



City of Strongsville

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Strongsville, Ohio 44149-5598
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www.strongsville.org



City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Aimee Pientka, MMC
Clerk of Council

Tiffany Mekeel, MMC
Assistant Clerk of Council

March 3, 2022

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, March 7, 2022**, to be held in the Caucus Room and the Council Chamber at the **Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road**:

Caucus will begin at 7:30 p.m. All committees listed will meet immediately following the previous committee:

7:30 P.M.

Planning, Zoning & Engineering Committee will meet to discuss Ordinance No. 2022-038.

Public Safety & Health Committee will meet to discuss Ordinance No. 2022-039.

Recreation & Community Services Committee will meet to discuss Ordinance No. 2022-040 and Resolution No. 2022-041.

Public Service & Conservation Committee will meet to discuss Ordinance Nos. 2022-042, 2022-043, 2022-044, 2022-045 and Resolution No. 2022-046.

Committee of the Whole will meet to discuss Ordinance Nos. 2022-047 and 2022-048.

8:00 P.M.

Regular Council Meeting

Any other matters that may properly come before this Council may also be discussed.

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council



**STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, MARCH 7, 2022 AT 8:00 P.M.**

Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio



AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Regular Council Meeting – February 22, 2022*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Clark
 - BUILDING & UTILITIES – Clark
 - SOUTHWEST GENERAL HEALTH SYSTEM – Short
 - ECONOMIC DEVELOPMENT – Short
 - PUBLIC SERVICE AND CONSERVATION – DeMio
 - FINANCE – Kosek
 - PLANNING, ZONING AND ENGINEERING – Kaminski
 - PUBLIC SAFETY AND HEALTH – Kaminski
 - RECREATION AND COMMUNITY SERVICES – Roff
 - COMMUNICATIONS AND TECHNOLOGY – Carbone
 - COMMITTEE-OF-THE-WHOLE – Carbone
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
 - MAYOR PERCIAK:
 - FINANCE DEPARTMENT:
 - LAW DEPARTMENT:
9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2022-038 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AN ASSIGNMENT OF EASEMENT FROM JARONE LAND COMPANY, LLC AND FURTHER ACCEPT A GRANT OF EASEMENT FOR SANITARY SEWER SYSTEM PURPOSES FROM SCANNELL PROPERTIES #567, LLC, IN CONNECTION WITH DEVELOPMENT OF THE STRONGSVILLE COMMERCE CENTER LOCATED AT 21075 ROYALTON ROAD, AND DECLARING AN EMERGENCY.
- Resolution No. 2022-039 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF ONE (1) ARMORED VEHICLE FOR USE BY THE CITY OF STRONGSVILLE POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-040 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH OPTUMHEALTH CARE SOLUTIONS, LLC FOR THE IMPLEMENTATION OF A FITNESS PASSPORT PROGRAM AT THE CITY OF STRONGSVILLE WALTER F. EHRNFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.
- Resolution No. 2022-041 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR NATATORIUM RENOVATIONS AT THE WALTER F. EHRNFELT RECREATION & SENIOR CENTER FACILITY IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-042 by Mayor Perciak and All Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN AN OHIO DEPARTMENT OF TRANSPORTATION CONTRACT FOR THE PURCHASE OF FOUR (4) NEW 2022 FORD F350 PICKUP TRUCKS WITH APPURTENANCES, FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-043 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTIONS 1023.07 OF TITLE TWO OF PART TEN-STREETS, UTILITIES AND PUBLIC SERVICES CODE; AND SECTION 1228.01(h) OF TITLE FOUR OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, CONCERNING TREE FEES, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-044 by Mayor Perciak and All members of Council. AN ORDINANCE AMENDING SECTION 1025.10 OF TITLE TWO OF PART TEN-STREETS, UTILITIES AND PUBLIC SERVICES CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, CONCERNING TREE FEES, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-045 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 1420.02.5 (TABLE) OF CHAPTER 1420 OF TITLE FOUR OF PART FOURTEEN, BUILDING AND HOUSING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE TO MODIFY FEES IN THE TREE PLANTING FUND RANGE TABLE, AND DECLARING AN EMERGENCY.

- Resolution No. 2022-046 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF GENERAL PAVEMENT SERVICES FOR 2022 TO BE USED BY THE DEPARTMENT OF PUBLIC SERVICE OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-047 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING ORDINANCE NO. 2010-038 IN ORDER TO INCREASE THE HOURLY RATES FOR SPECIAL LEGAL COUNSEL IN CONNECTION WITH ONGOING COLLECTIVE BARGAINING AND LABOR RELATIONS MATTERS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-048 by Mayor Perciak and All Members of Council. AN ORDINANCE RE-AFFIRMING CURRENT SECTION 206.01 OF CHAPTER 206 OF TITLE TWO OF PART TWO OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE AND CONFIRMING EXISTING WARD BOUNDARIES BASED UPON THE 2020 FEDERAL CENSUS RESULTS, AND DECLARING AN EMERGENCY.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 038

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AN ASSIGNMENT OF EASEMENT FROM JARONE LAND COMPANY, LLC AND FURTHER ACCEPT A GRANT OF EASEMENT FOR SANITARY SEWER SYSTEM PURPOSES FROM SCANNELL PROPERTIES #567, LLC, IN CONNECTION WITH DEVELOPMENT OF THE STRONGSVILLE COMMERCE CENTER LOCATED AT 21075 ROYALTON ROAD, AND DECLARING AN EMERGENCY.

WHEREAS, on December 2, 2021, the City's Planning Commission approved a site plan for development of the Strongsville Commerce Center to be located on property at 21075 Royalton Road, conditioned upon receipt by the City of an Assignment of Easement and a Grant of Easement for Sanitary Sewer System Purposes; and

WHEREAS, a previous Grant of Easement for Sanitary Sewer System Purposes from Anna L. St. Peter and Charles F. Pope, on property known as Permanent Parcel No. 393-03-001 in the City of Strongsville, was granted to Jarone Land Company, LLC; and

WHEREAS, in addition, Scannell Properties #567, LLC ("Scannell") is the owner of certain real estate located in the City of Strongsville and now known as Permanent Parcel No. 393-03-013, after consolidation of Permanent Parcel Nos. formerly known as 393-03-001 and 393-03-012; and

WHEREAS, a sanitary sewer system and appurtenances consisting of approximately 400 feet of sanitary sewer pipe and appurtenances previously had been constructed on Scannell's property by Jarone Land Company, LLC, its predecessors in interest; and

WHEREAS, in connection with such development of the Strongsville Commerce Center, a sanitary sewer easement has been constructed by Scannell and approved by the City; and

WHEREAS, therefore, it is now necessary for the City to accept an Assignment of Easement from Jarone Land Company, LLC and a Grant of Easement for Sanitary Sewer System Purposes from Scannell Properties #567, LLC; and

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

Section 1. That this Council hereby authorizes the Mayor to accept an Assignment of Easement from Jarone Land Company, LLC, for the purposes of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer system and appurtenances on property known as Permanent Parcel No. 393-03-001, as more fully set forth in Exhibit 1, attached hereto and made a part hereof by reference.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 038
Page 2

Section 2. That this Council further hereby authorizes the Mayor to accept a Grant of Easement for Sanitary Sewer System Purposes from Scannell Properties #567, LLC, for the purposes of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer system and appurtenances on property known as Permanent Parcel No. 393-03-013, as more fully set forth in Exhibit 2, attached hereto and made a part hereof by reference.

Section 3. That the Clerk of Council is hereby directed to cause the aforesaid Assignment of Easement and Grant of Easement for Sanitary Sewer System Purposes to be recorded with the Cuyahoga County Fiscal Office after their execution and receipt of evidence of title satisfactory to the Law Director.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville, to provide sanitary sewer service to certain lands within the City, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2022-038 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

ASSIGNMENT OF EASEMENT

THIS ASSIGNMENT OF EASEMENT (the "Agreement") is made and entered into as of this 25th day of JANUARY, 2022 (the "Effective Date") by and between JARONE LAND COMPANY, LLC, an Ohio limited liability company, having an address at 35700 East Royalton Road, Grafton, Ohio 44044 ("Assignor") and the City of Strongsville, an Ohio municipal corporation and political subdivision ("Assignee").

WHEREAS, Assignor was the grantee of that certain sanitary sewer easement from Anna L. St. Peter and Charles F. Pope, recorded in the Official Records of Cuyahoga County, Ohio as Instrument No. 202005260162 and encumbering portions of Permanent Parcel No. 393-03-001, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference (the "Easement").

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, for itself and its successors and assigns, effective on the Effective Date, assigns, conveys and grants to Assignee and its successors and assigns, all of Assignor's right, title and interest, if any, in and to the Easement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this instrument is executed as of the date and year first above written.

JARONE LAND COMPANY, LLC
an Ohio limited liability company,

By: Frank Jaram
Name: FRANK JARAM
Title: MANAGING MEMBER

STATE OF OHIO)
) SS:
COUNTY OF Lorain)

This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Before me, a Notary Public in and for said County and State, personally appeared the above named JARONE LAND COMPANY, LLC, by Frank Jaram its Managing Member who did sign the foregoing Instrument and acknowledged the signing hereof to be the free and voluntary act and deed of said limited liability company and his/her voluntary deed as such officer.

In testimony whereof, I have hereunto set my hand and official seal at Drafton, Ohio, this 25th day of January, 2022.

Pamela J. O'Toole
Notary Public

PAMELA J. O'TOOLE
My commission expires: **NOTARY PUBLIC • STATE OF OHIO**
~~My commission expires~~ **Apr. 29, 2026**

My commission expires: _____



ACCEPTANCE

The City of Strongsville, Ohio, a municipal corporation, by and through its Mayor, Thomas P. Perciak, hereby accepts the Assignment of Easements as set forth above.

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

STATE OF OHIO)
) SS:

COUNTY OF CUYAHOGA)

This is an acknowledgment clause. No oath or affirmation was administered to the signer.

Before me, a Notary Public in and for said County and State, personally appeared the above named City of Strongsville, by Thomas P. Perciak, its Mayor, who did sign the foregoing Instrument and acknowledged the signing hereof to be the free and voluntary act and deed individually and of said City.

In testimony whereof, I have hereunto set my hand and official seal at _____, Ohio, this ____ day of _____, 2022.

Notary Public

My commission expires: _____

My commission expires: _____

This Document Prepared By:
Sydney Benson, Esq.
Walter | Haverfield LLP
Parkland Terrace
6120 Parkland Boulevard, Suite 100
Cleveland, OH 44124

TRANSFER NOT REQUIRED

2020
MAY 26 REC'D

CUYAHOGA COUNTY
OFFICE OF FISCAL OFFICER - 14
DEEA 5/26/2020 9:35:19 AM
202005260162

CUYAHOGA COUNTY FISCAL OFFICE

GRANT OF EASEMENT
SANITARY SEWER SYSTEM PURPOSES

THIS SANITARY SEWER AGREEMENT (the "Agreement") is made and entered into as of this 18th day of MAY, 2020 (the "Effective Date") by and between ANNA L. ST. PETER (married to Ronald L. St. Peter) and CHARLES F. POPE (married to Georgene S. Pope) (collectively, "Grantor"), and JARONE LAND COMPANY, LLC, an Ohio limited liability company, having an address at 35700 East Royalton Road, Grafton, Ohio 44044 ("Grantee").

