



# City of Strongsville

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

November 14, 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 18, 2024**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road:***

**Caucus will begin at 6:45 p.m. All committees listed will meet immediately following the previous committee:**

### **6:45 P.M.**

**Public Service & Conservation Committee** will meet to discuss Ordinance Nos. 2024-136, 2024-178, 2024-179, 2024-180 and Resolution No. 2024-181.

**Planning, Zoning and Engineering Committee** will meet to discuss Ordinance No. 2024-182.

**Public Safety & Health Committee** will meet to discuss Resolution No. 2024-183.

**Recreation & Community Services Committee** will meet to discuss Resolution No. 2024-184.

**Finance Committee** will meet to discuss Ordinance Nos. 2024-164, 2024-165, 2024-169, 2024-185 and Resolution No. 2024-186.

**Communications & Technology Committee** will meet to discuss Ordinance No. 2024-187.

*A motion will be made to approve the Finance Committee meeting minutes of October 28, 2024.*

### **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 18, 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 – November 4, 2024*
6. PUBLIC HEARING:
  - Ordinance No. 2024-136 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTIONS 1242.07(b)(10) AND 1258.06(a)(6), OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO UPDATE THE REGULATION OF CERTAIN ESTABLISHMENTS AS CONDITIONAL USE PERMITS IN CERTAIN DISTRICTS, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 09-16-24. Favorable recommendation by the Planning Commission 09-26-24. Second reading 10-07-24. Public hearing 11-18-24.*
7. APPOINTMENTS, CONFIRMATIONS AWARDS AND RECOGNITION:
8. 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

9. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:

- MAYOR PERCIAK:
- FINANCE DEPARTMENT:
- LAW DEPARTMENT:

10. AUDIENCE PARTICIPATION:

11. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2024-136 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTIONS 1242.07(b)(10) AND 1258.06(a)(6), OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO UPDATE THE REGULATION OF CERTAIN ESTABLISHMENTS AS CONDITIONAL USE PERMITS IN CERTAIN DISTRICTS, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 09-16-24. Favorable recommendation by the Planning Commission 09-26-24. Second reading 10-07-24. Public hearing 11-18-24.*
- 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. Second reading 11-04-24.*
- 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. Second reading 11-04-24.*
- 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. *First reading 11-04-24.*
- Ordinance No. 2024-178 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF A CERTAIN OBSOLETE AND SURPLUS VEHICLE NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.

- Ordinance No. 2024-179 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-180 by Mayor Perciak and All Members of Council. AN ORDINANCE WAIVING APPLICATION OF CERTAIN RETAINAGE PAYMENT REQUIREMENTS UNDER STRONGSVILLE CODIFIED ORDINANCES SECTION 210.02 AND PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND GREAT LAKES CONSTRUCTION CO., IN CONNECTION WITH THE WESTWOOD LIFT STATION REHABILITATION PROJECT; AUTHORIZING THE MAYOR, PUBLIC SERVICE DIRECTOR AND DIRECTOR OF FINANCE TO RELEASE A PORTION OF THE CURRENT RETAINAGE, AND DECLARING AN EMERGENCY.
- Resolution No. 2024-181 by Mayor Perciak and All Members of Council. A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Laub]
- Ordinance No. 2024-182 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 (FINAL) FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND SET IN STONE CONTRACTING, LLC, IN CONNECTION WITH THE 2024 PAVEMENT RECONSTRUCTION PROGRAM, AND DECLARING AN EMERGENCY.
- Resolution No. 2024-183 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING TWO DONATIONS OF \$1,000.00 EACH FROM SWAGELOK COMPANY TO THE CITY OF STRONGSVILLE TO BE USED FOR EDUCATION AND TRAINING FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS.
- Resolution No. 2024-184 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING A DONATION OF MONEY FROM THE STRONGSVILLE HISTORICAL SOCIETY, TO BE USED IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE.
- Ordinance No. 2024-185 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2024 AND REPEALING ORDINANCE NUMBER 2024-140.
- Resolution No. 2024-186 by Mayor Perciak and All Members of Council. A RESOLUTION REPEALING RESOLUTION NO. 2024-141 IN ORDER TO UPDATE THE TAX RATES OUTSIDE OF THE TEN MILL LIMIT FOR THE CITY'S GENERAL FUND, AND FURTHER ACCEPTING THE UPDATED AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER, AND DECLARING AN EMERGENCY.



- Ordinance No. 2024-187 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS, INC., IN CONNECTION WITH THE SOUTHWEST EMERGENCY DISPATCH CENTER'S DISPATCHING RADIO CONSOLES AND RELATED SOFTWARE, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

12. COMMUNICATIONS, PETITIONS AND CLAIMS:

Application for Permit: **NEW - D5:** To: Abanoub12 Co.; **DBA: Bergerfi**, 14375 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 11/29/2024).

Application for Permit: **NEW - D5B:** To: Kyuramen Strongsville LLC; **DBA: Kyuramen**, 96 Southpark Center Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 12/02/2024).

13. MISCELLANEOUS BUSINESS:

14. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 136

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTIONS 1242.07(b)(10) and 1258.06(a)(6), OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO UPDATE THE REGULATION OF CERTAIN ESTABLISHMENTS AS CONDITIONAL USE PERMITS IN CERTAIN DISTRICTS, AND DECLARING AN EMERGENCY.

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

**Section 1.** That Section 1242.07(b)(10) of Chapter 1242 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville concerning Conditional Use Permits, be and is hereby amended to read as follows:

**1242.07 CONDITIONAL USE PERMITS.**

\* \* \*

(b) Standards for Evaluating Conditional Use Permits. An application for a conditional use permit shall not be approved unless the following conditions and standards are complied with as set forth for the following districts:

\* \* \*

(10) Pawn Shops, Paraphernalia Stores, Vape Shops, Vaporizer Stores, ~~Tattoo Parlors~~, Hookah Lounges, Smoke Lounges, and Vapor Lounges. In addition to complying with all other requirements of this Zoning Code, these uses shall comply with the following requirements and standards:

- A. No such use shall be established or operated within 500 feet of a school.
- B. No such use shall be established or operated within 500 feet of an existing use of the same specific type.
- C. No such use shall be operated or open for business between the hours of 12:00 midnight and 8:00 a.m.

(11) Safeguards and conditions. In addition to complying with the above general standards set forth in this section, conditions appropriate to each particular application may also be set forth in the permit.

(12) Approval. The approval of a conditional use permit shall become null and void if the construction of the building or site improvements are not started within a six-month period after date of approval.

~~(Ord. 2016-158. Passed 11-21-16.)~~

\* \* \*

**Section 2.** That Section 1258.06(a)(6) of Chapter 1258 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville concerning Use Regulations; Restaurant-Recreational Services District, be and is hereby amended to read as follows:

**1258.06 USE REGULATIONS; RESTAURANT-RECREATIONAL SERVICES DISTRICT.**

Buildings and land shall be used and buildings shall be designed, erected, altered, moved or maintained in whole or in part in Restaurant-Recreational Services Districts only for the uses set forth in the following schedules and regulations:

- (a) Main Buildings and Uses Permitted.

\* \* \*

- (6) ~~Tattoo parlors, h~~Hookah lounges, smoke lounges, vapor lounges, or other similar services, provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code.

\* \* \*

~~(Ord. 2016-158. Passed 11-21-16.)~~

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is necessary to provide for the appropriate regulation of certain establishments as conditional permitted uses in certain districts, and to ensure the safety of the general public. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: September 16, 2024

Second reading: October 7, 2024

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

Public Hearing: November 18, 2024

Referred to Planning Commission

September 17, 2024  
Favorable recommendation by  
Approved: Planning Commission  
September 24, 2024

\_\_\_\_\_  
President of Council

Date Passed: \_\_\_\_\_

Approved: \_\_\_\_\_  
Mayor

Date Approved: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2024 – 136  
Page 3

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

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

Ord. No. 2024-136 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. 09-16-24 Ref: PC / P2E  
2<sup>nd</sup> Rdg. 10-07-24 Ref: P2E  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. 11-18-24 Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



**CITY OF STRONGSVILLE**  
**OFFICE OF THE COUNCIL**

**MEMORANDUM**

---

**TO:** Mitzi Anderson, Administrator to Boards & Commissions  
**FROM:** Marialena Beach, Council Secretary  
**DATE:** September 17, 2024  
**SUBJECT:** Referral from Council: Ordinance No. 2024-136

---

At its regular meeting of September 16, 2024, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2024-136 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTIONS 1242.07(b)(10) AND 1258.06(a)(6), OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO UPDATE THE REGULATION OF CERTAIN ESTABLISHMENTS AS CONDITIONAL USE PERMITS IN CERTAIN DISTRICTS, AND DECLARING AN EMERGENCY.

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

MB  
Attachments

## **MEMORANDUM**

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

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

**SUBJECT:** Referral to Council

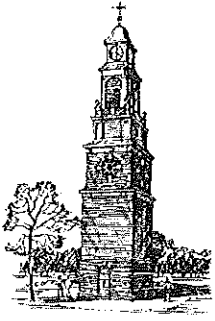
**DATE:** September 30, 2024

---

Please be advised that at its meeting of September 26, 2024, the Strongsville Planning Commission gave a Favorable Recommendation to the following;

### **ORDINANCE NO. 2024-136**

An Ordinance Amending Sections 1242.07 (b)(10) and 1258.06 (a)(6), of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville in Order to Update the Regulation of Certain Establishments as Conditional Use Permits in Certain Districts, and Declaring an Emergency.



