 240 months from their date of issuance.

Dated: November 4, 2024

Director of Finance
City of Strongsville, Ohio

October 28, 2024

VIA E-MAIL

Eric Dean
Director of Finance
City of Strongsville, Ohio
16099 Foltz Parkway
Strongsville, OH 44149

**Re: City of Strongsville, Ohio
Not to Exceed \$6,865,000 Various Purpose Notes, Series 2024**

Dear Eric:

We are pleased that the City of Strongsville, Ohio (the City), has requested Squire Patton Boggs (US) LLP (the Firm) to serve as the City's bond counsel in connection with the issuance of the above-captioned bond anticipation notes (the Notes) which are expected to be sold to Raymond James & Associates, Inc., or other identified underwriter (the Underwriter) pursuant to a negotiated sale process, with the City utilizing the services of MAS Financial Advisory Services LLC as its Municipal Advisor. It is expected that the closing of the Notes will occur on or before December 31, 2024.

The Firm's services will include those customarily provided by bond counsel in an issue such as the Notes, including the rendering of our legal opinion (the Opinion), provided that the proceedings for the issuance of the Notes have been completed to our satisfaction. The Opinion will address the legality, validity and binding effect of the Notes, the source of payment and security for the Notes, the excludability of interest on the Notes from gross income for federal income tax purposes, and certain other tax aspects of the Notes under federal law and under the laws of the State of Ohio. The Firm will address the Opinion to the Underwriter and will deliver it on the date that the City delivers the Notes to the Underwriter in exchange for their purchase price.

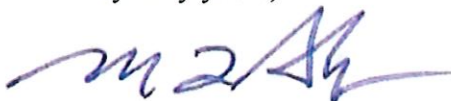
As the City's bond counsel, the Firm represents the City. The City is the Firm's client, and an attorney-client relationship will exist between the Firm and the City. We assume that all other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that, in this transaction, we represent only the City, that we are not counsel to any other party, and that we are not acting as an intermediary among the parties. Our representation of the City will not, however, affect our responsibility to render an objective Opinion.

The City's proposed issuance of the Notes will involve the Underwriter and other parties. The Firm conducts a national practice in the area of public finance that involves the representation of issuers, underwriters and other parties in the issuance of governmental debt Notes. In addition, the Firm conducts a national and international corporate law practice that includes the representation of financial institutions and other businesses in transactions, litigation and other matters. As a result of the extent and diversity of that practice, the Firm may currently represent or may have represented the Underwriter (including any affiliates thereof) or other parties involved in the issuance of the Notes in matters unrelated to the City or its issuance of the Notes. The Firm may also commence such representations during the time it is serving the City as bond counsel for the Notes. Considering the lack of relationship that such other matters have to the City or to its issuance of the Notes, the Firm does not expect any such other representations to conflict with its fulfillment of its professional Notes to the City as bond counsel for the Notes. We request that the City, by signing and returning a copy of this letter, acknowledge and consent to the Firm's serving the City as bond counsel for the issuance of the Notes though the Firm serves, may have served or may serve the Underwriter (including any affiliates thereof) or other parties to that issuance in other, unrelated matters.

The Firm appreciates the opportunity to represent the City in this transaction. Please signify that the City desires for the Firm to proceed with this engagement as described in this letter by signing a copy of this letter and returning it to the undersigned (scan/e-mail is sufficient). Please retain the original for the City's files.

Should you have any questions, please let me know.

Very truly yours,



Michael L. Sharb

CITY OF STRONGSVILLE, OHIO

By: _____

Title: _____

Date: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 171

BY: Mayor Perciak and All Members of Council

AN ORDINANCE PROVIDING FOR THE ISSUANCE AND SALE OF NOT TO EXCEED \$4,500,000 OF NOTES, IN ANTICIPATION OF THE ISSUANCE OF BONDS, FOR THE PURPOSE OF PAYING COSTS OF CONSTRUCTING, FURNISHING, EQUIPPING AND OTHERWISE IMPROVING RECREATIONAL FACILITIES AS THE CITY'S TOWN CENTER PROJECT, INCLUDING CONSTRUCTION OF A PAVILION, GAZEBO AND STORAGE BUILDINGS, A SPLASH PAD/WATER FEATURE, PLAYGROUNDS, TENNIS, PICKLEBALL, VOLLEYBALL AND BASKETBALL COURTS, MULTIPURPOSE WALKWAYS, RELATED STREET IMPROVEMENTS INCLUDING A ROUNDABOUT, AND EQUIPPING AND IMPROVING THE SITE THEREOF, AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Finance, as fiscal officer of the City, has certified to this Council that the estimated life or period of usefulness of the improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is 20 years and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is 240 months from their date of issuance;

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

Section 1. Authorized Principal Amount and Purpose of Anticipated Bonds. It is necessary to issue bonds of the City in an aggregate principal amount not to exceed \$4,500,000 (the Bonds) for the purpose of paying costs of constructing, furnishing, equipping and otherwise improving recreational facilities as the City's Town Center project, including construction of a pavilion, gazebo and storage buildings, a splash pad/water feature, playgrounds, tennis, pickleball, volleyball and basketball courts, multipurpose walkways, related street improvements including a roundabout, and equipping and improving the site thereof, together with all necessary related improvements and appurtenances thereto.

Section 2. Estimated Bond Terms. The Bonds shall be dated approximately December 1, 2025, shall bear interest at the now estimated rate of 6% per year, payable semiannually until the principal amount is paid, and are estimated to mature in 20 annual principal installments on December 1 of each year that are in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable are substantially equal. The first interest payment on the Bonds is estimated to be June 1, 2026, and the first principal payment on the Bonds is estimated to be December 1, 2026.

Section 3. Authorized Principal Amount of Notes; Dating; Interest Rate. It is necessary to issue and this Council determines that notes in an aggregate principal amount not to exceed \$4,500,000 (the Notes) shall be issued in anticipation of the issuance of the Bonds. The Notes shall be dated the date of issuance and shall mature one year from the date of issuance; provided that the Director of Finance may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is any date not later than one year from the date of issuance by setting forth that maturity date in the certificate awarding the Notes and signed in accordance with Section 6

CITY OF STRONGSVILLE, OHIO

Ordinance No. 2024 – 171

Page 2

(the Certificate of Award). The Notes shall bear interest at a rate not to exceed 7% per year (computed on the basis of a 360-day year consisting of 12 30-day months), payable at maturity or at any date of earlier prepayment as provided for in Section 4 and until the principal amount is paid or payment is provided for. The aggregate principal amount of and rate of interest on the Notes shall be determined by the Director of Finance in the Certificate of Award.

Section 4. Payment of Debt Charges; Paying Agent; Prepayment. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America, as determined by the Director of Finance in the Certificate of Award, and shall be payable, without deduction for services of the City's paying agent, at the designated corporate trust office of The Huntington National Bank or at the designated corporate trust office or other office of a bank or trust company designated by the Director of Finance in the Certificate of Award, after determining that the payment at that bank or trust company will not endanger the funds or securities of the City and that proper procedures and safeguards are available for that purpose, or at the office of the Director of Finance if agreed to by the Director of Finance and the Original Purchaser (as defined in Section 6) (the Paying Agent).

If agreed to by the Original Purchaser, the Notes shall be prepayable without penalty or premium at the option of the City prior to maturity (the Prepayment Date) as provided in this Ordinance and the Certificate of Award. Prepayment prior to maturity shall be made by deposit with the Paying Agent of the principal amount of the Notes together with interest accrued thereon to the Prepayment Date. The City's right of prepayment shall be exercised by mailing a notice of prepayment, stating the Prepayment Date and the name and address of the Paying Agent, by certified or registered mail to the Original Purchaser and to the Paying Agent not less than seven days prior to the Prepayment Date. If money for prepayment is on deposit with the Paying Agent on the Prepayment Date following the giving of that notice, interest on the principal amount prepaid shall cease to accrue on the Prepayment Date. The Director of Finance may request the Original Purchaser to use its best efforts to arrange for the delivery of the Notes at the designated office of the Paying Agent for prepayment, surrender and cancellation.

Section 5. Execution of Notes; Book Entry System. The Notes shall be signed by the Mayor and the Director of Finance, in the name of the City and in their official capacities, provided that one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the Original Purchaser and approved by the Director of Finance, provided that no Note shall be issued in a denomination less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the Director of Finance will serve as note registrar) and in book entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the Director of Finance that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the Director of Finance and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Ordinance. As used in this Section and this Ordinance:

"Book entry form" or "book entry system" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the City and payable only to a Depository or its nominee, with such Notes deposited and maintained in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the

City is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and deposited and maintained in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the Director of Finance may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable to order form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of City action or inaction, of those persons requesting such issuance.

The Director of Finance is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the City.

Section 6. Award and Sale of the Notes.

(a) To the Original Purchaser. The Notes shall be sold at not less than par at private sale by the Director of Finance to the original purchaser designated by the Director of Finance in the Certificate of Award (the Original Purchaser) in accordance with law and the provisions of this Ordinance and the Certificate of Award. The Director of Finance shall sign the Certificate of Award evidencing that sale to the Original Purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the Original Purchaser, to the Original Purchaser upon payment of the purchase price. The Mayor, the Director of Finance, the Director of Law, the Clerk of Council and

other City officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements, paying agent agreement, note purchase agreement, placement agent agreement, term sheet and other commitments, documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Ordinance. The Director of Finance is authorized, if it is determined to be in the best interest of the City, to combine the issue of Notes with one or more other note issues of the City into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

(b) Application for Rating; Financing Costs. The Director of Finance is authorized to request a rating for the Notes from one or more nationally-recognized rating agencies in connection with the sale and issuance of the Notes. The expenditure of the amounts necessary to secure those rating(s) and to pay the other financing costs (as defined in Section 133.01 of the Revised Code) in connection with the Notes is authorized and approved, and the Director of Finance is authorized to provide for the payment of any such amounts and costs from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available that are appropriated or shall be appropriated for that purpose.

Section 7. Application of Note Proceeds. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. Application and Pledge of Bond or Renewal Note Proceeds or Excess Funds. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. Provisions for Tax Levy. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

In each year, to the extent money from the municipal income tax is available for the payment of the debt charges on the Notes and Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the money so available and appropriated in compliance with the covenant hereinafter set forth. To the extent necessary, the debt charges on the Notes and Bonds shall be paid from municipal income taxes lawfully available therefor under the Constitution and laws of the State of Ohio; and the City hereby covenants, subject and pursuant to such authority, including particularly Sections 133.05(B)(7) and 5705.51(A)(5) and (D) of the Revised Code, to appropriate annually from such municipal income taxes such amount as is necessary to meet such annual debt charges.

CITY OF STRONGSVILLE, OHIO

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Nothing in this Section in any way diminishes the pledge of the full faith and credit and property taxing power of the City to the prompt payment of the debt charges on the Notes and Bonds.

Section 10. Federal Tax Considerations. The City covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds or arbitrage bonds under Sections 141 or 148 of the Internal Revenue Code of 1986, as amended (the Code), or (ii) be treated other than as bonds the interest on which is excluded from gross income under Section 103 of the Code, and (b) the interest on the Notes will not be an item of tax preference under Section 57 of the Code.