WHEREAS, Grantor is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio, and known as Permanent Parcel No. 393-03-001 and as further described in Exhibit A attached hereto and made a part hereof (the "Grantor's Premises");

WHEREAS, Grantee is the owner of that certain parcel of land located in the City of Strongsville, County of Cuyahoga and State of Ohio known as Parcel No. 393-03-012 and as further described on Exhibit B attached hereto and made a part hereof (the "Grantee's Premises"), which Grantee's Premises is contiguous to Grantor's Premises; and

WHEREAS, Grantee is proposing to construct a sanitary sewer system and appurtenances consisting of a sanitary sewer pipe and appurtenances, on land set out herein; and

WHEREAS, Grantor wishes to grant, and Grantee wishes to accept a perpetual easement for purposes of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer system and appurtenances;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) the receipt of which is hereby acknowledged, the following grants, agreements and covenants are made:



Grantor hereby gives, grants, bargains and conveys to Grantee, its successors and assigns a perpetual easement and right to enter upon the premises described in Exhibit X (the "Easement Area") attached hereto and incorporated herein by reference, and to remove and/or replace trees where necessary for the purpose of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer system, and to make all repairs to such sanitary sewer system connected therewith (the "Easement"), that in the opinion of the proper local authorities of the City of Strongsville, its successors or assigns, may be necessary or advisable, in order to maintain or operate said sanitary sewer system in accordance with the ordinances, rules and regulations for the management and protection of such systems of said City of Strongsville, now in force or that may hereafter be adopted. The rights to construct and install the sanitary sewer system granted hereunder from Grantor to Grantee shall include the right of access, ingress and egress by Grantee over the Grantor's Premises, but only to the extent reasonably necessary for Grantee to exercise its rights under this Agreement and only during such times as Grantee is exercising such rights. At any time, Grantee may assign all or any portion of its interests in this Agreement to one or more individuals, entities or the City of Strongsville. Effective on the date of any such assignment, the obligations and duties of Grantee hereunder will terminate, except with respect to acts or omissions arising prior thereto.

Grantor and Grantee further, in consideration of the acceptance of the Easement by the City of Strongsville, do hereby agree that Grantee shall initially construct and install said sanitary sewer system in accordance with the plans and specifications to be approved by the City Engineer of the City of Strongsville and in accordance with the provisions, rules, regulations and requirements of the City of Strongsville; and further agree that Grantee shall pay the entire cost of said construction and installation of said sanitary sewer system. Said sanitary sewer system shall become the property of the City of Strongsville, its successors or assigns upon completion and approval by the City of Strongsville, its successors or assigns.

Grantor acknowledges and agrees that Grantee shall not be obligated to maintain landscaping and/or lawn areas within the Easement Area, provided, however, upon completion of the construction of the sanitary sewer system Grantee shall restore the surface of the Easement Area substantially to the same condition that existed prior to construction including grading and planting of grass. In the event the City of Strongsville does not accept the dedication of the sanitary sewer system, then Grantee shall abandon the use of the sanitary sewer system.

Grantee shall be responsible for constructing the sanitary sewer system at Grantee's sole cost and expense. Upon completion of the construction of the sanitary sewer system and prior to the assignment or dedication of the sanitary sewer system to the City of Strongsville, the Grantee, or its successors and assigns, as applicable, shall be responsible for the maintenance, repair and/or replacement of the sanitary sewer system at the Grantee's sole cost and expense.

There shall be no construction of any temporary or permanent structures within the Easement Area unless said structure is built by Grantee to be used in connection with the sanitary sewer system and appurtenances.

Grantor agrees to keep the Easement Area free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of the sanitary sewer system. Grantor further agrees to make no alterations to the Grantor's Premises which would increase or reduce the depth of the sanitary sewer system.

Grantee acknowledges that Grantor has advised Grantee that Grantor elects to tap into the sanitary sewer system and Grantee will pay any applicable county or city tap-in charges and Grantee will pay for the cost to perform the tap-in connection, including the cost of labor and materials. The tap-in connection to the sanitary sewer system shall be eight inches (8") in diameter and shall be connected to the structure currently on Grantor's Premises.

If the Grantor, its successors or assigns desire to alter the Grantor's Premises, including the Easement Area, in any way other than as expressly permitted herein, Grantor must obtain the prior written approval of the Grantee. Upon receipt of such approval, the Grantor shall, at its own expense, relocate or reconstruct all or any of the sanitary sewer system which is affected by such alteration and, where necessary, grant a new easement of not less than the width of this Easement under the same terms and conditions as herein provided. The relocated or reconstructed sanitary sewer system, upon completion and approval by the Grantee, shall become the property of the City of Strongsville. Notwithstanding the foregoing, Grantee shall have no right to relocate the Easement Area without Grantor's consent.

In the event that the Grantee finds it necessary to repair or replace any portion of the sanitary sewer system within the Easement Area, then any improvement thereon which must be removed, including but not limited to sidewalks, pavement or concrete areas, parking lot, landscaping, or trees shall be removed and fully restored at the sole cost of the Grantee.

Grantee further agrees that the Grantor shall be relieved of all liability on account of the construction, reconstruction, or relocation of said sanitary sewer system. Grantee hereby indemnifies and guarantees to save harmless Grantor, its successors and assigns against any expense or damage to said sanitary sewer system that said Grantee and its successors or assigns may at any time cause by the installation, construction, reconstruction, maintenance, repair, or other use of Grantor's Premises within the limits of the above-described Easement.

If Grantee violates any of the provisions of this Easement, the Grantor, at the expense of Grantee, may enter upon the premises and make such alterations as are necessary to bring the premises into compliance with the provisions of this Easement.

Grantor hereby reserves the right to use the Premises for such use as is not expressly prohibited by or inconsistent with the terms of this Easement.

Grantor covenants with the Grantee that they are well-seized of the Grantor's Premises, including the Easement Area, as a good and indefeasible estate in fee simple and have the right to grant and convey the Easement Area in the manner and form above written.

Grantee shall cause Grantor to be named as an additional insured under Grantee's liability insurance policy and Grantee shall maintain any workers compensation insurance required by Ohio law.

This Easement shall inure to the benefit of any person, firm, entity or corporation who Grantee, its successors and assigns, shall authorize to undertake the performance of work within the purpose of this Easement.

The parties hereto agree that this Agreement embodies the complete understanding of the parties, and that no changes in this Agreement shall be made unless such changes are in writing, approved and subscribed by the parties hereto or their successors and assigns.

This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, legal representatives, successors and assigns. This Agreement may be signed in several counterparts, each of which will be deemed an original document.

This Agreement shall be governed by and interpreted under the laws of the State of Ohio, shall run with the land and shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns.

If any provision, or portion thereof, of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid and unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other person or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[Remainder of page intentionally left blank]

COPY

Grantor has executed this perpetual Agreement as of the date and year first above written.

And for valuable consideration, I, RONALD L. ST. PETER, spouse of Grantor, ANNA L. ST. PETER, do hereby remise, release and forever quit-claim unto the said Grantee, its heirs and assigns, all of my right and expectancy of Dower in the above described premises.


And for valuable consideration, I, GEORGENE S. POPE, spouse of Grantor, CHARLES F. POPE, do hereby remise, release and forever quit-claim unto the said Grantee, its heirs and assigns, all of my right and expectancy of Dower in the above described premises.



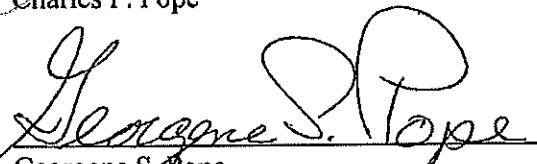
Anna L. St. Peter



Ronald L. St. Peter



Charles F. Pope



Georgene S. Pope

STATE OF OHIO)
) SS:

COUNTY OF DELTA)

This is an acknowledgment clause. No oath or affirmation was*
Before me, a Notary Public in and for said County and State, personally appeared Anna L.
St. Peter and her husband, Ronald L. St. Peter, whose identities were known or proven to
me and who did sign the foregoing Instrument and acknowledged the signing hereof to be
their voluntary act and deed. *given to the signer.

In testimony whereof, I have hereunto set my hand and official seal at
HINCLEBY, Ohio, this 14 day of MAY, 2020.


Notary Public

My commission expires: _____

JAMES N. TAYLOR, Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. No. 147.03 R.C.

STATE OF OHIO)
) SS:

COUNTY OF DELTA)

This is an acknowledgment clause. No oath or affirmation *
Before me, a Notary Public in and for said County and State, personally appeared Charles
F. Pope and his wife, Georgene S. Pope, whose identity were known or proven to me and
who did sign the foregoing Instrument and acknowledged the signing hereof to be their
voluntary act and deed. *was given to the signer.

In testimony whereof, I have hereunto set my hand and official seal at
HINCLEBY, Ohio, this 14 day of MAY, 2020.


Notary Public

My commission expires: _____

JAMES N. TAYLOR, Attorney at Law
Notary Public - State of Ohio
My Commission has no expiration date
Sec. No. 147.03 R.C.

Exhibit A

Grantor's Premises

(See attached)

COPY

EXHIBIT "A"

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio: and known as being part of Original Strongsville Township Lot No. 85, bounded and described as follows: Beginning in the center line of Royalton Road, (60 feet wide), at the Northwesterly corner of land conveyed to Joseph S. And Mary Lubinski by deed dated March 12, 1962, and recorded in Volume 10361, Page 249 of Cuyahoga County Records; thence Westerly along the center line of Royalton Road; to a point distant Easterly, along the center line of Royalton Road, 731 feet from the Northwesterly corner of Original Lot No. 85; thence Southerly at an included angle of 89 degrees 55', 1675.26 feet to a point; thence Easterly and parallel with the center line of Royalton Road, about 395.25 feet to the Southwesterly corner of land conveyed to Joseph S. and Mary Lubinski as aforesaid, thence Northerly along the Westerly line of so conveyed 1675.44 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Permanent Parcel No.: 393-03-001

COPY

Exhibit B

Grantee's Premises

(See Attached)

COPY



LEGAL DESCRIPTION

**Lot "A"
Royalton Road
Strongsville, Ohio**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being all of Lot "A" in the Lot Consolidation for Jarone Land Company, LLC, of part of Original Strongsville Township Lot No. 85, as shown by the recorded plat in AFN 201910170345 of Cuyahoga County Records, said premises containing 13.7850 acres (600,475 square feet) of land being the same more or less, but subject to all legal highways and easements of record.