# City of Strongsville

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

## Legal Advertisement

### 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

### CITY OF STRONGSVILLE, OHIO

### NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be conducted by the Council of the City of Strongsville on **Monday, November 18, 2024 at 7:00 p.m., current time**, in the Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road, Strongsville, Ohio, upon the following Ordinance, which has been introduced in and is currently pending before the Council, entitled:

- Ordinance No. 2024-136 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTIONS 1242.07(b)(10) AND 1258.06(a)(6), OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO UPDATE THE REGULATION OF CERTAIN ESTABLISHMENTS AS CONDITIONAL USE PERMITS IN CERTAIN DISTRICTS, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 09-16-24. Favorable recommendation by the Planning Commission 09-26-24. Second reading 10-07-24. Public hearing 11-18-24.*

This ordinance is on file in the office of the Clerk of Council at the Strongsville Service Center, 16099 Foltz Parkway, Strongsville, Ohio, for public inspection.

Any person desiring to be heard on the subject of the proposed ordinance, or who may wish to object thereto, may appear at the time and place set forth above.

**BY ORDER OF THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO:**

Aimee Pientka, MMC  
Clerk of Council

### Editor's Note:

To be published in The Post Newspaper  
**October 12, 2024 and October 19, 2024**

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 164

By: Mayor Perciak and All Members of Council

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

<hr/>		Approved: <hr/>	
President of Council		Mayor	
Date Passed: <hr/>		Date Approved: <hr/>	
	<u>Yea</u>	<u>Nay</u>	Attest: <hr/>
			Clerk of Council
Carbone	<hr/>	<hr/>	Ord. No. <u>2024-164</u>
Clark	<hr/>	<hr/>	Amended: <hr/>
Kaminski	<hr/>	<hr/>	1 <sup>st</sup> Rdg. <u>10-21-24</u>
Kosek	<hr/>	<hr/>	Ref: <u>Finance</u>
Roff	<hr/>	<hr/>	2 <sup>nd</sup> Rdg. <u>11-04-24</u>
Short	<hr/>	<hr/>	Ref: <u>Finance</u>
Spring	<hr/>	<hr/>	3 <sup>rd</sup> Rdg. <hr/>
			Ref: <hr/>
			Public Hrg. <hr/>
			Ref: <hr/>
			Adopted: <hr/>
			Defeated: <hr/>

**EXHIBIT A**  
**THE PROPERTY**

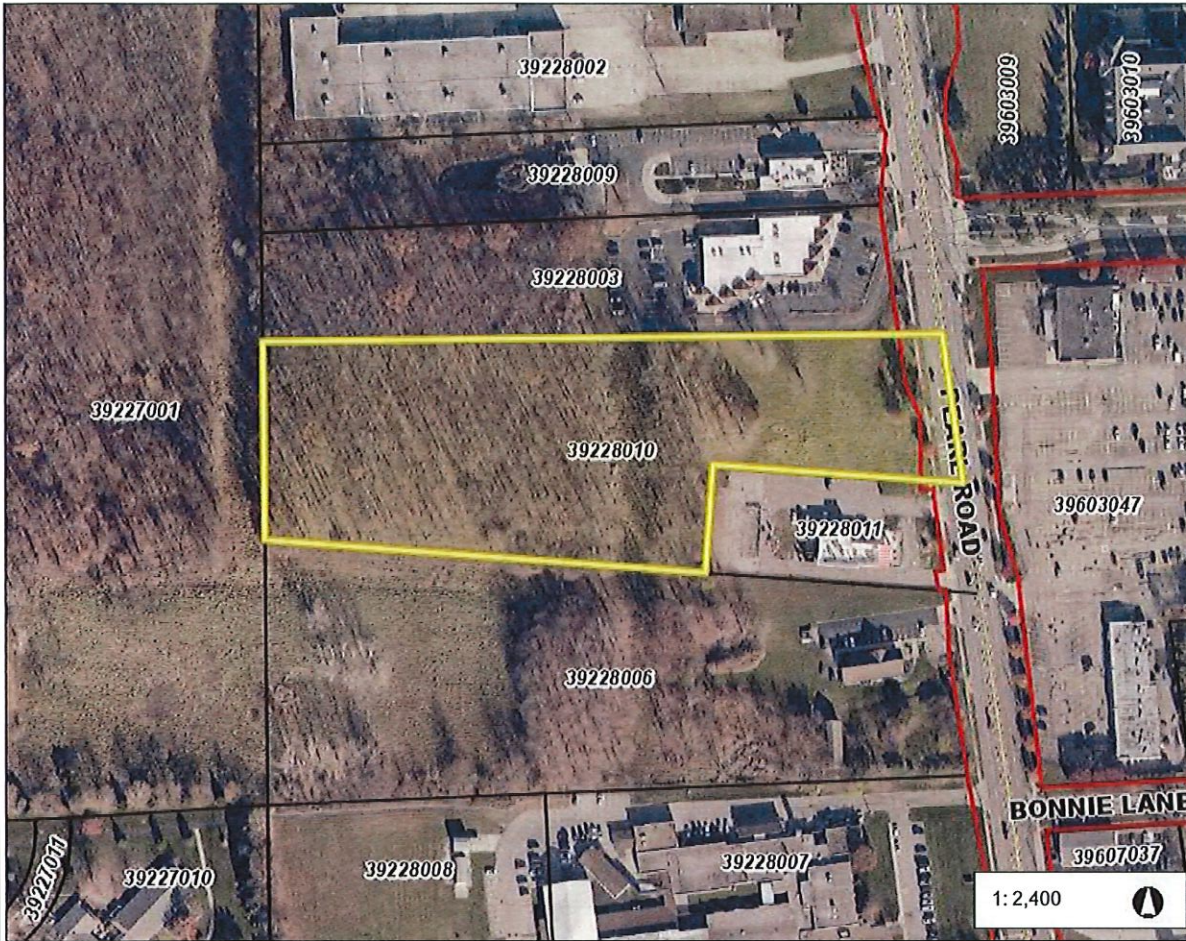
**CITY OF STRONGSVILLE**  
**PEARL V TIF Parcel Numbers**

