



City of Strongsville

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

February 26, 2026

City Council

James A. Kaminski
Ward 1

Annamarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Anthony Zacharyasz, Jr.
At-Large

Aimee Pientka, MMC
Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, March 2, 2026**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road:***

Caucus will begin at 6:20 p.m. All committees listed will meet immediately following the previous committee:

6:20 P.M.

Planning Zoning & Engineering Committee will meet to discuss Ordinance Nos. 2025-144, 2026-017, 2026-018 and Resolution No. 2026-019.

Public Safety & Health Committee will meet to discuss Ordinance Nos. 2026-020 and 2026-021.

Committee of the Whole:

Motion to approve the committee minutes of February 2, 2026.

7:00 P.M.

Regular Council Meeting

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

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING

MONDAY, MARCH 2, 2026 AT 7:00 P.M.

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

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Regular Council Meeting – February 17, 2026*
6. PUBLIC HEARING:
 - Ordinance No. 2025-144 by Mayor Perciak and All Members of Council. AN ORDINANCE ENACTING NEW CHAPTER 878 "FIBER OPTIC INSTALLERS" OF TITLE TWO OF PART EIGHT-BUSINESS REGULATION AND TAXATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY. *As Amended. First reading and referred to the Planning Commission 12-15-25. Favorable recommendation by the Planning Commission 12-18-25. Amended, second reading and referred back to the Planning Commission "As Amended" 01-05-26. Favorable recommendation by the Planning Commission 01-15-26. Third reading 01-20-26. Public hearing 03-02-26.*
7. APPOINTMENTS, CONFIRMATIONS AWARDS AND RECOGNITION:
 - Dr. Cameron Ryba, Superintendent for Strongsville City Schools, will be present to provide a presentation for the "Foundation of the Future" plan.
8. REPORTS OF COUNCIL COMMITTEE:
 - COMMUNICATIONS AND TECHNOLOGY – Roff
 - ECONOMIC DEVELOPMENT – Clark
 - PLANNING, ZONING AND ENGINEERING – Zacharyasz
 - PUBLIC SAFETY AND HEALTH – Kaminski
 - PUBLIC SERVICE AND CONSERVATION – Kosek
 - RECREATION AND COMMUNITY SERVICES – Kosek
 - BUILDING & UTILITIES – Carbone
 - SCHOOL BOARD – Carbone
 - SOUTHWEST GENERAL HEALTH SYSTEM – Short
 - FINANCE – Short

- COMMITTEE-OF-THE-WHOLE – Short
9. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
- MAYOR PERCIAK:
 - FINANCE DEPARTMENT:
 - LAW DEPARTMENT:
10. AUDIENCE PARTICIPATION:
11. ORDINANCES AND RESOLUTIONS:
- Ordinance No. 2025-144 by Mayor Perciak and All Members of Council. AN ORDINANCE ENACTING NEW CHAPTER 878 “FIBER OPTIC INSTALLERS” OF TITLE TWO OF PART EIGHT-BUSINESS REGULATION AND TAXATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY. *As Amended. First reading and referred to the Planning Commission 12-15-25. Favorable recommendation by the Planning Commission 12-18-25. Amended, second reading and referred back to the Planning Commission “As Amended” 01-05-26. Favorable recommendation by the Planning Commission 01-15-26. Third reading 01-20-26. Public hearing 03-02-26.*
 - Ordinance No. 2026-017 by Mayor Perciak and All Members of Council. AN ORDINANCE RESCINDING APPROVAL AND ADOPTION OF ORDINANCE NO. 2025-107, CONCERNING THE LOT SPLIT AND CONSOLIDATION PLAT OF THE ARPELLI SUBDIVISION FOR PERMANENT PARCEL NOS. 394-07-002 AND 394-07-006, LOCATED AT 17963 AND 18179 MARKS ROAD, AND DECLARING AN EMERGENCY.
 - Ordinance No. 2026-018 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF STRONGSVILLE, IN ORDER FOR THE DISTRICT TO PROVIDE REIMBURSEMENT OF FUNDS TO THE CITY IN CONNECTION WITH THE WESTWOOD DRIVE CULVERT REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY.
 - Resolution No. 2026-019 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE 2026 PAVEMENT RECONSTRUCTION PROGRAM IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
 - Ordinance No. 2026-020 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF THREE (3) NEW DODGE DURANGOS AND TWO (2) NEW CHEVROLET TAHOES, ALL WITH NECESSARY APPURTENANCES FOR USE BY THE POLICE DEPARTMENT, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

- Ordinance No. 2026-021 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR AN EMERGENCY MEDICAL SERVICES (EMS) BILLING SERVICE AND SYSTEM FOR THE CITY'S DEPARTMENT OF FIRE & EMERGENCY SERVICES, AND DECLARING AN EMERGENCY.

12. COMMUNICATIONS, PETITIONS AND CLAIMS:

13. MISCELLANEOUS BUSINESS:

14. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 144

By: Mayor Perciak and All Members of Council

AN ORDINANCE ENACTING NEW CHAPTER 878 “FIBER OPTIC INSTALLERS” OF TITLE TWO OF PART EIGHT-BUSINESS REGULATION AND TAXATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY, AS AMENDED.

WHEREAS, pursuant to the Constitution of the State of Ohio and Ohio Revised Code, municipalities have the right to enact planning laws that are for the health, safety, welfare, comfort and peace of the citizens of the municipality; and

WHEREAS, the City of Strongsville has the right to establish regulations for the use, placement and construction of various structures and devices in the public right-of-way and adjacent thereto; and

WHEREAS, the City of Strongsville has established regulations for the orderly placement and construction of wireless communication facilities and wireless telecommunication towers within its municipal borders and the public right-of-way; and

WHEREAS, Council deems it to be in the best interests of the community and for the protection and preservation of the public health, safety and welfare to adopt regulations concerning the acceptance and issuance of permits for the construction, reconstruction, use or change of use of fiber optic cable and/or lines and associated appurtenances and structures in the City public right-of-way and adjacent thereto.

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

Section 1. That Chapter 878 Fiber Optic Installers of Title Two of Part Eight-Business Regulation and Taxation Code, of the Codified Ordinances of the City of Strongsville, be and is hereby enacted in order that it shall read in its entirety as follows:

**CHAPTER 878
Fiber Optic Installers**

878.01 Definitions.

878.02 Permit required.

878.03 Permit application; fee.

**878.04 Detailed drawings required; Planning Commission review;
Insurance.**

878.05 General Public Right-of-Way use regulations.

878.99 Penalties and other remedies.

878.01 DEFINITIONS.

- (a) City means the City of Strongsville, Ohio.
- (b) City Property means and includes all real property owned by the City, other than Public Streets and public easements, and all property held in a proprietary or

governmental capacity by the City, which are not subject to Public Right-of-Way consent and requirements of this Chapter.

- (c) Occupancy, Occupy or Use means, with respect to the Public Right-of-Way, to place a tangible thing in the Public Right-of-Way for any purpose, including, but not limited to, constructing, repairing, positioning, maintaining or operating lines, poles, pipes, conduits, ducts, equipment, other structures, or appurtenances.
- (d) Person means and includes corporations, companies, associations, joint stock companies or associations, firms, partnerships, limited liability companies, trusts, public utility, any other entity, and individuals and includes their lessors, trustees and receivers; but specifically excludes the City itself.
- (e) Public Right-of-Way means the surface of, and the space within, through, on, across, above or below, any Public Street, public road, public highway, public freeway, public lane, public path, public alley, public court, public sidewalk, public boulevard, public parkway, public drive, public easement, and any other land dedicated or otherwise designated for a comparable public use, which is owned or controlled by the City or other public entity or political subdivision.

878.02 PERMIT REQUIRED.

No person shall place, construct, reconstruct, erect or install fiber optic cables and/or lines and associated appurtenances and structures in, under, across and upon the Public Right-of-Way, utility easement and/or private easement within the City, without first obtaining a permit from the Building Commissioner. **Any fiber optic cable and/or lines approved and installed with the initial improvements for A**any new residential subdivision **that is** proposed after the enactment of this Chapter, shall not be required to obtain a permit under this Section.

878.03 PERMIT APPLICATION; FEE.

Every applicant for a permit to place, construct, reconstruct, erect or install fiber optic cables and/or lines and associated appurtenances and structures in, under, across and upon the Public Right-of-Way of the City or adjacent thereto, shall file an application with the City upon a form provided by the Building Department and pay a non-refundable application fee of Five Hundred Dollars (\$500.00).

In addition to completing the items on the application, the applicant shall also include the following:

- (a) The identity of the applicant, including all affiliates of the applicant or service provider that will use the improvements proposed.
- (b) The name, address and telephone number of the local officer, agent or employee responsible for the accuracy of the application, and if different, the same information for the person responsible for the maintenance of the improvements after installation or contact person in the event that the improvements are damaged or need to be moved.

Each application and corresponding permit shall be limited in size to not more than 30,000 linear feet of fiber installation.

878.04 DETAILED DRAWINGS REQUIRED; PLANNING COMMISSION REVIEW; INSURANCE.

Before a permit is issued by the Building Commissioner to place, construct, reconstruct, erect or install fiber optic cable and/or lines and associated appurtenances and structures in, under, across and upon the Public Right-of-Way of the City, utility easement and/or private easement, the following is required:

- (a) The applicant shall provide detailed drawings to the City Engineer for his or her review and approval. The drawings shall show, among other things, the following items:
- (i) The location, height and dimensions of any proposed above ground structures or appurtenances.
 - (ii) Include a copy of any easement for property where an improvement is proposed that is outside of the Public Right-of-Way.
 - (iii) The location of all proposed improvements and appurtenances.
 - (iv) The location of any current improvements in the Public Right-of-Way, whether owned or installed by the City, other governmental entity, public entity, or private carrier in the near vicinity of the proposed improvements.
 - (v) The affect of the proposed improvement on any City sewers and/or storm drainage.
 - (vi) Any other information deemed necessary by the Engineering Department based on the location of the proposed improvements.
- (b) For any appurtenance and/or related structure that is proposed to be placed, constructed, reconstructed, erected or installed over and upon the Public Rights-of-Way of the City or within a utility or private easement that exceeds 15 cubic feet and/or 3.5 feet in height measured from the ground elevation, then said proposed appurtenance and/or related structure shall be submitted to the Planning Commission of the City for its review and approval.
- (c) The applicant must secure and maintain, at a minimum, the following liability insurance policies insuring both the applicant and the City as additional insured:
- (1) Comprehensive general liability insurance with limits not less than
 - (A) One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate, for bodily injury or death to each Person;
 - (B) One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate, for property damage resulting from any one accident; and
 - (C) One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate, for all other types of liability.
 - (2) The liability insurance policies required by this Section shall be maintained by the applicant throughout the period of time during which the applicant is occupying or using the public right-of-way, or is engaged in the removal of its fiber optic cables and/or lines and associated appurtenances. Each such insurance policy shall contain the following endorsement:

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until thirty (30) days after receipt by the City, by registered mail, of a written notice addressed to the Building Commissioner of such intent to cancel or not to renew."
 - (3) Within thirty (30) days after receipt by the City of said notice, and in no event later than fifteen (15) days prior to said cancellation, the Service Provider shall obtain and furnish to the City replacement insurance policies meeting the requirements of this Section.

- (4) All insurance policies required herein shall be written with an insurance company authorized to do business in the State of Ohio in relation to the specific type of insurance required.
- (5) Upon written application to, and written approval by, the Director of Finance of the City, an applicant may be self-insured to provide all of the same coverages as listed in this Section. As part of the review process, the Director of Finance may require, and the self-insurance applicant shall provide, any and all financial documents necessary to make a valid determination of the applicant's ability to meet the needs of this Chapter.
- (d) Unless designated by the Ohio Public Utilities Commission as a public utility, each application for a permit, to the extent permitted by law, shall include the applicant's express undertaking to defend, indemnify and hold the City and its elected and appointed officers, officials, employees, agents, representatives and subcontractors harmless from and against any and all damages, losses and expenses, including reasonable attorney's fees and costs for suit or defense arising out of or resulting from the improvements installed by the applicant.
- (e) In the event that the improvements or appurtenances installed by the applicant cause the City to incur real estate taxes, the applicant agrees to pay such taxes on the City's behalf and/or to promptly reimburse the City if it has paid those taxes.

878.05 GENERAL PUBLIC RIGHT-OF-WAY USE REGULATIONS.

(a) The issuance of a permit to an applicant to Occupy or Use the Public Right-of-Way under Section 878.02 shall be limited to a grant to Occupy or Use the specific Public Right-of-Way and defined portions thereof, as approved by the City.

(b) No permit granted under Section 878.02 shall confer any exclusive right, privilege, or license or franchise to Occupy or Use the Public Right-of-Way, other than as specifically provided in said permit.

(c) No permit granted under Section 878.02 shall convey any right, title or interest in the Public Right-of-Way, but shall be deemed a consent only to Occupy or use the Public Right-of-Way for the limited purposes granted by the permit. Further, the issuance of a permit shall not be construed as any warranty of title.

(d) No applicant may locate its fiber optic cables and/or lines and associated appurtenances or structures so as to unreasonably interfere with the Use of the Public Right-of-Way by the City, by the general public or by other persons authorized to use or be present in or upon the Public Right-of-Way. All fiber optic cables and/or lines and associated appurtenances or structures shall be moved by the applicant, temporarily or permanently, as determined by the Building Commissioner when necessary to protect the public, comply with the provisions of this Chapter, or otherwise comply with local, state or federal laws. The expense or cost to move said fiber optic cables and/or lines and associated appurtenances or structures shall be the responsibility of the applicant.

(e) Each applicant who is granted a permit under Section 878.02, shall maintain its fiber optic cables and/or lines in good and safe condition and in a manner that complies with all applicable federal, state and local requirements.

(f) No applicant nor any person acting on the applicant's behalf shall take any action or permit any action to be done which may impair or damage any City Property, Public Right-of-Way, or other public or private property located in, on or adjacent thereto.

(g) Restoration of Public Right-of-Way, Other Ways and City Property.

- (1) When an applicant, or any person acting on its behalf, does any work in or affecting any public Right-of-Way or City Property, it shall, after the work is completed and at its own expense, promptly remove any

obstructions therefrom and restore such ways or property, within ten (10) to thirty (30) days, at the Building Commissioner's discretion, to as good a condition as existed before the work was undertaken, unless otherwise directed by the City.