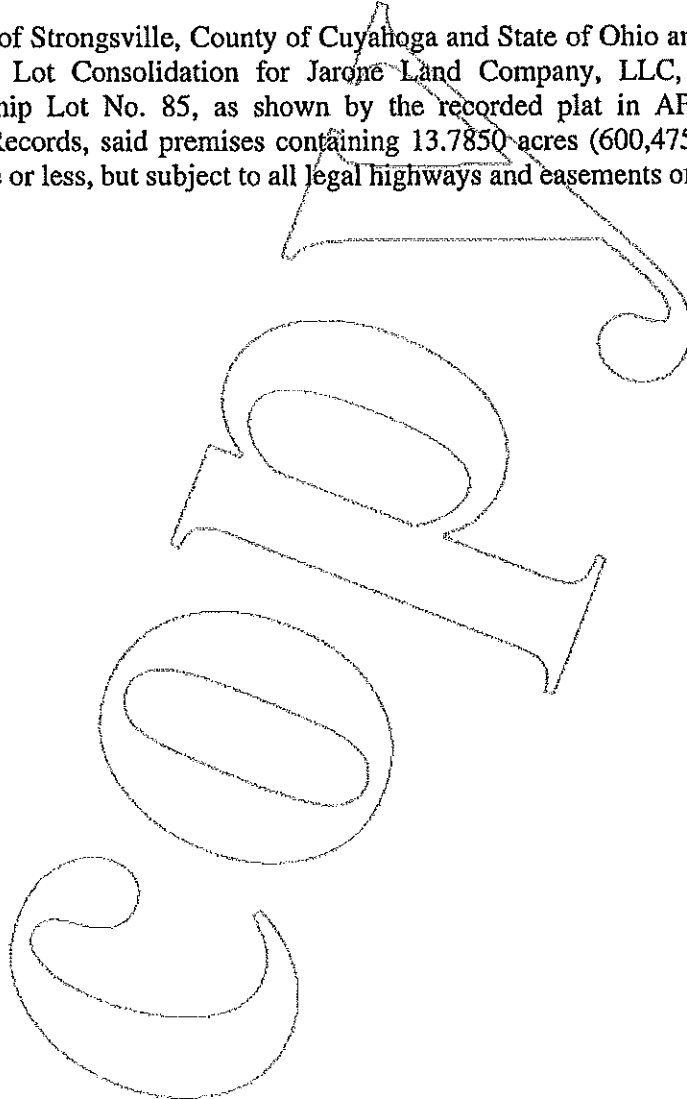


Exhibit C

Sanitary Sewer Area

LEGAL DESCRIPTION
20 Foot Sanitary Sewer Easement across lands of
Anna L. St. Peter and Charles F. Pope
Royalton Road
Strongsville, Ohio

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 85, further known as being a portion of those lands conveyed to Anna L. St. Peter and Charles F. Pope by deed recorded in Volume 15676, Page 451 of Cuyahoga County Records, said premises being more particularly bounded and described as follows:

Beginning on the centerline of Royalton Road (State Route 52), 80 feet wide, at the northwesterly corner of the aforementioned St. Peter and Pope lands, said point being distant North 89 degrees 04 minutes 31 seconds East along said centerline, 729.00 feet from the northwesterly corner of the aforementioned Lot No. 85; thence South 01 degree 00 minutes 29 seconds East along the westerly line of said St. Peter and Pope lands, a distance of 40.00 feet to its intersection with the southerly line of Royalton Road and the PRINCIPAL PLACE OF BEGINNING of the premises herein described;

Course No. 1: Thence North 89 degrees 04 minutes 31 seconds East along the southerly line of said Royalton Road, a distance of 375.52 feet to its intersection with the easterly line of the aforementioned St. Peter and Pope lands;

Course No. 2: Thence South 01 degree 46 minutes 47 seconds East along the easterly line of said St. Peter and Pope lands, a distance of 20.00 feet to a point;

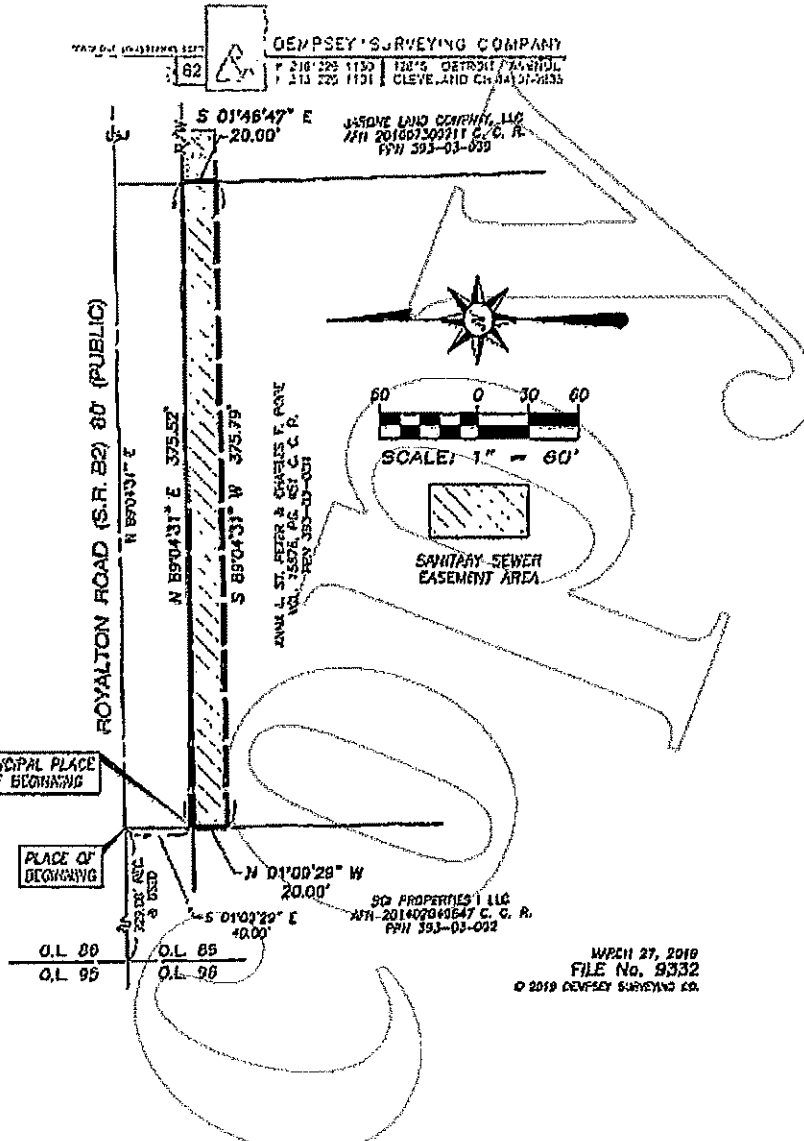
Course No. 3: Thence South 89 degrees 04 minutes 31 seconds West along a line parallel with and distant 20.00 feet southerly by rectangular measurement from the southerly line of said Royalton Road, a distance of 375.79 feet to a point on the westerly line of the aforementioned St. Peter and Pope lands;

Course No. 4: Thence North 01 degree 00 minutes 29 seconds West along the westerly line of said St. Peter and Pope lands, a distance of 20.00 feet to the Principal Place of Beginning, as described by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on March 27, 2019.

Bearings are referenced to Grid North of the Ohio State Plane Coordinate System North Zone, NAD 83 Datum.

**EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION
20' SANITARY SEWER EASEMENT**

Drawing File: 2150347-0332\0332 SAN SEWER EASEMENT.dwg Mar 27, 2019 - 8:42am



(03150347 -2)

Exhibit C

**GRANT OF EASEMENT
FOR
SANITARY SEWER SYSTEM PURPOSES**

This Grant of Easement (this "Agreement") is made between SCANNELL PROPERTIES #567, LLC, an Indiana limited liability company (hereinafter referred to as the "Grantor"), 8801 River Crossing Boulevard, Suite 300, Indianapolis, Indiana 46240, and the CITY OF STRONGSVILLE, a municipal corporation, located at 16099 Foltz Parkway, Strongsville, Ohio 44136 (hereinafter referred to as the "Grantee").

WHEREAS, the Grantor is the owner in fee simple of certain real estate located in the City of Strongsville, Ohio and known as Permanent Parcel No. 393-03-013; and

WHEREAS, a sanitary sewer system and appurtenances consisting of approximately 400 feet of sanitary sewer pipe and appurtenances has previously been constructed on Grantor's property by its predecessors in interest; and

WHEREAS, the Grantor wishes to grant and the Grantee wishes to accept an easement for the purposes of constructing, reconstructing, maintaining, operating and repairing the sanitary sewer system and appurtenances;

NOW, THEREFORE, in consideration of One Dollar (\$1.00) the receipt of which is hereby acknowledged, the following grants, agreements, and covenants are made:

The Grantor, on behalf of itself and its heirs, successors and/or assigns, hereby gives, grants, bargains and conveys to the Grantee, its successors and assigns, a perpetual easement and right to enter upon the premises legally described in Exhibit A and depicted on Exhibit B, each attached hereto and incorporated herein by reference (the "Easement Area"), and to remove and/or replace trees where necessary for the purposes of constructing, reconstructing, maintaining, operating and repairing a sanitary sewer system within the Easement Area, and to make all repairs to such sanitary sewer system connected therewith,

that in the opinion of the proper local authorities of the Grantee, may be necessary or advisable, in order to maintain or operate said sanitary sewer system in accordance with the ordinances, rules and regulations for the management and protection of such systems of said Grantee, now in force or that may hereafter be adopted.

The Grantor and Grantee further, in consideration of the acceptance of the easement by the Grantee above-mentioned, do hereby agree that the sanitary sewer system and appurtenances shall be deemed the property of the Grantee upon full execution of this Agreement.

Grantor acknowledges and agrees that Grantee shall not be obligated to maintain landscaping and/or lawn areas within the Easement Area.

The Grantor hereby restricts said premises within the limits of the Easement Area against the construction thereon of any temporary or permanent structures.

The Grantor agrees to keep the Easement Area free of materials, equipment, vehicles, trees, shrubbery, and any other obstructions which would interfere with Grantee's access to or maintenance of the sanitary sewer system. Grantor further agrees to make no alterations to the Easement Area which would increase or reduce the depth of the sanitary sewer system.

If the Grantor, its successors or assigns desires to alter the Easement Area in any way other than as expressly permitted herein, it must obtain the prior written approval of the Grantee. Upon receipt of such approval, the Grantor shall, at its own expense, relocate or reconstruct all or any portion of the sanitary sewer system which is affected by such alteration and, where necessary, grant a new easement of not less than the width of the Easement Area under the same terms and conditions as herein provided. The relocated or reconstructed sanitary sewer system, upon completion and approval by the Grantee, shall become the property of the Grantee.