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





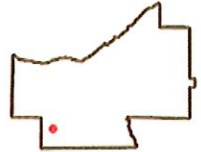
## Cuyahoga County GIS Viewer



400 0 200 400 Feet

Projection:  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

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



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

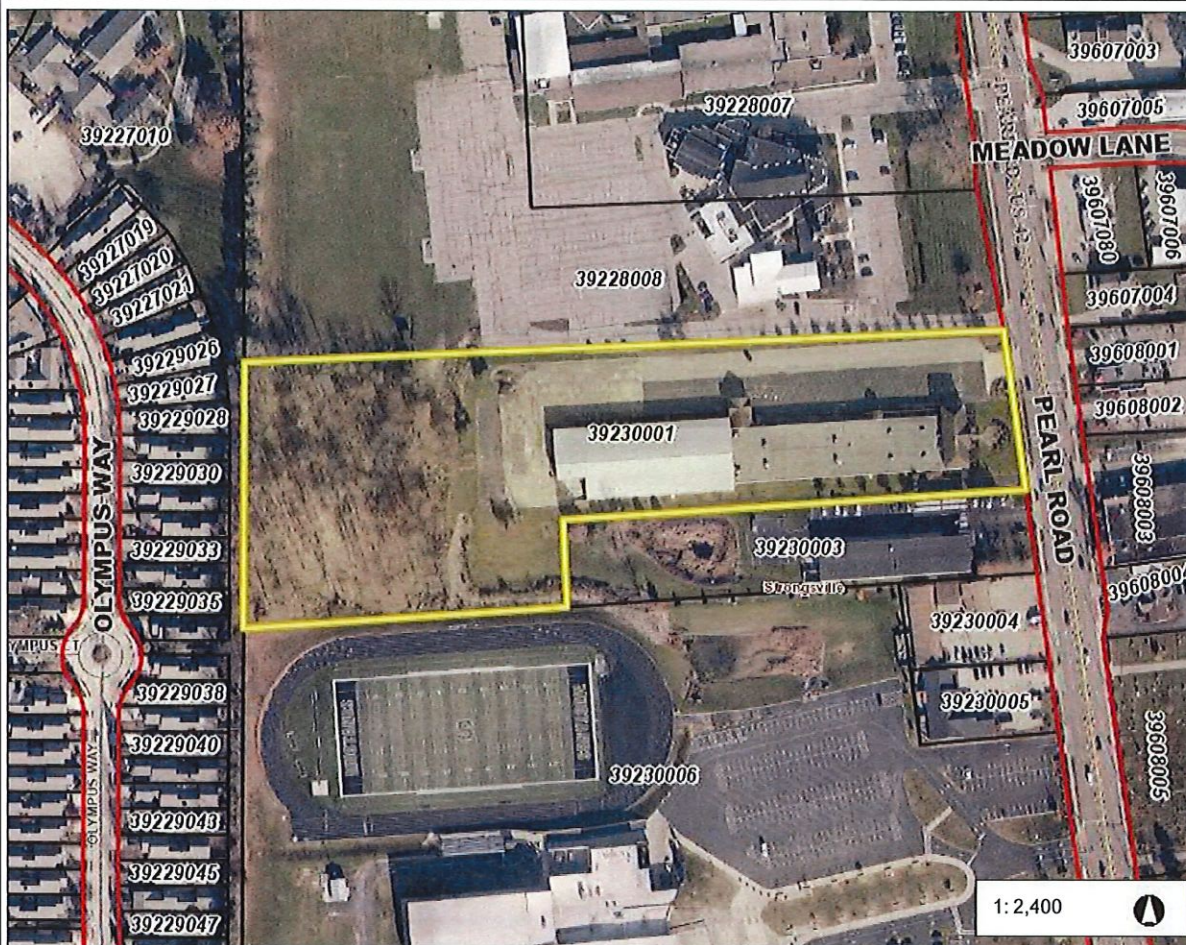


Date Created: 9/16/2024

### Legend

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

Valley Storage  
PPN 392-30-001



400 0 200 400 Feet

Projection:  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

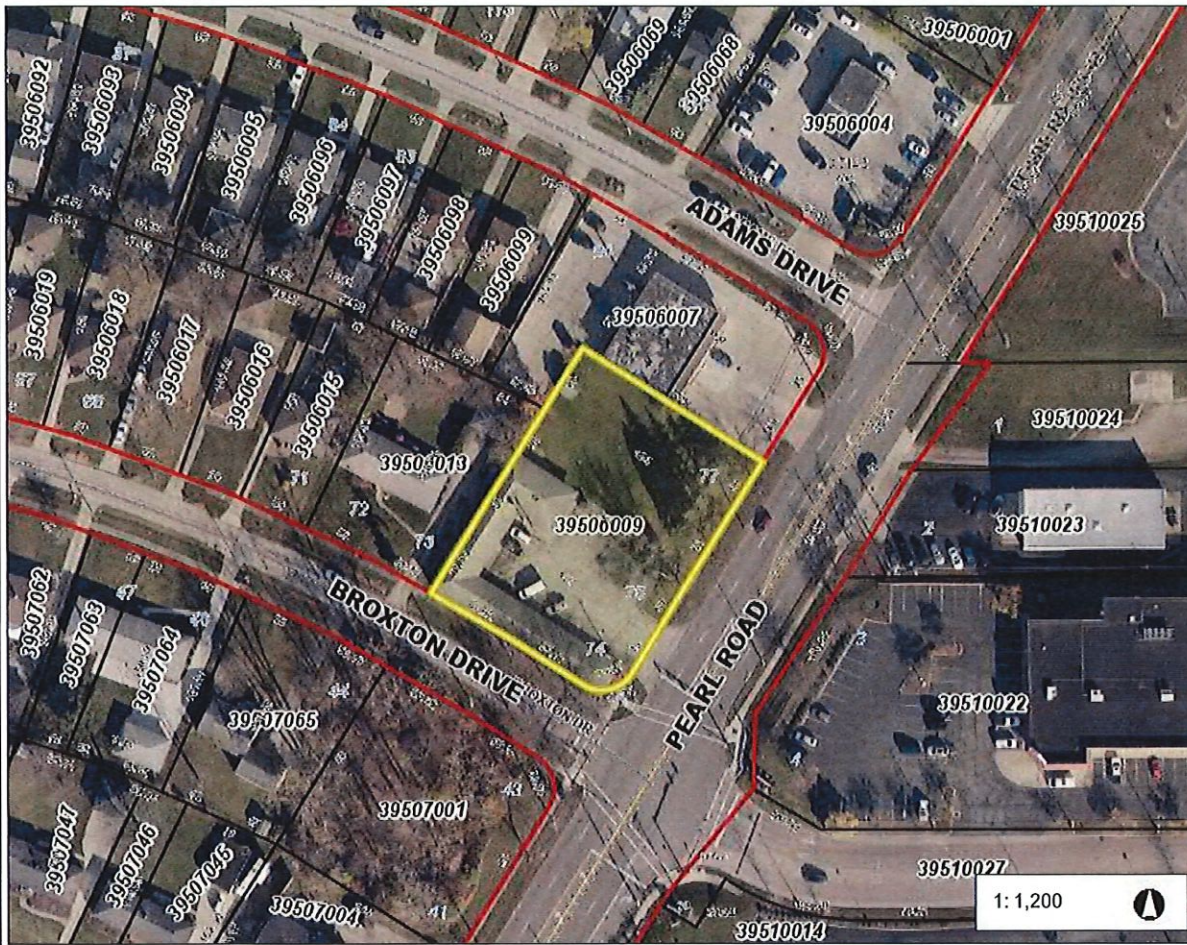
This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
THIS MAP IS NOT TO BE USED FOR NAVIGATION