- (2) If weather or other conditions do not permit the complete restoration required by this Section within the time periods set out herein, the applicant shall temporarily restore the affected ways or property as directed by the Building Commissioner. Such temporary restoration shall be at the applicant's sole expense and the applicant shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration in a time period determined by the Building Commissioner.

(h) Unless directly and proximately caused by the willful, intentional or malicious acts of the City, the City shall not be liable for any damage to or loss of any fiber optic cables and/or lines and associated appurtenances or structures in the Public Right-of-Way of the City as a result of or in connection with, but not limited to, any public works, public improvements, construction, excavation, grading, filling, salting, snow removal or work of any kind in the Public Right-of-Way by or on behalf of the City.

(i) The permit granted by the City to Occupy or Use the Public Right-of-Way of the City may be revoked for any one of the following reasons:

- (1) Construction, reconstruction, installation, location, operation or excavation at an unauthorized location.
- (2) Construction, reconstruction, installation, location, operation or excavation in violation of City safety and/or Construction requirements.
- (3) Material misrepresentation or lack of candor by or on behalf of an applicant in any permit application or registration required by the City.
- (4) Abandonment of any fiber optic cable and/or line and associated appurtenances or structures in the Public Right-of-Way.
- (5) Insolvency or bankruptcy of the applicant.
- (6) The fiber optic cable and/or lines and associated appurtenances or structures are in a state of disrepair which creates a public nuisance.
- (7) Violation of material provisions of this Chapter.
- (8) Construction under the permit is not commenced within two (2) years of the consent approval date.

(j) In the event that the Building Commissioner believes that grounds exist for revocation of the permit to occupy or Use the Public Right-of-Way or Construction Permit, the Building Commissioner shall give the applicant written notice of the apparent violation or noncompliance, providing a short and concise statement of the nature and general facts of the violation or noncompliance, and providing the applicant a reasonable period of time not exceeding thirty (30) days to furnish evidence:

- (1) That corrective action has been, or is being actively and expeditiously pursued, to remedy the violation or noncompliance;
- (2) That rebuts the alleged violation or noncompliance; and/or
- (3) That it would be in the public interest to impose some penalty or sanction less than revocation.

(k) The applicant shall remove at its sole cost any and all improvements when they are no longer being used by the applicant or are otherwise abandoned. In the event of such removal, the property shall be restored to its original condition as approved by the City's Building and Engineering Departments.

878.99 PENALTIES AND OTHER REMEDIES.

(a) Penalties. In addition to any other penalty set out in this Chapter, any Person found guilty of violating, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this Chapter shall be guilty of a misdemeanor of the fourth (4th) degree. A separate and distinct Offense shall be deemed committed each day on which a violation occurs or continues.

(b) Civil Violations and Forfeiture.

- (i) In lieu of the criminal penalties set forth above, the Building Commissioner may make an initial finding of a civil violation by the applicant for violating, disobeying, omitting, neglecting or refusing to comply with any of the provisions of this Chapter.
- (ii) The Civil Forfeiture shall be in an amount payable to the City of not less than \$100.00 nor more than \$500.00 for each offense. A separate and distinct offense shall be deemed committed each day on which a violation occurs or continues.
- (iii) An action for civil forfeiture shall be commenced by providing the applicant with written notice describing in reasonable detail the applicant's alleged violation of one or more provisions of this Chapter and the amount of the penalty that will be assessed against it.
- (iv) The applicant shall have fifteen (15) days subsequent to receipt of the notice of violation in which to correct the violation before the City may assess penalties against the applicant. The time in which to cure the violation may be extended by the City if, in the City's sole discretion, it determines that additional time is required to correct the violation; provided that the applicant commences corrective action within seven (7) days of the notice of violation and proceeds with reasonable diligence.
- (v) The applicant may dispute the alleged violation by providing the City with written notice within five (5) days of receipt of the notice of violation, setting forth in reasonable detail the reasons for its dispute. The City shall set a date for hearing of the alleged violation before the Board of Building Code Appeals no sooner than thirty (30) days and not later than sixty (60) days from receipt of the notice of dispute.
- (vi) The City shall issue a written decision on the applicant's alleged violation within thirty (30) days after the hearing, which decision shall be final and subject to the administrative appeal procedures under Ohio law. If the City finds after hearing that the alleged violation(s) did occur, the penalty shall be assessed starting fifteen (15) days from the notice of violation and shall continue until the violation has been corrected.

(c) Nothing in this Chapter shall be construed as limiting any administrative or judicial remedies that the City may have, at law or in equity, for enforcement of this Chapter.

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 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 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 there is a need to accommodate and manage

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2025 – 144
Page 7

the increasing demand for the use of public rights-of-way within the City. 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: December 15, 2025

Referred to Planning Commission

Second reading: January 5, 2026

December 16, 2025

Third reading: January 20, 2026

Favorable recommendation
 Approved: by Planning Commission

Public Hearing: March 2, 2026

December 18, 2025
 Referred to Planning Commission **(Amended)**

January 6, 2026
Favorable recommendation
 Approved: by Planning Commission
January 15, 2026

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

Ord. No. 2025-144 Amended: 01-05-26
 1st Rdg. 12-15-25 Ref: PC/P2E
 2nd Rdg. 01-05-26 Ref: PG/P2E
 3rd Rdg. 01-20-26 Ref: (As Amended)
P2E

Public Hrg. 03-02-26 Ref: _____
 Adopted: _____ Defeated: _____

**CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL**

MEMORANDUM

TO: Mitzi Anderson, Administrator to Boards & Commissions
FROM: Aimee Pientka, Clerk of Council
DATE: December 16, 2025
SUBJECT: Referral from Council: Ordinance Nos. 2025-140 and 2025-144

At its regular meeting of December 15, 2025, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2025-140 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 1252.17 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING FENCES IN RESIDENTIAL DISTRICTS, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 12-15-25.*
- Ordinance No. 2025-144 by Mayor Perciak and All Members of Council. AN ORDINANCE ENACTING NEW CHAPTER 878 "FIBER OPTIC INSTALLERS" OF TITLE TWO OF PART EIGHT-BUSINESS REGULATION AND TAXATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 12-15-25.*

A copy of these ordinances are attached for Planning Commission review.

AKP
Attachments

MEMORANDUM

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

FROM: Mitzi Anderson, Administrator Boards & Commissions

SUBJECT: Referrals to Council

DATE: December 19, 2025

Please be advised that at its Meeting of December 18, 2025, the Strongsville Planning Commission gave Favorable Recommendations to the following:

1) ORDINANCE NO. 2025-140

An Ordinance Amending Section 1252.17 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville Concerning Fences in Residential Districts, and Declaring an Emergency.

2) ORDINANCE NO. 2025-144

An Ordinance Enacting New Chapter 878 "Fiber Optic Installers" of Title Two of Part Eight-Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville, and Declaring and Emergency.

**CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL**

MEMORANDUM

TO: Mitzi Anderson, Administrator to Boards & Commissions
FROM: Aimee Pientka, Clerk of Council
DATE: January 6, 2026
SUBJECT: Referral from Council: Ordinance Nos. 2025-144 (As Amended)

At its regular meeting of January 5, 2026, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2025-144 by Mayor Perciak and All Members of Council. AN ORDINANCE ENACTING NEW CHAPTER 878 "FIBER OPTIC INSTALLERS" OF TITLE TWO OF PART EIGHT-BUSINESS REGULATION AND TAXATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY, **AS AMENDED**. *First reading and referred to the Planning Commission 12-15-25. Favorable recommendation by the Planning Commission 12-18-25. Second reading 01-05-26. Referred (As Amended) to the Planning Commission 01-06-26.*

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

AKP
Attachment

MEMORANDUM

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

FROM: Mitzi Anderson, Administrator Boards & Commissions

SUBJECT: Referral to Council

DATE: January 16, 2026

Please be advised that at its Meeting of January 15, 2026, the Strongsville Planning Commission gave a Favorable Recommendation to the following:

ORDINANCE NO. 2025-144 (As, Amended)

An Ordinance Enacting New Chapter 878 "Fiber Optic Installers" of Title Two of Part Eight-Business Regulation and Taxation Code of the Codified Ordinances of the City of Strongsville, and Declaring and Emergency, As Amended.



City of Strongsville

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

Legal Advertisement

City Council

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Aimee Pientka, MMC
Clerk of Council

CITY OF STRONGSVILLE, OHIO

NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be conducted by the Council of the City of Strongsville on **Monday, March 2, 2026 at 7:00 p.m., current time**, in the Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road, Strongsville, Ohio, upon the following Ordinance, which has been introduced in and are currently pending before the Council, entitled:

- Ordinance No. 2025-144 by Mayor Perciak and All Members of Council. AN ORDINANCE ENACTING NEW CHAPTER 878 "FIBER OPTIC INSTALLERS" OF TITLE TWO OF PART EIGHT-BUSINESS REGULATION AND TAXATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY **AS AMENDED**. *First reading and referred to the Planning Commission 12-15-25. Favorable recommendation by the Planning Commission 12-18-25. Amended, placed on second reading and referred back to the Planning Commission "As Amended" 01-05-26. Favorable recommendation by the Planning Commission 01-15-26. Third reading 01-20-26. Public hearing 03-02-26.*

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

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

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

Aimee Pientka, MMC
Clerk of Council

Editor's Note:

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January 30, 2026 and February 6, 2026

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 017

By: Mayor Perciak and All Members of Council

AN ORDINANCE RESCINDING APPROVAL AND ADOPTION OF ORDINANCE NO. 2025-107, CONCERNING THE LOT SPLIT AND CONSOLIDATION PLAT OF THE ARPELLI SUBDIVISION FOR PERMANENT PARCEL NOS. 394-07-002 AND 394-07-006, LOCATED AT 17963 AND 18179 MARKS ROAD, AND DECLARING AN EMERGENCY.

WHEREAS, Robert Harley and Joseph Armelli, the owners of Permanent Parcel Nos. 394-07-002 and 394-07-006, located at 17963 and 18179 Marks Road, and known as the Armelli Subdivision, submitted a lot split and consolidation plat to the Planning Commission of the City of Strongsville, and requested a deviation to permit a subdivision without sanitary sewers; and the Planning Commission approved the subdivision and the requested deviation on September 25, 2025; and

WHEREAS, thereafter, through adoption of Ordinance No. 2025-107 on October 6, 2025, this Council accepted for recording purposes only the aforementioned lot split and consolidation plat of the Armelli Subdivision; and

WHEREAS, since then and for various reasons, the owners of the Armelli Subdivision, Robert Harley and Joseph Armelli, have now determined not to pursue the lot split and consolidation of Permanent Parcel Nos. 394-07-002 and 394-07-006, as detailed in the statement of the owners attached hereto as Exhibit A; and

WHEREAS, this Council, therefore, desires to rescind its approval and adoption of the prior Ordinance, which previously accepted for recording purposes only the lot split and consolidation plat of Permanent Parcel Nos. 394-07-002 and 394-07-006, located at 17963 and 18179 Marks Road.

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. 2025-107, which accepted for recording purposes only the lot split and consolidation plat of the Armelli Subdivision for Permanent Parcel Nos. 394-07-002 and 394-07-006, located at 17963 and 18179 Marks Road, is hereby rescinded in its entirety, and the previous approval of such lot split and consolidation plat of the Armelli Subdivision is hereby withdrawn, pursuant to the request of the owners of the Subdivision, which request is attached hereto as Exhibit A and incorporated herein.

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 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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2026 – 017
Page 2

Section 3. 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 rescind the prior Ordinance which had accepted the lot split and consolidation plat of the Armelli Subdivision, in order to assure proper development of all lots and land within the City of Strongsville. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

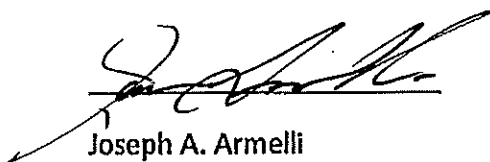
Attest: _____
 Clerk of Council

Ord. No. 2026-017 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

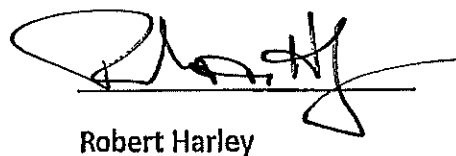
Public Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

We, Joseph A. Armelli and Robert Harley, hereby respectfully request that the City of Strongsville rescind its previously granted approval of the Subdivision/Parcell Split and Consolidation that Planning Commission approved on 9-25-25 and City Council approved on 10-6-25 at our request since we have decided not to go forward with this transfer of property.

This request is made on the 13th day of February, 2026.



Joseph A. Armelli



Robert Harley

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 - 018

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COMMUNITY COST-SHARE AGREEMENT BETWEEN THE NORTHEAST OHIO REGIONAL SEWER DISTRICT AND THE CITY OF STRONGSVILLE, IN ORDER FOR THE DISTRICT TO PROVIDE REIMBURSEMENT OF FUNDS TO THE CITY IN CONNECTION WITH THE WESTWOOD DRIVE CULVERT REPLACEMENT PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the Northeast Ohio Regional Sewer District ("District"), pursuant to the authority of Chapter 6119 of the Ohio Revised Code and Title V of the District's Stormwater Management Code, is authorized to provide planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation and regulation for the handling of stormwater runoff to member communities; and

WHEREAS, by and through Ordinance No. 2016-057, this Council authorized the Mayor to enter into a Regional Stormwater Management Program Service Agreement with the District in order to provide delivery of District Regional Stormwater Management Program services within the City of Strongsville; and

WHEREAS, in conjunction with the aforementioned Stormwater Management Agreement, on May 16, 2013, by and through Resolution No. 114-13, the District was authorized to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with certain member communities; and

WHEREAS, the District, as a component of implementing such Regional Stormwater Management Program, manages a financial account termed the "Community Cost-Share Account" that is for the aggregation and dissemination of funds derived from revenues collected from member communities' Stormwater Fees; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System, including administrative costs directly associated with such projects, as well as costs related to repair or upgrade; and

WHEREAS, the City of Strongsville has determined it necessary to replace the Westwood Drive culvert, between Olde Creek Trail and Siedels Landing Place, by replacing an existing sandstone box culvert and an elliptical corrugated metal pipe culvert both with concrete box culverts, together with the necessary appurtenances required, and replacing pavement where necessary, all in connection with the Westwood Drive Culvert Replacement Project; and

WHEREAS, the District supports the Westwood Drive Culvert Replacement Project as a Community Cost-Share Project.