The Grantor further agrees that the Grantee shall be relieved of all liability on account of the reconstruction, or relocation of said sanitary sewer system. Grantor hereby indemnifies and guarantees to save harmless Grantee against any expense or damage to said sanitary sewer system that said Grantor and its successors or assigns may at any time cause by the reconstruction, maintenance, repair, or other use of the Easement Area.

If the Grantor violates any of the provisions of this Agreement, the Grantee, at the expense of the Grantor, may enter upon the Easement Area and make such alterations as are necessary to bring the Easement Area into compliance with the provisions of this Agreement.

The Grantor hereby reserves the right to use the Easement Area for such use as is not expressly prohibited by or inconsistent with the terms of this Agreement.

The Grantor covenants with the Grantee that it is well-seized of the Easement Area as a good and indefeasible estate in fee simple, and has the right to grant and convey the Easement Area in the manner and form above written. The Grantor further covenants that it will warrant and defend the Easement Area with the appurtenances thereunto belonging to the Grantee against all lawful claims and demands whatsoever for the purposes described herein.

This Agreement shall inure to the benefit of any person, firm or corporation who the Grantee shall authorize to undertake the performance of work within the purpose of this Agreement.

The parties hereto agree that this Agreement embodies the complete understanding of the parties, and that no changes in this Agreement shall be made unless such changes are in writing, approved and subscribed by the parties hereto.

This Agreement shall be governed by and interpreted under the internal laws of the State of Ohio, shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement may be signed in several counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

If any provision, or a portion thereof, of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other person or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, this Agreement is executed this ____ day of _____, 2022.

“GRANTOR”:

SCANNELL PROPERTIES #567, LLC,
an Indiana limited liability company

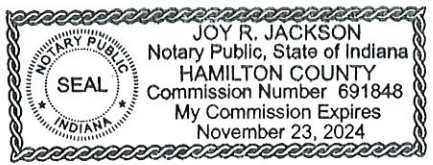
By: *Marc D. Pfleging*
Marc D. Pfleging, Manager

STATE OF INDIANA)
) ss.
COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared the above-named SCANNELL PROPERTIES #567, LLC, an Indiana limited liability company, by Marc D. Pfleging, its Manager, who acknowledged that he did sign the foregoing instrument, and that the same is the free and voluntary act and deed of said limited liability company and his free and voluntary act and deed as such manager.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Indianapolis, Indiana, this 15th day of February, 2022.

Joy R. Jackson
Notary Public



[SEAL]

My Commission Expires: 11/23/24

"GRANTEE":

CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak, Mayor

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

Before me, a Notary Public in and for said County and State, personally appeared the above-named CITY OF STRONGSVILLE, by Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument, and that the same is the free and voluntary act and deed of said municipal corporation and his free and voluntary act and deed as such officer.

IN TESTIMONY WHEREOF, I hereunto set my hand and official seal at Strongsville, Ohio, this ____ day of _____, 2022.

Notary Public

[SEAL]

My Commission Expires: _____

This instrument prepared by
and after recording return to:
Neal M. Jamison, Esq.
City of Strongsville Law Director
16099 Foltz Parkway
Strongsville, OH 44149
440-580-3145

EXHIBIT A
Legal Description of Easement Area

[see attached]



LEGAL DESCRIPTION
20 Foot Sanitary Sewer Easement across lands of
Scannell Properties #567, LLC
Royalton Road
Strongsville, Ohio

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 85, further known as being a portion of those lands conveyed to Scannell Properties #567, LLC by deed recorded in AFN #202111170213 and AFN #202111170214 of Cuyahoga County Records, also being a part of Lot "B" in the Lot Consolidation for Scannell Properties #567, LLC by plat recorded in AFN #202202010229 of Cuyahoga County Map Records, said premises being more particularly bounded and described as follows:

Beginning on the centerline of Royalton Road (State Route 82), 80 feet wide, at the northwesterly corner of the aforementioned Scannell Properties #567, LLC lands conveyed by deed recorded in AFN #202111170213 of Cuyahoga County Records, said point being distant North 89 degrees 04 minutes 31 seconds East along said centerline, 729.00 feet from the northwesterly corner of the aforementioned Lot No. 85; thence South 01 degree 00 minutes 29 seconds East along the westerly line of said Scannell Properties #567, LLC lands, a distance of 40.00 feet to its intersection with the southerly line of Royalton Road and the PRINCIPAL PLACE OF BEGINNING of the premises herein described;

Course No. 1: Thence North 89 degrees 04 minutes 31 seconds East along the southerly line of said Royalton Road, a distance of 405.27 feet to a point;

Course No. 2: Thence South 00 degrees 55 minutes 29 seconds East, a distance of 20.00 feet to a point;

Course No. 3: Thence South 89 degrees 04 minutes 31 seconds West along a line parallel with and distant 20.00 feet southerly by rectangular measurement from the southerly line of said Royalton Road, a distance of 405.25 feet to a point on the westerly line of the aforementioned St. Peter and Pope lands;

Course No. 4: Thence North 01 degrees 00 minutes 29 seconds West along the westerly line of said Scannell Properties #567, LLC lands conveyed by deed recorded in AFN #202111170213 of Cuyahoga County Records, a distance of 20.00 feet to the Principal Place of Beginning, as described by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on January 17, 2022.

Bearings are referenced to Grid North of the Ohio State Plane Coordinate System North Zone, NAD 83 Datum.

EXHIBIT B
Depiction of Easement Area

[see attached]

EXHIBIT TO ACCOMPANY LEGAL DESCRIPTION 20' SANITARY SEWER EASEMENT

www.dempseysurvey.com

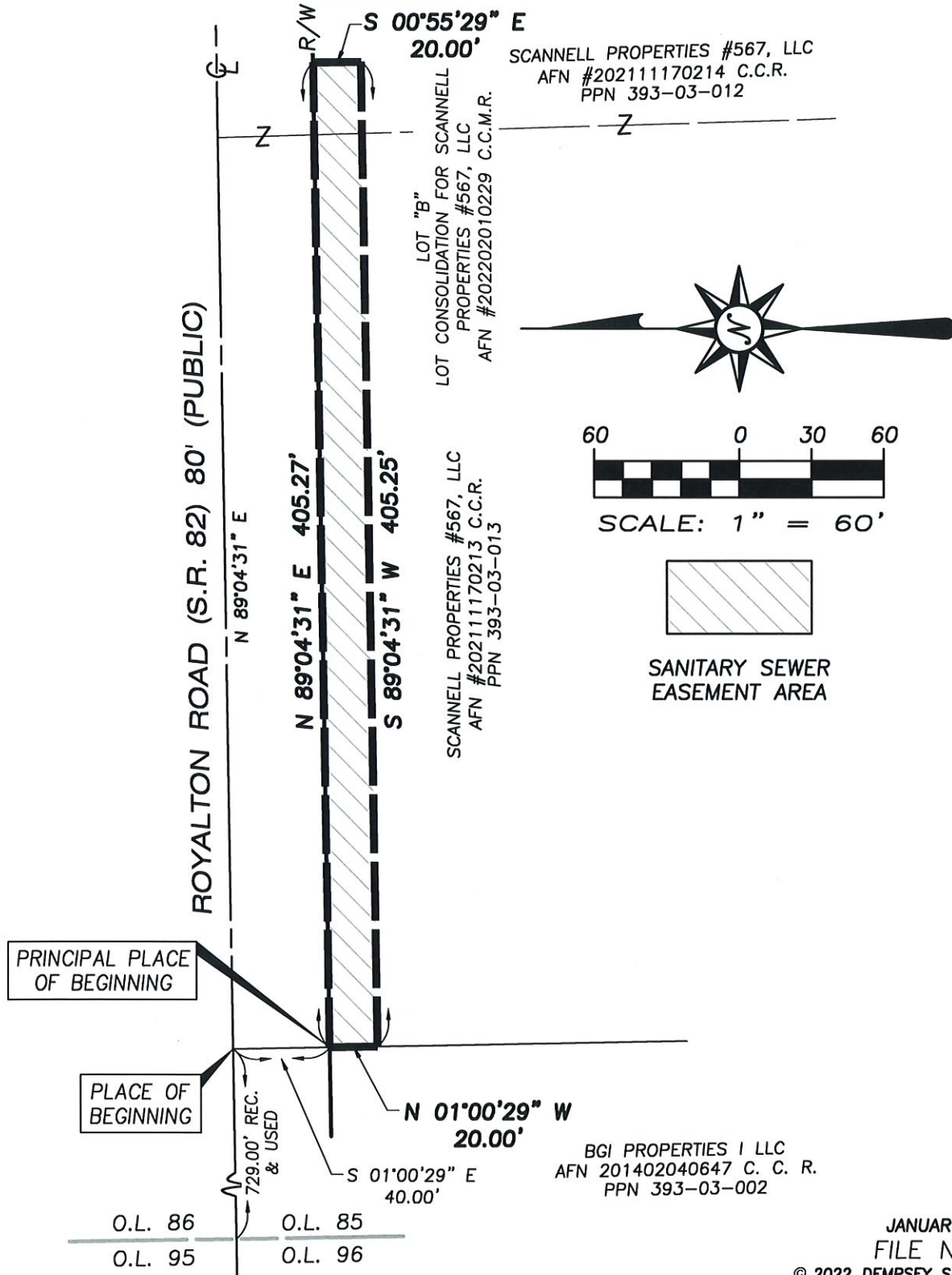
est. 62



DEMPSEY / SURVEYING / COMPANY

P 216/226/1130 12815 DETROIT AVENUE
F 216/226/1131 CLEVELAND, OH 44107-2835

Drawing File: W:\9300-9399\9332\9332 SAN ESMT EXHIBIT R1.dwg Feb 15, 2022 - 9:27am



JANUARY 17, 2022
FILE No. 9332
© 2022 DEMPSEY SURVEYING CO.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 039

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF ONE (1) ARMORED VEHICLE FOR USE BY THE CITY OF STRONGSVILLE POLICE DEPARTMENT, AND DECLARING AN EMERGENCY.

BE IT RESOLVED 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 to advertise for bids for the purchase of one (1) armored vehicle for use by the City of Strongsville Police Department, in accordance with specifications on file in the office of the Chief of Police, which are in all respects hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the Emergency Vehicle 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 is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize advertising for public bidding for the purchase of such armored vehicle in order to protect the lives and property of persons in the City of Strongsville, and to conserve public funds. Therefore, provided, this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council
Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
Clerk of Council

RES
ORD. No. 2022-039
1st Rdg. _____ Amended: _____
Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 040

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH OPTUMHEALTH CARE SOLUTIONS, LLC FOR THE IMPLEMENTATION OF A FITNESS PASSPORT PROGRAM AT THE CITY OF STRONGSVILLE WALTER F. EHRNFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville Walter F. Ehrnfelt Recreation & Senior Center offers a wide variety of programs and activities for all seniors who are residents and non-residents, and further sponsors many different types of events; and

WHEREAS, the OptumHealth Care Solutions Fitness Passport Program is a health and fitness program designed for adults ages 65 and older that may be included in many qualified Medicare plans; and

WHEREAS, the City of Strongsville's Director of Recreation & Senior Services has recommended that the City pursue implementation of a Fitness Passport Program at the Walter F. Ehrnfelt Recreation & Senior Center; and

WHEREAS, through implementation of this Program, the City of Strongsville will be eligible to receive compensation for participating Program members at the City's Walter F. Ehrnfelt Recreation & Senior Center; and

WHEREAS, this Council, therefore, desires to proceed to enter into an Agreement for such Fitness Passport Program.