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





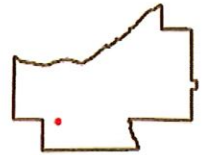
## Cuyahoga County GIS Viewer



200 0 100 200 Feet

Projection:  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

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



Date Created: 9/16/2024

### Legend

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

Dunkin'  
PPN 395-06-009

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





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

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





## Cuyahoga County GIS Viewer

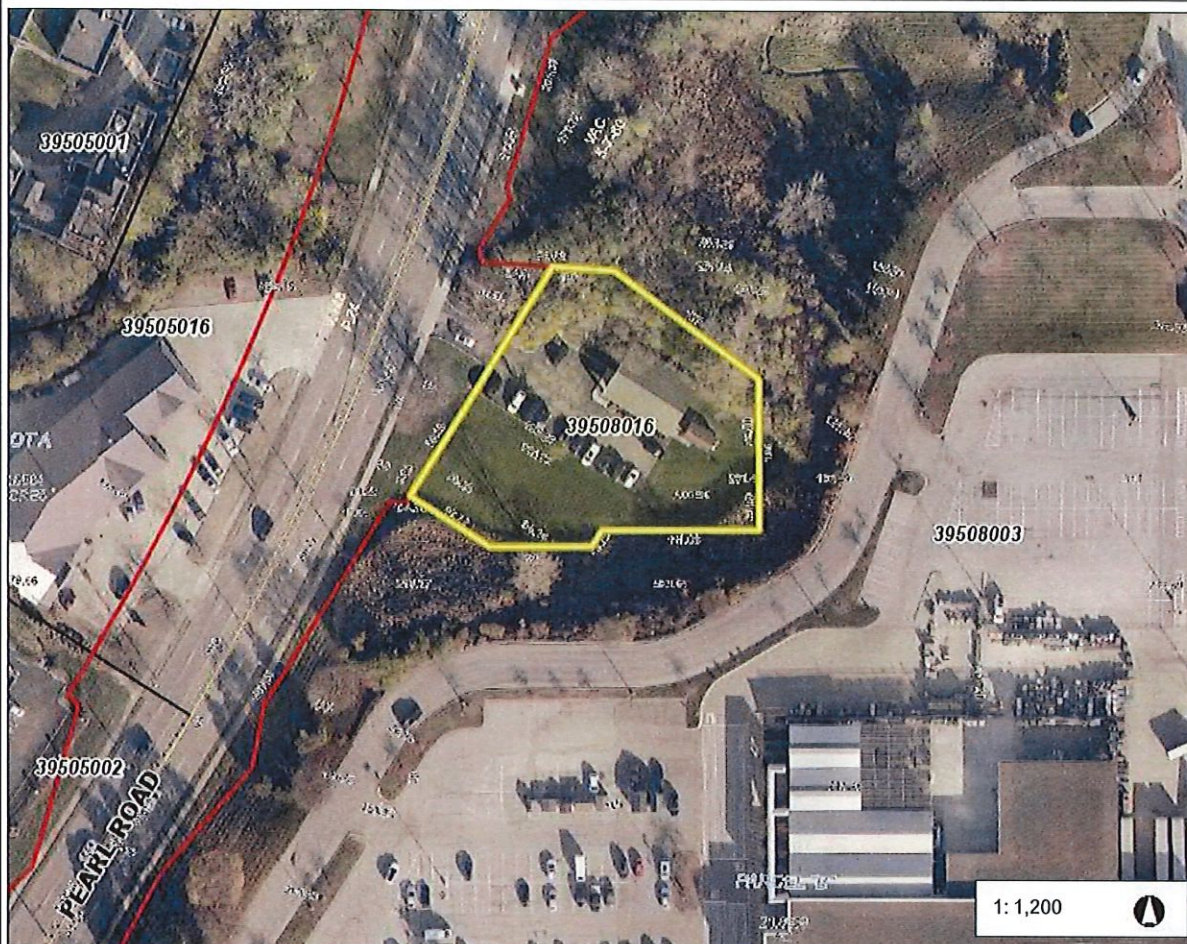


Date Created: 9/16/2024

### Legend

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

Ta-Check  
Financial  
PPN 395-08-016



200 0 100 200 Feet

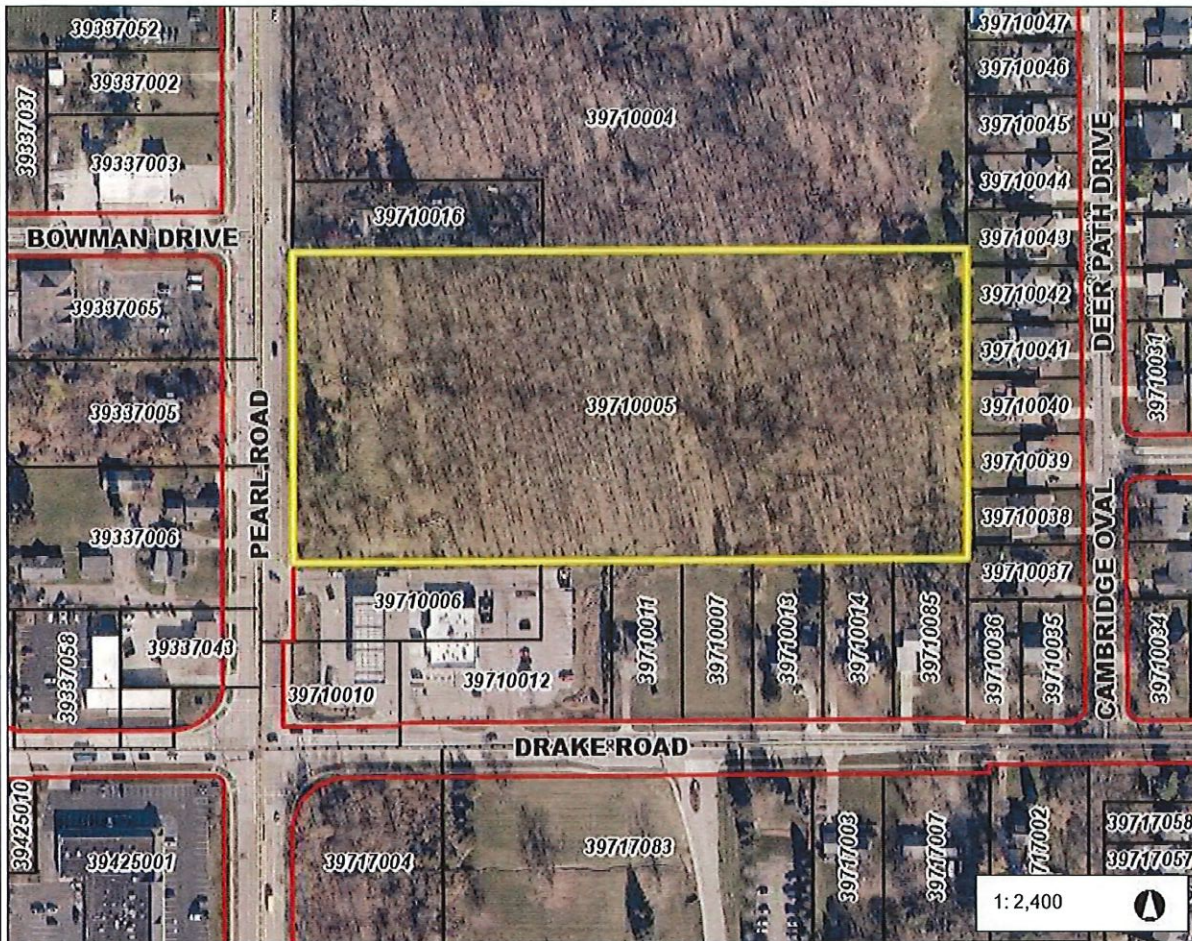
Projection:  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

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

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



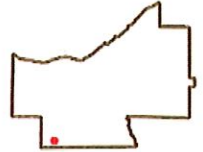
# Cuyahoga County GIS Viewer



400 0 200 400 Feet

Projection:  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

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



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: \_\_\_\_\_  
1<sup>st</sup> Rdg. 10-21-24 Ref: Finance  
2<sup>nd</sup> Rdg. 11-04-24 Ref: Finance  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**EXHIBIT A**  
**THE PROPERTY**

**CITY OF STRONGSVILLE**  
**SHEETZ 82 TIF Parcel Numbers**

399-02-013



## Cuyahoga County GIS Viewer



Date Created: 9/16/2024

### Legend

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

Sheetz

PPN 399-02-013



200 0 100 200 Feet

Projection:  
WGS\_1984\_Web\_Mercator\_Auxiliary\_Sphere

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

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



## **EXHIBIT B**

### **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 130<sup>th</sup> and Royalton Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iv) the widening of and other improvements to Progress Drive from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (v) the widening of and other improvements to Drake, Shurmer and Lunn Roads from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,

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

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2024 - 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:

General Fund - 101					
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

Special Revenue Funds - 200					
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

Debt Service Funds - 300					
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	<b>Total Capital Project Funds</b>	<b>\$ -</b>	<b>\$ 17,408,485.00</b>	<b>\$ -</b>	<b>\$ 17,408,485.00</b>

**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	<b>Total Internal Service Funds</b>	<b>\$ 8,202,500.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,202,500.00</b>

<b>Grand Total All Funds</b>	<b>\$ 56,999,597.00</b>	<b>\$ 88,047,405.00</b>	<b>\$ 20,981,289.00</b>	<b>\$ 166,028,291.00</b>
------------------------------	-------------------------	-------------------------	-------------------------	--------------------------

**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
<b>Total Transfers</b>	<b>\$ 20,981,289.00</b>
 Camden Woods TIF fund to General Fund	 9,500.00
<b>Total Advance and Advance Repayments</b>	<b>\$ 9,500.00</b>
<b>Total Transfers, Advances and Advance Repayments</b>	<b>\$ 20,990,789.00</b>

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. 11-04-24 Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2 of 2 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
<b>Total General Fund</b>		<b>\$ 18,460,934.00</b>	<b>\$ 10,948,578.00</b>	<b>\$ 20,981,289.00</b>	<b>\$ 50,390,801.00</b>
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
<b>Total Special Revenue Funds</b>		<b>\$ 28,383,713.00</b>	<b>\$ 16,959,402.00</b>	<b>\$ -</b>	<b>\$ 45,343,115.00</b>

**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
	<b>Total Debt Service</b>	<b>\$ -</b>	<b>\$ 6,119,340.00</b>	<b>\$ -</b>	<b>\$ 6,119,340.00</b>
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	-	-	-	-
	<b>Total Capital Projects</b>	<b>\$ -</b>	<b>\$ 17,408,485.00</b>	<b>\$ -</b>	<b>\$ 17,408,485.00</b>
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
	<b>Total Sanitary Sewer</b>	<b>\$ 1,952,450.00</b>	<b>\$ 36,611,600.00</b>	<b>\$ -</b>	<b>\$ 38,564,050.00</b>
661000	Health Insurance Reserve	-	7,662,500.00	-	7,662,500.00
664000	Workers Compensation Reserve	-	540,000.00	-	540,000.00
	<b>Total Internal Service</b>	<b>\$ -</b>	<b>\$ 8,202,500.00</b>	<b>\$ -</b>	<b>\$ 8,202,500.00</b>
	<b>GRAND TOTAL</b>	<b>\$ 48,797,097.00</b>	<b>\$ 96,249,905.00</b>	<b>\$ 20,981,289.00</b>	<b>\$ 166,028,291.00</b>



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 178

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF A CERTAIN OBSOLETE AND SURPLUS VEHICLE NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.**

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

**Section 1.** That this Council finds that the Service Department of the City of Strongsville has an obsolete and surplus vehicle, as described in Exhibit A, a copy of which is attached hereto and incorporated herein by reference, which is unfit for public use by reason of obsolescence or as a surplus item, and is no longer needed for any municipal purpose; and further finds that it will be in the best interests of the City that such vehicle be sold at a public auction.

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

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

**Section 4.** That any proceeds of sale shall be deposited into the Sanitary Sewer Fund; and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the Sanitary Sewer Fund.

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

**Section 6.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate sale of such obsolete and surplus vehicle is necessary in order to provide needed storage space for the Service Department, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2024 – 178  
Page 2

\_\_\_\_\_  
President of Council

Date Passed: \_\_\_\_\_

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

Approved: \_\_\_\_\_  
Mayor

Date Approved: \_\_\_\_\_

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

Ord. No. 2024-178 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

## Obsolete Parts/Equipment to Auto Auction

<u>Description</u>	<u>Serial #</u>
Ford F250 City ID-208	1FTSX21R68EE57309

**EXHIBIT A**

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2024 – 179**

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

**AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.**

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

**Section 1.** That this Council finds that the Service Department of the City of Strongsville is in possession of certain vehicles, equipment and materials, which are obsolete, surplus, have little monetary value, and are no longer needed for any municipal purpose, as more particularly described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference, and further finds, therefore, that it will be in the best interest of the City that such property be sold by public internet auction through **GOVDEALS**.

**Section 2.** That pursuant to Ohio Revised Code Section 721.15, the City is authorized to sell or dispose of property by internet auction; and that, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized to dispose of such obsolete tangible property identified in Exhibit "A" and to perform all acts required in furtherance thereof.

**Section 3.** That the Director of Finance and the Mayor, therefore, are authorized to retain the services of **GOVDEALS** to effectuate the sale of such obsolete property by internet auction through an appropriate user agreement between the City and GovDeals, and in a form to be approved by the Law Director; and that the Director of Finance, Mayor and the Director of Public Service be and are further authorized and directed to execute all documents and perform all acts required to complete the sale of such obsolete and unneeded property by public internet auction.

**Section 4.** That the public internet auction will be conducted through GovDeals in accordance with its rules, regulations and procedures, including listing of the obsolete and unneeded property for sale by auction to the public on the internet. That as required by law, the property will be listed for ten (10) days, including Saturdays, Sundays and legal holidays.

**Section 5.** That the net proceeds of the operation of this Ordinance shall be deposited into the Street Construction, Maintenance & Repair Fund; and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the Street, Construction, Maintenance & Repair Fund.