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into and execute a Community Cost-Share Agreement with the Northeast Ohio Regional Sewer District in order for the District to allocate and provide reimbursement of funds up to \$500,000.00 to the City of Strongsville, in connection with the Westwood Drive Culvert Replacement Project, a copy of which Agreement is substantially in the form attached hereto and marked as Exhibit "1".

Section 2. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Drainage Levy Fund.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into the Agreement in order to receive the City's share of funds available through the District's Community Cost-Share Policy. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

_____ President of Council

Approved: _____ Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____ Clerk of Council

Ord. No. 2026-018 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

**COMMUNITY COST-SHARE AGREEMENT
BY AND BETWEEN
THE NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND
CITY OF STRONGSVILLE**

This Agreement is made and entered into this _____ day of _____, 2026, by and between the Northeast Ohio Regional Sewer District (District) acting pursuant to Resolution No. 114-13, adopted by the Board of Trustees of the District on May 16, 2013 (Exhibit "A"), and City of Strongsville (City) acting pursuant to Ordinance/Resolution No. _____, adopted on _____, 20____ (Exhibit "B").

Recitals

WHEREAS, the District, as a component of implementing a regional stormwater management program, manages a financial account termed the "*Community Cost-Share Account*" that is for the aggregation and dissemination of funds derived from revenues collected from the Stormwater Fee; and

WHEREAS, the purpose of the Community Cost-Share Account is to provide funding to assist the City with District-approved projects through the Community Cost-Share Program; and

WHEREAS, the Community Cost-Share Program funds are used for construction, operation, and maintenance of the Local Stormwater System or Regional Stormwater System, including administrative costs directly associated with such projects as well as costs related to repair or upgrade; and

WHEREAS, the District supports the Community Cost-Share Westwood Drive Culvert Replacement project (the "Project") as a Community Cost-Share project proposed by the City; and

NOW THEREFORE, in consideration of the foregoing, the payment and the mutual promises contained in this Agreement, the parties agree as follows:

Article 1.0 City Obligations

- 1.1 The City agrees to perform as follows:
 - 1.1.1 Complete work as detailed in the District approved Community Cost-Share application. (Exhibit "C")
 - 1.1.2 Complete and submit Progress Reports when submitting a Request for Payment as needed, or within thirty (30) days of close of the Project, in accordance with the *Community Cost-Share Program Policy*.
 - 1.1.3 Notify the City's Watershed Team Leader at least seven (7) business days prior to the start of the Project.

- 1.1.4 Meet with District staff when requested to review the Project status.
- 1.1.5 Obtain all necessary legal agreements with affected property owners to perform the Project and to bind any successor in title to maintain compliance as specified in this Agreement between the District and City for the Project.
- 1.1.6 Comply with all applicable local, state and federal requirements. This may include, but is not limited to, U.S. Army Corp of Engineers Section 404, Ohio EPA Section 401 water quality certification, and Ohio Department of Natural Resources Dam Safety Laws.
- 1.1.7 If the City fails to maintain the Project in accordance with this Agreement, the City shall be liable for the full amount of any Community Cost-Share Program funds paid for the Project. Such amount shall be offset against the City Community Cost-Share Account.
- 1.1.8 Submit requests for approval to modify the budget, deadline, deliverables, or other components of the Project to the City's Watershed Team Leader at least 30 business days prior to the desired date of execution of the modification.
- 1.1.9 Acknowledge the District on any public advertisement or outreach efforts including all publications and signage related to the Project which shall include the following disclaimer:

This project was funded in part or totally through the Northeast Ohio Regional Sewer District (NEORS D) Community Cost-Share Program in coordination with City, under the provisions of the NEORS D Regional Stormwater Management Program. The contents and views, including any opinions, findings, or conclusions or recommendations, contained in this publication are those of the authors and have not been subject to NEORS D review and may not necessarily reflect the views of NEORS D, and no official endorsement should be inferred.
- 1.1.10 Provide the District the opportunity to have design approval for any signage or public education and outreach efforts related to the Project.
- 1.1.11 Permit the District to photograph the Project and to incorporate the Project into the District's overall public education and outreach efforts for stormwater management.
- 1.2 Failure to meet any of the requirements listed in Article 1.1 may result in termination of this Agreement and reimbursement of disbursed funds to the District.

Article 2.0 District's Obligations

- 2.1 The District agrees to perform as follows:

- 2.1.1 Allocate \$500,000.00 to the City for the Project from the City's Community Cost-Share Account.
- 2.1.2 Provide reimbursement of funds up to \$500,000.00 to the City within sixty (60) days of receipt of a complete Request for Payment from the City, detailing costs related to the Project.
- 2.1.3 Timely review and approval or disapproval of requests to modify the budget, deadline, deliverables, or other components of the Project.
- 2.1.4 Acknowledge the City in presentations or publications related to the Project.

2.3 The District is not liable for any and all claims, damages, losses, liens, causes of action, suits, judgments, and expenses of any nature, kind or description, that result from and to the extent caused by the acts or omissions of the City, the design professional, and the contractor, including all of their officers, owners, principals, subcontractors, employees, and agents. The District is not responsible for the accuracy, correctness and reliability of the plans as it is not reviewing or approving any plans as to the suitability of the design/fitness for a particular purpose.

Article 3.0 **Dispute Resolution**

- 3.1 The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute.
- 3.2 The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

District Representative	City Representative
Watershed Team Leader	City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

District Representative	City Representative
Director of Watershed Programs	Mayor

- 3.3 If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after mediator appointment, which meeting shall be attended by at least the respective representatives listed in paragraph 3.02 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.
- 3.4 Such mediation shall be non-binding between the Parties and, to the extent permitted by

law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 4, Remedies, below.

Article 4 **Remedies**

4.1 The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counter-claims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the laws of the State of Ohio.

Article 5 **Counterpart Signatures**

5.1 This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

Article 6 **Governing Law**

6.1 The terms and provisions of this Agreement shall be construed under and governed by the laws of Ohio (to which all Parties hereto consent to venue and jurisdiction).

Article 7 **Disclaimer of Joint Venture**

7.1 This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

Article 8 **Authority to Execute**

8.1 Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

Article 9 **Exhibits**

The following exhibits are attached hereto and incorporated herein:

Exhibit "A" – District Resolution

Exhibit "B" – City Ordinance/Resolution

Exhibit "C" – District-Approved Community Cost Share Application

The parties have executed this Agreement on the day and year first above written.

NORTHEAST OHIO REGIONAL SEWER DISTRICT

BY: _____
Kyle Dreyfuss-Wells

Chief Executive Officer

AND

BY: _____
Darnell Brown, President
Board of Trustees

CITY OF STRONGSVILLE

By: _____
Title: Thomas P. Perciak, Mayor

The Legal Form and Correctness of this
Instrument is hereby Approved:

CITY OF STRONGSVILLE

~~Assistant~~ Director of Law
Neal M. Jamison

This Instrument Prepared By:

Anka M. Davis
Assistant General Counsel
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

[FOR NEORS D USE]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT

WITH

CITY OF STRONGSVILLE

FOR

COMMUNITY COST-SHARE PROJECT:
WESTWOOD DRIVE CULVERT
REPLACEMENT PROJECT

Total Approximate Cost: \$500,000.00

The legal form and correctness of the within
instrument are hereby approved.

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

It is hereby certified that the amount required to
meet the contract, agreement, obligation, payment
or expenditure, for the above, has been lawfully
appropriated or authorized or directed for such
purpose and is in the Treasury or in process of
collection to the credit of the fund free from any
obligation or certification now outstanding.

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date

Budget Center 8100

EXHIBIT A

NORTHEAST OHIO REGIONAL SEWER DISTRICT
RESOLUTION NO. 114-13

Authorizing the Executive Director to enter into Regional Stormwater
Management Program Community Cost-Share Program Agreements
with Member Communities.

WHEREAS, the Code of Regulations of the Northeast Ohio Regional Sewer District, Title V – Stormwater Management Code Chapter 9 outlines the Community Cost-Share Program developed to provide funds to District Member Communities for construction, operation and maintenance activities of community-specific stormwater management projects; and

WHEREAS, under the Community Cost-Share Program, 25% of the annual collected stormwater revenue from each Member Community will be held by the District in a Community Cost-Share account, whereby Communities, with review and approval by the District, through specific applications outlining the community-specific stormwater work to be performed can access reimbursement of their funds; and

WHEREAS, the District is seeking authority to enter into Regional Stormwater Management Program Community Cost-Share Program Agreements with Member Communities for the purpose of detailing and memorializing responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE NORTHEAST OHIO REGIONAL SEWER DISTRICT:

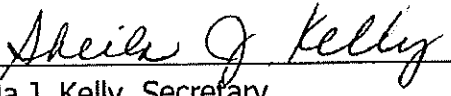
Section 1. That this Board finds that for the reasons stated in the preamble hereof it is in the best interests of the District to enter into Regional Stormwater Management Program Cost-Share Program Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program.

Section 2. That this Board hereby authorizes the Executive Director to enter into Regional Stormwater Management Program Cost-Share Agreements with Member Communities to memorialize responsibilities of the District and Member Communities under specific applications to the Community Cost-Share Program under such terms and conditions that are satisfactory to the Director of Law and in the best interests of the District.

Section 3. That this Board authorizes the Executive Director to execute all documents and do all things necessary to effect the terms and conditions of the Stormwater Management Program Direct Billing Agreements with Member Communities.

Section 4. That this Board declares that all formal actions of the Board concerning and relating to the adoption of this resolution and that all deliberations of the Board and any of its committees that resulted in said formal action were conducted in meetings open to the public and in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

On motion of Mayor Starr seconded by Mr. O'Malley, the foregoing resolution was unanimously adopted on May 16, 2013.



Sheila J. Kelly, Secretary
Board of Trustees
Northeast Ohio Regional Sewer District

EXHIBIT B

(Insert Member Community
Ordinance/Resolution)

EXHIBIT C



**Community Cost-Share Program
APPLICATION**

Member Community Information

Community: City of Strongsville

Primary Project Contact: Lori Daley
(Name & Title) Assistant City Engineer

Mailing Address: 16099 Foltz Parkway
Strongsville, OH 44149
440-580-3123

Phone Number: _____

Email: lori.daley@strongsville.org

Project Information

Project Title: Westwood Drive Culvert Replacement Proj

Address or Location of Project: Westwood Drive between Olde Creek Tr.
and Siedels Landing Place

Project Start Date: April 6, 2026

Project End Date: February 27, 2027

Community Cost-Share Fund Request: \$500,000

Submission Date: January 28, 2026



Project Narrative

1) Project Summary (1,000 word maximum)

Describe the Project and include the following information, as applicable:

- Describe the Project and deliverables; provide a map if applicable
- Submit a deliverable worksheet listing tasks and deliverables with start dates and end dates for the significant benchmarks.
- List permitting requirements necessary to initiate and complete project and how the requirements will be met.

This project consists of replacing an existing 3.9' x 7.5' sandstone box culvert and 60"x40" elliptical corrugated metal pipe culvert with a 4' x 8' concrete box culvert and 3' x 6' concrete box culvert, respectively. Both culverts span a tributary to the West Branch Rocky River and are in poor condition. Both culverts are located under the roadway, so pavement replacement is necessary for construction. See plans attached.

The proposed work schedule is as follows:

February 2026 - March 2026 - Bidding process

April 2026 - Begin construction

December 2026 - End construction



2) Ability to Provide Long Term Maintenance (500 word maximum)

Describe the plans for long-term maintenance, addressing the following question:

- Who is responsible to provide on-going maintenance for the project and how will maintenance be ensured?
- Provide documentation of scheduled maintenance and operation for completed stormwater project(s).

The culverts are owned and maintained by the City of Strongsville. Routine inspections will be performed by the Engineering and Service Departments.



*Community Cost-Share Program
Application*

3) Visibility and Public Outreach: (500 word maximum)

Public outreach is required if appropriate for your project.

- What audiences will be exposed to this Project (neighbors, students, community groups, general public)?

Public outreach is not required for this project, however in accordance with the law, all appropriate legislation will be voted on at a public council meeting. In addition to the council meetings, notifications will be issued to neighboring properties, adjacent community, school transportation board and all safety forces.



*Community Cost-Share Program
Application*

4) Budget Summary (500 words maximum)

The Budget Summary and Project Budget (*see page 3*) represent the Community Cost-Share Project components exclusively. Include details on the provider of all services such as design, engineering, construction management and materials including specific material cost, equipment, and hourly rate.

If an engineer's estimate is included with the application, indicate which line items are included in the Community Cost-Share Project application.

The construction cost estimate is \$803,711.00. See engineers estimate attached.



Vendor Registration

Prior to submission, ensure that the Member Community is a registered vendor with the District. Vendor Registration can be done by accessing http://www.neorsd.org/isupplier_homepage.php and completing the New Vendor Registration. If unsure of the Member Community vendor status, by initiating the New Vendor Registration a message of active registration will appear if currently registered as a vendor.