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 to enter into a Fitness Passport Service Agreement with **OPTUMHEALTH CARE SOLUTIONS, LLC** for a Fitness Passport Program to be implemented at the Walter F. Ehrnfelt Recreation & Senior Center, and effective upon execution of the Fitness Passport Service Agreement, a copy of such Agreement is attached hereto as Exhibit "1" and incorporated herein by reference, which is in all respects hereby approved.

Section 2. That funds received from OptumHealth Care Solutions, LLC in connection with the Fitness Passport Program shall be placed into the Multi-Purpose Complex Fund; and any funds necessary to carry out the Fitness Passport Program shall be paid from such fund.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 040
Page 2

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into an agreement for the OptumHealth Care Program in order that seniors will be able to take advantage of this beneficial fitness program at the Ehrnfelt Recreation & Senior Center, 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2022-040 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

**FITNESS PASSPORT SERVICE
AGREEMENT**

This **Fitness Passport Service Agreement** (this "Agreement") is entered into on February 1, 2022 (the "Effective Date"), by and between OptumHealth Care Solutions, LLC, including its affiliates ("Optum") and City of Strongsville, including its Participating Facilities ("Network"). For purposes of this Agreement, Network and Optum shall collectively be referred to herein as the "Parties" and individually as a "Party".

WHEREAS, Network wishes to become part of the Optum Fitness Passport network comprised of facilities that provide services to support the Fitness Passport Program to Optum's clients; and

WHEREAS, Optum provides its client's Members access to the Fitness Passport Program (as further described in Appendix A attached hereto and incorporated by reference); and

WHEREAS, Optum desires to include Network as part of its Fitness Passport Program offering so that Optum's client's Members may access the Fitness Passport Program.

NOW THEREFORE, for and in consideration of the above recitals, and the mutual covenants and agreements set forth below, and in exchange for other valuable and adequate consideration which the Parties agree is sufficient to enter into this Agreement, the Parties agree as follows:

**ARTICLE 1
DEFINITIONS**

Except as otherwise specifically indicated, the following terms shall have the following meanings in this Agreement (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

Activation ID: A unique system-generated number assigned by Optum and used by both Parties to identify a Member who enrolls in the Fitness Passport Program.

Activation Letter: A letter, which displays the Activation ID that Members print off and present to a Participating Facility to enroll in the Fitness Passport Program.

Fitness Passport Program: A program sponsored by Optum as described in Appendix A herein.

Eligible Member: A benefit holder enrolled in a qualifying health plan that may or may not be a member of a Participating Facility and is not enrolled in the Fitness Passport Program.

Member: A benefit holder enrolled in a qualifying health plan that is enrolled in the Fitness Passport Program and is a member of a Participating Facility.

Participating Facility: Each Network facility location, unless otherwise excluded as expressly stated in Appendix A herein that is obligated by this Agreement to participate in the Fitness Passport Program.

Network Facility Reimbursement: The amount of reimbursement Optum has agreed to remit to Network toward a Member's monthly membership rate that Network represents has met the established Fitness Passport Program visit criteria as defined by Optum in Appendix A.

**ARTICLE 2
TERM AND TERMINATION**

2.1 Term. The initial term of this Agreement shall begin on the Effective Date and shall continue through December

31st of the first calendar year ("Initial Term"). Thereafter, this Agreement shall automatically renew on the same terms and conditions on January 1st of each calendar year after the Initial Term for successive twelve (12) month terms (each a "Renewal Term"), unless otherwise agreed to in writing prior to September 1st of each calendar year or otherwise terminated in accordance with Section 2.2 of this Agreement. The Initial Term and each subsequent Renewal Term may be referred to collectively or separately as "Term."

2.2 Termination. This Agreement may be terminated by any of the following:

- a) If either party provides written notice of non-renewal for the next Renewal Term no later than September 1st of the current Term. Following proper notice of non-renewal the current Term will effectively terminate as of midnight local time of Network on December 31; or
- b) By either Party upon mutual written agreement; or
- c) If either Party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after written notice is given by the non-breaching Party, the Agreement shall terminate at the end of the thirty (30) day period. Any failure to use good faith efforts to cure the breach will be considered an early termination under section (d) below.
- d) Network may, at Optum's sole discretion and subject to the early termination fee described below, terminate the Agreement early at the end of any calendar month for an early termination fee that is due in full and payable upon the effective termination date, pursuant to the following fee schedule. Should Network fail to remit timely payment in full as of the effective early termination date, Network will be liable for interest at the rate of one and half percent (1.5%) or the maximum permitted by law, whichever is less, for each thirty (30) day period on a prorated basis that Network has not remitted the full balance due and payable to Optum. Further, Network shall be liable for any collection/legal/court fees Optum incurs to collect such fee and interest.

Early Termination Fee. For each month of the Term remaining as of the effective termination date, Network will pay Optum a lump sum early termination fee upon the effective date of termination equal to fifty percent (50%) of the average Network Reimbursement Fees that Optum paid Network during the current Term (e.g. January – May Optum average fees for these five months equaled \$2,000.00, therefore Network would pay Optum to terminate June 1 an amount equal to \$1,000.00 per month (calculated as 50% of the \$2,000.00 monthly average) for the remaining 7 months of the Term or \$7,000.00).

- e) This Agreement shall terminate immediately and automatically upon delivery to the other Party of written notice of termination on the occurrence of one of the following:
 - i. Bankruptcy, insolvency or the dissolution of either Party;
 - ii. Unauthorized assignment of this Agreement, whereby such assignment will be subject to the early termination fee in (d) above of this Agreement; or
 - iii. The loss of any license, qualification, authorization, accreditation or certification required for a Party to perform its duties under this Agreement that was not the result of such Party's willful or negligent act or omission (which such act or omission will be subject to the early termination fee in section (d) above).

Each Party agrees to notify the other Party in writing not later than five (5) business days after the occurrence of any of the events referred to immediately above.

2.3 Effect of Termination: Upon termination of this Agreement, each Party shall immediately cease using the other Party's name, symbol or logo ("Mark"), including but not limited to uses of the Mark authorized by this Agreement.

Notwithstanding, the obligation to pay Network Facility Reimbursement to Network by Optum shall survive Termination for 120 days after the termination date.

2.4 Ongoing Obligations. Termination shall not affect either Party's liability for any obligations incurred by such Party prior to the effective date of termination.

ARTICLE 3 OBLIGATIONS OF NETWORK

3.1 Access to, Fulfillment of, and Membership Fees for the Fitness Passport Program. Each Participating Facility shall provide all Members with unlimited visits to the Participating Facility and all standard Network services, during the hours of operation as advertised by the Participating Facility to include, if applicable, an initial orientation to a Participating Facility and the equipment. In connection with participating in the Fitness Passport Program, each Participating Facility will provide Members with unlimited visits to Participating Facility at the rate set forth in Appendix A.

3.2 Acknowledgement. Network acknowledges that Optum is not a payer of services nor an insurer with respect to any services provided by the Network as part of this Agreement.

3.3 Compliance with Applicable Laws. Both Parties shall comply with all applicable local, state and federal laws. Network shall also obtain and maintain any and all licenses required to fulfill its duties and obligations under this Agreement.

3.4 Cooperation with Optum. Both Parties agree Network shall be the first point of contact for Members and Eligible Members and shall assume all service responsibility with respect to Member participation in the Fitness Passport Program, unless the Member contacts Optum first, in which case that Member will be re-directed to the Network. In the event of an escalated issue whereby Optum's assistance is required for resolution, Optum agrees to cooperate with Network in handling any complaints or inquiries from Members or Eligible Members regarding the Fitness Passport Program.

3.5 Account Management. Network will assign an account management individual or team to support Optum with implementation of the Fitness Passport Program.

ARTICLE 4 OBLIGATIONS OF OPTUM

4.1 Payment to Network. Optum shall pay Network the Network Facility Reimbursement set forth in Appendix A for each eligible Member that meets the Fitness Passport Program's monthly visit requirement. Payment details for the Network Facility Reimbursement are set forth in Appendix A.

4.2 Hold Harmless. Network agrees that the only payment Optum is responsible for is in accordance with its obligation described in Section 4.1. The Member is responsible for all other costs, fees and charges related to services not included in the Network standard membership services. Network will not seek and will hold Optum harmless for any charges, fees, costs or expenses a Member may incur that are not part of the obligation of Optum under Section 4.1.

4.3 Promotion of Services. Optum shall promote the Fitness Passport Program to Eligible Members through the Optum Web site, marketing and sales brochures, and other distribution channels designated by Optum, including but not limited to telephone and email communications. Optum shall be responsible for the design and production of any such materials and the design and maintenance of the Optum Web site.

ARTICLE 5 CONFIDENTIALITY

5.1 Information. As permitted by applicable law, each Party acknowledges that in the course of performing under this Agreement, it may learn confidential, trade secret, or proprietary information concerning the other Party or third parties to whom the other Party has an obligation of confidentiality. Each Party shall protect and shall not disclose the other's proprietary information, including but not limited to, trade secrets, lists of Activation IDs and Participating Facilities, Member information, reimbursement amounts, and patented, trademarked, trade-named, service-marked, and copyrighted material or other property belonging to it or to a third party to whom it has an obligation of confidentiality ("Confidential Information").

5.2 Protection of Confidential Information. As permitted by applicable law, each Party agrees that during the term of this Agreement: (a) it will use such Confidential Information only as permitted by this Agreement or as otherwise permitted in writing, (b) it will not disclose such Confidential Information orally or in writing to any third party without the prior written consent of the other Party, (c) it will take at least those precautions to protect the other's Confidential Information as it takes to protect its own similar information, and (d) it will not otherwise use such Confidential Information for its own purposes or that of any other person or entity. A Party may disclose Confidential Information if required by law, legal process, or court order, in which case the disclosing Party shall notify the other Party sufficiently in advance of the disclosure, as allowed by law, to permit intervention at its option. The obligations stated in this Section shall survive termination of this Agreement for so long either Party has access to the other's Confidential Information.

5.3 Privacy. Each Party agrees to be bound by any applicable state and federal rules and regulations concerning the privacy and security of Member information.