The City further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation (including specifically designation of the Notes as “qualified tax-exempt obligations” if such designation is applicable and desirable, and to make any related necessary representations and covenants), choice, consent, approval, or waiver on behalf of the City with respect to the Notes as the City is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the City, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Section 11. Certification and Delivery of Ordinance and Certificate of Award. The Clerk of Council is directed to deliver or cause to be delivered a certified copy of this Ordinance and a copy of the signed Certificate of Award to the Cuyahoga County Fiscal Officer.

CITY OF STRONGSVILLE, OHIO

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Section 12. Satisfaction of Conditions for Note Issuance. This Council determines that all acts and conditions necessary to be done or performed by the City or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the City have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the City are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13. Retention of Bond Counsel. In connection with the issuance of the Notes, the legal services of Squire Patton Boggs (US) LLP, as bond counsel, are retained pursuant to an engagement letter which has been delivered to the City by that firm. That engagement letter, and the execution thereof by the Mayor, the Director of Finance, the Director of Law, or any one of them, are hereby authorized, ratified and approved. In rendering those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county, municipality or other political subdivision, or of this City, or the execution of public trusts.

Section 14. Retention of Municipal Advisor. In connection with the issuance of the Notes, the municipal advisory services of MAS Financial Advisory Services LLC, as municipal advisor, are retained pursuant to an engagement letter which has been delivered to the City by that firm. That engagement letter, and the execution thereof by the Mayor, the Director of Finance, the Director of Law, or any one of them, are hereby authorized, ratified and approved. In rendering those municipal advisory services, as an independent contractor, that firm shall not exercise any administrative discretion on behalf of the City in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, the City or any other political subdivision, or the execution of public trusts.

Section 15. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 16. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 17. Declaration of Emergency; Effective Date. This Ordinance is hereby 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 issue and sell the Notes at the earliest possible date, which is necessary to make their proceeds available to enable the City to enter into contracts for the improvement and/or to repay advances made by the City for costs of the improvement which is needed to provide safe and enhanced recreational opportunities for the City's residents and thereby better protect their health and safety;

CITY OF STRONGSVILLE, OHIO
Ordinance No. 2024 – 171
Page 7

wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

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. 2024-171 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

FISCAL OFFICER'S CERTIFICATE

TO THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO:

As fiscal officer of the City of Strongsville, Ohio, I certify in connection with your proposed issue of not to exceed \$4,500,000 of notes (the Notes), to be issued in anticipation of the issuance of bonds (the Bonds), for the purpose of paying costs of constructing, furnishing, equipping and otherwise improving recreational facilities as the City's Town Center project, including construction of a pavilion, gazebo and storage buildings, a splash pad/water feature, playgrounds, tennis, pickleball, volleyball and basketball courts, multipurpose walkways, related street improvements including a roundabout, and equipping and improving the site thereof, together with all necessary related improvements and appurtenances thereto (the improvement), that:

1. The estimated life or period of usefulness of the improvement is at least five years.
2. The estimated maximum maturity of the Bonds, calculated in accordance with Section 133.20 of the Revised Code, is 20 years, being my estimate of the life or period of usefulness of the improvement; if and to the extent a portion of the proceeds of the Bonds may be determined to be allocated to a class or classes having a maximum maturity of less than 20 years but in excess of five years, then the maximum maturity of the Bonds would still be at least 20 years by reason of a sufficient portion of the proceeds of the Bonds allocated to a class or classes having a maximum maturity or an estimated period of usefulness in excess of 20 years. If notes in anticipation of the related Bonds are outstanding later than the last day of December of the fifth year following the year of issuance of the original issue of notes, the period in excess of those five years shall be deducted from that maximum maturity of the related Bonds.
3. The maximum maturity of the Notes is 240 months from their date of issuance.

Dated: November 4, 2024

Director of Finance
City of Strongsville, Ohio

October 28, 2024

VIA E-MAIL

Eric Dean
Director of Finance
City of Strongsville, Ohio
16099 Foltz Parkway
Strongsville, OH 44149

**Re: City of Strongsville, Ohio
Not to Exceed \$6,865,000 Various Purpose Notes, Series 2024**

Dear Eric:

We are pleased that the City of Strongsville, Ohio (the City), has requested Squire Patton Boggs (US) LLP (the Firm) to serve as the City's bond counsel in connection with the issuance of the above-captioned bond anticipation notes (the Notes) which are expected to be sold to Raymond James & Associates, Inc., or other identified underwriter (the Underwriter) pursuant to a negotiated sale process, with the City utilizing the services of MAS Financial Advisory Services LLC as its Municipal Advisor. It is expected that the closing of the Notes will occur on or before December 31, 2024.

The Firm's services will include those customarily provided by bond counsel in an issue such as the Notes, including the rendering of our legal opinion (the Opinion), provided that the proceedings for the issuance of the Notes have been completed to our satisfaction. The Opinion will address the legality, validity and binding effect of the Notes, the source of payment and security for the Notes, the excludability of interest on the Notes from gross income for federal income tax purposes, and certain other tax aspects of the Notes under federal law and under the laws of the State of Ohio. The Firm will address the Opinion to the Underwriter and will deliver it on the date that the City delivers the Notes to the Underwriter in exchange for their purchase price.

As the City's bond counsel, the Firm represents the City. The City is the Firm's client, and an attorney-client relationship will exist between the Firm and the City. We assume that all other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all other parties understand that, in this transaction, we represent only the City, that we are not counsel to any other party, and that we are not acting as an intermediary among the parties. Our representation of the City will not, however, affect our responsibility to render an objective Opinion.

The City's proposed issuance of the Notes will involve the Underwriter and other parties. The Firm conducts a national practice in the area of public finance that involves the representation of issuers, underwriters and other parties in the issuance of governmental debt Notes. In addition, the Firm conducts a national and international corporate law practice that includes the representation of financial institutions and other businesses in transactions, litigation and other matters. As a result of the extent and diversity of that practice, the Firm may currently represent or may have represented the Underwriter (including any affiliates thereof) or other parties involved in the issuance of the Notes in matters unrelated to the City or its issuance of the Notes. The Firm may also commence such representations during the time it is serving the City as bond counsel for the Notes. Considering the lack of relationship that such other matters have to the City or to its issuance of the Notes, the Firm does not expect any such other representations to conflict with its fulfillment of its professional Notes to the City as bond counsel for the Notes. We request that the City, by signing and returning a copy of this letter, acknowledge and consent to the Firm's serving the City as bond counsel for the issuance of the Notes though the Firm serves, may have served or may serve the Underwriter (including any affiliates thereof) or other parties to that issuance in other, unrelated matters.

The Firm appreciates the opportunity to represent the City in this transaction. Please signify that the City desires for the Firm to proceed with this engagement as described in this letter by signing a copy of this letter and returning it to the undersigned (scan/e-mail is sufficient). Please retain the original for the City's files.

Should you have any questions, please let me know.

Very truly yours,

A handwritten signature in blue ink, appearing to read "m2/sh", is written over a horizontal line.

Michael L. Sharb

CITY OF STRONGSVILLE, OHIO

By: _____

Title: _____

Date: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 172

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH INVERSION6 AND A MASTER SERVICES AGREEMENT WITH DARKTRACE HOLDINGS LIMITED ("DARKTRACE") TO PROVIDE HARDWARE, SOFTWARE AND SERVICES RELATED TO E-MAIL SECURITY SYSTEMS FOR USE BY THE DEPARTMENT OF COMMUNICATION & TECHNOLOGY OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, e-mail security is a constant concern for municipal corporations, as well as businesses in general, since online threats are constantly evolving; and

WHEREAS, in order to continue to efficiently and adequately protect the City's extensive e-mail system with the most up-to-date and secure technology available, and after thorough research, the City's Director of Communication & Technology has recommended that the traditional security protections currently in place should be enhanced with an e-mail security system available through Inversion6, a local distributor for Darktrace, which produces the technology industry's most advanced cloud e-mail security system; and

WHEREAS, this Council desires to proceed to enter into a contract with Inversion6 and a Master Services Agreement with Darktrace for the hardware, software applications and services provided by Inversion6, a local distributor for Darktrace, to be utilized by the Department of Communication & Technology of the City.

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 approves and authorizes the Mayor to enter into a contract with **INVERSION6, a local distributor for DARKTRACE**, in order to maintain security measures for the City's e-mail system through the Department of Communication & Technology operations for a four-year period until January 1, 2028, and in the total amount of \$76,484.48, all as more fully set forth collectively in the quote and Master Services Agreement attached hereto and incorporated herein collectively as Exhibit A.

Section 2. That the funds for the purposes of such Agreement have been appropriated 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, and for the further reason that it is immediately necessary to enter into the aforesaid Agreement in order to maintain critical security for the City's e-mail system, and to conserve

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 172

Page 2

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.

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. 2024-172 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



Inversion6 ("SELLER")
31390 Viking Parkway
Westlake OH 44145
216.535.4100 Phone
440.250.0792 Fax

To:
The City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149

"BUYER"

Date Issued: 10/23/2024
Payment Terms: NET 30

Attn:
David Sems

Prices Valid for 30 days
Quotation # 10142024
Account Executive: Mike DeLuca
Systems Engineer: John Nichols

SKU	DESCRIPTION	QTY	PRICE	PRICE
48 Months - 1/1/2025-12/31/2028				
DT-PL-PD-EM-OP-000300	Darktrace / EMAIL (On-PremisesExchange) - 251-300 Active Email users	1	\$ 76,484.48	\$ 76,484.48
DT-DP-PH-ME	Darktrace On-Prem Appliance(Medium)	1	\$ -	\$ -
DT-DP-PH-SM	Darktrace On-Prem Appliance(Small)	1	\$ -	\$ -
DT-TR-FR-EL	Darktrace Training (eLearning)	1	\$ -	\$ -
DT-TR-CS-PB	Darktrace Training (Public)	1	\$ -	\$ -

TOTALS

\$ 76,484.48

The City of Strongsville's order to Inversion6 is a 48-month commitment ("Subscription Period") and the End User License Agreement (EULA) will follow the terms of the Master Services Agreement between Dark Trace and The City of Strongsville. This subscription period and Agreement will not automatically renew. The annual invoice schedule is below

Invoice Schedule:	
Year 1 to be invoiced upon signature	\$ 19,121.12
Year 2 to be invoiced on or before 1/1/2026	\$ 19,121.12
Year 3 to be invoiced on or before 1/1/2027	\$ 19,121.12
Year 4 to be invoiced on or before 1/1/2028	\$ 19,121.12
Total Commitment	\$ 76,484.48

This quote does not include sales tax (where applicable).

This quote is valid for 30 days; if a prior product, service or supplier imposed price change occurs, Seller has the right to re-quote.
This quote and the information herein are confidential and may not be copied or disclosed in whole or part to people outside of your organization.

****The hardware and software prices, quoted above, do not include deployment or configuration of these devices. If you are interested in Inversion6's Professional Services Group deploying and configuring the items above, a meeting will be required for Seller to delivery a Statement of Work. This Statement of Work will detail the hours necessary to complete this project and its associated costs.**

Please fill in the information below.