Project Budget

Project Expenses	Community Cost-Share Expense	Line Item Description
Professional Services		
Personnel <i>(Member Community staff only)</i>		
Subcontract		
Equipment		
Materials	\$500,000	Construction
Other		
TOTAL	\$ 500,000	

City of Strongsville
Westwood Drive Culvert Replacements
Engineer's Estimate - Preliminary
8/15/2025

ITEM NO.	ODOT ITEM	DESCRIPTION	BID QUANTITY	UNITS	Engineer's Estimate	
					UNIT PRICE	TOTAL AMOUNT
1	202	Clearing and Grubbing, As Per Plan	1	LS	\$ 5,000.00	\$ 5,000.00
2	202	Pavement Removed (ODOT Item 202) including curb	90	SY	\$ 12.00	\$ 1,080.00
3	254	Pavement Planing, 3" Mill	400	SY	\$ 8.00	\$ 3,200.00
4	448	1 1/4" Asphalt Concrete Surface Course, Type 1, PG 64-22	14	CY	\$ 280.00	\$ 3,920.00
5	448	1 3/4" Asphalt Concrete Intermediate Course, Type 2, PG 64-22	20	CY	\$ 250.00	\$ 5,000.00
6	202	Walk Removed (ODOT Item 202), As Directed (Contingency)	200	SF	\$ 5.00	\$ 1,000.00
7	608	4" Concrete Walk, As Directed	2000	SF	\$ 12.50	\$ 25,000.00
8	305	7"-10" Reinforced Concrete Pavement Base, Class QC MS (ODOT Item 451)	90	SY	\$ 111.00	\$ 9,990.00
9	451	7" Reinforced Concrete Pavement, Class QC MS (contingency for waterwork)	15	SY	\$ 125.00	\$ 1,875.00
10	204	Subgrade Compaction (ODOT Item 204)	383	SY	\$ 3.00	\$ 1,149.00
11	304	Aggregate Base (ODOT Item 304), 6" base	100	CY	\$ 60.00	\$ 6,000.00
12	451	6" Reinforced Concrete Resident Apron , As Directed by Engineer (ODOT Item 451) QC MS	500	SF	\$ 14.00	\$ 7,000.00
13	202	Pipe Removed, Under 24" (ODOT Item 202)	250	LF	\$ 10.00	\$ 2,500.00
14	202	Pipe Removed, Over 24" (ODOT Item 202) (contingency)	10	LF	\$ 50.00	\$ 500.00
15	611	6" Conduit, Type C, 707.45 (ODOT Item 611) not under pavement	50	LF	\$ 75.00	\$ 3,750.00
16	611	8" Conduit, Type C, 707.45 (ODOT Item 611) not under pavement	65	LF	\$ 80.00	\$ 5,200.00
17	611	10" Conduit, Type C, 707.45 (ODOT Item 611) not under pavement	15	LF	\$ 82.00	\$ 1,230.00
18	611	12" Conduit, Type C, 707.45 (ODOT Item 611) not under pavement	225	LF	\$ 85.00	\$ 19,125.00
19	611	12" Conduit, Type C, 707.65 (ODOT Item 611) not under pavement, HDPE	20	LF	\$ 85.00	\$ 1,700.00
20	611	42" Conduit, Type C, 707.65 (ODOT Item 611) not under pavement HDPE	30	LF	\$ 155.00	\$ 4,650.00
21	202	Storm Structure Removed (CB or MH) (contingency)	1	Each	\$ 550.00	\$ 550.00
22	611	ODOT 2-2B Catch basin	9	Each	\$ 2,500.00	\$ 22,500.00
23	611	ODOT Junction Chamber (6' x8'), as per plan	1	Each	\$ 8,000.00	\$ 8,000.00
24	611	Manhole Adjusted to grade, As Per Plan (contingency)	1	Each	\$ 500.00	\$ 500.00
25	605	4" Underdrains with Geotextile Fabric (ODOT Item 605) (contingency)	200	LF	\$ 15.00	\$ 3,000.00
26	671	Erosion Control Mat	400	SY	\$ 5.00	\$ 2,000.00
27	659	Seeding and Mulching, (Class 1), As Per Plan	1300	SY	\$ 4.00	\$ 5,200.00
28	659	Seeding and Mulching, (Class 3B), As Per Plan	400	SY	\$ 4.00	\$ 1,600.00
29	659	Soil Analysis Test (ODOT Item 659)	2	Each	\$ 150.00	\$ 300.00
30	653	Topsoil Furnished and Placed (ODOT Item 653)	200	CY	\$ 60.00	\$ 12,000.00
31	659	Commercial Fertilizer (ODOT Item 659)	0.14	Ton	\$ 1,000.00	\$ 140.00
32	659	Lime (ODOT Item 659)	0.37	Acre	\$ 500.00	\$ 185.00
33	659	Water (ODOT Item 659)	6	Mgal	\$ 30.00	\$ 180.00
34	614	Maintaining Traffic (ODOT Item 614)	1	LS	\$ 10,000.00	\$ 10,000.00
35	614	Detour Signage	1	LS	\$ 6,000.00	\$ 6,000.00
36	640	Centerline (solid double), Type 1 (ODOT 642)	150	Ft.	\$ 2.50	\$ 375.00
37	640	Edge line 4", Type 1 (ODOT 642)	300	Ft.	\$ 2.50	\$ 750.00
38	614	Portable Changeable Message Signs (ODOT Item 614)	1	Months	\$ 1,500.00	\$ 1,500.00
39	SPEC	River Rock/ Landscape Stone (Contingency)	5	CY	\$ 75.00	\$ 375.00
40	202	Structure Removed, As Per Plan	2	EA.	\$ 10,000.00	\$ 20,000.00
41	503	Unclassified Excavation, (Wingwall Footing) As Per Plan	6	EA.	\$ 3,000.00	\$ 18,000.00
42	503	Unclassified Excavation, (Culvert Footing/Base) As Per Plan	2	EA.	\$ 6,000.00	\$ 12,000.00
43	503	Unclassified Excavation, (Sediment Removal) As Per Plan	1	LS	\$ 10,000.00	\$ 10,000.00
44	203	Granular Material, Type B, (ODOT 57 Limestone)	60	CY	\$ 65.00	\$ 3,900.00
45	203	Embankment, (Backfill/Grading of Wingwalls and all grading)	1	LS	\$ 15,000.00	\$ 15,000.00
46	503	Cofferdams, Excavation Bracing, Cribs, Sheet piling As Per Plan	1	LS	\$ 20,000.00	\$ 20,000.00
47	509	Epoxy Coated Reinforcing Steel for headwalls	8250	Lbs.	\$ 3.00	\$ 24,750.00
48	511	Class QC1 Concrete, Headwalls/ Foreslope Wall	3	CY	\$ 675.00	\$ 2,025.00

49	511	Class QC1 Concrete, Retaining Wall or Wingwall, not including footing	32	CY	\$ 500.00	\$ 16,000.00
50	511	Class QC1 Concrete, Footing, (Wingwalls & Culvert) As Per Plan	72	CY	\$ 450.00	\$ 32,400.00
51	512	Type 2 Waterproofing, As Per Plan	275	SY	\$ 40.00	\$ 11,000.00
52	512	Sealing of Concrete Surfaces (Epoxy-Urethane), As Per Plan	100	SY	\$ 50.00	\$ 5,000.00
53	516	1" Preformed Expansion Joint Filler	64	SF	\$ 8.00	\$ 512.00
54	518	Porous Backfill with Geotextile Fabric, As Per Plan	1	LS	\$ 4,000.00	\$ 4,000.00
55	611	Conduit, Type A, Precast Reinforced Concrete Box sections, As Per Plan, (6'x3'), 706.05	53	LF	\$ 1,150.00	\$ 60,950.00
56	611	Conduit, Type A, Precast Reinforced Concrete Box sections, As Per Plan, (8'x4'), 706.05	60	LF	\$ 1,250.00	\$ 75,000.00
57	601	Rock Channel Protection, Type C, Keyed into Rock Grouted in Place	66	CY	\$ 150.00	\$ 9,900.00
58	601	Rock Channel Protection, Type B, Keyed into Rock Grouted in Place	200	CY	\$ 155.00	\$ 31,000.00
59	623	Construction Layout Stakes and Surveying, As Per Plan	1	LS	\$ 2,500.00	\$ 2,500.00
60	SPEC	Utility Allowance	1	LS	\$ 60,000.00	\$ 60,000.00
61	624	Mobilization	1	LS	\$ 20,000.00	\$ 20,000.00
62	670	Erosion and Sediment Control	1	LS	\$ 2,000.00	\$ 2,000.00
63	670	Storm Water Pollution Prevention Plan	1	LS	\$ 1,500.00	\$ 1,500.00
64	670	Storm Water Pollution Prevention Inspections	1	LS	\$ 1,500.00	\$ 1,500.00
65	616	Water	5	MGAL	\$ 50.00	\$ 250.00
66	616	Calcium Chloride	1	TON	\$ 100.00	\$ 100.00
67	607	Fence, Type Ornamental, Wrought Iron	90	LF	\$ 165.00	\$ 14,850.00
68	SPEC	Preconstruction Video	1	LS	\$ 1,000.00	\$ 1,000.00
69	638	12" Waterline Lowering, Complete in Place	2	EA	\$ 25,000.00	\$ 50,000.00
70	638	CWD Fees	1	LS	\$ 7,000.00	\$ 7,000.00
71	638	Water Service Reconnections (Contingency)	3	Each	\$ 1,500.00	\$ 4,500.00
72	638	Chlorination Pit	2	Each	\$ 1,500.00	\$ 3,000.00
73	638	Hydrant Assembly	2	Each	\$ 2,500.00	\$ 5,000.00
74	SPEC	Temporary Construction zone fencing	1	LS	\$ 500.00	\$ 500.00
75	SPEC	Install Trees, planted w/ 2 year guarantee	6	EA.	\$ 500.00	\$ 3,000.00
76	613	Low Strength Mortar Backfill, Type 2 (contingency)	135	CY	\$ 100.00	\$ 13,500.00
77	SPEC	Foreman (Contingency)	150	HRS	\$ 75.00	\$ 11,250.00
78	SPEC	Laborer (Contingency)	300	HRS	\$ 50.00	\$ 15,000.00
79	SPEC	Operator (Contingency)	150	HRS	\$ 60.00	\$ 9,000.00
80	SPEC	Miscellaneous Equipment (Trucks, Excavator, Backhoe, etc. including Fuel) (Contingency)	150	HRS	\$ 100.00	\$ 15,000.00
81	SPEC	As-Built drawings	1	LS	\$ 1,000.00	\$ 1,000.00
82	SPEC	Resel Property Pin (contingency)	4	Ea.	\$ 150.00	\$ 600.00
83	SPEC	Off-duty Law Enforcement Officer (contingency)	40	Hrs.	\$ 80.00	\$ 3,200.00
84	SPEC	Exploration dig for utilities (contingency)	1	LS	\$ 3,000.00	\$ 3,000.00
GRAND TOTAL						\$ 803,711.00

Contingency Items highlighted in gray

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2026 – 019

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE 2026 PAVEMENT RECONSTRUCTION PROGRAM 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 the 2026 Pavement Reconstruction Program, consisting of removal and replacement of concrete pavement, catch basin reconstruction, and replacement of curbs and ADA ramps, in accordance with specifications and bid documents on file in the office of the City Engineer, 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 General Capital Improvement Fund.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this 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 advertise for bids in order to contract for improvements to various public roadways in the City, ensure safe travel for the residents and the public, 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: _____

Yea Nay

Attest: _____
Clerk of Council

Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

RES
 Ord. No. 2026-019 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 020

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF THREE (3) NEW DODGE DURANGOS AND TWO (2) NEW CHEVROLET TAHOES, ALL WITH NECESSARY APPURTENANCES FOR USE BY THE POLICE DEPARTMENT, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville Police Department is in need of five (5) new vehicles; and

WHEREAS, the Ohio Department of Administrative Services awarded a State Term contract (Contract No. RSI033143) for the purchase of new 2026 Dodge Durango law enforcement vehicles; and

WHEREAS, in addition, the Ohio Department of Administrative Services awarded a State Term contract (Contract No. RSI033164) for the purchase of new 2026 Chevrolet Tahoe law enforcement vehicles; and

WHEREAS, in this instance, Montrose Auto Group is a local dealer/vendor that can conveniently provide three (3) new 2026 Dodge Durangos and two (2) new 2026 Chevrolet Tahoes, with the necessary appurtenances; and

WHEREAS, said dealer/vendor has agreed to provide such vehicles to the City at or below the favorable aforementioned State Term contract prices.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Police Department of the City of Strongsville, in that it is immediately necessary to enter into a contract, without public bidding, with **MONTROSE AUTO GROUP**, for the purchase of three (3) new 2026 Dodge Durangos and two (2) new 2026 Chevrolet Tahoes, with the necessary appurtenances for the Police Department, in order to meet the operational needs of such Department on a prompt basis and to ensure the public health, safety and welfare.

Section 2. That, for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into a contract with **MONTROSE AUTO GROUP**, without public bidding, in the total amount not to exceed \$246,116.00, for the purchase of three (3) new 2026 Dodge Durangos and two (2) new 2026 Chevrolet Tahoes, with the necessary appurtenances for the Police Department, as more fully set forth collectively in Exhibit A, attached hereto and incorporated herein by reference, and as reflected in a contract to be in a form approved by the Law Director.

Section 3. That the funds for the purpose of such purchases have been appropriated and shall be paid from the Emergency Vehicle Fund.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2026 – 020
Page 2

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into a contract for such vehicles in order to maintain continuity in the critical operation of the Police Department of the City, and conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

Ord. No. 2026-020 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

075100-5517

(246,116)



State Contract # RSI033143

(Page 1 of 2)

2026 DURANGO PURSUIT V-6

Item #2-1

Order No: []

STRONGSVILLE PD

FANH 00KPS

WDEE75 DURANGO PURSUIT AWD
2DZ PREFERRED PKG

PLEASE SELECT
YOUR CAR COLOR
ON PAGE 2

- A7 CLTH FRT DRT / VNL R
- X9 BLACK
- ERG 3.6L-V6-24V
- DFT 8-SPD AUTO

These items to the right are what is included in this price below.
Any options added from the list below will increase this price.