**Section 6.** 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 – 179

Page 2

**Section 7.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate sale of such obsolete and unneeded municipal property is necessary in order to provide necessary storage space for the Service Department, to enable the Department to replace obsolete equipment, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Date Passed: \_\_\_\_\_

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

Approved: \_\_\_\_\_  
Mayor

Date Approved: \_\_\_\_\_

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

Ord. No. 2024-179 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



## Obsolete Parts/Equipment to Gov Deals

<u>Description</u>	<u>Serial #</u>
Makita G6100 R Generator	1010610
Makita G6100 R Generator	1002934
4" trash pump	N/A
International 2.5 Ton Dump #797	1HTGMADR4VH481920
International 2.5 Ton Dump #997	1HTGMADR8VH481919

*Service*

**EXHIBIT A**

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2024 – 180**

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

**AN ORDINANCE WAIVING APPLICATION OF CERTAIN  
RETAINAGE PAYMENT REQUIREMENTS UNDER  
STRONGSVILLE CODIFIED ORDINANCES SECTION 210.02  
AND PROVISIONS OF THE CONTRACT BETWEEN THE CITY  
OF STRONGSVILLE AND GREAT LAKES CONSTRUCTION  
CO., IN CONNECTION WITH THE WESTWOOD LIFT  
STATION REHABILITATION PROJECT; AUTHORIZING THE  
MAYOR, PUBLIC SERVICE DIRECTOR AND DIRECTOR OF  
FINANCE TO RELEASE A PORTION OF THE CURRENT  
RETAINAGE, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ordinance No. 2022-185, Council authorized the Mayor to enter into a contract with Great Lakes Construction Co. ("Great Lakes") for necessary improvements to the Westwood Lift Station located at 14600 Westwood Drive, in connection with the Westwood Lift Station Rehabilitation Project (the "Project"), in the amount of \$2,634,000.00; and

WHEREAS, by and through Ordinance Nos. 2024-092 and 2024-143, the City, through the Public Service Director, and as recommended by the City's Construction Manager, MS Consultants, Inc., determined it would be in the best interests of the City to approve various Change Order Nos. 1 and 2 to include as a part of the Project certain changes in the work performed on the Project, including a time extension, additional work arising from unforeseen circumstances, extra work performed as requested by the City and other conditions, all required for the Project to continue, in the total amount of \$681,494.53 for such change orders; and

WHEREAS, to date, the City has held as retainage for the entire Project the amount of \$221,715.92, arising from said contract in accordance with Strongsville Codified Ordinances ("SCO") Section 210.02; and

WHEREAS, SCO Section 210.02 specifically provides in part, "The Municipality will retain ten percent of the amount of the monthly estimates until final completion and acceptance of all work or delivery of all materials required by the contract. Such amounts will be retained by the Municipality as a guarantee that the contractor will faithfully and completely fulfill and execute all the obligations and conditions imposed by any such contract and to indemnify the Municipality for any damage caused to the Municipality by reason of any failure or breach on the part of the contractor to fulfill such conditions and obligations.", which provision is also part of and governs the contract between Great Lakes and the City; and

WHEREAS, The City's Construction Manager, MS Consultants, Inc. and the City's Public Service Director have now reviewed Great Lakes' request for payment of a portion of the retainage being held by the City, along with other documentation attached hereto collectively as Exhibit A, including the Affidavit and Certification of Great Lakes concerning status of payments to its subcontractors, materialmen and employees, the Affidavit of Compliance with regard to conformance with Prevailing Wages, and the Consent of the Surety to Reduction in or Partial Release of Retainage, and are accordingly recommending approval of the partial release of retainage at this time in the amount of \$198,303.92.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 180

Page 2

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 finds and determines that under the circumstances, it would be fair, equitable and in the best interests of the City to waive application of certain retainage provisions, in part, as contained in SCO 210.02 and as incorporated into the contract of the parties, in order to permit release of a portion of the retainage prior to final contract closeout and formal acceptance of all work on the project.

**Section 2.** That further, the Mayor, Public Service Director and Director of Finance are hereby authorized and empowered to do whatever is necessary to promptly release a portion of the retainage in the amount of \$198,303.92 to the contractor, Great Lakes, but specifically to continue to hold the remaining retainage in the amount of \$23,412.00, consistent with the requirements of SCO 210.02 and the contract, until all final requirements are met in accordance with the contract and law.

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for a partial release of the retainage in order to facilitate the contract and project closeout when necessary, to avoid potential legal entanglements, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

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

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

Ord. No. 2024-180 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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



STATE OF OHIO )  
 ) SS:  
COUNTY OF CUYAHOGA )

**AFFIDAVIT AND CERTIFICATION OF  
GREAT LAKES CONSTRUCTION COMPANY**

Affiant, being first duly sworn, deposes and state the following:

1. That he is and has been Vice President of Great Lakes Construction Company (Great Lakes), which previously entered into a Contract with the City of Strongsville ("City") in connection with the Westwood Lift Station Rehabilitation Project, on or about January 18, 2023.

2. That on or about October 31, 2024, Great Lakes files an Application with the City of Strongsville for release of ninety-eight percent (98%) of the retainage held by the City in connection with work performed under the Contract.


3. The Affiant has been advised by the City that the Application must be submitted to the City's Council for approval and waiver of certain provisions under the City's Ordinances and the Contract between the parties; and therefore, Affiant presents this Affidavit in the support to such Application.

4. That based upon review of Great Lakes records to date, Affiant states that all laborers, materialmen and subcontractors of the company have been paid for work and furnished by them to the company for the Project to the full extend that sums were due to said parties, and for which the company has previously received payment for work so furnished by said parties.

5. That further, Great Lakes is not aware of any mechanic's lien or other attested accounts having been filed by or presently threatened to be filed by an party having provided work, materials, or labor for the company, whether or not against the property or funds of the City as owner.

6. That Great Lakes is otherwise aware of any other type of claim having been asserted, filed or presented or otherwise pending against the City of Strongsville, as owner, in connection with the referenced project.

Further Affiant sayeth naught.

  
\_\_\_\_\_  
Jason M. Hebert, Vice President

SWORN TO BEFORE ME and subscribed in my presence this 8<sup>th</sup> day of November  
2024



SHEILA A KVALEC  
Notary Public  
State of Ohio  
My Comm. Expires  
May 3, 2025

  
\_\_\_\_\_  
Notary Public

EX. A

**AFFIDAVIT OF CONTRACTOR  
OR SUB-CONTRACTOR**

**PREVAILING WAGES**

I, JEFF TARNOWSKI VP of Finance  
(Name of person signing Affidavit) (Title)  
of the The Great Lakes Construction Co. do hereby certify that the wages paid to all  
Employees for the full number of hours worked in connection with the CONTRACT to:  
the Improvement, Repair and Construction of:  
Westwood Lift Station Rehabilitation Project  
(Project and Location)  
during the following period from 04-01-2024 to 10-31-2024  
is in accordance with the prevailing wage prescribed by the Contract Document.

I further certify that no rebates or deductions for any wages due any person have been  
directly or indirectly made other than those provided by law.

[Signature]  
(SIGNATURE OF THE OFFICER OR AGENT)

SWORN TO and subscribed in my presence this

11<sup>th</sup> day of November 2024



SHEILA A KVALEC  
Notary Public  
State of Ohio  
My Comm. Expires  
May 3, 2025

[Signature]  
(Notary Public)

The above Affidavit must be executed and sworn to by the Officer or Agent or the  
CONTRACTOR or SUBCONTRACTOR who supervises the payment of Employees, before the  
Owner will release the Surety and/or make a final payment due under the terms of the  
CONTRACT.

**CONSENT OF SURETY COMPANY TO PARTIAL RELEASE OF RETAINAGE**TO (OWNER): City of Strongsville, OhioPROJECT: Westwood Lift Station Rehabilitation ProjectCONTRACT FOR: Single Prime ContractCONTRACT DATE: January 18, 2023

accordance with the provisions of the Contract between the Owner and the Contractor, as indicated above, the Liberty Mutual Insurance Company

, Surety Company,  
on bond of The Great Lakes Construction Co.  
, Contractor,

hereby approves of the partial release of retainage to the Contractor, and agrees that partial release of retainage to the Contractor shall not relieve the Surety Company of any of its obligations to

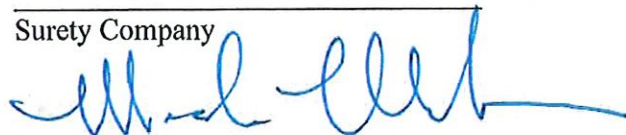
**City of Strongsville, Cuyahoga County, Ohio**      Owner,

as set forth in the said Surety Companies bond.

IN WITNESS WHEREOF,  
the Surety Company has hereunto set its hand this

11th day of November, 2024.

Liberty Mutual Insurance Company  
Surety Company



Signature of Authorized Representative  
Mark Nelson

Attest:

(Seal): 

Attorney-in-Fact

Title





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: 8211900-971184

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Audria Coleman; Evan R. Derr; G. Dale Derr; Kathrine Kreckler; Katie Rose; Kelsey Becker; Liz Talbott; Mark Nelson; Meghan Schraer; Nancy Nemeec; Randal T. Noah; Tammy L. Masterson; Tiffany Gobich

all of the city of Cincinnati state of OH each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of May, 2024.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By:

David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 30th day of May, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 11th day of November, 2024.



By:

Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary



CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 181

By: Mayor Perciak and All Members of Council

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

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, this Council hereby authorizes the repurchase by the City of Strongsville of a certificate for burial rights in the Strongsville Municipal Cemetery for Grave B, in Lot 127 of Section F, from Jeffrey J. Laub, at the same price that was originally paid therefor.

**Section 2.** That the funds for the repurchase of said certificate 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 Resolution were adopted in an open meeting of this Council; and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

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

\_\_\_\_\_  
President of Council

Date Passed: \_\_\_\_\_

Approved: \_\_\_\_\_  
Mayor

Date Approved: \_\_\_\_\_

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

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

*Res. 2024-181*  
Ord. No. \_\_\_\_\_ Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 182

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 (FINAL) FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND SET IN STONE CONTRACTING, LLC, IN CONNECTION WITH THE 2024 PAVEMENT RECONSTRUCTION PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2024-045, Council authorized the Mayor to enter into a contract with Set in Stone Contracting, LLC for improvements to various streets in the City of Strongsville, in connection with the 2024 Pavement Reconstruction Program (the "Project"), in an amount not to exceed \$2,303,100.50; and

WHEREAS, the City's Engineer now has advised and recommended that adjustments in the final Project cost are necessary due to additional work requested by the City, and the reconciliation of plan quantities with actual field quantities in the work performed by Set in Stone Contracting, LLC, and that accordingly it would be in the best interest of the City to provide additional payment for such changes in the amount of \$11,216.42 for a new total Project cost as finally adjusted of \$2,314,316.92, as reflected in Exhibit "A" attached hereto and incorporated herein as if fully rewritten.