By signing this quote, Buyer agrees and acknowledges that it has read and accepted both the specific terms of the offer and Seller's accompanying terms and conditions. Buyer further acknowledges that any sales order it places with Seller will be subject to Seller's terms and conditions herein.

Signature: _____ Date: _____
Thomas P. Perciak, Mayor
Title: _____
(Authorized Purchasing Agent)

By signing, I acknowledge that the terms and conditions appearing on the front and back of this quote correctly set forth the entire agreement between the parties and that this offer is expressly conditioned upon Buyer's acceptance of Seller's terms and conditions, which cannot be modified in any way by Buyer's documents. I certify that I am authorized to sign and accept this quote on behalf of Buyer.

****Inversion6 reserves the right to request a Purchase Order****

EX.A

Inversion6 (SELLER'S) Terms and Conditions:

- 1) **ENTIRE AGREEMENT:** These terms and conditions, the accompanying quote, and any order acknowledgement or invoice from Seller for any sale made (collectively, the "Contract") constitute the entire agreement between the BUYER and SELLER. It is intended as a complete and exclusive statement of the Contract and no course of dealings between the parties and no contrary industry usage may supplement, modify or explain any term or phrase used herein. BUYER understands SELLER's offer and performance is expressly conditioned on BUYER's acceptance of all SELLER's terms and conditions and SELLER's fulfillment of any order is not acceptance of any of BUYER's additional or conflicting terms. No provision in any document of BUYER shall in any way modify or add to the terms and conditions of this Contract unless SELLER specifically agrees to such modification or addition in a separately signed writing. This Contract supersedes any prior agreement, understanding, or negotiation, whether oral or written. These terms and conditions shall apply to any additional sales to BUYER. This is an integrated, complete agreement.
- 2) **PRICE, PAYMENT & ATTORNEYS' FEES:** Unless the Quote provides otherwise, price is F.O.B. supplier's or OEM's point of shipment. Payment terms are net 30 days from invoice date. If the entire payment is not timely made, interest on all unpaid amounts shall accrue at the lesser of 1.5% monthly or the maximum amount allowed by law. A \$35 service charge shall be assessed for dishonored or returned checks. SELLER can discontinue or refuse further services or product shipments, or terminate the Contract, without notice if payment is not timely made in full. If SELLER pursues legal action in commercial transactions to collect Contractual amounts owed, and if SELLER prevails, BUYER agrees to pay all SELLER's attorneys' fees and litigation costs, and other collection costs incurred by SELLER for the amounts owed. SELLER may require advance payment or guarantees for shipment whenever, in its opinion, BUYER's financial condition so warrants. ALL SALES ARE FINAL AND NON-CANCELLABLE. Buyer must pay all fees and outstanding charges for the remaining term of the Contract under any early termination.
- 3) **INSPECTION:** BUYER shall inspect the products and services at delivery and shall immediately notify SELLER in writing of any defects or discrepancies in them within 5 days after receipt. SELLER has no liability or responsibility for any defects or discrepancies and BUYER's sole recourse for them is against the OEM or supplier. Unless BUYER so notifies SELLER, it is conclusively presumed by BUYER and SELLER that the product(s) or services were delivered to specification, in good repair and operable, BUYER accepts them as delivered, and all corresponding invoices for them are undisputed.
- 4) **WARRANTIES DISCLAIMER:** Applicable, transferrable OEM warranties are given to BUYER by OEM on delivery and acceptance of the products and services. SELLER MAKES NO WARRANTIES OF ITS OWN, EXPRESS OR IMPLIED. **SELLER DISCLAIMS AND EXCLUDES ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND AGAINST INFRINGEMENT.** None of SELLER's employees, consultants or agents have authority to make any warranty of any kind and none of their statements or recommendations shall be construed as such. Nor may BUYER rely on such statements or recommendations. BUYER understands that any products, services, security systems, or processes suggested or sold by SELLER have vulnerabilities and cannot protect against improper or unauthorized use, hacks, unauthorized access, system attacks, or other intrusions.
- 5) **TAXES, TITLE AND RISK OF LOSS:** BUYER agrees to pay any sales or other taxes levied, assessed or required, or measured by such total purchase price, on the sale of the goods or services, or arising from their use, including without limitation, any additional sales, use, gross receipts, privilege, excise or personal property taxes unless specified. Title shall pass to the BUYER on the date and place of delivery of the product(s). BUYER shall assume all risk of loss F.O.B OEM's or supplier's place of shipment.
- 6) **ALTERATION, MODIFICATIONS AND ATTACHMENTS:** Any alterations, additions, improvements, or attachments (collectively, "Changes") to the product(s) or service(s) not authorized in writing by SELLER or OEM/supplier are prohibited and are made solely at BUYER'S expense and risk. Any such Changes void any applicable warranty and BUYER waives any right to such warranties as a result.
- 7) **OEM LICENSES:** BUYER expressly agrees to sign and understands it is subject to all manufacturer's/supplier's software and other licensing agreements, as a condition precedent to delivery.
- 8) **LIMITATION OF LIABILITY:** BUYER's sole and exclusive remedy and recourse for any breach, defect, non-conformity, infringement, damage, loss, liability or other claim, whether in tort, contract, equity or otherwise, (all a "Claim") related to or arising from the products or services sold hereunder or their use or delivery are against the OEM or original supplier alone, not SELLER; BUYER covenants not to sue SELLER for any such Claim. BUYER should consult the OEM's warranties, EULAs, and other agreements before making any purchase. In the event of non-delivery or any viable claim against SELLER, SELLER's sole and exclusive liability is limited to a refund of the purchase price actually paid, if any, to SELLER for the product or service in question. SELLER is not liable for any incidental, consequential, exemplary, special or other damages or losses, including lost profits, even if such are foreseeable or could be reasonably anticipated, or for any business, property, economic or personal injury, loss or death of any kind arising from the product(s) or services or their use or delivery and BUYER agrees to indemnify, defend and hold SELLER harmless from any such claims.
- 9) **APPLICABLE LAW:** This Contract shall be governed by the laws of the State of Ohio regardless of any conflicts of law. For any term defined by the Uniform Commercial Code ("Code") in this Contract, the definition contained in the Code as adopted by Ohio shall control. For all disputes arising out of or related to the Contract, BUYER submits to the exclusive jurisdiction and venue of the state and federal courts located in Cuyahoga County, Ohio, and waives any defenses thereto, including inconvenient forum.
- 10) **ORDERS WHICH INCLUDE SERVICES:** If BUYER orders any product(s) that include a consulting, maintenance, networking or other service component; or if BUYER orders other services (collectively "services"), then BUYER acknowledges that the terms and conditions for any services purchased from or through SELLER may be included in a separate agreement and those service terms and conditions are expressly subject to these Contract terms and conditions. SELLER assumes no responsibility or liability for and BUYER agrees its sole recourse shall be against the OEM or service provider, and not SELLER, for the services rendered and all claims related to the services. These terms shall prevail over any conflict with the service terms and conditions.
- 11) **SECURITY INTEREST IN GOODS:** The SELLER retains a purchase money security interest as defined in Article 9 of the Code in and to the product(s) being sold to BUYER hereunder. BUYER irrevocably appoints SELLER as BUYER'S attorney-in-fact, coupled with an interest, to execute, on BUYER'S behalf, any financing statements or other documents SELLER, in its discretion, feels are necessary to secure SELLER'S right in and to the product(s), including signing and filing of any such financing statements.

12) SEVERABILITY: If any provision in the Contract is invalid or unenforceable, that provision shall be construed, limited, modified, or if necessary severed, to eliminate its invalidity or unenforceability, and to ensure that the other provisions of this Contract shall remain unaffected.

DARKTRACE MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (TOGETHER WITH ALL APPLICABLE PRODUCT ORDER FORM(S), THE "**AGREEMENT**") GOVERNS YOUR ("**CUSTOMER**") ACCESS TO, AND USE OF, THE OFFERING (AS DEFINED BELOW) OR ANY PORTION THEREOF. BY SELECTING THE "ACCEPT" OPTION, DOWNLOADING, INSTALLING, OR OTHERWISE ACCESSING OR USING THE OFFERING, OR ENTERING INTO A PRODUCT ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THIS AGREEMENT, WHICH CONSTITUTES A BINDING CONTRACT BETWEEN CUSTOMER AND DARKTRACE HOLDINGS LIMITED ("**DARKTRACE**"). IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT THEN CUSTOMER WILL NOT BE AUTHORIZED TO DOWNLOAD, ACCESS OR USE THE OFFERING OR ANY PORTION THEREOF.

1. Definitions.

Certain capitalized terms used in this Agreement have the meanings attributed to them in Section 17.

2. Order Process.

Customer may procure the Offering directly from Darktrace or through a Partner pursuant to a Partner Arrangement. Any Offering procured through a Partner is subject to, and Darktrace's obligations and liabilities to Customer are governed by, this Agreement. Only the terms in a Product Order Form (and for the avoidance of doubt, specifically excluding any pre-printed terms on a Customer or Partner purchase order) that has been duly signed by Darktrace and Customer, or by Darktrace and a Partner on behalf of the Customer, will have any force or effect. Product Order Forms are non-cancellable.

3. Fees; Payment Terms; Taxes.

- 3.1. Fees and Payment. Customer will pay, as applicable: (i) the fees set forth in the applicable Product Order Form entered into by Customer and Darktrace to Darktrace; or (ii) the fees agreed upon by Customer and the applicable Partner in accordance with the applicable Partner Arrangement to such Partner (as applicable, the "**Fees**"). Where Customer is required to pay Fees to Darktrace, then unless otherwise expressly set forth on the Product Order Form: (a) Fees will be invoiced on an annual basis, at the beginning of each year of the applicable Subscription Period (where a "year" commences on the Commencement Date and each anniversary thereof); (b) Customer will pay the Fees within 30 days after receipt of the applicable invoice by email; and (c) Darktrace reserves the right to increase the Fees payable by the Customer: (i) on 30 days' prior written notice in the sole event that the Cloud Provider increases the charges or fees payable by Darktrace to such Cloud Provider for services necessary for or related to the applicable Offering, provided that any such increase shall be proportionate to the increase charged by the Cloud Provider; (ii) once per year on not less than 60 days' prior written notice, with any such adjustment taking affect from the next anniversary of the Commencement Date; or (iii) if there is any change to the Customer's network or infrastructure after the Product Order Form is executed, and such change results in a cost to Darktrace, in which case Darktrace shall be entitled to charge such cost to the Customer. Except as otherwise expressly provided in this Agreement, as between Darktrace and Customer, all Fees are non-refundable and non-cancellable.
- 3.2. Taxes; Late Payment. As between Darktrace and Customer: (i) Fees are exclusive of any applicable taxes, however designated; (ii) Customer will pay all such taxes levied or imposed by reason of Customer's purchase of the Offering and the transactions hereunder; and (iii)

DARKTRACE

Darktrace may impose late charges on overdue payments at a rate equal to 1.5% per month or, if lower, the highest rate permitted by applicable law.