STND POLICE WHEEL



PNTD ALUM WHEEL (WP1)

STATE CONTRACT VEHICLE Subtotal			\$ 39,486.00
TITLE FEE	DEALER	\$ -	INCLUDED
#12-2 TEMP-TAGS	DEALER	\$ 25.00	
#12-3 ADDITIONAL KEY FOB'S (comes with 4)	XCS	\$ 400.00	
#12-4 WHEEL COVERS	AM	\$ 430.00	
#12-5 5.7L V8 HEMI MDS VVT	22Z - EZH	\$ 3,240.00	\$ 3,240.00
#12-6 INSIDE REAR DOOR LOCKS INOP	CW6	\$ 95.00	\$ 95.00
#12-7 INSIDE REAR DOOR HANDLES INOP	INC IN CW6 above	\$ -	INCLUDED
#12-8 WINDOWS-REAR-POWER-DELETE	INC	\$ -	INCLUDED
#12-9 HEATED SIDE VIEW MIRRORS	INC IN CW6 above	\$ -	INCLUDED
#12-10 CARPET-FLOOR	EKD	\$ 160.00	
#12-11 RED/WHITE CARGO LIGHT	DLR	\$ -	INCLUDED
#12-12 PERIMETER ANTI-THEFT ALARM WITH REMT START	LSA & AM	\$ 950.00	
#12-13 REMOTE KEYLESS ENTRY FOR W/O KEYPAD (DEDUCT)	MAN	\$ -	
#12-14 REAR CONSOLE PLATE	AM	\$ 250.00	
#12-15 PRE-WIRE GRILL/SPKR/SIREN/LGTS	REQUIRED	\$ 599.00	\$ 599.00
#12-16 HITCH	INC	\$ -	INCLUDED
#12-17 SKID PLATES	ABL	\$ 370.00	
#12-18 BLUE/BLUE-REAR LIGHT SOLUTION	AM	\$ 990.00	
#12-19 STREET APPEARANCE (Fire, DB or Unmarked)	WP1, EKD, CUF, C5-X9, MT8 (RMV-LNF)	\$ 960.00	
<i>** NOTE ** Street Appearance package includes Carpet Floor, full non-police style center console with armrest and cupholders, cloth rear seat, painted aluminum wheel (WP1) and no spotlight.</i>			
#12-23 SECURITY ALARM W/O REMOTE START	LSA & AM	\$ 190.00	
#12-24 POLICE CONSOLE	CHG	\$ 1,195.00	
#12-25 SINGLE KEY SYSTEM	GX*	\$ 600.00	\$ 600.00
<i>** NOTE ** Extended Warranties are through Ford and are also available in many configurations. This Extended Warranties I use are the Premium Care (1,000 + Covered Components)</i>			
#12-21 MINIMUM DELIVERY CHARGE (use per mile charge)	DEALER	\$ -	CUST. P/U

STRONGSVILLE PD
Attn: LT KNIPP

Derek Powers
Fleet/Gvmt. Sales Mgr.
Cell # is (419) 606-5659
dpowers@gomontrose.com

QUOTED 10/14/2025
RE-QUOTED 1/7/2026
ORDERED

TOTAL QUOTE FOR UNIT W/ ADDED ITEMS FROM ABOVE	\$ 44,020.00
** LESS \$1.00 TO BEAT STATE CONTRACT PRICING AT GREVE CHRYSLER	\$ (1.00)
TOTAL FOR EXT WARRANTY NOT LISTED ABOVE (IF REQUESTED)	\$ -
TOTAL FOR CUSTOMER ADDED OPTIONS BELOW	\$ -
TOTAL FOR SPECIAL PAINT COLORS FROM BELOW	\$ 1,185.00
TOTAL VALUE OF TRADE (IF YOU HAVE ONE)	\$ -
TOTAL FOR SINGLE UNIT QUOTED / ORDERED	\$ 45,204.00
3 unit/s requested	\$ 135,612.00

ACCEPTED BY: _____

Date: _____

(Page 2 of 2)

Please specify FRFQ needed below (only select if you currently use a FRFQ)
****NOTE** ADDING A KEY ALIKE FRFQ WILL GIVE YOU 8 TOTAL KEYS FOR THE UNIT**
****NOTE** TECHNOLOGY GROUP (ADG) INCLUDES ADAPTIVE CRUISE, ADV BRAKE ASSIST, COLLISION WARNING, LANE DEPARTURE WARNING AND RAIN SENSING WIPERS**

These items below can be added to the build - Select what you need, or ask Salesman if you have questions

CODE	DESCRIPTION	PRICE	ADD - YES OR NO ?
LNF	DRIVER SIDE SPOTLIGHT	\$ 695.00	IHC
	COLOR CHOICE	\$ 3,500.00	
PX)	BLACK PEARL	\$ 395.00	3



075100 - 5517

State Contract # RS1033164

2026 CHEVY TAHOE 2WD

Item #3-1

Order No:

STRONGSVILLE PD

FANH 815301

CK10706 2WD CHEVY-TAHOE-POLICE
JFL COMM. PREF. EQP. GROUP

PXT 20"X9" STEEL POLICE WHEEL
XCS 275/55R20 A/S PURSUIT TIRE
URW 17.7" DIAG. DISPLAY
VKS FRONT LP BRACKET
SJI KEYLESS PANIC BTN & EXT LGTS/HORN DISABLE
S75 CLOTH FRNT / VNYL REAR
5Y1 FRNT 20 SEAT DELETE
UN9 GROUND STRAPS, RADIO SUPP.
7X3 D/S SPOTLAMP

PLEASE SELECT YOUR
CAR COLOR BELOW

Z56 HD POLICE RATED SUSP. PKG
A23 CLOTH 40/20/40 BENCH
H1T JET BLACK
L84 5.3L ECOTEC3 V8
MHU 10-SPD AUTO TRANS

These items to the right are what is included in this price below.
Any options added from the list below will increase this price.



STND POLICE WHEEL



PNTD ALUM WHEEL (NZV)

STATE CONTRACT VEHICLE Subtotal			\$ 48,750.00
TITLE FEE	DEALER	\$	INCLUDED
#3-2 TEMP-TAGS	DLR	\$ 20.00	
#3-3 ADDITIONAL-KEY-FOBS (comes-with-4)	DLR	\$ 255.00	
#3-4 4WD-SSV-PACKAGE	CK10706 / 5W4	\$ 6,100.00	
#3-5 GRILL LAMPS & SIREN SPEAKERS WIRING	GJ3	\$ 92.00	\$ 92.00
#3-6 HORN & SIREN CIRCUIT WIRING	6J4	\$ 75.00	\$ 75.00
#3-7 AUX. GROUND STUDS	DLR	\$ 95.00	INCLUDED
#3-8 CARPET	B30	\$ 195.00	
#3-9 NO-SPOTLIGHT	DELETE-7X3	\$ (100.00)	
#3-10 NO-DAYTIME-RUNNING-LIGHTS	9G8	\$ 50.00	
#3-11 LOCKING DIFFERENTIAL	INC	\$	INCLUDED
#3-12 RADIANT RED PAINT	GNT	\$ 495.00	
#3-13 INOP INSIDE REAR DOOR LOCKS & HANDLES	GN6	\$ 92.00	\$ 92.00
#3-14 INOP REAR WINDOWS	GN5	\$ 75.00	\$ 75.00
#3-15 XM RADIO DELETE	MAN	\$	N/A
#3-16 BUCKET-SEATS-W/ CONSOLE (only with Street-PKG)	Req. #3-23	\$ 350.00	
#3-17 HIGH-POLISHED-ALUM.-WHEEL	NZV	\$ 350.00	
#3-18 MAX TRAILERING	INC	\$	INCLUDED
#3-19 POLICE PURSUIT PACKAGE	INC	\$	INCLUDED
#3-20 2ND ROW VINYL W/ CLOTH FRONT SEATS	INC	\$	INCLUDED
#3-21 FRONT CENTER SEAT (20%) DELETE	INC	\$	INCLUDED
#3-22 RED/WHITE FRONT AUXILIARY DOME LIGHT	6C7	\$ 170.00	\$ 170.00
#3-23 STREET-APPEARANCE-PACKAGE	CK10706, NZV, A50, H1T, 9C1, PQA, B58, D07, UBG	\$ 2,995.00	
#3-24 PER. ANTI-THEFT ALARM W/ REMOTE START	STD	\$	STD
#3-25 4WD POLICE PURSUIT TAHOE	CK10706 / JFL / 9C1	\$ 5,999.00	\$ 5,999.00
** NOTE** Street Appearance package includes Carpet Floor, full non-police style center console with armrest and cupholders, cloth rear seat, painted aluminum wheel and no spotlight.			
#3-29 FRONT LICENSE PLATE BRACKET	VK3	\$ 199.00	\$
#3-30 REMOVE-ONSTAR	R9L	\$ (100.00)	
#3-31 ENGINE-BLOCK-HEATER	K05	\$ 100.00	
#3-27 MINIMUM DELIVERY CHARGE	DEALER	\$	CUST. P/U

STRONGSVILLE PD
Attn: LT KNIPP

Derek Powers
Fleet Director
Cell # 1s (419) 606-5659
dpowers@qamontrose.com

QUOTED 10/14/2025
RE-QUOTED 1/7/2026
ORDERED

TOTAL QUOTE FOR UNIT W/ ADDED ITEMS FROM ABOVE	\$ 55,253.00
**LESS \$1.00 TO BEAT STATE CONTRACT PRICE AT LEE KINSTLE CHEVY	\$ (1.00)
TOTAL FOR EXT WARRANTY NOT LISTED ABOVE (IF REQUESTED)	\$ -
TOTAL FOR CUSTOMER ADDED OPTIONS BELOW	\$ -
TOTAL FOR SPECIAL PAINT COLORS FROM BELOW	\$ -
TOTAL VALUE OF TRADE (IF YOU HAVE ONE)	\$ -
TOTAL FOR SINGLE UNIT QUOTED / ORDERED	\$ 55,252.00
2 unit/s requested	\$ 110,504.00

ACCEPTED BY:

Date:

These items below can be added to the build - Select what you need, or ask Salesman if you have questions

COLOR CHOICE		\$	-	2
GDA	BLACK			

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 021

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR AN EMERGENCY MEDICAL SERVICES (EMS) BILLING SERVICE AND SYSTEM FOR THE CITY'S DEPARTMENT OF FIRE & EMERGENCY SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Resolution No. 2025-133, Council authorized the Mayor to advertise a Request for Proposals for an Emergency Medical Services (EMS) billing service and system for the City's Department of Fire & Emergency Services; and

WHEREAS, Council is desirous of proceeding to award and enter into an agreement for such services.

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

Section 1. That this Council hereby finds and determines that the proposal submitted by **EMS MANAGEMENT & CONSULTANTS, INC.** for an Emergency Medical Services (EMS) billing service and system for the City's Department of Fire & Emergency Services meets the specifications and Request for Proposal on file in the office of the Chief of Fire, is in compliance with the applicable requirements for proposals and contracts established by the laws of the City and the State; and is the best proposal by a qualified company for the proposed contract.

Section 2. That the Mayor be and is hereby authorized and directed to enter into a Billing Services Agreement with the aforesaid best proposer for an Emergency Medical Services (EMS) billing service and system for the City's Department of Fire & Emergency Services commencing May 1, 2026 and continued through April 30, 2029, in accordance with the contract scope, percentage compensation, and terms and conditions all substantially in the form attached hereto as Exhibit A and incorporated herein by reference, which in all respects is hereby approved.

Section 3. That the funds for the purposes of said contract and this Ordinance have been appropriated for 2026 and shall be paid from the Emergency Vehicle Fund; and shall be subject to future appropriations from said Fund during the contract period.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract to provide for the continuity of services and operation of the City of Strongsville Fire

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2026 – 021
Page 2

Department and Finance Department, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

Ord. No. 2026-021 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

BILLING SERVICES AGREEMENT

THIS BILLING SERVICES AGREEMENT (hereinafter "Agreement"), is entered into this _____ day of _____ 2026, between EMS MANAGEMENT & CONSULTANTS, INC. (hereinafter "EMS|MC") and the CITY OF STRONGSVILLE, (hereinafter "Client").

WITNESSETH:

WHEREAS, EMS|MC is an ambulance billing service company with experience in providing medical billing and collection services to medical transport providers, including fire and rescue and emergency medical service (EMS) providers; and

WHEREAS, Client is normally engaged in the business of providing emergency medical services, and billable medical transportation services; and

WHEREAS, Client wishes to retain EMS|MC to provide medical billing, collection and related services as set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements described below and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. ENGAGEMENT.

a. During the term of this Agreement, EMS|MC shall provide routine billing, bill processing and fee collection services reasonably required and customary for service providers of similar size and situation to Client (the "Revenue Cycle Management Services" or "RCM Services"). The RCM Services shall include: (1) preparing and submitting initial and secondary claims and bills for Client to insurers and others responsible for payment; (2) performing reasonable and diligent routine collection efforts to secure payments from primary and secondary payers and patients or other entities, (as EMS|MC, in its sole discretion deems appropriate); (3) issuing patient statements for all unpaid balances; and (4) referring accounts which have not been collected during EMS|MC normal billing cycle to the Ohio Attorney General or any outside collection agency if so directed by Client.

b. Collectively, the RCM Services that EMS|MC provides to Client shall be referred to as the "Services".