5.4 Trademarks, Logos and Copyrighted Materials. Network hereby acknowledges that Optum and its affiliates may, from time to time during the term of this Agreement, provide Network with marketing, promotional or other advertising materials intended for use in connection with the promotion of the Program (such materials together with all content, trademarks, trade names, and/or logos of Optum and its affiliates, the "Optum Marketing Materials"). Optum hereby grants to Network a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display the Optum Marketing Materials during the term of this Agreement without modification solely in connection with the promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect and Network shall immediately cease its use and display of the Optum Marketing Materials. All uses of the Optum Marketing Materials shall be subject to Optum's prior approval. Optum hereby represents and warrants to Network that it has the right to grant the license as set forth in this paragraph. Except as expressly set forth in this Agreement, Network obtains no other rights in or to the Optum Marketing Materials and Optum and its respective affiliates reserve all rights

Network hereby grants to Optum and its affiliates a revocable, nonexclusive, non-assignable and non-transferable right and license to use and display all names, trademarks, trade names, service marks and logos of Network and its affiliates (collectively, the "Network Marks") during the term of this Agreement solely in connection with the administration and promotion of the Program. Upon expiration or the earlier termination of this Agreement, the foregoing license shall automatically terminate and be of no further force and effect. Network hereby represents and warrants to Optum that it has the right to grant the license as set forth in this paragraph.

ARTICLE 6 DISPUTE RESOLUTION

In the event that any dispute, claim, or controversy of any kind or nature relating to this Agreement arises between the Parties, the Parties agree to meet and make a good faith effort to resolve the dispute. If the dispute is not

resolved within thirty (30) days after the Parties first met to discuss it, and either Party wishes to further pursue resolution of the dispute, that Party shall refer the dispute to non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). In no event may the mediation be initiated more than one (1) year after the date one Party first gave written notice of the dispute to the other Party. A single mediator engaged in the practice of law, who is knowledgeable as to the subject matter relevant to the dispute, shall conduct the mediation under the then current rules of the AAA. The mediation shall be held in a mutually agreeable site. Nothing herein is included to prevent either Party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.

ARTICLE 7 RESPONSIBILITY FOR DAMAGES AND INDEMNIFICATION

7.1 Responsibility for Damages. Each Party shall be responsible for any and all damages, claims, liabilities, or judgments it incurs that arise as a result of its own acts or omissions. Any costs for damages, claims, liabilities, or judgments incurred at any time by one Party as a result of the other Party's negligence or intentional wrongdoing shall be paid for or reimbursed by the other Party.

In no event shall either Party be liable to the other for incidental, consequential, economic, special, or lost profit damages, even if such Party has been advised of the possibility of such damages. Consequential damages include, but are not limited to, lost profits, lost revenues, and lost business opportunities, whether or not the other Party was or should have been aware of the possibility of these damages.

ARTICLE 8 MISCELLANEOUS

8.1 Entire Agreement. This Agreement, exhibits and attachments constitute the entire understanding between the Parties and supersedes all proposals, communications and agreements between the Parties relating to its subject matter.

8.2 Independent Contractors. The Parties' relationship to each other is that of independent contractors. No Party shall be deemed to be, or hold itself out as, a partner, agent, employee or joint venture partner of any other Party. No Party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, or to represent any other Party as an agent, employee or in any other capacity.

8.3 Insurance. Each Party, at its sole cost and expense, shall procure and maintain in full force and effect for the term of this Agreement and after its termination for so long as the services are provided to Members pursuant to this Agreement, adequate commercial general liability insurance coverage, including but not limited to contractual liability insurance coverage, with limits that are reasonable and customary for its business to cover liabilities and claims which may arise in relation to or in connection with providing such Party's respective services under this Agreement, but in no event less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate.

8.4 Certificate of Insurance. Network and Optum agree to 1) provide the other, within ten (10) business days of a written request, with a Certificate of Insurance with respect to all liability insurance required under this Agreement, and 2) maintain the foregoing policy or policies of insurance without material change or cancellation except upon thirty (30) days written notice to the other Party.

8.5 Right to Audit. Optum shall have the right to review or to appoint an independent third party auditor to review the files and materials used by Network for the purpose of auditing compliance by Network related to Network's obligations under this Agreement. Optum may exercise such right of audit during normal business hours upon five (5) business days prior written notice to Network. Network shall cooperate with Optum's auditor in the performance of

any audit. Optum shall be solely responsible for the cost of the audit, providing however, if such audit reveals reporting discrepancies to Optum, Network shall bear the costs of such audit.

8.6 Fitness Passport Program Performance Standards. The Fitness Passport Program Performance Standards are attached hereto and incorporated herein by reference as Appendix B.

8.7 Assignment. Except as provided in this Section, neither party may assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written consent of the other party, which shall not be unreasonably withheld. Network and Optum acknowledge that persons and entities under contract with or affiliated with them may perform certain services under this Agreement. Network acknowledges that assignment by Optum of all or any of its rights and responsibilities under this Agreement to any affiliate shall not require Network's prior written consent.

8.8 Successors. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heir(s), personal representatives, executors, administrators, successors, and assigns.

8.9 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Ohio.

8.10 Amendments. No amendments, modifications, or additions to this Agreement shall be valid unless made in writing and signed by both the Network and Optum.

8.11 Invalidity of Sections of Agreement. If any portions of this Agreement shall, for any reason, be invalid or unenforceable such portions shall be ineffective only to the extent of such invalidity or unenforceability and the remaining portion or portions shall nevertheless be valid, enforceable and of full force and effect.

8.12 Survival. The terms and conditions of this Agreement, which by their express or implied terms, survive the termination of this Agreement, shall survive the termination of this Agreement.

8.13 Notices. Any notice, demand, or communication required under this Agreement shall be hand delivered or sent by commercial overnight delivery service, or if mailed, by pre-paid, first class mail to the addresses below. The addresses to which notices are sent may be changed by proper notice.

Notice to Optum:
OptumHealth Care Solutions, LLC
Attn: Contracts Administration MN101-W013
11000 Optum Circle
Eden Prairie, MN 55344

Notice to Network:
City of Strongsville
18100 Royalton Rd
Strongsville, Ohio 44126


8.14 Counterparts. This Agreement may be executed by electronic signatures or in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one agreement.

Signatures on following page

IN WITNESS WHEREOF, this Agreement is executed by the parties' authorized officers or representatives and shall be effective as of the Effective Date.

OptumHealth Care Solutions, LLC
11000 Optum Circle
Eden Prairie, MN 55344

City of Strongsville
18100 Royalton Rd
Strongsville, Ohio, 44126

Signature: 
Artemus Anderkay (Feb 25, 2022 14:31 CST)

Signature: _____

Print Name: Artemus Anderkay

Print Name: Thomas P. Perciak

Title: Director of Finance

Title: Mayor

Date: 02/25/2022

Date: _____

Agreement Number: 00816283.0

Appendix A

**Fitness Passport Program
Fees and Description of Services**

- I. **Fitness Passport Program Description:** The Optum Fitness Passport Program provides eligible Members with pre-determined monthly membership rates to Participating Networks when they enroll in the Fitness Passport Program. The Optum Fitness Passport Program also reimburses Participating Networks a pre-determined amount when Members meet the established program criteria as defined by Optum.

- II. **Network Reimbursement Fees:** In connection with participating in the Fitness Passport Program, Optum will reimburse Network a pre-determined amount each calendar month for each participating Member, following Network's validation and representation that the Member has met the program criteria as defined by Optum below. The Network Facility Reimbursement payment is associated with a Member's cumulative number of monthly visits to any Participating Facility. For the avoidance of doubt, the Network Facility Reimbursement payment is not applicable to each Participating Facility individually.

Member Participation Requirement	Network Reimbursement amount paid by Optum
Member visits any Participating Facility during calendar month	\$3.20 per visit to Participating Facility with a maximum monthly payment of \$32.00 (10 visits)

Unless Network has notified Optum in writing no later than August 1st of the current Term the Network Reimbursement Fee will not be negotiable and will continue for the next Renewal Term.

III. **Description of Services:**

1. **Network Responsibilities.**

Network shall be responsible for:

- a) **Participating Facility Membership Fees:** In connection with participating in the Fitness Passport Program, Network shall waive any and all enrollment and membership fees for those Members that enroll in the Fitness Passport Program. Network will need to enroll the eligible Member in the Fitness Passport Program in order to be eligible for reimbursement.

- b) Network will reasonably cooperate with Optum to create Fitness Passport Program communication and promotional materials for Optum to send to Optum's clients, Members or Eligible Members.

- c) Maintaining a Web site that provides Participating Facilities locations including Network branches by zip code as well as a list of amenities and services, hours of operation and other information for each Participating Facility. Network shall allow Optum to link to this site for purposes of providing information to Eligible Members and Members.

- d) By the seventh day of each month or the next business day if the seventh day of the month falls on a weekend or holiday, the Network or Optum's designated third party will deliver to Optum, in a file format specified by Optum, a file containing the usage data for the prior month for every Member in the Fitness Passport Program, regardless of how many times they visited the Network each month.

Network will report a Member's cumulative number of visits to any Participating Facility in the file containing usage data. Network is responsible for ensuring the submitted usage data is accurate. A maximum of one (1) visit per calendar day can be counted towards a Member's monthly visit total to Network. Network will be responsible for accurate reporting monthly and correct any errors in reporting. For purposes of this Agreement, Optum will only be responsible for those records that have been reported within two (2) months from the end of the reported month will be evaluated for possible Network Facility Reimbursement. For example, at the conclusion of the month of April, the Network has two calendar months to report a Member's April visit count for purposes of calculating a possible Network Facility Reimbursement. Upon identifying any processing errors Network will promptly notify Optum of these errors and the errors will be corrected in the next month's payment cycle.

- e) Assisting to resolve questions, complaints or grievances related to a Member's participation in the Fitness Passport Program and to notify Optum via e-mail correspondence of all unresolved Member disputes and/or grievances that require the involvement of Optum.
- f) Completing all enrollment paperwork, program training and staff training necessary to begin accepting Members within thirty (30) business days of the Agreement Effective Date. Network will be listed as a Participating Facility on Fitness Passport Program website within thirty (30) days of the Agreement Effective Date.
- g) Additional administrative and support services as described herein.

2. Optum Responsibilities.

Optum shall be responsible for:

- a) Communicating program overview to Members pursuant to Section 4.3 of the Agreement.
- b) Making reasonable efforts to notify Optum's Eligible Members of Fitness Passport Program enrollment guidelines and processes.
- c) Posting updated facilities as a Participating Facility directory on the Optum Web site pursuant to Section 4.3 of the Agreement when available.
- d) Upon receipt of Member Fitness Passport Program utilization information on a monthly basis from Network or Optum's designed third party, Optum will verify the eligibility of Members listed on the monthly Member usage file and indicate which Activation IDs meet eligibility requirements for Network Facility Reimbursement to Network. Optum will designate with an error code any records which are ineligible for any such payments.
- e) By the twenty-third day of each month or the next business day if the twenty-third day of the month falls on a weekend or holiday, Optum will provide the eligibility verification file containing the payment amount of Network Facility Reimbursement to be reimbursed to Network. In addition, by the twenty-third day of the month Optum will send a payment via electronic funds transfer ("EFT") to Optum's designated third party equal to the total amount of Network Facility Reimbursement to Network for the prior month.
- f) Additional administrative and support services as described herein.