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

**Section 1.** That the Mayor be and is hereby authorized and directed to issue and approve Change Order No. 1 (Final) comprising additional work and reconciliation of plan and field quantities resulting in an increase to the Project cost in the amount of \$11,216.42, as recommended by the City Engineer and reflected in Exhibit "A"; and after the issuance and approval of said Change Order No. 1 (Final) and completion of such work, to direct the Director of Finance to make payment to **SET IN STONE CONTRACTING, LLC**, in the additional amount of \$11,216.42 thereby increasing the total Project cost as finally adjusted to \$2,314,316.92.

**Section 2.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund.

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for changes in the work in order to properly complete the Project, to facilitate payment to the contractor for changes in the work and/or quantities of materials actually utilized, to avoid potential legal entanglements, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

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

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

Ord. No. 2024-182 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

## CHANGE ORDER

Order No. # 1 Final  
Date: November 18, 2024  
Agreement Date: April 18, 2024

Name of PROJECT: **2024 Pavement Reconstruction Program**

CONTRACTOR: **Set In Stone Contracting, LLC**

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification: Additional work as requested by the City.

Change to CONTRACT PRICE

Original CONTRACT PRICE: **\$2,303,100.50**

Current CONTRACT PRICE adjusted by Previous CHANGE ORDER: **N/A**

The CONTRACT PRICE due to this CHANGE ORDER will be **increased** by:  
**\$11,216.42**

The new CONTRACT PRICE including this CHANGE ORDER will be:  
**\$2,314,316.92**

Change to CONTRACT TIME:

The CONTRACT TIME will be (increased) (decreased) by calendar day(s).

The date for completion of all WORK will be (Date):

Requested by: \_\_\_\_\_  
**Set In Stone Contracting, LLC**

Recommended by: \_\_\_\_\_  
**Ken Mikula, P. E., City Engineer**

Accepted by: \_\_\_\_\_  
**Mayor Thomas P. Perciak**

EX.A



CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 183

By: Mayor Perciak and All Members of Council

**A RESOLUTION ACCEPTING TWO DONATIONS OF \$1,000.00 EACH FROM SWAGELOK COMPANY TO THE CITY OF STRONGSVILLE TO BE USED FOR EDUCATION AND TRAINING FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS.**

WHEREAS, the City of Strongsville Police and Fire Departments are in need of funds for ongoing education and training purposes; and

WHEREAS, Swagelok Company is desirous of donating to the City \$1,000.00 for use by the Strongsville Police Department for education and training, and \$1,000.00 for use by the Strongsville Fire Department for fire prevention education and training; and

WHEREAS, the City is desirous of accepting such generous donations which have been forwarded to the City.

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

**Section 1.** That this Council hereby graciously accepts from the Swagelok Company, and expresses its appreciation, for the two donations of \$1,000.00 each to be used for education and training for the Strongsville Police and Fire Departments.

**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. 2024-183*  
Ord. No. \_\_\_\_\_ Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

**CITY OF STRONGSVILLE, OHIO**

**RESOLUTION NO. 2024 – 184**

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

**A RESOLUTION ACCEPTING A DONATION OF MONEY  
FROM THE STRONGSVILLE HISTORICAL SOCIETY, 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, the mission of the Strongsville Historical Society and Village is to discover, collect, preserve, record, and interpret the history of the Strongsville area through programs that inspire, stimulate, and educate the community; and

WHEREAS, the Strongsville Historical Society has 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 the Strongsville Historical Society for the 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 – 184  
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. 2024-184*  
Ord. No. \_\_\_\_\_ Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2024 - 185  
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 2024 AND REPEALING ORDINANCE  
NUMBER 2024 - 140

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	\$ 22,476,301.00	\$ 11,071,520.00	\$ 23,259,500.00	\$ 56,807,321.00

<u>Special Revenue Funds - 200</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,735,000.00	\$ -	\$ -	\$ 1,735,000.00
204	Street Construction & Maintenance	5,481,850.00	7,048,750.00	-	12,530,600.00
205	State Highway Maintenance	-	450,000.00	-	450,000.00
206	Motor Vehicle License Tax	-	450,000.00	-	450,000.00
207	Emergency Vehicle Fund	-	3,261,788.00	-	3,261,788.00
208	Fire Levy	9,401,801.00	1,448,000.00	-	10,849,801.00
209	Fire Pension	1,800,000.00	-	-	1,800,000.00
211	Clerk of Court	-	37,000.00	-	37,000.00
212	Drainage Levy	-	1,323,000.00	-	1,323,000.00
213	Local Fiscal Recovery	938,908.00	-	300,000.00	1,238,908.00
214	Multi-Purpose Complex	3,572,577.00	2,406,090.00	-	5,978,667.00
215	Southwest General Hospital	-	382,979.00	-	382,979.00
216	Law Enforcement Federal Seizures	-	60,000.00	-	60,000.00
217	Law Enforcement State Seizures	-	5,000.00	-	5,000.00
218	Law Enforcement Drug Fine	-	1,000.00	-	1,000.00
219	Law Enforcement DWI/DUI	-	15,000.00	-	15,000.00
220	Tree Fund	-	183,000.00	-	183,000.00
222	Community Diversion	-	3,000.00	-	3,000.00
223	Bond Escrow	-	718,500.00	-	718,500.00
224	Earned Benefits	405,000.00	-	-	405,000.00
225	One Ohio Settlement Fund	-	30,000.00	-	30,000.00
200	Total Special Revenue Funds	\$ 23,335,136.00	\$ 17,823,107.00	\$ 300,000.00	\$ 41,458,243.00

<u>Debt Service Funds - 300</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ 60,000.00	\$ 4,115,275.00	\$ -	\$ 4,175,275.00
333	Pearl Road TIF # 1	-	580,288.00	-	580,288.00
334	Royalton Road TIF	-	176,700.00	-	176,700.00
335	Pearl Road TIF # 2	-	86,317.00	-	86,317.00
336	Pearl Road TIF # 3	-	45,583.00	-	45,583.00
337	Westwood Commons TIF	-	35,486.00	-	35,486.00
338	Giant Eagle TIF	-	132,620.00	-	132,620.00
339	GETGO TIF	-	20,000.00	-	20,000.00
340	Clover Senior TIF	-	157,100.00	-	157,100.00
341	Pearl Road TIF # 4	-	265,120.00	-	265,120.00
342	Cane's/Chase TIF	-	55,810.00	-	55,810.00
343	Brighton Best TIF	-	3,975.00	-	3,975.00
344	Pearl North TIF	-	108,075.00	-	108,075.00
346	Camden Woods TIF	-	483.00	9,000.00	9,483.00
300	Total Debt Service Funds	\$ 60,000.00	\$ 5,782,832.00	\$ 9,000.00	\$ 5,851,832.00



Capital Improvement Capital Project Funds - 400					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ 157,000.00	\$ -	\$ 157,000.00
442	General Capital Improvement	-	20,601,884.00	-	20,601,884.00
447	TIF Capital Improvements	-	334,256.00	-	334,256.00
448	Town Center Improvement Fund	-	1,039,920.00	5,753,500.00	6,793,420.00
400	Total Capital Project Funds	\$ -	\$ 22,133,060.00	\$ 5,753,500.00	\$ 27,886,560.00

Enterprise Funds - 500					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 2,157,208.00	\$ 10,199,959.00	\$ -	\$ 12,357,167.00

Internal Service Fund - 600					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
661	Health Insurance Reserve	\$ -	\$ 7,962,500.00	\$ -	\$ 7,962,500.00
664	Worker's Compensation Reserve	-	495,000.00	-	495,000.00
600	Total Internal Service Funds	\$ -	\$ 8,457,500.00	\$ -	\$ 8,457,500.00
Grand Total All Funds		\$ 48,028,645.00	\$ 75,467,978.00	\$ 29,322,000.00	\$ 152,818,623.00

Itemized list of Transfers and Advances by Fund	
Description	Amount
General Fund to General Capital Improvement Fund	8,000,000.00
General Fund to Fire Levy Fund	5,850,000.00
General Fund to Street Construction Fund	3,000,000.00
General Fund to Multi-Complex Fund	2,700,000.00
General Fund to Police Pension Fund	1,500,000.00
General Fund to Earned Benefits Fund	400,000.00
General Fund to Fire Pension Fund	1,200,000.00
General Fund to Recreation Capital Improvement Fund	500,000.00
General Fund to Tree Fund	100,000.00
Total Transfers	\$ 23,250,000.00
General Fund to Camden Woods TIF Fund	\$ 9,500.00
Town Center Capital Improvement fund to General Fund	5,753,500.00
Local Fiscal Recovery fund to General Fund	300,000.00
Camden Woods TIF fund to General Fund	9,000.00
Total Advance and Advance Repayments	\$ 6,072,000.00
Total Transfers, Advances and Advance Repayments	\$ 29,322,000.00

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  
 Yea \_\_\_\_\_ Nay \_\_\_\_\_  
 Carbone \_\_\_\_\_  
 Clark \_\_\_\_\_  
 DeMio \_\_\_\_\_  
 Kaminski \_\_\_\_\_  
 Kosek \_\_\_\_\_  
 Roff \_\_\_\_\_  
 Short \_\_\_\_\_