- 3.3. Withholding Taxes. Should Customer be required under any Applicable Law to withhold or deduct any portion of the payments due to Darktrace, then Customer will increase the sum payable to Darktrace by the amount necessary to yield to Darktrace an amount equal to the sum Darktrace would have received had no withholdings or deductions been made.

4. Offering.

- 4.1. Evaluation Offering. Darktrace may allow Customer to use the Offering or any part thereof (including parts or features offered for preview or beta testing purposes), on a free-of-charge basis ("Evaluation Offering"). This Agreement also applies to access and use of the Evaluation Offering, except as follows: (i) the duration of the evaluation is 4 weeks unless otherwise specified by Darktrace in writing ("Evaluation Period") at the end of which period the Customer's right to access and use the Evaluation Offering will automatically terminate; (ii) the Evaluation Offering is provided "AS-IS" without warranty of any kind, and Darktrace disclaims all warranties, support obligations, and other liabilities and obligations for the Evaluation Offering; and (iii) Customer may use the Evaluation Offering only for evaluation purposes and will not use the Evaluation Offering in a product testing environment.
- 4.2. Access and Use. Subject to the terms and conditions of this Agreement (including Darktrace's receipt of applicable Fees), Darktrace grants Customer a non-exclusive, non-transferable (except as expressly provided in Section 16.2), non-sublicensable license to access and use the Offering for Customer's and Customer Affiliates' internal business purposes in accordance with this Agreement and the applicable Product Specification (which is hereby incorporated into and forms part of this Agreement) during the applicable Subscription Period. Customer's access and use of the Offering is limited to the Usage Metrics set forth in the applicable Product Order Form, and Customer will be subject to the payment of additional fees if the applicable Usage Metrics are exceeded.
- 4.3. Product Specification; Customer Dependency. The Product Specification for the Offering includes additional terms and conditions applicable to Customer's access and use of the Offering. Customer will comply with all such terms and conditions, including the obligations and tasks attributed to Customer therein (each, a "Customer Dependency"). To the extent that Customer's delay or failure to comply with a Customer Dependency causes Darktrace to breach an obligation, Darktrace will be entitled to an extension of time equivalent to the delay caused by the delay or failure to comply with such Customer Dependency.
- 4.4. Appliances. Where the Offering includes the Appliance(s), then unless otherwise agreed to in writing between the parties, title to all Appliances (and all components thereof) provided by Darktrace to Customer under this Agreement will always remain with Darktrace. Customer acknowledges and agrees that the Appliances are provided solely as the medium for delivery and operation of the Software and must not be used for any other purpose. Upon termination of the Subscription Period, Customer will promptly return all Appliances to Darktrace (or to the applicable Partner) in accordance with Darktrace's (or applicable Partner's) instructions. Customer's use of any Appliance is subject to the applicable Product Specification.
- 4.5. Services. Darktrace will provide to Customer the Services set forth in the Product Order Form. Support Services will be provided in accordance with the Support Terms, which are hereby incorporated into and form part of this Agreement.
- 4.6. Restrictions. Customer will not, with respect to the Offering (or any portion thereof): (i) use the Offering in any manner beyond the scope of rights expressly granted in this Agreement;

(ii) modify or create derivative works of the Offering, in whole or in part; (iii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain improper access to any software component of the Offering, in whole or in part; (iv) frame, mirror, sell, resell, rent or lease use of the Offering to any third party, or otherwise allow any third party to use the Offering for any purpose (except for Customer Affiliates or Outsource Providers as expressly permitted herein); (v) use the Offering in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party, or that violates any Applicable Laws; (vi) interfere with, or disrupt the integrity or performance of, the Offering; (vii) access or search any software component of the Offering (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers or any other similar data mining tools) other than software or Offering features provided by Darktrace for use expressly for such purposes; (viii) use the Offering for benchmarking or competitive analysis with respect to competitive or related products or services, or to develop, commercialize, license or sell any product, service or technology that could, directly or indirectly, compete with the Offering or any part thereof; (ix) employ or authorize a Darktrace competitor to use or view the Offering, or to provide management, hosting, or support for the Offering; (x) disclose the contents of Alerts, reports or other output of the Offering to third-parties other than Customer Affiliates or Outsource Providers without Darktrace's prior written consent; (xi) use the Offering to circumvent the security of a third party's network/information, develop malware, unauthorized surreptitious surveillance, data modification, data exfiltration, data ransom or data destruction; or (xii) cause, encourage or assist any third party to do any of the foregoing.

- 4.7. Customer Affiliates. Customer will ensure that any Affiliate of Customer ("**Customer Affiliate**") using or accessing the Offering, or benefitting from Customer's use of the Offering, complies with this Agreement. Customer is responsible for Customer Affiliates' acts and omissions in connection with their access to, or use of, the Offering.
- 4.8. Open Source Software. Darktrace uses certain open source software in its products. Copies of, or references to, open source software licenses may be set out in a text file, installation file or folder accompanying the open source software.
- 4.9. Ownership. All Software is provided on a subscription access basis, not sold. Subject to the limited rights expressly granted hereunder, Darktrace reserves and, as between the parties will solely own, the Offering and all right, title and interest (including all Intellectual Property Rights) in and to the Offering. No rights are granted to Customer hereunder (whether by implication, estoppel, exhaustion or otherwise) other than as expressly set forth in this Agreement.
- 4.10. Feedback. Darktrace may freely use any feedback, suggestions, comments or the like that Customer provides to Darktrace with regard to the Offering.

5. **Outsource Providers and Third-Party Services.**

- 5.1. Outsource Providers. If Customer contracts with an Outsource Provider, Customer may permit such Outsource Provider to exercise all or any portion of the rights granted to Customer in Section 4.2 solely on Customer's or the Customer Affiliates' behalf. If Customer permits an Outsource Provider to use or access the Offering on Customer's or a Customer Affiliate's behalf, Customer will make sure all Outsource Providers comply with the terms of this Agreement and Customer will be liable for any breach of this Agreement by an Outsource Provider.

DARKTRACE

- 5.2. Third-Party Services. Darktrace does not support or guarantee integration with third party technologies or services ("**Third-Party Services**") unless otherwise expressly set out in a Product Order Form or otherwise agreed to by Darktrace in writing. Darktrace: (i) does not provide any aspect of the Third-Party Services; and (ii) is not responsible for any compatibility issues or errors in the Offering or Third-Party Services caused in whole or in part by the Third-Party Services.

6. Customer Obligations and Customer Data.

- 6.1. Customer Security Obligation. As between the parties, Customer will be solely responsible for establishing, monitoring and implementing security practices to control the physical access to and use of the Offering and all Customer Data therein. Darktrace will not be liable, and Customer will be solely responsible for any unauthorized access, damage or loss that may occur through the use or misuse of Customer's credentials, equipment, systems or premises. Customer acknowledges that Darktrace does not provide or undertake backup or maintenance services for Customer Data and Customer will be solely responsible for backup of all Customer Data.
- 6.2. Customer Data. As between Customer and Darktrace, Customer will own all right, title and interest in and to the Customer Data. Customer grants to Darktrace a limited, non-exclusive, worldwide, royalty-free license to host, access and use the Customer Data only: (i) for the purpose of operating and providing the Offering and (ii) as required by Applicable Laws.
- 6.3. Alerts. Darktrace may utilize the contents and details of any Alerts and any data sources related to such Alerts on a deidentified basis to develop and improve Darktrace's products, services and technology.
- 6.4. Representation and Warranties. Customer represents and warrants that: (i) it has obtained and will obtain and continue to have, during the applicable Subscription Period, all necessary rights, authority, consents and licenses for the access to and use of Customer Data, including any Personal Data included therein, as contemplated by this Agreement; and (ii) Darktrace's use of Customer Data in accordance with this Agreement will not violate any Applicable Laws or cause a breach of any agreement or obligations between Customer and any third party.

7. Data Protection.

- 7.1. Data Protection Addendum. The parties will comply with their respective obligations set out in the Data Processing Addendum, which is hereby incorporated into and forms part of this Agreement.
- 7.2. Business Associate Agreement. In order to comply with the parties' obligations under the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), to the extent applicable to Customer, Customer and Darktrace agree such protected health information will be processed in accordance with the Business Associate Agreement, which is hereby incorporated into and forms part of this Agreement. For the purposes of this Section, Customer is a "covered entity" as defined pursuant to HIPAA regulations and transmits to Darktrace protected health information which is regulated pursuant to HIPAA during the course of its use of the Offering.

8. Confidentiality.

- 8.1. General Obligation. A recipient of Confidential Information will protect that Confidential Information using the same standard of care it uses to protect its own confidential information of a similar nature, but no less than a reasonable standard of care. This Section 8 will not

apply to information which: (i) is known by the recipient without confidentiality obligations; (ii) is or has become public knowledge through no fault of the recipient; or (iii) is independently developed by, or for, the recipient.

- 8.2. Permitted Recipient. A recipient of Confidential Information will not: (i) use Confidential Information of the other party, except as needed to fulfill its obligations or exercise its rights under this Agreement; or (ii) disclose Confidential Information of the other party to any third party, except to its or its Affiliates' employees, agents and contractors who need to know. The recipient is liable for a breach of this Section 8 by its permitted recipients and will ensure each of those permitted recipients have written confidentiality obligations at least as restrictive as the recipient's obligations under this Agreement.
- 8.3. Required Disclosures. The recipient may reveal Confidential Information of the other party if required by law (including under a court order) but only after it notifies the discloser in writing (if legally permissible). A recipient will reasonably cooperate with a discloser's reasonably requested protective actions, at the discloser's expense.
- 8.4. Return or Destruction. The recipient will return, delete or destroy all Confidential Information of the other party and confirm in writing it has done so within 30 days of the discloser's written request unless retention is required by law or Confidential Information has been stored in a backup system in the ordinary course of business, provided, however, that any such retained information will remain subject to this Agreement.

9. Warranties.

- 9.1. Software Warranty. Darktrace warrants to Customer during the applicable Subscription Period that: (i) the Software will perform materially in accordance with the applicable Product Specification(s); and (ii) Darktrace adopts customary industry standard practices to prevent the Software, upon download by or delivery to the Customer, from injecting malicious or disabling code that is intended to damage or destroy the Customer's system or network where the Software is installed (the "Software Warranty"). Darktrace will use commercially reasonable efforts to provide a work-around or correct any reported non-conformity with the Software Warranty, and, if Darktrace determines that it is unable to do so in its discretion, Darktrace may terminate Customer's license to access and use the applicable non-conforming Software and refund to Customer the prepaid Fees prorated for the unused period of the applicable Subscription Period. Customer will promptly report any non-conformity with the Software Warranty to Darktrace in writing. The rights and remedies set forth in this Section will be the Customer's sole and exclusive remedy and Darktrace's sole and exclusive liability for any breach of the Software Warranty. The Software Warranty does not apply to Evaluation Offerings.
- 9.2. Service Warranty. Darktrace warrants to Customer that it will perform all Services in a professional and workmanlike manner consistent with applicable industry standards. This warranty will be in effect for a period of 30 days from the completion of the Services, and Customer will promptly report any non-conformity with such warranty to Darktrace in writing. Darktrace will, at its option and expense: (i) use commercially reasonable efforts to re-perform the non-conforming Services; or (ii) refund to Customer the portion of the Fees paid attributable to the non-conforming Services. The rights and remedies set forth in this Section will be the Customer's sole and exclusive remedy and Darktrace's sole and exclusive liability for any breach of the warranty set forth in this Section.
- 9.3. Exclusions. The warranties in Sections 9.1 and 9.2 do not apply if: (i) the Offering has been modified, except by Darktrace; (ii) the Offering has not been installed, used, or maintained in accordance with this Agreement or Product Specification; (iii) the non-conformity occurs due

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to a failure by the Customer to allow Darktrace or its agents to implement any updates, corrections or modifications to the Software made available to Customer by Darktrace; or (iv) Customer has combined the Offering with other software, services, or products that are not provided by Darktrace or not otherwise specified in the applicable Product Specification, and but for such combination, the breach of warranty would have been avoided.