3. Additional Fitness Passport Program Guidelines.

- a) The Network Facility Reimbursement period for Network is calculated based on each calendar month only, regardless of the date of enrollment by the Member. A Member who signs up for the Fitness Passport Program will enable Network to be eligible to earn an Network Facility Reimbursement payment from Optum commencing as of the month the Member enrolls. For example, if the Member enrolls in the Fitness Passport Program on January 5, Network may earn the Network Facility Reimbursement if the Member meets their monthly attendance requirement at a Network on or after January 1 through the end of January.

Appendix B

**Fitness Passport Program
Performance Standards**

Network and Optum accept the minimum performance standards set forth below.

**Section 1 Minimum
Standards**

1.1 Customer Service: Participating Facilities and Optum shall work together to resolve all Member complaints and grievances in a timely manner. Network will make best efforts to achieve the Customer Service Deliverables listed in Table 1 below:

TABLE 1 - Customer Service	
Service Level Deliverables	Timeframe
E-mails and written inquiries to and from Participating Facilities from Optum	Network will respond within two (2) business days
Member complaints and/or issues	Network must notify Optum in a timely manner of any disputes or other issues involving Members and Network will work to resolve such disputes.

1.2 Data and Payment Processing Schedule: Network, Optum and Optum's designated third parties, if applicable will use the following schedule set forth in Table 2 below for processing data and sending payment:

TABLE 2 - Data and Payment Processing (per Appendix A)		
Network to provide Member usage file to Optum or Optum's designated third party*	Optum to provide eligibility verification file to Optum's third party	Optum or Optum's designated third party to transmit the Network Facility Reimbursement to Network's designated account
By the seventh day of the month or the next business day if the seventh day of the month falls on a weekend or holiday, following the month of usage	By the twenty-third day of the month or the next business day if the twenty-third day of the month falls on a weekend or holiday, following the month of usage**	By the first day of the month or the next business day if the first day of the month falls on a weekend or holiday, following the exchange of data**
Example: February 7 for January usage	Example: February 23 for January usage	Example: March 1 for January usage received in February

* If Optum notifies Network that Optum utilizes a third party to collect Member usage from Network, Network will provide Member's monthly usage reports to Optum's designated third party no later than by the fifth day of the month.

** Subject to timely receipt of usage data received by Network

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 041

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR NATATORIUM RENOVATIONS AT THE WALTER F. EHRNFELT RECREATION & SENIOR CENTER FACILITY IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

BE IT RESOLVED 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 to advertise for bids for Natatorium Renovations at the Walter F. Ehrnfelt Recreation & Senior Center facility in the City of Strongsville, consisting of removal and replacement of natatorium flooring, re-plaster and re-tile of three (3) pools and replacement of the filtration system of two (2) pools, all in accordance with specifications on file in the office of the Director of Recreation & Senior Services, which are in all respects hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the Recreation 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 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 is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize advertising for public bidding for these services in order to properly renovate and maintain the Aquatic area at the Recreation Center facilities to protect the health and safety of City employees, guests and invitees to City-owned facilities, and to conserve public funds. Therefore, provided, this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 - 041
Page 2

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

Attest: _____
Clerk of Council

RES
ORD. No. 2022-041 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 042

By: Mayor Perciak and All Members of Council

AN ORDINANCE REQUESTING PARTICIPATION IN AN OHIO DEPARTMENT OF TRANSPORTATION CONTRACT FOR THE PURCHASE OF FOUR (4) NEW 2022 FORD F350 PICKUP TRUCKS WITH APPURTENANCES, FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

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

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of four (4) new 2022 Ford F350 pickup trucks, with appurtenances, through the State of Ohio Department of Transportation Contract No. 098-22, for use by the Service Department of .the City.

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

Section 1. That Council approves and authorizes the Mayor's request for authority in the name of the City of Strongsville to participate in the Ohio Department of Transportation contract with **VALLEY FORD TRUCK, INC.**, for the purchase of four (4) new 2022 Ford F350 pickup trucks, with appurtenances, for use by the Service Department of the City, which contract the Department will have entered into pursuant to Revised Code Section 5513.01(B), in an amount not to exceed \$234,608.00, and as reflected on Exhibit A attached hereto.

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

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

Section 4. That the funds for the purposes of said contract have been appropriated and shall be paid from the Street Construction, Maintenance & Repair 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.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 - 042

Page 2

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in such program and purchase of such equipment in order to maintain continuity in the operation of the Service Department of the City, 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2022-042 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

VALLEY TRUCK CENTERS



FEBRUARY 16, 2022

CITY OF STRONGSVILLE BRYAN TIMKO 440-580-3171 bryan.timko@strongsville.org

OHIO CONTRACT 098-22

Hi Bryan,

Following are the specifications for the F350 pickup truck. Cost per unit is \$58,652.00.

Due to current market conditions, I don't have a good idea on delivery. Build is at the discretion of the Manufacturer. Availability is subject to change without notice.

I will call to follow up but please call anytime with any questions, (216)524-2400.

Regards,
Jenny Loveland
Government Sales Manager

Fleet Maintenance Council of NE Ohio
NE Ohio Service Directors
Ohio Township Association
Vendor State of Ohio

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 043

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTIONS 1023.07 OF TITLE TWO OF PART TEN-STREETS, UTILITIES AND PUBLIC SERVICES CODE; AND SECTION 1228.01(h) OF TITLE FOUR OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, CONCERNING TREE FEES, 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 1023.07 of Title Two of Part Ten-Streets, Utilities and Public Services Code of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

1023.07 TREE FEES.

(a) Upon the issuance of a building permit for the construction or remodeling of a building or structure which replaces a ground surface area in excess of 400 sq. ft., a fee shall be charged as follows:

- (1) ~~\$275.00~~**450.00** for up to the first 2,000 sq. ft. of ground surface area displaced by such building or structure.
- (2) ~~\$550.00~~**900.00** for 2,000.01 to 4,000 sq. ft. of ground surface area displaced by such building or structure.
- (3) An additional amount of ~~\$275.00~~**450.00** for each additional 2,000 sq. ft. in excess of 4,000 sq. ft. or portion thereof of ground surface area displaced by such building or structure.

(b) This fee reflects the current average costs to purchase, transport, and plant a tree within the City. The City Coordinator of Natural Resources may review this cost on an annual basis and make recommendations to City Council which reflect the then current costs.

~~(Ord. 2018-036. Passed 5-7-18.)~~

Section 2. That Section 1228.01(h) of Title Four of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

1228.01 SUBDIVISION IMPROVEMENTS REQUIRED BEFORE FINAL APPROVAL.

* * *

- (h) The developer or entity requesting any type of subdivision shall pay to the City a fee of ~~Two Hundred Seventy-Five~~**Four Hundred Fifty** Dollars (~~\$275.00~~**450.00**) per tree based upon one tree being required for each forty-five linear feet of lot frontage on a public

street. The fees shall be placed in the Tree Fund Account and the City shall utilize the funds to purchase and install trees in subdivisions pursuant to the provisions of Chapter 1023. The City Coordinator of Natural Resources shall make recommendations to the Planning Commission, and the Planning Commission shall decide on the type and number of trees to be planted for each new subdivision, at the time that the subdivision receives final approval by the Planning Commission for record purposes, as set out in the City's Planning and Zoning Code. The fee shall be paid by the developer or entity requesting the subdivision prior to final approval of any plat for record purposes.

* * *

~~(Ord. 2018-036, Passed 5-7-18.)~~

Section 3. That all other Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

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 immediately necessary for the public health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to provide continuity of operations of the City's Service Department and to update fees concerning trees, 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.

First reading: _____	Referred to Planning Commission
Second reading: _____	_____
Third reading: _____	Approved: _____
Public Hearing: _____	
_____	Approved: _____
President of Council	Mayor
Date Passed: _____	Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 043
Page 3

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

Attest: _____
Clerk of Council

ORD. No. 2022-043 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 044

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTION 1025.10 OF TITLE TWO OF PART TEN-STREETS, UTILITIES AND PUBLIC SERVICES CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, CONCERNING TREE FEES, 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 1025.10 of Title Two of Part Ten-Streets, Utilities and Public Services Code of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

1025.10 RELOCATION OR REPLACEMENT.

Except for trees required to be removed to construct or clear for street right of ways, public easements, lakes or detention or retention basins, or other drainage ways, and public utilities, as a condition of the granting of a permit, the applicant shall be required to install trees on the following basis:

SCHEDULE OF THE MINIMUM NUMBER AND CALIPER OF TREES.

Zoning Districts*	Total Minimum Number of Trees**	Total Minimum dbh of Trees (in.)**
R1-75, R1-100, R1-125, OF-C, RT-C, ER		
Individual lot:	2	6
or		
Per Acre: (whichever is greater)	20	80
R2-F per acre:	20	100
RMF-1, PDA-1, PDA-2 per acre	20	100
PF, SR-1, SR-2, LB, GB, MS, R-RS, OB per acre:	15	60
SC per acre:	15	60
RD, CS, GI per acre:	10	30
All other Districts per acre:	20	80

* District abbreviations are set out in §1250.01.

** The total number and dbh of trees are in addition to trees required pursuant to Codified Ordinance §1228.01.

Developments shall meet or exceed the minimum of both the number and the caliper or dbh of trees on the site after construction or development and after all public utilities and drainage areas have been installed and approved by the City.

The requirements of this Section may be varied by the ~~City Forester~~ **Coordinator of Natural Resources** upon a showing that such requirements will create a hardship in the use of the site or if the applicant, in the sole judgment of the ~~City Forester~~ **Coordinator of Natural Resources**, utilizes alternative means of saving trees such as common areas with trees within the development or construction site. Each replacement tree shall be the State Department of Agriculture Nursery Grade No. 1 or better. A suggested list of kinds of replacement trees will be on file in the ~~City Forester's~~ **Coordinator of Natural Resources'** office. The ~~City Forester~~ **Coordinator of Natural Resources** shall designate the location of the replacement or relocation or the tree(s) removed and shall base her/his designation on a determination of the location which will best serve to lessen the adverse impact considering the factors set forth under Section 1025.09(b). **In the event a development is unable to comply with the requirements of this Section, as determined by the Planning Commission, then the applicant shall pay to the City for trees, in the amount provided for in this Section, to be planted somewhere else in the City of Strongsville by the City. Payment shall be made pursuant to Section 1228.01(h) of the Strongsville Codified Ordinances. The Coordinator of Natural Resources shall determine where these trees are to be planted in the City of Strongsville.**
~~(Ord. 2001-33. Passed 9-17-01.)~~

Section 2. That all other Ordinances or parts of Ordinances in conflict herewith be and the same are hereby repealed.

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 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 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the public health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to provide continuity of operations of the City's Service Department and to update fees concerning trees, 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.

