



City of Strongsville

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

March 12, 2026

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Anthony Zacharyasz, Jr.
At-Large

Aimee Pientka, MMC
Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, March 16, 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 6:45 p.m. All committees listed will meet immediately following the previous committee:

6:45 P.M. **Public Service & Conservation Committee** will meet to discuss Resolution No. 2026-022.

Finance Committee will meet to discuss Ordinance No. 2026-023.

Committee of the Whole will meet to discuss Ordinance Nos. 2026-024, 2026-025, and Resolution No. 2026-026.

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 16, 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 – March 2, 2026*
6. APPOINTMENTS, CONFIRMATIONS AWARDS AND RECOGNITION:
7. PUBLIC HEARING:
 - Resolution No. 2026-026 by Mayor Perciak and All Members of Council. A RESOLUTION OF THE CITY OF STRONGSVILLE, OHIO APPROVING THE ISSUANCE OF BONDS BY THE PUBLIC FINANCE AUTHORITY OF THE STATE OF WISCONSIN ON BEHALF OF KINGSPATH SENIOR MINISTRIES INC., AND DECLARING AN EMERGENCY.
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:

- Resolution No. 2026-022 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF GENERAL PAVEMENT SERVICES FOR 2026 TO BE USED BY THE DEPARTMENT OF PUBLIC SERVICE OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-023 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2026 AND REPEALING ORDINANCE NO. 2025-130, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-024 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTIONS 220.01 AND 220.03(a) OF CHAPTER 220 OF TITLE FOUR OF PART TWO-ADMINISTRATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING COUNCIL MEETINGS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-025 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW LEASE AGREEMENT WITH THE BOARD OF TRUSTEES OF THE CUYAHOGA COUNTY PUBLIC LIBRARY, AND DECLARING AN EMERGENCY.
- Resolution No. 2026-026 by Mayor Perciak and All Members of Council. A RESOLUTION OF THE CITY OF STRONGSVILLE, OHIO APPROVING THE ISSUANCE OF BONDS BY THE PUBLIC FINANCE AUTHORITY OF THE STATE OF WISCONSIN ON BEHALF OF KINGSPATH SENIOR MINISTRIES INC., AND DECLARING AN EMERGENCY.

12. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: NEW – D-5I To: Shinto, LLC Pearl Road; 17070 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 03/28//2026).

13. MISCELLANEOUS BUSINESS:

14. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2026 – 022

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF GENERAL PAVEMENT SERVICES FOR 2026 TO BE USED BY THE DEPARTMENT OF PUBLIC SERVICE OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the purchase of general pavement services to be used during 2026 by the Department of Public Service of the City of Strongsville, in accordance with specifications on file in the office of the Director of Public Service, which are in all respects hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the General Capital Improvement Fund; Street Construction, Maintenance and Repair Fund; and the Motor Vehicle License Fund.

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

Section 4. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to improve and render safe various public roadways in the City, provide for the continuity of services and operation of the Department of Public Service, and to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Res.
Ord. No. 2026-022 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2026-023
BY: MAYOR THOMAS P. PERCIAK

AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2026 AND REPEALING ORDINANCE NUMBER 2025-130.

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

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

<u>General Fund - 101</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
101	Total General Fund	\$ 19,148,433.00	\$ 11,855,867.00	\$ 19,310,000.00	\$ 50,314,300.00