- 9.4. No Guarantee. CUSTOMER AGREES THAT: (I) DARKTRACE DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, REPORT OR DISCOVER ALL OF CUSTOMER'S OR CUSTOMER AFFILIATES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CUSTOMER AND CUSTOMER AFFILIATES WILL NOT HOLD DARKTRACE RESPONSIBLE THEREFOR; AND (II) THE OFFERING AND SERVICES DO NOT CONSTITUTE ANY FORM OF REPRESENTATION, WARRANTY OR GUARANTEE THAT CUSTOMER'S SYSTEMS ARE SECURE FROM EVERY ATTACK, EVEN IF FULLY IMPLEMENTED.
- 9.5. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE OFFERING IS PROVIDED ON AN "AS IS" BASIS, AND DARKTRACE MAKES NO WARRANTIES OR REPRESENTATIONS TO CUSTOMER OR TO ANY OTHER PARTY REGARDING THE OFFERING OR ANY OTHER SERVICES OR MATERIALS PROVIDED HEREUNDER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DARKTRACE HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, DARKTRACE HEREBY DISCLAIMS ANY WARRANTY THAT USE OF THE OFFERING WILL BE ERROR-FREE, BUG-FREE OR UNINTERRUPTED, OR WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. THE OFFERING IS NOT DESIGNED OR INTENDED FOR USE IN ANY APPLICATION OR HAZARDOUS ENVIRONMENT THAT REQUIRES FAIL-SAFE PERFORMANCE, WHERE THE FAILURE OF THE OFFERING MIGHT RESULT IN OR CAUSE DEATH, PERSONAL INJURY OR ENVIRONMENTAL DAMAGE. DARKTRACE DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS, INTEGRATIONS OR SERVICES.
10. **Intellectual Property Rights Infringement Indemnity.**
 - 10.1. Darktrace's Indemnity. Darktrace will defend any third-party claim against the Customer asserting that Customer's use of the Software in accordance with this Agreement infringes a third party's patent, copyright or registered trademark (the "**IP Claim**"). Darktrace will indemnify Customer against any damages awarded in any final judgment entered by a court of competent jurisdiction or any settlements arising out of an IP Claim, if the Customer: (i) notifies Darktrace in writing of the IP Claim promptly, and in any event, within 20 days of receiving notice of such IP Claim; (ii) fully cooperates with Darktrace in the defense of the IP Claim; and (iii) grants Darktrace the right to exclusively control the defense and settlement of the IP Claim and any appeal (provided that any settlement by Darktrace must include, as an unconditional term, the claimant's or plaintiff's release of Customer from all liability with respect to the IP Claim). Customer may, at Customer's own expense, participate in the defense of any IP Claim but Customer will not enter into any settlement or compromise of any such claim without Darktrace's prior written consent.
 - 10.2. Remedies. If Darktrace reasonably believes the Software could infringe any third party's patent, copyright or registered trademark, Darktrace may, at its sole option and expense use commercially reasonable efforts to: (i) modify or replace the Software, or any component or part thereof, to make it non-infringing; or (ii) procure the right for Customer to continue to use the Software. If Darktrace determines that neither alternative is commercially practicable, Darktrace may terminate this Agreement, in its entirety or with respect to the affected

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component, by providing written notice to Customer and refunding a prorated portion of the pre-paid, unused Fees paid by Customer corresponding to the unused period of the applicable Subscription Period.

- 10.3. Exclusions. Darktrace will have no obligations under this Section 10 if the IP Claim is based upon or arises out of: (i) any modification to the Software not made by Darktrace; (ii) any combination or use of the Software with or in any third party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use; (iii) Customer's continued use of the allegedly infringing Software after being notified of the infringement claim or after being provided a modified version of the Software by Darktrace at no additional cost that is intended to address such alleged infringement; or (iv) Customer's failure to use the Software in accordance with the terms of this Agreement, including the applicable Product Specification.
- 10.4. Exclusive Remedy. THE RIGHTS AND REMEDIES SET FORTH IN THIS SECTION 10 WILL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND DARKTRACE'S SOLE AND EXCLUSIVE LIABILITY, FOR ANY INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH THE OFFERING.

11. Limitation of Liability.

- 11.1. Excluded Damages TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY LOST PROFITS, REVENUE, OR SAVINGS, LOST BUSINESS OPPORTUNITIES, LOST DATA, COST OF SUBSTITUTE SERVICES, OR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PROVISION OF THE OFFERING, REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH THE APPLICABLE CLAIM OR LIABILITY IS BASED, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE REASONABLY FORESEEABLE.
- 11.2. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL A PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY ARISING UNDER OR RELATED TO THIS AGREEMENT OR THE PROVISION OF THE OFFERING, EXCEED THE FEES ACTUALLY PAID TO DARKTRACE FOR THE OFFERING GIVING RISE TO THE LIABILITY IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY. MULTIPLE CLAIMS SHALL NOT EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 11.
- 11.3. Exclusions. THE FOREGOING EXCLUSIONS AND LIMITS IN THIS SECTION 11 DO NOT APPLY TO: (I) AMOUNTS PAID OR PAYABLE UNDER SECTION 10.1 (DARKTRACE'S INDEMNIFICATION OBLIGATIONS); (II) BREACH OF SECTION 4.6 (RESTRICTIONS); (III) CUSTOMER'S PAYMENT OBLIGATIONS; AND/OR (IV) ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- 11.4. Basis of the Bargain. THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY IN THIS SECTION 11 ARE AN ESSENTIAL PART OF THE BASIS OF THE BARGAIN BETWEEN DARKTRACE AND CUSTOMER, AND WILL APPLY EVEN IF THE REMEDIES AVAILABLE HEREUNDER ARE FOUND TO FAIL THEIR ESSENTIAL PURPOSE.

12. Term; Suspension and Termination.

- 12.1. Term. This Agreement is effective as of the Effective Date and will remain in effect until the end of the relevant Subscription Period specified in the applicable Product Order Form or earlier termination in accordance with this Section or as otherwise specified herein.
- 12.2. Suspension. Darktrace may immediately suspend Customer's access to, or use of, the Offering if: (i) Darktrace believes that there is a significant threat to the security, integrity, functionality, or availability of the Offering or any content, data, or applications in the Offering; (ii) Customer is in breach of Section 4.6 (Restrictions); (iii) Customer (or the applicable Partner) fails to pay Darktrace when fees are due; or (iv) if required by law (including under a court order); provided, however, Darktrace will use commercially reasonable efforts under the circumstances to provide Customer with notice and, if applicable, an opportunity to remedy such violation prior to any such suspension.
- 12.3. Termination. Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.
- 12.4. Effect of Termination. Upon termination of this Agreement for any reason: (i) all Customer's rights to access and use the Offering will terminate; (ii) Customer will promptly cease all use of the Offering and de-install all Software installed on Customer's systems or networks; (iii) where applicable, Customer will ensure all Customer Data is removed from the Appliance and return the Appliance to Darktrace (or the applicable Partner) in accordance with Darktrace's (or the applicable Partner's) instructions. Darktrace will not be responsible for maintaining or protecting any configuration settings or data found on the returned Appliance; (iv) for a period of 30 days following the termination, Darktrace will maintain Customer Data stored in Darktrace's cloud services and grant Customer access to the cloud services, solely to download and delete any such Customer Data. Thereafter, Darktrace will delete or destroy all copies of Customer Data without liability or additional notice, unless legally prohibited from doing so. Customer Data cannot be received once deleted or destroyed; and (v) all undisputed Fees owing to Darktrace at the date on which termination or expiry takes effect will become immediately due and payable.
- 12.5. Survival. Sections 1, 3, 4.9, 4.10, 6.3, 8, 9.5, 10, 11, 12.4, 12.5, and 13 to 17 will survive expiration or termination of this Agreement for any reason.

13. Compliance with Laws.

Each party agrees to comply with Applicable Laws, including but not limited to, applicable export and import, anti-corruption and employment laws. Customer affirms that Customer is not named on, owned by, or acting on behalf of any United Kingdom, U.S. or other applicable government denied-party list, and Customer agrees to comply fully with all relevant export control and sanctions laws and regulations of the United Kingdom, the United States and other applicable jurisdictions ("Export Laws") to ensure that neither the Offering, Software, any of Customer Data, nor any technical data related thereto is: (i) used, exported or re-exported directly or indirectly in violation of Export Laws; or (ii) used for any purposes prohibited by the Export Laws, including, but not limited to, nuclear, chemical, or biological weapons proliferation, missile systems or technology, or restricted unmanned aerial vehicle applications. Customer shall complete all undertakings required by Export Laws, including obtaining any necessary export license or other governmental approval.

14. U.S. Government End Users.

The Offering (including the Software) was developed solely at private expense and is a "commercial product", "commercial item", or "commercial computer software" as defined in the Federal Acquisition Regulation 2.101 and other relevant government procurement regulations including agency supplements. Any use, duplication, or disclosure of the Offering (including the Software) by or on behalf of the U.S. government is subject to restrictions as set forth in this Agreement as consistent with U.S. federal law and regulations. If these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with U.S. federal law, Customer will immediately discontinue its use of the Offering (including the Software).