2. EMS|MC Responsibilities.

a. EMS|MC will provide the RCM Services in material compliance with all applicable state and federal laws and regulations.

b. EMS|MC will submit all "Completed Claims" to the applicable third-party payer. A "Completed Claim" is a claim for emergency medical services and billable medical transportation services that (i) is received by EMS|MC and supported by an ePCR record that contains all necessary and accurate information; (ii) has been reviewed and any identified issues sent to Client for remediation have been rectified; (iii) is for a patient encounter that has been electronically signed off by Client in the ePCR; (iv) has been reviewed by Client and deemed ready for billing; and (v) is not subject to a billing hold. EMS|MC will not have any responsibility for any adverse impact to Client that may result from any delay of Client in completing claims.

c. Accounts with outstanding balances after the insurance and/or third-party payer has determined benefits due will be billed by EMS|MC to the patient. EMS|MC will send up to three patient statements to the patient or responsible party, except as to those accounts on which an insurance carrier or third-party payer has accepted responsibility to pay. Once Client has submitted all necessary information, EMS|MC will bill all uninsured patients directly.

d. Within ten (10) business days of the last business day of the month, EMS|MC will provide to Client a month end report, which shall include an account analysis report, aging report and accounts receivables reconciliation report for the previous month. Deposit reports will be provided daily.

e. During the term of this Agreement, EMS|MC shall maintain, provide appropriate storage and data back-up for all billing records pertaining to the RCM Services provided by EMS|MC hereunder. Upon at least five (5) business days' prior written notice, EMS|MC shall make such records accessible to Client during EMS|MC business hours. Upon termination of this Agreement, trip data pertaining to the RCM Services shall be returned to Client. Notwithstanding anything to the contrary herein, Client acknowledges and agrees that EMS|MC is not a custodian of clinical records nor a clinical records repository. Client is responsible for maintaining all clinical records in accordance with Section 3(d).

f. EMS|MC shall notify Client of (i) all patient complaints about clinical services within five (5) business days of receipt; (ii) all patient complaints about billing within ten (10) business days of receipt; and (iii) all notices of audit, requests for medical records or other contacts or inquiries out of the normal course of business from representatives of Medicare, Medicaid or private payers with which Client contracts or any law enforcement

or government agency ("Payer Inquiries") within ten (10) business days of receipt, unless such agency prohibits EMS|MC from disclosing its inquiry to Client.

g. EMS|MC is appointed as the agent of Client under this Agreement solely for the express purposes of this Agreement relating to billing and receiving payments and mail, receiving and storing documents, and communicating with hospitals and other entities to facilitate its duties. EMS|MC will have no authority to pledge credit, contract, or otherwise act on behalf of Client except as expressly set forth herein.

h. As to all payments received from Medicare, Medicaid and other government funded programs, the parties specifically acknowledge that EMS|MC will only prepare claims for Client and will not negotiate checks payable or divert electronic fund transfers to Client from Medicare, Medicaid or any other government funded program. All Medicare, Medicaid and any other government funded program payments, including all electronic fund transfers, will be deposited directly into a bank account designated by Client to receive such payments and as to such account only Client, through its officers and directors, shall have access.

i. The Services provided by EMS|MC to Client under this Agreement are conditioned on Client's fulfillment of the responsibilities set forth in this Agreement.

j. EMS|MC shall have no responsibility to provide any of the following services:

- i. Determining the accuracy or truthfulness of documentation and information provided by Client;
- ii. Providing services outside the EMS|MC billing system;
- iii. Submitting any claim that EMS|MC believes to be inaccurate or fraudulent; or
- iv. Providing any service not expressly required of EMS|MC by this Agreement.

k. For Client's service dates that occurred prior to the mutually agreed go live date for the Services, Client agrees and understands that EMS|MC is not responsible for any services including, but not limited to, submitting claims or managing any denials, refunds or patient calls. As between Client and EMS|MC, Client is fully responsible for the proper billing and accounting of any remaining balances related to service dates that occurred prior to such go live date.

l. EMS|MC will be responsible for full compliance with all applicable federal, state and local laws, especially as they pertain to obtaining W-9 information from payors

so that client is not subject to any backup withholding. All 1099's issued by any health care provider shall be forwarded to Client when received by EMS|MC.

3. RESPONSIBILITIES OF CLIENT. The following responsibilities of Client are a condition of EMS|MC's services under this Agreement, and EMS|MC shall have no obligation to provide the Services to the extent that Client has not fulfilled these responsibilities:

a. Client will pay all amounts owed to EMS|MC under this Agreement.

b. Client will implement standard commercially reasonable actions and processes as may be requested by EMS|MC from time-to-time to allow EMS|MC to properly and efficiently provide the RCM Services. These actions and processes include, but are not limited to, the following:

- i. Providing EMS|MC with complete and accurate demographic and charge information necessary for the processing of professional and/or technical component billing to third parties and/or patients including, without limitation, the following: patient identification (name, address, phone number, birth date, gender); guarantor identification and address; insurance information; report of services; special claim forms; pre-authorization numbers; and such additional information as is requested by EMS|MC;
- ii. Providing EMS|MC with complete and accurate medical record documentation for each incident or patient service rendered for reimbursement, which is necessary to ensure proper billing and secure claim payment;
- iii. Providing EMS|MC, in a timely manner, with Patient Care Reports (PCRs) that thoroughly detail the patient's full medical condition at the time of service and include a chronological narrative of all services and treatment rendered;
- iv. Obtaining authorizations and signatures on all required forms, including consent to treat, assignment of benefits, release of information and claims;
- v. Obtaining physician certification statements (PCS) forms for all non-emergency transports and other similar medical necessity forms or prior authorization statements as deemed necessary by the payer;
- vi. Obtaining or executing all forms or documentation required by Medicare, Medicaid, CHAMPUS, and any other payer or insurance carriers to allow

EMS|MC to carry out its billing and other duties under this Agreement;
and

vii. Implementing reasonable and customary charges for complete, compliant billing.

c. Client represents and warrants that the PCR and any and all associated medical records, forms and certification statements provided to EMS|MC are true and accurate and contain only factual information observed and documented by the attending field technician during the course of the treatment and transport.

d. Client shall maintain Client's own files with all original or source documents, as required by law, and only provide to EMS|MC copies of such documents. Client acknowledges that EMS|MC is not the agent of Client for storage of source documentation.

e. Client will provide EMS|MC with a copy of any existing billing policy manuals or guidelines, Medicare or Medicaid reports, or any other record or document related to services or billing of Client's accounts.

f. Client will report to EMS|MC within ten (10) business days of payments received directly by Client, and promptly notify EMS|MC of any cases requiring special handling or billing. Client shall advise EMS|MC of any Payer Inquiries within ten (10) business days of receipt.

g. Client shall ensure that any refunds posted by EMS|MC are actually issued and paid to the patient, insurer, or other payer as appropriate.

h. Client agrees to provide EMS|MC with administrative access to the ePCR system or similar access in order to run reports and review documents and attachments to better service Client's account.

i. Client shall provide EMS|MC with access to its facilities and personnel for the purpose of providing on-site and/or online training to such personnel. Client shall cooperate with EMS|MC and facilitate any training that EMS|MC wishes to provide.

j. Client shall complete EMS|MC's online training course within 90 days of the contract start date and all new hires will complete EMS|MC's online documentation training within 90 days of hire date. Newly developed training materials by EMS|MC should be mutually agreed upon by the parties to be required training.

k. Client shall comply with all applicable federal, state, and local laws, rules, regulations, and other legal requirements that in any way affect this Agreement or the duties and responsibilities of the parties hereunder.

4. EMS|MC WEB PORTALS.

a. EMS|MC shall provide Client and those individuals appointed by Client (“Users”) with access to EMS|MC Web Portals (the “Portals”), which shall be subject to the applicable Terms of Use found on the Portals. To be appointed as a User, the individual must be an employee of Client or otherwise approved by Client and EMS|MC. Client is responsible for all activity of Users and others accessing or using the Portals through or on behalf of Client including, but not limited to, ensuring that Users do not share credentials for accessing the Portals. Client is also responsible for (i) identifying individuals who Client determines should be Users; (ii) determining and notifying EMS|MC of each User’s rights; (iii) monitoring Users’ access to and use of the Portals; (iv) acting upon any suspected or unauthorized access of information through the Portals; (v) ensuring each User’s compliance with this Agreement and the Terms of Use governing the use of the Portals; and (vi) notifying EMS|MC to deactivate a User account whenever a User’s employment, contract or affiliation with Client is terminated or Client otherwise desires to suspend or curtail a User’s access to and use of the Portals. Client agrees to follow best practices to ensure compliance with this provision.

b. Client acknowledges that EMS|MC may suspend or terminate any User’s access to the Portals (i) for noncompliance with this Agreement or the applicable Terms of Use; (ii) if such User poses a threat to the security or integrity of the Portals or information available therein; (iii) upon termination of Client; or (iv) upon notice of suspension or termination of such User by Client. Client may suspend or terminate a User’s access to the Portals at any time.

5. COMPENSATION OF EMS|MC.

a. Client shall pay a fee for the Services of EMS|MC hereunder, on a monthly basis, in an amount equal to 4.2% percent of “Net Collections” as defined below (the “RCM Fee”). Net Collections shall mean all cash and check amounts including electronic fund transfers (EFTs) received by EMS|MC from payers, patients, attorney’s offices, court settlements, collection agencies, government institutions, debt set-off programs, group health insurance plans, private payments, credit cards, healthcare facilities or any person or entity submitting funds on a patient’s account, or any amounts paid directly to Client with or without the knowledge of EMS|MC that are paid, tendered, received or collected each month for Client’s transports, less refunds processed or any other necessary adjustments to those amounts. Price adjustments shall not exceed the change in the average of the Consumer Price Index (CPI) for all Urban Consumers, Not Seasonally Adjusted, Area: U.S. city average, Item: All item, Base Period: 1982-84=100 over the

twelve months prior and shall not exceed 4.75% in the total for the term of the Agreement or any extensions.

b. EMS|MC shall submit an invoice to Client by the tenth (10th) day of each month for the Compensation due to EMS|MC for the previous calendar month. The Compensation amount reflected on the invoice shall be paid in full by the 20th day of the month in which the invoice is first presented to Client (the "Payment Date"). Such amount shall be paid without offset unless the calculation of the amount is disputed in good faith, in which case Client shall pay the undisputed amount and shall provide EMS|MC with detailed written notice of the basis for the disputed portion no later than the Payment Date. Any invoices not disputed in writing by the Payment Date shall be deemed "undisputed" for all purposes of the Agreement. All invoices are to be paid directly from Client's banking institution to EMS|MC via paper check, direct deposit or ACH draft initiated by EMS|MC into EMS|MC's bank account.

c. A one-time late fee of 5% shall be added to any invoices that remain unpaid by the 5th day of the calendar month following the Payment Date. Interest shall begin to accrue on all unpaid balances starting thirty (30) days after the presentment of said invoice for any unpaid balances at the rate of 1½% per month or the highest rate allowed under applicable law, whichever is lower. Client shall be responsible for all costs of collection incurred by EMS|MC or others in attempting to collect any amounts due from Client under this Agreement, including, but not limited to, reasonable attorney fees.

d. In the event of a material change to applicable law, the billing process and/or scope of Services provided in this Agreement or a material difference in any of the patient demographics provided by the Client, EMS|MC reserves the right to negotiate a fee change with Client and amend this Agreement accordingly or terminate this Agreement.

e. EMS|MC may, in its sole discretion, immediately cease to provide Services for Client should the outstanding balance owed to EMS|MC become in arrears. Claims processing will not resume until all outstanding balances are paid in full or arrangements approved by EMS|MC have been made to wholly resolve any outstanding balances.

6. TERM OF AGREEMENT.

a. This Agreement shall be effective commencing on May 1, 2026, and shall thereafter continue through April 30, 2029, ("Initial Term"). This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, and transferees. The Agreement shall have the option to renew for two (2) additional one-year periods on the same terms and conditions as stated herein, unless either party gives written notice of intent not to renew at least 90 days before expiration

of the initial term. Notwithstanding anything herein to the contrary, this Agreement may be terminated under the provisions provided below.

b. **Termination for Cause.** Notwithstanding Section 6(a), either party may terminate this Agreement if the other party materially breaches this Agreement, unless (i) the breaching party cures the breach within 10 days following receipt of notice describing the breach in reasonable detail, or (ii) with respect to a breach which may not reasonably be cured within a 10-day period, the breaching party commences, is diligently pursuing cure of, and cures the breach as soon as practical following receipt of notice describing the breach in reasonable detail.

c. **Immediate Termination.** Either party may terminate this Agreement immediately as a result of the following:

- i. Failure of Client to make timely payments due under this Agreement;
- ii. Injury to any customer, independent contractor, employee or agent of the other party hereto arising from the gross negligence or willful misconduct of a party;
- iii. Harassment of any employee or contractor of a party or commitment of any act by a party which creates an offensive work environment; or
- iv. Commitment of any unethical or immoral act which harms the other party or could have the effect of harming the other party.

7. RESPONSIBILITIES UPON TERMINATION.

a. Subject to Client's payment of all amounts due hereunder, upon any termination of this Agreement, and during the period of any notice of termination, EMS|MC will make available to Client or its authorized representatives data from the billing system regarding open accounts in an electronic format, and will otherwise reasonably cooperate and assist in any transition of the Services to Client, or its successor billing agent. Upon request, EMS|MC will provide to Client trip data associated with the claims submitted by EMS|MC on behalf of Client pursuant to this Agreement. EMS|MC shall retain financial and billing records not tendered or returned to Client on termination hereof for at least ten (10) years following the date of service.

b. Following termination of this Agreement, for a period of ninety (90) days (the "Wind Down"), EMS|MC will continue its billing and collection efforts as to those accounts with dates of services prior to termination, subject to the terms and conditions of this Agreement including, but not limited to, Section 5. Client will continue to provide EMS|MC with copies of checks and payments on those accounts which were filed by EMS|MC under this Agreement. EMS|MC shall have no further responsibilities as to such accounts

after the Wind Down; however, EMS|MC shall be entitled to compensation as provided in Section 5(a) for such amounts filed by EMS|MC, regardless of whether such amounts are collected by Client during or after the Wind Down period. During the Wind Down and for up to twelve months following termination of this Agreement, EMS|MC shall continue to make the Portals available to Client, subject the applicable Terms of Use. Notwithstanding the foregoing, in the event EMS|MC terminated this Agreement pursuant to Sections 6(b) or 6(c), EMS|MC shall have no obligation to provide any Services after the date of termination.

8. EXCLUSIVITY AND MISCELLANEOUS BILLING POLICIES.

a. During the term of this Agreement, EMS|MC shall be Client's exclusive provider of the RCM Services. Client may not directly file, submit or invoice for any medical or medical transportation services rendered while this Agreement is in effect.

b. In addition, Client agrees not to collect or accept payment for services from any patient unless the service requested does not meet coverage requirements under any insurance program in which the patient is enrolled or the patient is uninsured. Payments received directly by Client for these services must be reported to EMS|MC as provided in Section 3(f) hereof and shall be treated as Net Collections for purposes of Section 5(a) hereof.

c. In compliance with CMS regulations, Medicare patients will not be charged by Client a higher rate or amount for identical covered services charged to other insurers or patients. Accordingly, only one fee schedule shall exist and be used in determining charges for all patients regardless of insurance coverage.

d. EMS|MC reserves the right not to submit a claim for reimbursement on any patient in which the PCR and/or associated medical records are incomplete or appear to be inaccurate or do not contain enough information to substantiate or justify reimbursement. This includes missing patient demographic information, insurance information, Physician Certification Statements (PCS) or any required crew and/or patient signatures, or otherwise contradictory medical information.

e. Client shall implement and maintain a working compliance plan ("Compliance Plan") in accordance with the most current guidelines of the U.S. Department of Health and Human Services ("HHS"). The Compliance Plan must include, but not be limited to, formal written policies and procedures and standards of conduct, designation of a compliance officer, quality assurance policy and effective training and education programs.

f. In accordance with the HHS Office of Inspector General (“OIG”) Compliance Program Guidance for Third-Party Medical Billing Companies, EMS|MC is obligated to report misconduct to the government, if EMS|MC discovers credible evidence of Client’s continued misconduct or flagrant, fraudulent or abusive conduct. In the event of such evidence, EMS|MC has the right to (a) refrain from submitting any false or inappropriate claims, (b) terminate this Agreement and/or (c) report the misconduct to the appropriate authorities.