ORD. No. 2024-185 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	\$ 397,200.00	\$ 41,800.00	\$ -	\$ 439,000.00
011411	Mayors Office	329,580.00	16,800.00	-	346,380.00
015412	Police Department	11,856,762.00	2,831,200.00	-	14,687,962.00
011413	Human Resources	288,600.00	74,040.00	-	362,640.00
011414	Finance Department	477,100.00	18,200.00	-	495,300.00
011415	Legal Department	536,700.00	70,350.00	-	607,050.00
011416	Communication & Technology	855,246.00	936,300.00	-	1,791,546.00
011417	Building Department	1,094,260.00	241,600.00	-	1,335,860.00
011418	Mayors Court	171,700.00	252,200.00	-	423,900.00
011420	Rubbish Department	-	3,103,500.00	-	3,103,500.00
011421	Cemetery Department	147,140.00	361,960.00	-	509,100.00
011422	Architectural Board of Review	-	4,000.00	-	4,000.00
011423	Planning Commission	125,943.00	67,500.00	-	193,443.00
011424	Civil Service	-	27,700.00	-	27,700.00
011425	Board of Appeals	-	22,850.00	-	22,850.00
011428	Parks Department	134,800.00	342,500.00	-	477,300.00
011429	Public Safety	227,263.00	-	-	227,263.00
011430	General Miscellaneous	-	2,114,200.00	-	2,114,200.00
011435	Economic Development	213,900.00	99,920.00	-	313,820.00
015415	OPIOID Grant	54,950.00	18,300.00	-	73,250.00
015414	Corrections Officers	1,269,050.00	126,700.00	-	1,395,750.00
015413	Regional Dispatch Center	4,296,107.00	299,900.00	-	4,596,007.00
011468	Non Government Transfers	-	-	23,259,500.00	23,259,500.00
<b>Total General Fund</b>		<b>\$ 22,476,301.00</b>	<b>\$ 11,071,520.00</b>	<b>\$ 23,259,500.00</b>	<b>\$ 56,807,321.00</b>
031000	Police Pension	1,735,000.00	-	-	1,735,000.00
046419	Street Repairs	4,620,700.00	5,086,750.00	-	9,707,450.00
046426	Traffic Signal Maintenance	127,900.00	262,000.00	-	389,900.00
046427	Snow Removal	-	850,000.00	-	850,000.00
046433	Municipal Garage	733,250.00	850,000.00	-	1,583,250.00
056000	State Highway Maintenance	-	450,000.00	-	450,000.00
066000	Motor Vehicle License Tax	-	450,000.00	-	450,000.00
075000	Emergency Vehicle Fund	-	3,261,788.00	-	3,261,788.00
085000	Fire Levy	9,401,801.00	1,177,800.00	-	10,579,601.00
085001	Fire Station Ward 1	-	57,200.00	-	57,200.00
085002	Fire Station Ward 2	-	44,500.00	-	44,500.00
085003	Fire Station Ward 3	-	40,000.00	-	40,000.00
085004	Fire Station Ward 4	-	128,500.00	-	128,500.00
095000	Fire Pension	1,800,000.00	-	-	1,800,000.00
111000	Clerk of Court	-	37,000.00	-	37,000.00
121000	Drainage Levy	-	1,323,000.00	-	1,323,000.00
131000	Local Fiscal Recovery	938,908.00	-	300,000.00	1,238,908.00
143304	Sports Programs	312,000.00	275,700.00	-	587,700.00
143305	Recreation Administration	562,200.00	701,500.00	-	1,263,700.00
143306	Fitness	472,000.00	150,700.00	-	622,700.00
143309	Towncenter Park	164,977.00	126,700.00	-	291,677.00
143310	Aquatics	786,700.00	153,600.00	-	940,300.00
143311	Recreation Programs	138,200.00	98,500.00	-	236,700.00
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	581,800.00	564,100.00	-	1,145,900.00
143451	Recreation Maintenance	545,800.00	251,500.00	-	797,300.00
143500	Program Refunds	-	29,000.00	-	29,000.00
152000	Southwest General Hospital	-	382,979.00	-	382,979.00
165000	Law Enforcement Federal Seizures	-	60,000.00	-	60,000.00
175000	Law Enforcement State Seizures	-	5,000.00	-	5,000.00
185000	Law Enforcement Drug Fine	-	1,000.00	-	1,000.00
195000	Law Enforcement DWI/DUI	-	15,000.00	-	15,000.00
204000	Tree Maintenance	-	183,000.00	-	183,000.00
225000	Community Diversion	-	3,000.00	-	3,000.00
223100	Bond Escrow	-	718,500.00	-	718,500.00
224000	Earned Benefits	405,000.00	-	-	405,000.00
250000	One Ohio Settlement Fund	-	30,000.00	-	30,000.00
<b>Total Special Revenue Funds</b>		<b>\$ 23,335,136.00</b>	<b>\$ 17,823,107.00</b>	<b>\$ 300,000.00</b>	<b>\$ 41,458,243.00</b>

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

Dept #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	60,000.00	4,115,275.00	-	4,175,275.00
333000	Pearl Road TIF # 1	-	580,288.00	-	580,288.00
334000	Royalton Road TIF	-	176,700.00	-	176,700.00
335000	Pearl Road TIF # 2	-	86,317.00	-	86,317.00
336000	Pearl Road TIF # 3	-	45,583.00	-	45,583.00
337000	Westwood Commons TIF	-	35,486.00	-	35,486.00
338000	Giant Eagle TIF	-	132,620.00	-	132,620.00
339000	GETGO TIF	-	20,000.00	-	20,000.00
340000	Clover Senior TIF	-	157,100.00	-	157,100.00
341000	Pearl Road TIF # 4	-	265,120.00	-	265,120.00
342000	Cane's/Chase TIF	-	55,810.00	-	55,810.00
343000	Brighton Best TIF	-	3,975.00	-	3,975.00
344000	Pearl North TIF	-	108,075.00	-	108,075.00
346000	Camden Woods TIF	-	483.00	9,000.00	9,483.00
<b>Total Debt Service</b>		<b>\$ 60,000.00</b>	<b>\$ 5,782,832.00</b>	<b>\$ 9,000.00</b>	<b>\$ 5,851,832.00</b>
413000	Recreation Capital Improvement	-	157,000.00	-	157,000.00
421000	General Capital Improvement	-	20,601,884.00	-	20,601,884.00
447100	Pearl & Whitney TIF	-	52,625.00	-	52,625.00
447102	Prospect & Albion TIF	-	21,478.00	-	21,478.00
447103	Goodyear & 5/3 TIF	-	51,547.00	-	51,547.00
447104	42/82 TIF	-	112,760.00	-	112,760.00
447105	Dunkin Donuts TIF	-	10,739.00	-	10,739.00
447106	Pearl & Lunn TIF	-	21,478.00	-	21,478.00
447107	Progressive Quality Care	-	31,144.00	-	31,144.00
447108	Infinium TIF	-	2,148.00	-	2,148.00
447109	Sprague Road TIF	-	18,256.00	-	18,256.00
447110	Freddy's TIF	-	6,443.00	-	6,443.00
447111	Arby's TIF	-	5,638.00	-	5,638.00
448108	Town Center Improvement Fund	-	1,039,920.00	5,753,500.00	6,793,420.00
<b>Total Capital Projects</b>		<b>\$ -</b>	<b>\$ 22,133,060.00</b>	<b>\$ 5,753,500.00</b>	<b>\$ 27,886,560.00</b>
512501	Engineering and Administration	795,700.00	941,525.00	-	1,737,225.00
512502	Plant Expenditures	-	7,252,000.00	-	7,252,000.00
512503	Line Expenditures	1,361,508.00	903,000.00	-	2,264,508.00
512504	Sewer Capital Improvements	-	935,000.00	-	935,000.00
512505	Sewer Debt Payments	-	168,434.00	-	168,434.00
<b>Total Sanitary Sewer</b>		<b>\$ 2,157,208.00</b>	<b>\$ 10,199,959.00</b>	<b>\$ -</b>	<b>\$ 12,357,167.00</b>
661000	Health Insurance Reserve	-	7,962,500.00	-	7,962,500.00
664000	Workers Compensation Reserve	-	495,000.00	-	495,000.00
<b>Total Internal Service</b>		<b>\$ -</b>	<b>\$ 8,457,500.00</b>	<b>\$ -</b>	<b>\$ 8,457,500.00</b>
<b>GRAND TOTAL</b>		<b>\$ 48,028,645.00</b>	<b>\$ 75,467,978.00</b>	<b>\$ 29,322,000.00</b>	<b>\$ 152,818,623.00</b>

**CITY OF STRONGSVILLE, OHIO**

**RESOLUTION NO. 2024 – 186**

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

**A RESOLUTION REPEALING RESOLUTION NO. 2024-141 IN ORDER TO UPDATE THE TAX RATES OUTSIDE OF THE TEN MILL LIMIT FOR THE CITY'S GENERAL FUND, AND FURTHER ACCEPTING THE UPDATED AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER, AND DECLARING AN EMERGENCY.**

WHEREAS, on September 16, 2024, this Council adopted Resolution No. 2024-141 in order to accept the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Fiscal Officer; and

WHEREAS, thereafter, at the General Election held on November 5, 2024, the voters of the City of Strongsville were presented with Issue No. 42, being a renewal of the tax for the benefit of the City of Strongsville for the purpose of current expenses; and

WHEREAS, at such General Election, Issue No. 42 was defeated by the voters, and therefore, it is now necessary to amend and update certain tax rates reflected on Schedule A of City of Strongsville Resolution No. 2024-141; and

WHEREAS, the City wishes to repeal Resolution No. 2024-14 in order to update certain tax rates; and

WHEREAS, further, pursuant to Sections 5705.34 and 5705.35 of the Ohio Revised Code, the Cuyahoga County Budget Commission has informed the City of Strongsville of the amounts and rates of the necessary tax levies for tax year 2024, to be collected in year 2025; and

WHEREAS, this Council, in accordance with the provisions of law, has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2025; and

WHEREAS, the Budget Commission of Cuyahoga County, Ohio has certified its action thereon to this Council together with an estimate by the County Fiscal Officer of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitation.