15. Governing Law and Dispute Resolution.

Any dispute or claim relating in any way to this Agreement will be governed by the Governing Law defined in the table below and adjudicated: (i) in the Governing Courts defined in the table below, in which case each party consents to the exclusive jurisdiction and venue thereof; or (ii) by final and binding arbitration; in each case, as set forth in the table below. Notwithstanding the foregoing: (a) each party may enforce its or its Affiliates' Intellectual Property Rights in any court of competent jurisdiction, including to seek injunction, specific performance and any other relief that may be available from any such court; and (b) Darktrace or its Affiliates may bring suit for payment in the country where the Customer is located. Where arbitration applies, it will be conducted in English, under the Rules of Arbitration of the International Chamber of Commerce (the "ICC") by three arbitrators in accordance with said Rules. The award shall be final and binding on the parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, will be held in confidence. Customer and Darktrace agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

Customer location (as stated in the Product Order Form)	Governing Law	Governing Courts / Arbitration
United Kingdom	The laws of England & Wales	The courts of England & Wales
United States of America	The laws of the state of California, without giving effect to any principles of conflict of laws that would lead to the application of the laws of another jurisdiction	The state or federal courts in San Francisco, California
None of the above	The laws of England & Wales	Arbitration at the ICC in London

16. General Provisions.

- 16.1. Entire Agreement; Amendments. This Agreement is the complete and exclusive agreement between the parties with respect to its subject matter and supersedes any and all prior or contemporaneous agreements, communications and understandings, both written and oral, with respect to its subject matter. This Agreement may be amended or modified only by a written document executed by duly authorized representatives of the parties, except that Darktrace may unilaterally modify the Product Specification and Support Terms so long as it does not reduce or materially modify the functionality of the Offering. Unless otherwise specifically agreed to in writing signed by the parties, in the event of any conflict or inconsistency between this Agreement, any Product Order Form or any document

incorporated by reference into this Agreement, the order of precedence of the documents from highest to lowest is: (i) the Product Order Form; (ii) this main body of the Agreement; and (iii) the documents incorporated herein by reference solely with respect to the subject matter of such documents, and provided, further, that the Data Processing Addendum will prevail over the Product Order Form, this main body of the Agreement and all other documents solely with respect to its subject matter.

- 16.2. Assignment. Neither party may assign or transfer this Agreement, by operation of law or otherwise, without the other party's prior written consent. Any attempt to assign or transfer this Agreement without such consent will be void. Notwithstanding the foregoing, either party may assign or transfer this Agreement to: (i) an Affiliate in connection with a corporate reorganization; or (ii) a third party that succeeds to all or substantially all of the assigning party's business and assets relating to the subject matter of this Agreement, whether by sale, merger, operation of law or otherwise. Subject to the foregoing, this Agreement is binding upon and will inure to the benefit of each of the parties and their respective successors and permitted assigns.
- 16.3. Compliance. Customer agrees to permit Darktrace, or an independent representative appointed by Darktrace, to verify that Customer's use of the Offering complies with this Agreement. Darktrace will not exercise this right more than once in any 12-month period. If Customer procured the Offering through a Partner, Customer also agrees that Darktrace may request Customer to provide confirmation of the order(s) placed by Customer with the Partner, including copies of agreement(s) between Customer and Partner, provided that all pricing information will be removed from the copies provided to Darktrace.
- 16.4. Equitable Relief. Each party agrees that a breach or threatened breach by such party of any of its obligations under Section 8 (Confidentiality) or, in the case of Customer, Section 4.6 (Restrictions), would cause the other party irreparable harm and significant damages for which there may be no adequate remedy under law and that, in the event of such breach or threatened breach, the other party will have the right to seek immediate equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.
- 16.5. Independent Contractors. The relationship between the parties is that of independent contractors. Nothing in this Agreement will be construed to establish any partnership, joint venture or agency relationship between the parties. Neither party will have the power or authority to bind the other or incur any obligations on the other's behalf without the other party's prior written consent.
- 16.6. No Third-Party Beneficiaries. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person or entity other than the parties and their respective successors and assigns.
- 16.6. Waiver; Severability. Either party's failure to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the party granting the waiver. If any provision of this Agreement is held invalid, illegal or unenforceable, that provision will be enforced to the maximum extent permitted by law, given the fundamental intentions of the parties, and the remaining provisions of this Agreement will remain in full force and effect.
- 16.7. Force Majeure. Other than in respect of Customer's payment obligations, neither party will be responsible for any failure or delay in the performance of its obligations under this Agreement

due to causes beyond its reasonable control, which may include, without limitation, labor disputes, strikes, lockouts, shortages of or inability to obtain energy, raw materials or supplies, denial of service or other malicious attacks, telecommunications failure or degradation, pandemics, epidemics, public health emergencies, governmental orders and acts (including government-imposed travel restrictions and quarantines), material changes in law, war, terrorism, riot, or acts of God. The party experiencing a force majeure event will use commercially reasonable efforts to provide notice of such to the other party. During the continuation of a force majeure event, the non-performing party will use commercially reasonable efforts to overcome the force majeure event and, to the extent it is able, continue to perform its obligations under this Agreement.

- 16.8. Notices. Any notice will be delivered by hand, recorded delivery, registered post or email with satisfactory proof of such delivery to be retained by sender. Notices will only become effective on the actual date that the notice is received. Any notices required to be given in writing to Darktrace will be addressed to: Attn: Legal Department, Darktrace Holdings Limited, Maurice Wilkes Building, Cowley Road, Cambridge CB4 0DS, United Kingdom. Email notices to notices@darktrace.com.

17. Definitions.

When used in this Agreement, terms defined in this Section 17 will have the meanings given below. Defined terms may be used in the singular or plural depending on the context.

"Affiliate" means any corporation or other business entity that directly or indirectly controls, is controlled by or is under common control with a party. Control means direct or indirect ownership of or other beneficial interest in fifty percent (50%) or more of the voting stock, other vesting interest, or income of a corporation or other business entity;

"Alerts" means alerts of suspected malicious activity on a Customer's environment generated by the Offering;

"Appliance(s)" means hardware device(s) (including embedded firmware) shipped by Darktrace to Customer and as more fully described on the Product Order Form;

"Applicable Laws" means all international, domestic and local laws, ordinances, regulations and orders applicable to a party's performance under this Agreement;

"Business Associate Agreement" means the document titled Darktrace Business Associate Agreement available at <https://darktrace.com/legal/business-associate-agreement>;

"Cloud Provider" means Microsoft Azure, Amazon Web Services, Google Cloud Platform, as specified on the Product Order Form;

"Commencement Date" means the date specified in a Product Order Form on which Darktrace shall commence providing the Offering to Customer;

"Confidential Information" means any information, however conveyed or presented, that relates to the business, affairs, operations, customers, suppliers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, intellectual property, materials, designs, improvements, formulae, discoveries, inventions, networks, concepts, ideas, technical information and know-how of a party, and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"),

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and information that ought reasonably be considered to be confidential given its nature or circumstance of disclosure, but in all circumstances excludes any Personal Data;

"Customer Data" means: (i) all data and information submitted into, or stored in, the Appliance or Software by Customer, or otherwise provided by Customer to, or accessible by, Darktrace in connection with this Agreement (which may include information about network traffic on Customer's network (metrics), log/metadata collection, as well as the raw packet capture data from Customer's network); and (ii) the contents of all Alerts; but, in case of (i) and (ii), excluding any information or data owned or controlled by Darktrace and made available through or in connection with the Offering;

"Data Processing Addendum" means the document titled Data Processing Addendum available at <https://darktrace.com/legal/data-processing-addendum>;

"Effective Date" means, as applicable, the date on which the Customer signs the applicable Product Order Form or the date on which the Partner signs, or issues a valid order against, the applicable Product Order Form;

"Installation Service" means installation and test procedures performed by Darktrace to confirm completion of the installation of the Appliance on the applicable site;

"Intellectual Property Rights" means patent rights, copyrights, trademark rights, design rights, trade secrets, know-how, data and database rights, mask work rights, domain name rights, and any other intellectual property rights and similar or equivalent rights or forms of protection recognized in any part of the world;

"Offering" means, collectively, the Appliance(s), Software and Services (or any combination thereof);

"Outsource Provider" means any third-party service provider(s) such as an outsourcer, hosting, managed service, or collocation service provider or other information technology service provider for the performance of information technology functions appointed or engaged by or on behalf of Customer;

"Partner" means an authorized reseller of Darktrace;

"Partner Arrangement" means a separate agreement between Customer and a Partner;

"Personal Data" has the meaning given to it in the Data Processing Addendum;

"Product Order Form" means an order form agreed to in writing or electronically by: (i) Darktrace and Customer which references this Agreement; or (ii) Darktrace and a Partner which references the Customer;

"Product Specification" means the technical and user manuals and guides for the Offering available at available at <https://darktrace.com/legal/product-specific-terms> and at <https://darktrace.com/legal/product-specifications-and-service-definitions>, as updated by Darktrace from time to time;

"Services" means the Installation Service and the Support Services;

"Support Services" means support services for the Offering performed by Darktrace in accordance with the Support Terms;

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"Support Terms" means Darktrace's support services terms and conditions available at <https://darktrace.com/legal/darktrace-support-services>, as may be updated by Darktrace from time to time;

"Software" means the Darktrace's software (in object code form) delivered to Customer on a standalone basis or as installed in the Appliance pursuant to the applicable Product Order Form, as more fully described on the applicable Product Specification, together with all enhancements, error corrections, and/or updates which are generally made available by Darktrace;

"Subscription Period" means the period during which Darktrace shall make available the Offering to Customer as set forth in the applicable Product Order Form;

"Usage Metrics" means the limits, metrics or other measurements or conditions of permitted usage of the Offering, as set out in the applicable Product Order Form.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 173

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A FIRST AMENDMENT TO GROUND LEASE AGREEMENT BETWEEN OCTAGON EDGE TOWERS, LLC AND THE CITY OF STRONGSVILLE, FOR AMENDMENT OF THE TERMS AND CONDITIONS RELATING TO THE GROUND LEASE AGREEMENT CURRENTLY IN EFFECT FOR THE EXISTING TELECOMMUNICATIONS PREMISES LOCATED ON CITY-OWNED PROPERTY AT 16099 FOLTZ PARKWAY, IN THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 1998-72, the City of Strongsville, Ohio ("Landlord") and Ameritech Wireless Communications, Inc. ("Ameritech") entered into a Ground Lease Agreement dated May 15, 1998, for the purpose of leasing land and granting easements to Ameritech for the installation, construction, maintenance, operation, repair, replacement and upgrade of a communications facility on a portion of the City's real property located at 16099 Foltz Parkway, Strongsville, Ohio 44149, and further known as being PPNs 393-12-002 and 393-10-001 (the "Property"); and

WHEREAS, New Cingular Wireless PCS, LLC, successor in interest to Ameritech, assigned its interest in the Ground Lease to Octagon Edge Towers, LLC ("Tenant") on June 30, 2020; and

WHEREAS, Octagon Edge Towers, LLC, successor in interest to New Cingular Wireless PCS, LLC, as Tenant, and the City of Strongsville, as Landlord, desire to amend the Agreement based upon the terms and conditions contained in the First Amendment to Ground Lease Agreement attached hereto and incorporated herein as Exhibit "1"; and

WHEREAS, Landlord and Tenant have agreed to amend the Ground Lease to add thirty (30) years, six (6) additional five (5) year Extension Terms, to the term of the Ground Lease and to modify the amount of rent payable, as indicated in the First Amendment to Ground Lease Agreement (Exhibit "1"); and

WHEREAS, the City of Strongsville, as Landlord, has determined that Tenant's request for amendment of the Ground Lease Agreement is in the City's best interests.