9. NON-INTERFERENCE/NON-SOLICITATION OF EMS|MC EMPLOYEES.

Client understands and agrees that the relationship between EMS|MC and each of its employees constitutes a valuable asset of EMS|MC. Accordingly, Client agrees that both during the term of this Agreement and for a period beginning on the date of termination of this Agreement, whatever the reason, and ending three (3) years after the date of termination of this Agreement (the “Restricted Period”), Client shall not, without EMS|MC’s prior written consent, directly or indirectly, solicit or recruit for employment; attempt to solicit or recruit for employment; or attempt to hire or accept as an employee, consultant, contractor, or otherwise, or accept any work from EMS|MC’s employees with whom Client had material contact during the term of this Agreement, in any position where Client would receive from such employees the same or similar services that EMS|MC performed for Client during the term of this Agreement. Client also agrees during the Restricted Period not to unlawfully urge, encourage, induce, or attempt to urge, encourage, or induce any employee of EMS|MC to terminate his or her employment with EMS|MC. Client has carefully read and considered the provisions of Section 9 hereof, and having done so, agrees that the restrictions set forth in such section (including, but not limited to, the time period) are fair and reasonable and are reasonably required for the protection of the legitimate interests of EMS|MC, its officers, directors, shareholders, and employees.

10. PRIVACY.

a. *Confidentiality.* The Parties acknowledge that they will each provide to the other Confidential Information as part of carrying out the terms of this Agreement. EMS|MC and Client will be both a Receiving Party and a Disclosing Party at different times. The Receiving Party agrees that it will not (i) use any such Confidential Information in any way, except for the exercise of its rights and performance of its obligations under this Agreement, or (ii) disclose any such Confidential Information to any third party, other than furnishing such Confidential Information to its employees, consultants, and subcontractors, who are subject to the safeguards and confidentiality obligations contained in this Agreement and who require access to the Confidential Information in the performance of the obligations under this Agreement. In the event that the Receiving

Party is required by applicable law to make any disclosure of any of the Disclosing Party's Confidential Information, by subpoena, judicial or administrative order or otherwise, the Receiving Party will first give written notice of such requirement to the Disclosing Party, and will permit the Disclosing Party to intervene in any relevant proceedings to protect its interests in the Confidential Information, and provide full cooperation and assistance to the Disclosing Party in seeking to obtain such protection, at the Disclosing Party's sole expense. "Confidential Information" means the provisions of the Agreement (including, but not limited to, the financial terms herein) and any information disclosed by a Party (the "Disclosing Party") to the other Party (the "Receiving Party"). Information will not be deemed Confidential Information hereunder if the Receiving Party can prove by documentary evidence that such information: (a) was known to the Receiving Party prior to receipt from the Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (b) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (d) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party.

b. *HIPAA Compliance.* The parties agree to comply with the Business Associate Addendum, attached hereto and incorporated by reference herein as Attachment 1, documenting the assurances and other requirements respecting the use and disclosure of Protected Health Information. It is Client's responsibility to ensure that it obtains all appropriate and necessary authorizations and consents to use or disclose any individually identifiable health information in compliance with all federal and state privacy laws, rules and regulations, including but not limited to the Health Insurance Portability and Accountability Act. In the event that this Agreement is, or activities permitted or required by this Agreement are, inconsistent with or do not satisfy the requirements of any applicable privacy or security law, rule or regulation, the parties shall take any reasonably necessary action to remedy such inconsistency.

11. DISCLAIMERS, LIMITATIONS OF LIABILITY AND DISPUTE RESOLUTION

a. Each Party acknowledges that the liability limitations and warranty disclaimers in the Agreement are independent of any remedies hereunder and shall apply regardless of whether any remedy fails of its essential purpose. Client acknowledges that the limitations of liability set forth in this Agreement are integral to the amount of consideration offered and charged in connection with the Services and that, were

EMS|MC to assume any further liability other than as provided in the Agreement, such consideration would of necessity be set substantially higher.

b. EMS|MC and Client acknowledge and agree that despite their best efforts, billing errors may occur from time to time. Each party will promptly notify the other party of the discovery of a billing error. EMS|MC's sole obligation in the event of a billing error will be to correct the error by making appropriate changes to the information in its system, posting a refund if appropriate, and re-billing the underlying claim if permissible.

c. Except for any express warranty provided herein or in the applicable exhibit, the services are provided on an "as is," "as available" basis. Client agrees that use of the services is at client's sole risk; and, to the maximum extent permitted by law, EMS|MC expressly disclaims any and all other express or implied warranties with respect to the services including, but not limited to, warranties of merchantability, fitness for a particular purpose, title, non-infringement or warranties alleged to arise as a result of custom and usage.

d. A "Claim" is defined as:

- i. any claim or other matter in dispute between EMS|MC and Client that arises from or relates in any way to this Agreement or to the Services, or data provided by EMS|MC hereunder, regardless of whether such claim or matter is denominated as a contract claim, tort claim, warranty claim, indemnity claim, statutory claim, arbitration demand, or otherwise.
- ii. EMS|MC's negligent performance of services under this Agreement.
- iii. Claims, suits or actions of every kind and description when such suits or actions are caused by negligent, willful and/or wanton acts, and/or errors or omissions of EMS|MC, its officers, employees, consultants, sub consultants, and/or subcontractors; or
- iv. Injury or damages received or sustained by any party because of the negligent willful and/or wanton acts, and/or errors or omissions of EMS|MC, its officers, employees, consultants, subconsultants, and/or subcontractors.

e. To the fullest extent allowed by law, the total liability of EMS|MC to Client regarding any and all Claims shall be capped at, and shall in no event exceed, the total fees paid by Client to EMS|MC under this Agreement in the twelve (12) months prior to the event giving rise to the Claim (the "Liability Cap"). All amounts that may be potentially awarded against EMS|MC in connection with a Claim are included in and subject to the

Liability Cap and shall not cause the Liability Cap to be exceeded, including, without limitation, all direct compensatory damages, interest, costs, expenses, and attorneys' fees. Provided, however, that nothing in the foregoing shall be construed as an admission of liability by EMS|MC in any amount or as a waiver or compromise of any other defense that may be available to EMS|MC regarding any Claim.

f. All Claims between EMS|MC and Client shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association then in effect, except that either party may, at that party's option, seek appropriate equitable relief in any court having jurisdiction. The hearing in such arbitration proceeding shall take place in Ohio, or in such other location as may be mutually agreed on by EMS|MC and Client. The arbitrator in such proceeding, or if more than one arbitrator, each arbitrator, shall be an attorney with at least fifteen (15) years of experience in commercial litigation or in health care law. The arbitrator(s) shall have no authority to enter an award against EMS|MC that is otherwise in contravention of this Agreement. An award entered by the arbitrator(s) shall be enforceable in the United States District Court of Ohio or in any other court having jurisdiction.

g. In any arbitration proceeding or permitted court proceeding regarding any Claim, the prevailing party shall be entitled to recover from the non-prevailing party the reasonable costs and expenses incurred by the prevailing party in connection with such proceeding, including, without limitation, the reasonable attorneys' fees, arbitration or court filing fees, arbitrator compensation, expert witness charges, court reporter charges, and document reproduction charges incurred by the prevailing party. Which party is the prevailing party shall be determined in light of the surrounding circumstances, such as comparing the relief requested with that awarded, and shall not be determined simply by whether one party or the other receives a net monetary recovery in its favor.

h. Insurance. EMS|MC shall maintain throughout the duration of this Agreement insurance in the following amounts:

- 1) Worker's Compensation and Employer's Liability

Worker's Compensation	Statutory
Employer's Liability	\$500,000/\$500,000/\$500,000
- 2) Comprehensive Automobile Liability

\$1,000,000 combined single limit Bodily Injury and Property Damage

- 3) Comprehensive General Liability including environmental coverage, (naming the Owner as additional insured)

\$1,000,000	per occurrence
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- | | | | |
|-------------------------------------|-------------|--|------------|
| | \$2,000,000 | annual aggregate | |
| | \$2,000,000 | product/completed | operations |
| | | occurrence | |
| | \$1,000,000 | personal injury/advertising liability | |
| 4) Umbrella/Excess Liability | | | |
| | \$2,000,000 | per occurrence | |
| | \$2,000,000 | annual aggregate | |
| | \$2,000,000 | products aggregate | |
| 5) Professional Liability Insurance | | | |
| | | or errors and omissions insurance | |
| | | coverage in an amount of \$1,000,000 per claim and annual aggregate, | |
| | | provided that such coverage shall be maintained for a period of not less | |
| | | than two (2) years after expiration of the contract. | |

The foregoing policies shall be with responsible carriers qualified to do business within the State of Ohio, and shall contain a provision that coverage will not be cancelled or failed to be renewed until at least (30) days' prior written notice has been given to the City as Client. Certificates of Insurance showing such coverage to be in force shall be filed with the Client through its Director of Finance prior to commencement of the Services and shall be in proper form.

EMS|MC hereby agrees to maintain the insurance described above during the term hereof. If EMS|MC fails to furnish and maintain the insurances required, the Client may purchase such insurance on behalf of EMS|MC, and EMS|MC shall pay the cost thereof to the Client upon demand and shall furnish to the Client any information needed to obtain such insurance.

12. NONDISCRIMINATION.

EMS|MC agrees to comply with all applicable federal, state and county laws regarding nondiscrimination, and specifically agrees not to refuse to employ or refuse to continue in any employment, any person on account of race, color, religion, creed, sex, age, national origin, or disability.

13. NO THIRD-PARTY BENEFICIARIES

This Agreement is intended solely for the benefit of City and EMS|MC and their respective successors and permitted assigns, and no patient or other third party shall have any rights or interests in this Agreement, or the services performed hereunder.

14. SUPPLEMENTAL FORMS

The parties agree that the following forms as identified and attached hereto, when properly executed, shall become part of the within Agreement:

- Statement as to Interested Parties
- Equal Opportunity Requirements
- Non-Collusion Affidavit
- Delinquent Personal Property Tax Affidavit
- Declaration and Representation (ORC 9.24)
- Certification and Representation (ORC 3517.13, as amended)

15. GENERAL.

a. Status of Parties. Nothing contained in this Agreement shall be construed as establishing a partnership or joint venture relationship between EMS|MC and Client, or as establishing an agency relationship beyond EMS|MC's service as a billing and collection agent of Client under the express terms of this Agreement. EMS|MC and its employees and representatives shall have no legal authority to bind Client.

b. Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by either party without prior written consent of the other party, except that this Agreement may be assigned without consent to the survivor in any merger or other business combination including either party, or to the purchaser of all or substantially all of the assets of either party.

c. Binding Effect. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns (where permitted), and transferees.

d. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given: (i) on the day received, if personally delivered; (ii) on the day received if sent by a recognized overnight delivery service, according to the courier's record of delivery; and (iii) on the 5th (fifth) calendar day after the date mailed by certified or registered mail. Such notices shall be addressed as follows:

Client:

City of Strongsville
16099 Foltz Parkway
Strongsville, OH 44149

EMS|MC:

EMS Management & Consultants, Inc.
Chief Executive Officer
2540 Empire Drive
Suite 100
Winston-Salem, NC 27103

Either party may change its address for notices under this Agreement by giving written notice of such change to the other party in accordance with the terms of this section.

e. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Ohio, notwithstanding any conflicts of law rules to the contrary.

f. Integration of Terms. This instrument together with all attachments, exhibits and schedules constitutes the entire agreement between the parties, and supersedes all prior negotiations, commitments, representations and undertakings of the parties with respect to its subject matter. Without limiting the foregoing, this Agreement supersedes and takes precedence over any inconsistent terms contained in any Request for Proposal ("RFP") from Client and any response to that RFP from EMS|MC.

g. Amendment and Waiver. This Agreement may be amended or modified only by an instrument signed by all of the parties. A waiver of any provision of this Agreement must be in writing, designated as such, and signed by the party against whom enforcement of the waiver is sought. The waiver of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent or other breach thereof.

h. Severability. If any provision of this Agreement shall not be valid for any reason, such provision shall be entirely severable from, and shall have no effect upon, the remainder of this Agreement. Any such invalid provision shall be subject to partial enforcement to the extent necessary to protect the interest of the parties hereto.

i. Force Majeure. With the exception of Client's payment obligation, a Party will not be in breach or liable for any delay of its performance of this Agreement caused by natural disasters or other unexpected or unusual circumstances reasonably beyond its control.

j. Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

k. Counterparts. This Agreement may be executed in multiple counterparts by a duly authorized representative of each party.

l. Survival. All terms which by their nature survive termination shall survive termination or expiration of the Agreement including, but not limited to, Sections 3(c), 3(f) – (h), 5(a), 5(c), 7, 9 – 12.

[signatures on next page]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed on the later of the dates set forth below.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

EMS|MC:

CLIENT:

EMS Management & Consultants, Inc.

City of Strongsville

By: _____

By: _____

Print Name: _____

Print Name: Thomas P. Perciak

Title: _____

Title: Mayor

Date: _____

Date: _____

Attachment 1
Business Associate Addendum

This Business Associate Addendum (the “Addendum”) is made effective the ____ day of _____ 2026, by and between the City of Strongsville, hereinafter referred to as “Covered Entity,” and EMS Management & Consultants, Inc., hereinafter referred to as “Business Associate” (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, the Parties wish to enter into a Business Associate Addendum to ensure compliance with the Privacy and Security Rules of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA Privacy and Security Rules”) (45 C.F.R. Parts 160 and 164); and

WHEREAS, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, modified the HIPAA Privacy and Security Rules (hereinafter, all references to the “HIPAA Privacy and Security Rules” include all amendments thereto set forth in the HITECH Act and any accompanying regulations); and

WHEREAS, the Parties have entered into a Billing Services Agreement (the “Agreement”) whereby Business Associate will provide certain services to Covered Entity and, pursuant to such Agreement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Privacy and Security Rules; and

WHEREAS, Business Associate may have access to Protected Health Information or Electronic Protected Health Information (as defined below) in fulfilling its responsibilities under the Agreement; and

WHEREAS, Covered Entity wishes to comply with the HIPAA Privacy and Security Rules, and Business Associate wishes to honor its obligations as a Business Associate to Covered Entity.