<u>Special Revenue Funds - 200</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,700,000.00	\$ -	\$ -	\$ 1,700,000.00
204	Street Construction & Maintenance	5,858,088.00	7,954,750.00	-	13,812,838.00
205	State Highway Maintenance	-	240,000.00	-	240,000.00
206	Motor Vehicle License Tax	-	400,000.00	-	400,000.00
207	Emergency Vehicle Fund	-	1,032,500.00	-	1,032,500.00
208	Fire Levy	9,835,437.00	1,414,150.00	-	11,249,587.00
209	Fire Pension	1,850,000.00	-	-	1,850,000.00
210	Southwest Emergency Dispatch Fund	652,955.00	10,000.00	-	662,955.00
211	Clerk of Court	-	31,000.00	-	31,000.00
212	Drainage Levy	1,525,700.00	-	-	1,525,700.00
213	Local Fiscal Recovery	-	-	-	-
214	Multi-Purpose Complex	4,085,595.00	2,422,550.00	-	6,508,145.00
215	Southwest General Hospital	-	375,000.00	-	375,000.00
216	Law Enforcement Federal Seizures	-	50,000.00	-	50,000.00
217	Law Enforcement State Seizures	-	5,000.00	-	5,000.00
218	Law Enforcement Drug Fine	-	2,000.00	-	2,000.00
219	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
220	Tree Fund	-	232,500.00	-	232,500.00
222	Community Diversion	-	-	-	-
223	Bond Escrow	-	525,000.00	-	525,000.00
224	Earned Benefits	955,900.00	-	-	955,900.00
225	One Ohio Settlement Fund	-	60,000.00	-	60,000.00
200	Total Special Revenue Funds	\$ 26,463,675.00	\$ 14,764,450.00	\$ -	\$ 41,228,125.00

<u>Debt Service Funds - 300</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ -	\$ 4,658,155.00	\$ -	\$ 4,658,155.00
333	Pearl Road TIF # 1	-	577,888.00	-	577,888.00
334	Royalton Road TIF	-	178,000.00	-	178,000.00
335	Pearl Road TIF # 2	-	68,000.00	-	68,000.00
336	Pearl Road TIF # 3	-	42,000.00	-	42,000.00
337	Westwood Commons TIF	-	70,000.00	-	70,000.00
338	Giant Eagle TIF	-	115,000.00	-	115,000.00
339	GETGO TIF	-	17,500.00	-	17,500.00
340	Clover Senior TIF	-	120,500.00	-	120,500.00
341	Pearl Road TIF # 4	-	260,000.00	-	260,000.00
342	Cane's/Chase TIF	-	21,500.00	-	21,500.00
343	Brighton Best TIF	-	3,400.00	-	3,400.00
344	Pearl North TIF	-	26,000.00	-	26,000.00
346	Camden Woods TIF	-	50,000.00	-	50,000.00
300	Total Debt Service Funds	\$ -	\$ 6,207,943.00	\$ -	\$ 6,207,943.00

Capital Improvement Capital Project Funds - 400

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ 1,825,000.00	\$ -	\$ 1,825,000.00
442	General Capital Improvement	-	12,145,000.00	-	12,145,000.00
447	TIF Capital Improvements	-	324,500.00	-	324,500.00
448	Town Center Improvement Fund	-	-	-	-
400	Total Capital Project Funds	\$ -	\$ 14,294,500.00	\$ -	\$ 14,294,500.00

Enterprise Funds - 500

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 1,961,800.00	\$ 30,661,700.00	\$ -	\$ 32,623,500.00

Internal Service Fund - 600

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
661	Health Insurance Reserve	\$ -	\$ 8,005,000.00	\$ -	\$ 8,005,000.00
664	Worker's Compensation Reserve	-	360,000.00	-	360,000.00
600	Total Internal Service Funds	\$ -	\$ 8,365,000.00	\$ -	\$ 8,365,000.00

Grand Total All Funds	\$ 47,573,908.00	\$ 86,149,460.00	\$ 19,310,000.00	\$ 153,033,368.00
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Itemized list of Transfers and Advances by Fund

Description	Amount
General Fund to Police Pension Fund	1,025,000.00
General Fund to Street Construction Fund	5,000,000.00
General Fund to Fire Levy Fund	6,300,000.00
General Fund to Fire Pension Fund	1,200,000.00
General Fund to Southwest Dispatch Fund	235,000.00
General Fund to Multi-Complex Fund	4,000,000.00
General Fund to Tree Fund	150,000.00
General Fund to Earned Benefits Fund	400,000.00
General Fund to General Capital Improvement Fund	1,000,000.00
Total Transfers	\$ 19,310,000.00
Total Transfers, Advances and Advance Repayments	\$ 19,310,000.00

Section 2: That all expenditures within the fiscal year ending December 31, 2025 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided.