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

**Section 1.** That for the foregoing reasons, Resolution No. 2024-141 previously accepting the amounts and rates as determined by the Budget Commission and authorizing the necessary tax levies and certifying them to the County Fiscal Officer is hereby repealed in its entirety.



**Section 2.** That the amounts and new rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted.

**Section 3.** That there be and is hereby levied on the tax duplicate of the City of Strongsville, the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

**SCHEDULE A**  
**SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION AND COUNTY FISCAL OFFICER'S ESTIMATED TAX RATES**

Fund	Amount to be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Commission Inside 10 M. Limitation	County Fiscal Officer Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund				0.00
General Bond Retirement Fund			2.30	
Police Pension Fund			0.30	
Fire Pension Fund			0.30	
Fire Fund				3.50
Sewer Fund				0.40
Southwest General H. C.				1.00
<b>Total</b>			<b>2.90</b>	<b>4.90</b>

**SCHEDULE B**  
**LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES**

Fund	Maximum Rate Authorized to Be Levied	Co. Fiscal Officer's Est. of Yield of Levy (Carry to Schedule A. Column II)
<b>General Fund:</b>  Current Expense Levy authorized by voters on , 20 for not to exceed years.  <b>Total General Fund outside 10m. Limitation.</b>  Park Fund: Levy authorized by voters on , 20 for not to exceed years.  Recreation Fund: Levy authorized by voters on , 20 for not to exceed years.		

**Section 4.** That the Clerk of Council be and is hereby authorized and directed to promptly certify and transmit a copy of this Resolution to the Cuyahoga County Fiscal Officer.

**Section 5.** 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 6.** That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to comply with all state, county and local requirements concerning tax amounts and rates. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2024 – 186  
Page 4

\_\_\_\_\_  
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. 2024-186*  
Ord. No. \_\_\_\_\_ Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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

CERTIFICATE OF COPY  
ORIGINAL ON FILE

State of Ohio                )  
                                      ) ss.  
Cuyahoga County         )

I, Aimee Pientka, Clerk of the Council of the City of Strongsville, within and for said County, and in whose custody of the files and records of said Council are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original Resolution No. 2024-186 now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

WITNESS my signature, this 18<sup>th</sup> day of November, 2024.

\_\_\_\_\_  
Aimee Pientka, Clerk of Council

<p><b>Resolution No. 2024 – 186</b></p> <p><b>COUNCIL OF THE CITY OF STRONGSVILLE</b> <b>Cuyahoga County, Ohio</b></p> <p>RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER</p> <p>(City Council)</p> <hr/> <p>Adopted November 18, 2024</p> <hr/> <p>Aimee Pientka, Clerk of Council</p> <hr/> <p>Filed _____, 2024</p> <hr/> <p>County Fiscal Officer</p> <p>By _____</p> <p>Deputy</p>
--



**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2024 – 187**

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

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SERVICE AGREEMENT WITH MOTOROLA SOLUTIONS, INC., IN CONNECTION WITH THE SOUTHWEST EMERGENCY DISPATCH CENTER'S DISPATCHING RADIO CONSOLES AND RELATED SOFTWARE, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville has previously entered into agreements with surrounding communities in order to provide certain additional police and fire protection services for each community in the form of dispatch services, which are currently in operation as the Southwest Emergency Dispatch Center ("Dispatch Center") located at 13213 Pearl Road, in the City of Strongsville; and

WHEREAS, by and through Ordinance No. 2019-180, Council authorized the Mayor to enter into a Software Upgrade Agreement and Maintenance Purchase Agreement (Contract No. USC000173072) with Motorola Solutions, Inc. in order to purchase and implement critical upgrades and maintenance services for the dispatching radio consoles and related software, which is utilized at the Dispatch Center; and

WHEREAS, in order to continue the efficient operation of the Dispatch Center for the health, safety and welfare of the aforementioned affected communities and their residents, it has become immediately necessary to extend the aforementioned Software Upgrade Agreement and Maintenance Purchase Agreement for the dispatching radio consoles, including six (6) additional consoles, and related software utilized at the Dispatch Center by entering into a Service Agreement, which is attached hereto as Exhibit "A"; and

WHEREAS, therefore, based upon recommendation of the City's Director of Communication & Technology, it is in the City's best interests to again immediately contract with this existing and readily available vendor that is the source of specific specialized and proprietary software and services, in order to provide for the continuation of ongoing upgrade and maintenance of the dispatching radio consoles and related software for the Dispatch Center.

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

**Section 1.** That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Communication & Technology of the City of Strongsville, in that it has become immediately necessary to enter into a Service Agreement, without public bidding, with **MOTOROLA SOLUTIONS, INC.**, for the City's Southwest Emergency Dispatch Center, to provide for continuation of upgrades and maintenance services for the radio consoles, including six (6) additional consoles, and the specialized and unique proprietary software related to public safety and emergency services, in order to protect the health, safety, and welfare of the residents of the City of Strongsville and all the residents and communities serviced by the Dispatch Center.

**Section 2.** That the Mayor be and is hereby authorized to enter into a *Service Agreement*, without public bidding, with **MOTOROLA SOLUTIONS, INC.**, for the required ongoing maintenance and upgrade of the dispatching radio consoles, including six (6) additional consoles, and related software at the Dispatch Center, for a period of one (1) year through October, 2025, in the total amount not to exceed \$131,311.83, as more fully set forth in the Quote and Service Agreement attached hereto collectively as Exhibit "A," and incorporated herein as if fully rewritten.

**Section 3.** That the funds necessary for the purposes of this Ordinance have been appropriated and shall be paid from the Fire Levy Fund; General Fund; Multi-Purpose Complex Fund; Street Construction, Maintenance & Repair Fund; and the Sanitary Sewer Fund.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to continue to provide for the maintenance and repair of the radio consoles and software utilized by the City of Strongsville Dispatch Center, in order to protect and safeguard the safety and welfare of its citizens and those of the various communities served by such Dispatch Center. Therefore, provided this Ordinance receives the unanimous vote 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. 2024-187 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

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



**MOTOROLA SOLUTIONS**

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

## SERVICE AGREEMENT

Quote Number : QUOTE-2704775  
Contract Number: USC000173072  
Contract Modifier: R04-JUL-24 01:49:21

Date:07/03/2024

Company Name: STRONGSVILLE, CITY OF

Attn:

Billing Address: 18688 ROYALTON RD

City, State, Zip: STRONGSVILLE , OH, 44136

Customer Contact:

Phone:

Required P.O. :

PO # :

Customer # :1011324530

Bill to Tag # :

Contract Start Date :01-Nov-2024

Contract End Date :31-Oct-2025

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00
	SVC02SVC0344A	RELEASE IMPLEMENTATION TRAINING	\$0.00
	SVC02SVC0343A	RELEASE IMPACT TRAINING	\$0.00
	LSV01S01107A	ASTRO SYSTEM ESSENTIAL PLUS PACKAGE	\$81,117.35
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$45,277.89
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$4,916.59
		Subtotal - Recurring Services	\$10,942.65
			\$131,311.83
		Subtotal - One-Time Event Services	\$0.00
			\$0.00
		Total	\$131,311.83
THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS:

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at [https://www.motorolasolutions.com/en\\_us/managed-support-services/cybersecurity.html](https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html)) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

Mayor

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

THOMAS P. PERCIAK, City of Strongsville

EX-A



**MOTOROLA SOLUTIONS**

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

## SERVICE AGREEMENT

Quote Number : QUOTE-2704775  
Contract Number: USC000173072  
Contract Modifier: R04-JUL-24 01:49:21

CUSTOMER (PRINT NAME)

*Melina Buechler*

Customer Support Manager

8/27/24

---

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE

Melina Buechler

4026507855

---

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : STRONGSVILLE, CITY OF  
Contract Number : USC000173072  
Contract Modifier : R04-JUL-24 01:49:21  
Contract Start Date : 01-Nov-2024  
Contract End Date : 31-Oct-2025





500 W Monroe Street  
Chicago, IL 60661  
(888) 325-9336

Quote Number : QUOTE-2704775  
Contract Number: USC000173072  
Contract Modifier: R04-JUL-24 01:49:21

## Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

### Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.





## SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL 60661  
(888) 325-9336

Quote Number : QUOTE-2704775  
Contract Number: USC000173072  
Contract Modifier: R04-JUL-24 01:49:21

### Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

### Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

### Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

### Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

### Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.





500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

## SERVICE AGREEMENT

Quote Number : QUOTE-2704775  
Contract Number: USC000173072  
Contract Modifier: R04-JUL-24 01:49:21

ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

### Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



**MOTOROLA SOLUTIONS**

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

## **SERVICE AGREEMENT**

Quote Number : QUOTE-2704775  
Contract Number: USC000173072  
Contract Modifier: R04-JUL-24 01:49:21

17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022





**MOTOROLA SOLUTIONS**

## SERVICE AGREEMENT

500 W Monroe Street  
Chicago, IL. 60661  
(888) 325-9336

Quote Number : QUOTE-2704775  
Contract Number: USC000173072  
Contract Modifier: R04-JUL-24 01:49:21

### Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

**1. Applicability and Self Deletion.** This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

**NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.**

**2. Online Terms Acknowledgement.** The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

**3. Entire Agreement.** This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

**4. Execution and Amendments.** This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022