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

Section 1. That the Mayor is authorized and directed to enter into a First Amendment to Ground Lease Agreement with **OCTAGON EDGE TOWERS, LLC, a Delaware limited liability company, successor in interest to New Cingular Wireless PCS, LLC**, as Tenant, and the City of Strongsville, as Landlord, in connection with the existing telecommunications facilities located at 16099 Foltz Parkway, on City of Strongsville owned property also known as PPNs 393-12-002 and 393-10-001, upon the terms and conditions set forth in the First

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2024 – 173
Page 2

Amendment to Ground Lease Agreement attached hereto and designated as Exhibit "1," subject to the provisions of this Ordinance.

Section 2. 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 3. 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 amendment to the terms and conditions of the existing Ground Lease Agreement herein is necessary to provide for the continuity of wireless telecommunications services to 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.

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. 2024-173 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

This instrument prepared by:
Chiefs Towers, LLC
57 East Washington Street
Chagrin Falls, Ohio 44022

Tax ID: 393-10-001

FIRST AMENDMENT TO GROUND LEASE AGREEMENT
AND MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE AGREEMENT
(OH-1415 Strongsville West)

This FIRST AMENDMENT TO GROUND LEASE AGREEMENT AND MEMORANDUM OF FIRST AMENDMENT TO GROUND LEASE AGREEMENT (this "Amendment") is made effective as of _____, 2024 (the "Effective Date"), by and between The City of Strongsville, an Ohio municipal corporation, ("Landlord"), having an address at 18688 Royalton Road, Strongsville, OH 44136, and OCTAGON EDGE TOWERS, LLC, a Delaware limited liability company ("Tenant"), having an address at 57 East Washington Street, Chagrin Falls, Ohio 44022.

BACKGROUND RECITALS

A. Landlord, and Ameritech Wireless Communications, Inc., predecessor in interest to Tenant ("Ameritech"), as tenant, entered into a Ground Lease Agreement dated May 15, 1998, (the "Lease") for the purpose of leasing land and granting easements to Ameritech for the installation, construction, maintenance, operation, repair, replacement and upgrade of a communications facility on a portion of Landlord's real property 16099 Foltz Industrial Parkway, Strongsville, OH 44136 and more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises").

B. New Cingular Wireless PCS, LLC, successor in interest to Ameritech assigned its interest in the Lease to Tenant pursuant to an unrecorded Omnibus Assignment and Assumption of Ground Leases dated June 30, 2020.

C. Landlord and Tenant have agreed to amend the Lease to add thirty (30) years (six (6) additional five (5) - year Extension Terms) to the term of the Lease and to modify the amount of Rent payable.

OPERATIVE PROVISIONS

NOW, THEREFORE, for the mutual covenants and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Defined Terms. Capital Terms not defined in this Amendment have the meanings assigned to them in the Lease.

2. Extension of Term of Lease. Section 3 of the Lease is amended to add six (6) additional extension terms of five (5) years each to the Term of the Lease. Each extension term will automatically renew upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew the Lease at least sixty (60) days prior to the expiration of then existing Extension Term. If the six (6) additional Extension Terms added by this Amendment are exercised, the Term of the Lease will expire on May 31, 2058.

3. Rent. The annual rental will be increased on June 1, 2028 ("New Rent Commencement Date") to \$34,800.00, payable in monthly installments of \$2,900.00 each, which shall increase by one and one-half percent (1.5%) over the Rent paid during the previous year on the anniversary of the New Rent Commencement Date. Commencing on June 1, 2033 and thereafter, Rent shall increase by three percent (3%) over the Rent due and payable during the previous year on the anniversary of the New Rent Commencement Date.

4. Recording. Landlord and Tenant agree that Tenant may record this Amendment in the Official Records of Cuyahoga County, Ohio.

5. No Other Changes. Except as expressly amended herein, the other terms of the Lease will remain in full force and effect, unaltered by this Amendment.

6. Counterparts. This Amendment may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute but one and the same instrument.

[signatures start on the following page]

[signatures continued from the previous page]

TENANT:

OCTAGON EDGE TOWERS, LLC, a Delaware
limited liability company

By: _____
Ryan D. Lepene, Vice President

STATE OF OHIO)
)
COUNTY OF CUYAHOGA)

This instrument was acknowledged before me on _____, 2024 by Ryan D. Lepene, the Vice President of OCTAGON EDGE TOWERS, LLC, a Delaware limited liability company, on behalf of the limited liability company.

[SEAL]

Notary Public
Print Name: _____
My Commission Expires: _____

EXHIBIT A
Description of Premises

See Attached

EXHIBIT A
LEGAL DESCRIPTION OF LEASED PROPERTY

LEASE SITE

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio, Township 5 North, Range 14 West and known as being a part of Original Strongsville Township Lot 97, also known as being a portion of a parcel of land conveyed to City of Strongsville as recorded in Deed Book 13378, Page 855 of said County's records, and being further bounded and described as follows:

Commencing at a 1/2 inch rebar found in a monument box at the southwest corner of Original Strongsville Township Lot 84 and the southeast corner of Original Strongsville Township Lot 97 and also being on a tangent line of a curve for the centerline of Lunn Road (60' wide), thence along said tangent line and south line of said Lot 84, N 89° 01' 05" E for a distance of 30.73 feet to a point, thence N 3° 21' 21" W for a distance of 28.47 feet to a point on the north right of way line of said Lunn Road, thence N 3° 21' 21" W for a distance of 581.78 feet to a point, thence N 16° 52' 46" E for a distance of 45.85 feet to a point, thence N 2° 12' 50" W for a distance of 278.24 feet to a point, thence along the arc of a curve to the left having the following properties:

Delta = 63° 15' 36"

Radius = 174.03

Tangent = 107.19

Chord = 182.54

Chord Bearing = N 34° 03' 45" W for a distance of 192.15 feet to a point, said point being the True Place of Beginning of the parcel of land hereinafter described, thence clockwise along the following five (5) courses and distances:

- 1) Thence S 24° 17' 55" W for a distance of 28.84 feet to a 5/8 inch rebar with cap GPD set;
- 2) Thence N 65° 42' 05" W for a distance of 100.00 feet to a 5/8 inch rebar with cap GPD set;
- 3) Thence N 24° 17' 55" E for a distance of 100.00 feet to a 5/8 inch rebar with cap GPD set;
- 4) Thence S 65° 42' 05" E for a distance of 100.00 feet to a 5/8 inch rebar with cap GPD set;
- 5) Thence S 24° 17' 55" W for a distance of 71.16 feet to the True Place of Beginning and containing 10,000 square feet (0.2296 acres) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of James E. Karing, P.S. Number 7539, for Glaus, Pyle, Schomer, Burns and DeHaven, Inc. in May of 1998.

Basis of Bearing is True North

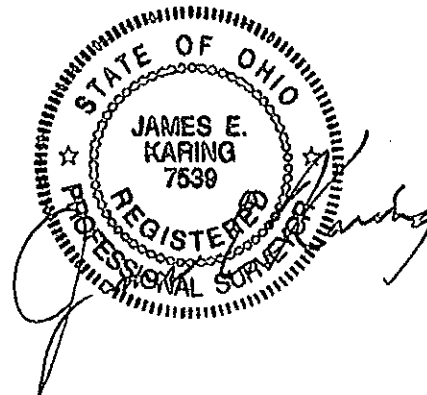


EXHIBIT A
LEGAL DESCRIPTION OF LEASED PROPERTY

ACCESS EASEMENT

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio, Township 5 North, Range 14 West and known as being a part of Original Strongsville Township Lots 84 and 97, also known as being a portion of a parcel of land conveyed to City of Strongsville as recorded in Deed Book 13378, Page 855 and Deed Book 96-00111, Page 28 of said County's records, and being further bounded and described as follows:

Commencing at a 1/2 inch rebar found in a monument box at the southwest corner of Original Strongsville Township Lot 84 and the southeast corner of Original Strongsville Township Lot 97 and also being on a tangent line of a curve for the centerline of Lunn Road (60' wide), thence along said tangent line and south line of said Lot 84, N 89° 01' 05" E for a distance of 30.73 feet to a point, thence N 3° 21' 21" W for a distance of 28.47 feet to a point on the north right of way line of said Lunn Road said point being the True Place of Beginning of the parcel of land hereinafter described, thence clockwise along the following nine (9) courses and distances:

- 1) Thence N 3° 21' 21" W for a distance of 581.78 feet to a point;
- 2) Thence N 16° 52' 46" E for a distance of 45.85 feet to a point;
- 3) Thence N 2° 12' 50" W for a distance of 278.24 feet to a point;
- 4) Thence along the arc of a curve to the left having the following properties:

Delta = 63° 15' 36"
Radius = 174.03
Tangent = 107.19
Chord = 182.54
Chord Bearing = N 34° 03' 45" W for a distance of 192.15 feet to a point;

- 5) Thence N 24° 17' 55" E for a distance of 15.00 feet to a point;
- 6) Thence along the arc of a curve to the right having the following properties:

Delta = 63° 41' 21"
Radius = 189.03
Tangent = 117.41
Chord = 199.47
Chord Bearing = S 33° 50' 55" E for a distance of 210.13 feet to a point;

- 7) Thence S 2° 12' 50" E for a distance of 319.76 feet to a point;
- 8) Thence S 3° 21' 21" E for a distance of 581.50 feet to a point on said north right of way line;

EXHIBIT A
LEGAL DESCRIPTION OF LEASED PROPERTY

9) Thence along said north right way line, along the arc of a curve to the left having the following properties:

Delta = $2^{\circ} 33' 46''$

Radius = 670.75

Tangent = 15.00

Chord = 30.00

Chord Bearing = S $86^{\circ} 23' 43''$ W for a distance of 30.00 feet to the True Place of Beginning and containing 25,594 square feet (0.5876 acres) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of James E. Karing, P.S. Number 7539, for Glaus, Pyle, Schomer, Burns and DeHaven, Inc. in May of 1998.