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

Section 4: AS AN ORDINANCE providing for the appropriation of monies and consistent with the City's Charter Article III, Section 13, this Ordinance shall take effect immediately upon its passage and approval by the Mayor, or otherwise at the earliest time allowed by law.

President of Council

Approved: _____

Mayor

Date Passed

Date Approved

Attest: _____
Clerk of Council

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

ORD. No. 2026-023 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

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

Dept #	Department	Personal Services	Other	Transfers & Advances	Total
011410	Council	\$ 420,168.00	\$ 65,600.00	\$ -	\$ 485,768.00
011411	Mayors Office	341,186.00	16,800.00	-	357,986.00
015412	Police Department	12,309,750.00	2,402,500.00	-	14,712,250.00
011413	Human Resources	347,039.00	60,200.00	-	407,239.00
011414	Finance Department	521,355.00	17,500.00	-	538,855.00
011415	Legal Department	563,970.00	70,350.00	-	634,320.00
011416	Communication & Technology	989,240.00	851,950.00	-	1,841,190.00
011417	Building Department	1,033,050.00	213,100.00	-	1,246,150.00
011418	Mayors Court	173,495.00	185,300.00	-	358,795.00
011420	Rubbish Department	-	3,365,500.00	-	3,365,500.00
011421	Cemetery Department	158,025.00	454,717.00	-	612,742.00
011422	Architectural Board of Review	-	4,000.00	-	4,000.00
011423	Planning Commission	135,750.00	67,800.00	-	203,550.00
011424	Civil Service	-	37,200.00	-	37,200.00
011425	Board of Appeals	-	22,850.00	-	22,850.00
011428	Parks Department	148,645.00	318,000.00	-	466,645.00
011429	Public Safety	323,580.00	-	-	323,580.00
011430	General Miscellaneous	-	2,212,150.00	-	2,212,150.00
015434	Traffic Grant	43,225.00	-	-	43,225.00
011435	Economic Development	229,575.00	91,650.00	-	321,225.00
015415	OP/OD Grant	50,830.00	25,000.00	-	75,830.00
015414	Corrections Officers	1,359,550.00	153,700.00	-	1,513,250.00
015413	Regional Dispatch Center	-	1,220,000.00	-	1,220,000.00
011468	Non Government Transfers	-	-	19,310,000.00	19,310,000.00
	Total General Fund	\$ 19,148,433.00	\$ 11,855,867.00	\$ 19,310,000.00	\$ 50,314,300.00
031000	Police Pension	1,700,000.00	-	-	1,700,000.00
046419	Street Repairs	4,692,000.00	4,771,500.00	-	9,463,500.00
046426	Traffic Signal Maintenance	285,088.00	362,250.00	-	647,338.00
046427	Snow Removal	-	1,115,000.00	-	1,115,000.00
046433	Municipal Garage	881,000.00	1,706,000.00	-	2,587,000.00
056000	State Highway Maintenance	-	240,000.00	-	240,000.00
066000	Motor Vehicle License Tax	-	400,000.00	-	400,000.00
075000	Emergency Vehicle Fund	-	1,032,500.00	-	1,032,500.00
085000	Fire Levy	9,835,437.00	917,450.00	-	10,752,887.00
085001	Fire Station Ward 1	-	96,200.00	-	96,200.00
085002	Fire Station Ward 2	-	78,500.00	-	78,500.00
085003	Fire Station Ward 3	-	110,000.00	-	110,000.00
085004	Fire Station Ward 4	-	169,500.00	-	169,500.00
085005	Fire Station Ward 5	-	42,500.00	-	42,500.00
095000	Fire Pension	1,850,000.00	-	-	1,850,000.00
103301	Southwest Dispatch	652,955.00	10,000.00	-	662,955.00
111000	Clerk of Court	-	31,000.00	-	31,000.00
121000	Drainage Levy	1,525,700.00	-	-	1,525,700.00
131000	Local Fiscal Recovery	-	-	-	-
143304	Sports Programs	347,400.00	333,700.00	-	681,100.00
143305	Recreation Administration	634,495.00	734,000.00	-	1,368,495.00
143306	Fitness	419,495.00	160,700.00	-	580,195.00
143309	Town center Park	397,655.00	134,500.00	-	532,155.00
143310	Aquatics	813,000.00	117,400.00	-	930,400.00
143311	Recreation Programs	143,900.00	103,500.00	-	247,400.00
143430	Special Events	-	40,000.00	-	40,000.00
143431	Old Town Hall	8,900.00	17,600.00	-	26,500.00
143439	Senior Services	598,350.00	501,850.00	-	1,100,200.00
143451	Recreation Maintenance	722,400.00	250,300.00	-	972,700.00
143500	Program Refunds	-	29,000.00	-	29,000.00