First reading: _____

Referred to Planning Commission

Second reading: _____

Third reading: _____

Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 - 044
Page 3

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

ORD. No. 2022-044 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 045

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTION 1420.02.5 (TABLE) OF CHAPTER 1420 OF TITLE FOUR OF PART FOURTEEN, BUILDING AND HOUSING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE TO MODIFY FEES IN THE TREE PLANTING FUND RANGE TABLE, 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 existing Section 1420.02.5 (Table) of Chapter 1420 of Title Four of Part Fourteen, Building and Housing Code, of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

CHAPTER 1420
Fees

* * *

1420.02 BUILDING AND ENGINEERING PLAN EXAMINATION, PERMIT AND INSPECTION FEES.

The following fees shall be paid by the applicant for the occupancies and items listed below at the time an application is made and/or at the time such fees are determined, but in any event no later than at the time of issuance of the permit:

* * *

Table with 5 columns: From, To, Base Fee, Plus This Additional Rate, Permit Fee. Title: Tree Planting Fund Range Table 1420.02.5. Content includes ground surface area displaced by a new building or structure with various fee tiers.

(Ord. 2021-122. Passed 9-7-21.)

* * *

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 045
Page 2

Section 2. That in case of conflict between any provision of this Ordinance and any other ordinance or resolution, or part thereof, the provisions of this Ordinance shall prevail and apply, unless a conflicting provision is deemed to be more restrictive.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the public health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to provide continuity of operations of the City's Building Department and to update fees concerning trees, 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.

First reading: _____ Referred to Planning Commission

Second reading: _____

Third reading: _____ Approved: _____

 President of Council Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

Attest: _____
 Clerk of Council

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

ORD. No. 2022-045 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 046

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF GENERAL PAVEMENT SERVICES FOR 2022 TO BE USED BY THE DEPARTMENT OF PUBLIC SERVICE OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

BE IT RESOLVED 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 to advertise for bids for the purchase of general pavement services to be used during 2022 by the Department of Public Service of the City of Strongsville, in accordance with specifications on file in the office of the Director of Public Service, which are in all respects hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the Street Construction, Maintenance and Repair 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 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 improve and render safe various public roadways in the City, provide for the continuity of services and operation of the Department of Public Service, and to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 046
Page 2

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

Attest: _____
Clerk of Council

ORD. No. 2022-046 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 047

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING ORDINANCE NO. 2010-038 IN ORDER TO INCREASE THE HOURLY RATES FOR SPECIAL LEGAL COUNSEL IN CONNECTION WITH ONGOING COLLECTIVE BARGAINING AND LABOR RELATIONS MATTERS, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2010-038, this Council authorized the Mayor to employ special legal counsel and enter into an agreement with Attorney Jon M. Dileno and the law firm of Zashin & Rich Co., L.P.A., in order to provide professional legal services to the City in connection with various collective bargaining and labor relations matters; and

WHEREAS, thereafter, by and through Ordinance No. 2017-161, Council amended such prior Ordinance in order to authorize the Mayor to increase the hourly rates for the special counsel in connection with ongoing labor relations matters; and

WHEREAS, since that time, the special counsel has again requested an increase in the hourly rates charged to the City; and

WHEREAS, the City's Law Director has recommended that due to the continuing need for special outside legal services with regard to ongoing collective bargaining and labor relations matters, it will be necessary, and in the best interest of the City, to again amend the prior Ordinance for such special legal counsel in order to provide for an increase in hourly rates charged to the City, as set forth in the letter from Zashin & Rich Co., L.P.A. attached hereto as Exhibit A.

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

Section 1. That Ordinance No. 2010-038 is hereby amended in order to provide for an increase in the hourly rates for the special legal counsel in connection with ongoing collective bargaining and labor relations matters, in accordance with the prior agreement entered into with **ATTORNEY JON M. DILENO**, and the law firm of **ZASHIN & RICH CO., L.P.A.**, as set forth in the letter attached hereto as Exhibit A.

Section 2. That the funds for the purpose of such services and said agreement have been appropriated and shall be paid from the General Fund, Fire Levy Fund, Multi-Purpose Complex Fund, and the Street Construction Maintenance & Repair Fund; and the Director of Finance be and is hereby authorized and directed to issue payment in accordance with the terms and conditions of such proposal and agreement.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 047
Page 2

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the continuation of such special legal services is immediately necessary in order to protect the legal interests of the City and provide ongoing representation to the City in pending collective bargaining and labor relations matters, 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.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

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

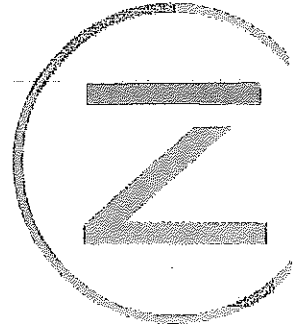
Attest: _____
 Clerk of Council

ORD. No. 2022-047 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

ZASHIN & RICH

Ernst & Young Tower | 950 Main Avenue, 4th Floor | Cleveland, Ohio 44113 | p: 216 696 4441 | f: 216 696 1618 | zrlaw.com



Jon M. Dileno
Attorney at Law
jmd@zrlaw.com

February 15, 2022

VIA ELECTRONIC MAIL

Neal M. Jamison, Esq.
Law Director
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149-5598

RE: Zashin & Rich Legal Fees

Dear Mr. Jamison:

As you know, I have been representing the City in its labor matters since 2010 and it has been my honor and pleasure to represent the City throughout these 12 years. As you also know, in our profession there are periodic increases in rates which occur. In those 12 years, we have raised our rates in modest fashion on only two occasions – the last increase occurring back in 2017. As discussed in our recent phone conversation, I am requesting a \$20.00 per hour increase to our attorney rates and a \$10.00 increase to our paralegal rates. If that request is granted, our rates would be as follows:

Partner-level:	\$290/hour
Associate-level:	\$230/hour
Paralegal:	\$125/hour

I appreciate your consideration of this request and look forward to what will hopefully be many years of ongoing representation of the City of Strongsville.

Very truly yours,

ZASHIN & RICH CO., L.P.A.



Jon M. Dileno

JMD/tr

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 048

By: Mayor Perciak and All Members of Council

AN ORDINANCE RE-AFFIRMING CURRENT SECTION 206.01 OF CHAPTER 206 OF TITLE TWO OF PART TWO OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE AND CONFIRMING EXISTING WARD BOUNDARIES BASED UPON THE 2020 FEDERAL CENSUS RESULTS, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Article III, Section 2 of the City Charter, the Council is authorized and directed to review at least every ten (10) years the ward boundaries for the City, and to ensure they are as nearly equal in population as possible; and

WHEREAS, each ward is to be composed of contiguous and compact territory bounded by natural boundaries or street lines; and

WHEREAS, any changes in ward boundaries must be made and finalized not less than six (6) months prior to the filing deadline with the Board of Elections of Cuyahoga County for candidates for municipal office; and

WHEREAS a national census was conducted by the Federal Government in 2020 in accordance with law, and the results have now been made available to local municipalities, including the City of Strongsville; and

WHEREAS, the City's Engineering Department and City Planner have analyzed the City's population by ward based upon the 2020 U.S. Census data and local building permits issued since then by the City, all as reflected on Exhibit A attached hereto and incorporated by reference; and

WHEREAS, it has been determined that the population appears to be relatively equal among the currently constituted four (4) City wards; therefore, it is recommended that the existing ward boundaries be re-approved, re-affirmed and continued in their present form.

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

Section 1. That Section 206.01 of Chapter 206 of Title Two of Part Two of the Codified Ordinances of the City of Strongsville be and is hereby re-affirmed to read in its current form and in its entirety as follows:

**206.01 ESTABLISHMENT AND DESCRIPTION;
INCORPORATION OF MAP.**

(a) For the purpose of dividing the City into four wards as required by Section 2, Article III of the City Charter, there are established four wards, which shall include the respective territories hereinafter described:

- (1) Ward 1. Commencing at the centerline of Pearl Road at its intersection with the centerline of Sprague Road; southerly along the centerline of Pearl Road to its

intersection with the centerline of Royalton Road; easterly along the centerline of Royalton Road to its intersection with the centerline of Interstate 71; southerly along the centerline of Interstate 71 to its intersection with the centerline of Drake Road; easterly along the centerline of Drake Road to its intersection with the centerline of West 130th Street; northerly along the centerline of West 130th Street to its intersection with the centerline of Sprague Road; westerly along the centerline of Sprague Road to the place of the beginning.

- (2) Ward 2. Commencing at the centerline of Pearl Road at its intersection with the centerline of Shurmer Road; southerly along the centerline of Pearl Road to its intersection with the centerline of Boston Road; easterly along the centerline of Boston Road to its intersection with the centerline of West 130th Street; northerly along the centerline of West 130th Street to its intersection with the centerline of Drake Road; westerly along the centerline of Drake Road to its intersection with the centerline of Interstate 71; northerly along the centerline of Interstate 71 to its intersection with the centerline of Shurmer Road; westerly along the centerline of Shurmer Road to the place of the beginning.
- (3) Ward 3. Commencing at the centerline of Pearl Road at its intersection with the centerline of Sprague Road; westerly along the centerline of Sprague Road and the westerly prolongation thereof to the intersection thereof with the boundary of the City of Berea; southerly along such boundary to its intersection with the northerly right of way line of the Ohio Turnpike; northwesterly along the northerly right of way line of the Ohio Turnpike to its intersection with the centerline of Sprague Road; westerly along the centerline of Sprague Road to its intersection with the centerline of Marks Road; southerly along the centerline of Marks Road and southerly prolongation thereof to its intersection with the centerline of Royalton Road; easterly along the centerline of Royalton Road to its intersection with the centerline of Pearl Road; northerly along the centerline of Pearl Road to the place of the beginning.
- (4) Ward 4. Commencing at the centerline of Marks Road at its intersection with the centerline of Royalton Road; southerly along the centerline of Marks Road to its intersection with the centerline of Boston Road; easterly along the Centerline of Boston Road to its intersection with the centerline of Pearl Road, northerly along the centerline of Pearl Road to its intersection with the centerline of Shurmer Road; easterly along the centerline of Shurmer Road to its intersection with the centerline of Interstate 71; northerly along the centerline of Interstate 71 to its

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 048
Page 3

intersection with the centerline of Royalton Road; westerly along the centerline of Royalton Road to the place of the beginning.

(b) The map on file in the Clerk of Council's Office and indicating the boundaries of the respective wards is made a part hereof for reference and such interpretation as is necessary.

~~(Ord. 2012-130. Passed 7-16-12.)~~

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

Section 3. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to re-affirm the boundaries of the various wards consistent with new Federal census figures and local building permits issued since the Census, in a timely manner, and in order to comply with the City Charter and other applicable legal requirements. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

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

Attest: _____
 Clerk of Council

ORD. No. 2022-048 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



CITY OF STRONGSVILLE

ESTIMATED POPULATION BY WARD

Current Estimated Population - 46,744
Average Ward Population Target - 11,686