Basis of Bearing is True North

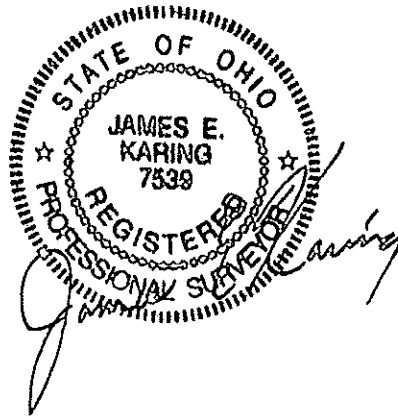


EXHIBIT A
LEGAL DESCRIPTION OF LEASED PROPERTY

UTILITY EASEMENT

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio, Township 5 North, Range 14 West and known as being a part of Original Strongsville Township Lot 97, also known as being a portion of a parcel of land conveyed to City of Strongsville as recorded in Deed Book 13378, Page 855 of said County's records, and being further bounded and described as follows:

Commencing at a 1/2 inch rebar found in a monument box at the southwest corner of Original Strongsville Township Lot 84 and the southeast corner of Original Strongsville Township Lot 97 and also being on a tangent line of a curve for the centerline of Lunn Road (60' wide), thence along said tangent line and south line of said Lot 84, N 89° 01' 05" E for a distance of 30.73 feet to a point, thence N 3° 21' 21" W for a distance of 28.47 feet to a point on the north right of way line of said Lunn Road, thence N 3° 21' 21" W for a distance of 581.78 feet to a point, thence N 16° 52' 46" E for a distance of 45.85 feet to a point, thence N 2° 12' 50" W for a distance of 278.24 feet to a point, thence along the arc of a curve to the left having the following properties:

Delta = 63° 15' 36"

Radius = 174.03

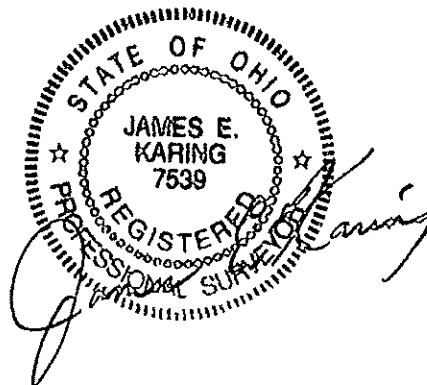
Tangent = 107.19

Chord = 182.54

Chord Bearing = N 34° 03' 45" W for a distance of 192.15 feet to a point, thence S 24° 17' 55" W for a distance of 28.84 feet to a 5/8 inch rebar with cap GPD set, said rebar set being the True Place of Beginning of the parcel of land hereinafter described, thence clockwise along the following four (4) courses and distances:

- 1) Thence S 16° 42' 47" W for a distance of 131.16 feet to a point on the north face of the existing recycling building;
- 2) Thence along said north building face, N 67° 00' 33" W for a distance of 10.61 feet to a point;
- 3) Thence N 16° 40' 56" E for a distance of 131.41 feet to a point;
- 4) Thence S 65° 42' 05" E for a distance of 10.71 feet to the True Place of Beginning and containing 1,389 (0.0319 acres) of land, more or less, and subject to all easements, restrictions and covenants of record as surveyed under the supervision of James E. Karing, P.S. Number 7539, for Glaus, Pyle, Schomer, Burns and DeHaven, Inc. in May of 1998.

Basis of Bearing is True North



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 174

By: Mayor Perciak and All Members of Council

**AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES
THE LOT SPLIT PLAT OF MARKS ROAD PROPERTY, LTD, FOR
PERMANENT PARCEL NO. 394-07-001, LOCATED AT 17607
MARKS ROAD, AND DECLARING AN EMERGENCY.**

WHEREAS, the lot split plat of Permanent Parcel No. 394-07-001, located at 17607 Marks Road, and known as Marks Road Property, Ltd, is being submitted to this Council for review pursuant to Title Four of Part Twelve of the Codified Ordinances of the City of Strongsville, a copy of such plat is attached hereto as Exhibit A, and incorporated herein; and

WHEREAS, the Codified Ordinances of the City and the minimum standards for improvements required for the subdivision of land adopted therein require the installation of sanitary sewers to certain specifications unless a deviation from those standards is approved by the Planning Commission pursuant to C.O. Section 1228.01(i); and

WHEREAS, Marks Road Property, Ltd, the owner of Permanent Parcel No. 394-07-001, located at 17607 Marks Road, and zoned General Industrial (GI) and Townhouse-Cluster (RT-C), submitted the lot split plat to the Planning Commission of the City of Strongsville, and has requested a deviation to permit a subdivision without sanitary sewers; and the Planning Commission approved the subdivision and the requested deviation on October 24, 2024; and

WHEREAS, the Engineer of the City of Strongsville has reviewed the plat and documents, finds them in good order and has approved them and, therefore, has recommended to the Planning Commission and this Council that this lot split plat be approved for recording purposes, and that the deviation from minimum standards requested be given favorable consideration; and

WHEREAS, this Council desires to approve the aforesaid lot split plat for recording purposes.

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

Section 1. That this Council hereby finds and determines that the lot split plat of Permanent Parcel No. 394-07-001, located at 17607 Marks Road, and known as Marks Road Property, Ltd, without sanitary sewers, as shown on Exhibit A attached hereto and incorporated herein as if fully rewritten, will be equally as effective, safe, adequate and desirable as the improvement would be under such standards, and that the improvement under the proposed deviation will perform the same function as and have a life of usefulness equal to the improvement made pursuant to such standards; the strict application of the minimum standards to improvements which are under construction or which have been fully planned and contracted for at the time this section became effective would cause extreme undue hardship or practical difficulty; and that such deviation will be in harmony with the general purpose and intent of the minimum subdivision standards and will not interfere with the public health, safety or general welfare.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 174

Page 2

Section 2. That a deviation in minimum subdivision standards for the purposes of subdividing Permanent Parcel No. 394-07-001, without sanitary sewers, as shown on Exhibit A, be and is hereby approved.

Section 3. That, pursuant to the provisions of C.O. Section 1228.01(i), this Council hereby confirms the deviation from the minimum standards for improvements required for the subdivision of these lands approved by the Planning Commission on October 24, 2024.

Section 4. That the Council of the City of Strongsville does hereby approve the subdivision plat of the Marks Road Property, Ltd Subdivision, submitted by the agent for Marks Road Property, Ltd, the owner of Permanent Parcel No. 394-07-001, as set out in attached Exhibit A, for recording purposes.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville. 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	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2024-174 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

MEMORANDUM

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

FROM: Mitzi Anderson, Administrator Boards & Commissions

SUBJECT: Referrals to Council

DATE: October 25, 2024

Please be advised that at its Meeting of October 24, 2024, the Strongsville Planning Commission gave a Favorable Recommendation's to the following:

1) **MARKS ROAD PROPERTY LTD (OWNER), Loudan Klein, Agent**

Parcel Split/Subdivision of PPN 394-07-001, property located at 17607 Marks Road, zoned RT-C – Townhouse Cluster and GI – General Industrial * *BZA Approval for Frontage Variance 9-25-24*

2) **AT & T MOBILITY (OWNER), Timothy Monsour, Agent**

- a) Approval of a Certificate of Appropriateness Pursuant to Codified Ordinance Section 1212.07 to permit the replacement of antennas and related equipment for the existing cellular facility on the water tower for AT & T Mobility, property located at 18778 Royalton Road, PPN 396-10-014, zoned PF – Public Facility
- b) Site Plan approval for the replacement of antennas on the existing water tower and related equipment for the existing cellular facility for AT & T Mobility, property located at 18778 Royalton Road, PPN 396-10-014, zoned PF - Public Facility

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 175

By: Mayor Perciak and All Members of Council

A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR THE REPLACEMENT OF ANTENNAS AND RELATED EQUIPMENT ON AN EXISTING TELECOMMUNICATIONS TOWER ON CITY-OWNED PROPERTY LOCATED AT 18778 ROYALTON ROAD (PPN 396-10-014) IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, AT&T Mobility, through its agent, has submitted a final site plan to the Planning Commission for approval of replacement of antennas and related equipment on an existing telecommunications tower located at 18778 Royalton Road (PPN 396-10-014) on City-owned property zoned Public Facilities; and

WHEREAS, the Commission approved said final site plan at its meeting of October 24, 2024.

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

Section 1. That this Council does hereby confirm the approval of the City's Planning Commission of the final site plan submitted by AT&T Mobility, for replacement of antennas and related equipment on an existing telecommunications tower located at 18778 Royalton Road (PPN 396-10-014), on City-owned property zoned Public Facilities.

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

Section 3. That this Resolution is hereby declared to be an emergency measure 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 ensure continuous and proper operation and maintenance of the telecommunications towers and appurtenances located within the City, and to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2024 – 175
Page 2

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

Attest: _____
Clerk of Council

Res Ord. No. 2024-175 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

MEMORANDUM

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

FROM: Mitzi Anderson, Administrator Boards & Commissions

SUBJECT: Referrals to Council

DATE: October 25, 2024

Please be advised that at its Meeting of October 24, 2024, the Strongsville Planning Commission gave a Favorable Recommendation's to the following:

1) **MARKS ROAD PROPERTY LTD (OWNER), Loudan Klein, Agent**

Parcel Split/Subdivision of PPN 394-07-001, property located at 17607 Marks Road, zoned RT-C – Townhouse Cluster and GI – General Industrial * *BZA Approval for Frontage Variance 9-25-24*

2) **AT & T MOBILITY (OWNER), Timothy Monsour, Agent**

- a) Approval of a Certificate of Appropriateness Pursuant to Codified Ordinance Section 1212.07 to permit the replacement of antennas and related equipment for the existing cellular facility on the water tower for AT & T Mobility, property located at 18778 Royalton Road, PPN 396-10-014, zoned PF – Public Facility
- b) Site Plan approval for the replacement of antennas on the existing water tower and related equipment for the existing cellular facility for AT & T Mobility, property located at 18778 Royalton Road, PPN 396-10-014, zoned PF - Public Facility

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 176

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR IMPROVEMENTS TO WASTEWATER TREATMENT PLANTS B & C, IN THE CITY OF STRONGSVILLE IN CONNECTION WITH THE WASTEWATER TREATMENT PLANTS REHABILITATION PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Resolution No. 2024-123, the City advertised and received bids for necessary improvements to the Wastewater Treatment Plants B & C, in connection with the Wastewater Treatment Plants Rehabilitation Project; and

WHEREAS, by and through Ordinance No. 2024-166, the City has applied for a loan from the Water Pollution Control Loan Fund with the Ohio Environmental Protection Agency and the Ohio Water Development Authority to finance the costs of this Project; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract for such services and equipment, contingent upon being approved for a loan from the Water Pollution Control Loan Fund.

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

Section 1. That this Council hereby finds and determines that the bid submitted by **THE GREAT LAKES CONSTRUCTION CO.** for necessary improvements to the Wastewater Treatment Plants B & C, in connection with the Wastewater Treatment Plants Rehabilitation Project, consisting of replacing biological treatment equipment (RBCs), replacing tertiary filtration equipment, replacing raw sewerage pumps, process piping and valves, together with related appurtenances, meets the specifications on file in the office of the Director of Public Service; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. All other bids for this contract are, therefore, hereby rejected.

Section 2. That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in the total amount of \$29,739,000.00 consistent with the Bidder's response for necessary improvements to the Wastewater Treatment Plants B & C, contingent upon being approved for a loan from the Water Pollution Control Loan Fund, and in a form approved by the Law Director.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Sanitary Sewer Fund, and any other state and/or local funds which may become available for such project.

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

such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize execution of said contract in order to provide for vital improvements to the City's Wastewater Treatment Plants B & C facilities, to repair and protect City-owned utilities and property, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2024-176 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 177

By: Mayor Perciak and All Members of Council

**A RESOLUTION GRANTING PERMISSION TO TRANSFER
CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE
STRONGSVILLE MUNICIPAL CEMETERY. [Baeslack]**

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

Section 1. That pursuant to Codified Ordinance Section 1060.09, and consistent with documentation presented to the City, Council hereby authorizes the Sexton to transfer the certificate for burial rights in the Strongsville Municipal Cemetery for Grave G, in Lot 10 of Section D, from William A. Baeslack, Jr. (deceased), to Barbara Ann Harrison; and further waives the City's right to repurchase such lots.

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.

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

Res. 2024-177
Ord. No. 2024-177 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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