THEREFORE, in consideration of the Parties’ continuing obligations under the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Addendum.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Addendum shall have the definitions set forth in the HIPAA Privacy and Security Rules. In the event of an inconsistency between the provisions of this Addendum and mandatory provisions of the HIPAA Privacy and Security Rules, as amended, the HIPAA Privacy and Security Rules in effect at the time shall control. Where provisions of this Addendum are different than those mandated by the HIPAA Privacy and Security Rules, but are nonetheless permitted by the HIPAA Privacy and Security Rules, the provisions of this Addendum shall control.

The term “Breach” means the unauthorized acquisition, access, use, or disclosure of protected health information which compromises the security or privacy of such information, except where an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information. The term “Breach” does not include: (1) any unintentional acquisition, access, or use of protected health information by any employee or individual acting under the authority of a covered entity

or business associate if (a) such acquisition, access, or use was made in good faith and within the course and scope of the employment or other professional relationship of such employee or individual, respectively, with the covered entity or business associate, and (b) such information is not further acquired, accessed, used, or disclosed by any person; or (2) any inadvertent disclosure from an individual who is otherwise authorized to access protected health information at a facility operated by a covered entity or business associate to another similarly situated individual at same facility; and (3) any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization by any person.

The term “Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

The term “HIPAA Privacy and Security Rules” refers to 45 C.F.R. Parts 160 and 164 as currently in effect or hereafter amended.

The term “Protected Health Information” means individually identifiable health information as defined in 45 C.F.R § 160.103, limited to the information Business Associate receives from, or creates, maintains, transmits, or receives on behalf of, Covered Entity.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by or maintained in Electronic Media (as now or hereafter defined in the HIPAA Privacy and Security Rules).

The term “Secretary” means the Secretary of the Department of Health and Human Services.

The term “Unsecured Protected Health Information” means Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance published in the Federal Register at 74 Fed. Reg. 19006 on April 27, 2009 and in annual guidance published thereafter.

II. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement or this Addendum, provided that such use or disclosure would not violate the HIPAA Privacy and Security Rules if done by Covered Entity. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, disclose only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless the person or entity to whom Business Associate is making the disclosure requires certain direct identifiers in order to accomplish the intended purpose of the disclosure, in which event Business Associate may disclose only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the disclosure.

b. Business Associate may use Protected Health Information in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.

c. Business Associate may disclose Protected Health Information in its possession to third parties for the purposes of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that:

1. the disclosures are required by law; or

2. Business Associate obtains reasonable assurances from the third parties to whom the Protected Health Information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party, and that such third parties will notify Business Associate of any instances of which they are aware in which the confidentiality of the information has been breached.

d. Until such time as the Secretary issues regulations pursuant to the HITECH Act specifying what constitutes “minimum necessary” for purposes of the HIPAA Privacy and Security Rules, Business Associate shall, to the extent practicable, access, use, and request only Protected Health Information that is contained in a limited data set (as defined in Section 164.514(e)(2) of the HIPAA Privacy and Security Rules), unless Business Associate requires certain direct identifiers in order to accomplish the intended purpose of the access, use, or request, in which event Business Associate may access, use, or request only the minimum necessary amount of Protected Health Information to accomplish the intended purpose of the access, use, or request. Covered Entity shall determine what quantum of information constitutes the “minimum necessary” amount for Business Associate to accomplish its intended purposes.

e. Business Associate may use Protected Health Information to de-identify such information in accordance with 45 C.F.R. § 164.514(b) for Business Associate’s own business purposes or in connection with the services provided pursuant to the Agreement or to provide Data Aggregation services to Customer as permitted by 45 C.F.R. 164.504(e)(2)(i)(b). Once the Protected Health Information has been de-identified or aggregated, it is no longer considered Protected Health Information governed by this Addendum.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Addendum.

b. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement, this Addendum or as required by law.

c. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of Protected Health Information other than as provided for by this Addendum. Specifically, Business Associate will:

1. implement the administrative, physical, and technical safeguards set forth in Sections 164.308, 164.310, and 164.312 of the HIPAA Privacy and Security Rules that reasonably and appropriately protect the confidentiality, integrity, and availability of any Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity, and, in accordance with Section 164.316 of the HIPAA Privacy and Security Rules, implement and maintain reasonable and appropriate policies and procedures to enable it to comply with the requirements outlined in Sections 164.308, 164.310, and 164.312; and

2. report to Covered Entity any use or disclosure of Protected Health Information not provided for by this Addendum of which Business Associate becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. Notice is deemed to have been given for unsuccessful Security Incidents, such as (i) “pings” on an information system firewall; (ii) port

scans; (iii) attempts to log on to an information system or enter a database with an invalid password or user name; (iv) denial-of-service attacks that do not result in a server being taken offline; or (v) malware (e.g., a worms or a virus) that does not result in unauthorized access, use, disclosure, modification or destruction of Protected Health Information.

d. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum to Business Associate with respect to such information.

e. Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules and of which Business Associate has been notified by Covered Entity. In addition, and notwithstanding the provisions of Section 164.522 (a)(1)(ii), Business Associate agrees to comply with an individual's request to restrict disclosure of Protected Health Information to a health plan for purposes of carrying out payment or health care operations if the Protected Health Information pertains solely to a health care item or service for which Covered Entity has been paid by in full by the individual or the individual's representative.

f. At the request of the Covered Entity and in a reasonable time and manner, not to extend ten (10) business days, Business Associate agrees to make available Protected Health Information required for Covered Entity to respond to an individual's request for access to his or her Protected Health Information in accordance with Section 164.524 of the HIPAA Privacy and Security Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information available electronically to the applicable individual or to a person or entity specifically designated by such individual, upon such individual's request.

g. At the request of Covered Entity and in a reasonable time and manner, Business Associate agrees to make available Protected Health Information required for amendment by Covered Entity in accordance with the requirements of Section 164.526 of the HIPAA Privacy and Security Rules.

h. Business Associate agrees to document any disclosures of and make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy and Security Rules.

i. Business Associate agrees that it will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Secretary for the purpose of determining Covered Entity's compliance with the HIPAA Privacy and Security Rules, in a time and manner designated by the Secretary, subject to attorney-client and other applicable privileges.

j. Business Associate agrees that, while present at any Covered Entity facility and/or when accessing Covered Entity's computer network(s), it and all of its employees, agents, representatives and subcontractors will at all times comply with any network access and other security practices, procedures and/or policies established by Covered Entity including, without limitation, those established pursuant to the HIPAA Privacy and Security Rules.

k. Business Associate agrees that it will not directly or indirectly receive remuneration in exchange for any Protected Health Information of an individual without the written authorization of the individual or the individual's representative, except where the purpose of the exchange is:

1. for public health activities as described in Section 164.512(b) of the Privacy and Security Rules;

2. for research as described in Sections 164.501 and 164.512(i) of the Privacy and Security Rules, and the price charged reflects the costs of preparation and transmittal of the data for such purpose;

3. for treatment of the individual, subject to any further regulation promulgated by the Secretary to prevent inappropriate access, use, or disclosure of Protected Health Information;

4. for the sale, transfer, merger, or consolidation of all or part of Business Associate and due diligence related to that activity;

5. for an activity that Business Associate undertakes on behalf of and at the specific request of Covered Entity;

6. to provide an individual with a copy of the individual's Protected Health Information pursuant to Section 164.524 of the Privacy and Security Rules; or

7. other exchanges that the Secretary determines in regulations to be similarly necessary and appropriate as those described in this Section III.k.

l. Business Associate agrees that it will not directly or indirectly receive remuneration for any written communication that encourages an individual to purchase or use a product or service without first obtaining the written authorization of the individual or the individual's representative, unless:

1. such payment is for a communication regarding a drug or biologic currently prescribed for the individual and is reasonable in amount (as defined by the Secretary); or

2. the communication is made on behalf of Covered Entity and is consistent with the terms of this Addendum.

m. Business Associate agrees that if it uses or discloses patients' Protected Health Information for marketing purposes, it will obtain such patients' authorization before making any such use or disclosure.

n. Business Associate agrees to implement a reasonable system for discovery of breaches and method of risk analysis of breaches to meet the requirements of HIPAA, The HITECH Act, and the HIPAA Regulations, and shall be solely responsible for the methodology, policies, and procedures implemented by Business Associate.

o. State Privacy Laws. Business Associate shall understand and comply with state privacy laws to the extent that state privacy laws are not preempted by HIPAA or The HITECH Act.

IV. BUSINESS ASSOCIATE'S MITIGATION AND BREACH NOTIFICATION OBLIGATIONS

a. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

b. Following the discovery of a Breach of Unsecured Protected Health Information, Business Associate shall notify Covered Entity of such Breach without unreasonable delay and in no case later than forty-five (45) calendar days after discovery of the Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known to Business Associate or, through the exercise of reasonable diligence, would have been known to Business Associate.

c. Notwithstanding the provisions of Section IV.b., above, if a law enforcement official states to Business Associate that notification of a Breach would impede a criminal investigation or cause damage to national security, then:

1. if the statement is in writing and specifies the time for which a delay is required, Business Associate shall delay such notification for the time period specified by the official; or

2. if the statement is made orally, Business Associate shall document the statement, including the identity of the official making it, and delay such notification for no longer than thirty (30) days from the date of the oral statement unless the official submits a written statement during that time.

Following the period of time specified by the official, Business Associate shall promptly deliver a copy of the official's statement to Covered Entity.

d. The Breach notification provided shall include, to the extent possible:

1. the identification of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach;

2. a brief description of what happened, including the date of the Breach and the date of discovery of the Breach, if known;

3. a description of the types of Unsecured Protected Health Information that were involved in the Breach, if known (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

4. any steps individuals should take to protect themselves from potential harm resulting from the Breach; and

5. a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches.

e. Business Associate shall provide the information specified in Section IV.d., above, to Covered Entity at the time of the Breach notification if possible or promptly thereafter as information becomes available. Business Associate shall not delay notification to Covered Entity that a Breach has occurred in order to collect the information described in Section IV.d. and shall provide such information to Covered Entity even if the information becomes available after the forty-five (45)-day period provided for initial Breach notification.

V. OBLIGATIONS OF COVERED ENTITY

a. Upon request of Business Associate, Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520 of the HIPAA Privacy and Security Rules.

b. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which Covered Entity has agreed in accordance with Section 164.522 of the HIPAA Privacy and Security Rules, and Covered Entity shall inform Business Associate of the termination of any such restriction, and the effect that such termination shall have, if any, upon Business Associate's use and disclosure of such Protected Health Information.

VI. TERM AND TERMINATION

a. Term. The Term of this Addendum shall be effective as of the date first written above, and shall terminate upon the later of the following events: (i) in accordance with Section VII.c., when all of the Protected Health Information provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity or, if such return or destruction is infeasible, when protections are extended to such information; or (ii) upon the expiration or termination of the Agreement.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach of this Addendum by Business Associate and Business Associate's failure to cure such breach within thirty (30) days of receiving notice of same from Covered Entity, Covered Entity shall have the right to terminate this Addendum and the Agreement.

c. Effect of Termination.

1. Except as provided in paragraph 2. of this subsection, upon termination of this Addendum, the Agreement or upon request of Covered Entity, whichever occurs first, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Neither Business Associate nor its subcontractors or agents shall retain copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible and shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VII. MISCELLANEOUS

a. **No Rights in Third Parties.** Except as expressly stated herein, the Parties to this Addendum do not intend to create any rights in any third parties.

b. **Survival.** The obligations of Business Associate under Section VII(c) of this Addendum shall survive the expiration, termination, or cancellation of this Addendum, the Agreement, and/or the business relationship of the parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

c. **Amendment.** This Addendum may be amended or modified only in a writing signed by the Parties. The Parties agree that they will negotiate amendments to this Addendum to conform to any changes in the HIPAA Privacy and Security Rules as are necessary for Covered Entity to comply with the current requirements of the HIPAA Privacy and Security Rules. In addition, in the event that either Party believes in good faith that any provision of this Addendum fails to comply with the then-current requirements of the HIPAA Privacy and Security Rules or any other applicable legislation, then such Party shall notify the other Party of its belief in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Addendum, if necessary to bring it into compliance. If, after such thirty (30)-day period, the Addendum fails to comply with the HIPAA Privacy and Security Rules or any other applicable legislation, then either Party has the right to terminate this Addendum and the Agreement upon written notice to the other party.

d. **Independent Contractor.** None of the provisions of this Addendum are intended to create, nor will they be deemed to create, any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Addendum and any other agreements between the Parties evidencing their business relationship.

e. **Interpretation.** Any ambiguity in this Addendum shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

f. **Certain Provisions Not Effective in Certain Circumstances.** The provisions of this Addendum relating to the HIPAA Security Rule shall not apply to Business Associate if Business Associate does not receive any Electronic Protected Health Information from or on behalf of Covered Entity.

g. **Ownership of Information.** Covered Entity holds all right, title, and interest in and to the PHI and Business Associate does not hold and will not acquire by virtue of this Addendum or by virtue of providing goods or services to Covered Entity, any right, title, or interest in or to the PHI or any portion thereof.

h. **Entire Agreement.** This Addendum is incorporated into, modifies and amends the Agreement, inclusive of all other prior amendments or modifications to such Agreement. The terms and provisions of this Addendum shall control to the extent they are contrary, contradictory or inconsistent with the terms of the Agreement. Otherwise, the terms and provisions of the Agreement shall remain in full force and effect and apply to this Addendum.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the day and year written above.

Each person whose signature appears hereon represents, warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement on behalf of the party on whose behalf this Agreement is executed.

Business Associate:

Covered Entity:

EMS Management & Consultants, Inc.

City of Strongsville

By: _____

By: _____

Print: _____

Print: Thomas P. Perciak

Title: _____

Title: Mayor

Date: _____

Date: _____