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

Dept #	Department	Personal Services	Other	Transfers & Advances	Total
152000	Southwest General Hospital	-	375,000.00	-	375,000.00
165000	Law Enforcement Federal Seizures	-	50,000.00	-	50,000.00
175000	Law Enforcement State Seizures	-	5,000.00	-	5,000.00
185000	Law Enforcement Drug Fine	-	2,000.00	-	2,000.00
195000	Law Enforcement DWI/DUI	-	10,000.00	-	10,000.00
204000	Tree Maintenance	-	232,500.00	-	232,500.00
223100	Bond Escrow	-	525,000.00	-	525,000.00
224000	Earned Benefits	955,900.00	-	-	955,900.00
250000	One Ohio Settlement Fund	-	60,000.00	-	60,000.00
Total Special Revenue Funds		\$ 26,463,675.00	\$ 14,764,450.00	\$ -	\$ 41,228,125.00
311000	General Bond Retirement	-	4,658,155.00	-	4,658,155.00
333000	Pearl Road TIF # 1	-	577,888.00	-	577,888.00
334000	Royalton Road TIF	-	178,000.00	-	178,000.00
335000	Pearl Road TIF # 2	-	68,000.00	-	68,000.00
336000	Pearl Road TIF # 3	-	42,000.00	-	42,000.00
337000	Westwood Commons TIF	-	70,000.00	-	70,000.00
338000	Giant Eagle TIF	-	115,000.00	-	115,000.00
339000	GETGO TIF	-	17,500.00	-	17,500.00
340000	Clover Senior TIF	-	120,500.00	-	120,500.00
341000	Pearl Road TIF # 4	-	260,000.00	-	260,000.00
342000	Cane's/Chase TIF	-	21,500.00	-	21,500.00
343000	Brighton Best TIF	-	3,400.00	-	3,400.00
344000	Pearl North TIF	-	26,000.00	-	26,000.00
346000	Camden Woods TIF	-	50,000.00	-	50,000.00
Total Debt Service		\$ -	\$ 6,207,943.00	\$ -	\$ 6,207,943.00
413000	Recreation Capital Improvement	-	1,825,000.00	-	1,825,000.00
421000	General Capital Improvement	-	12,145,000.00	-	12,145,000.00
447100	Pearl & Whitney TIF	-	52,000.00	-	52,000.00
447102	Prospect & Albion TIF	-	21,000.00	-	21,000.00
447103	Goodyear & 5/3 TIF	-	5,100.00	-	5,100.00
447104	42/82 TIF	-	112,400.00	-	112,400.00
447105	Dunkin Donuts TIF	-	10,550.00	-	10,550.00
447106	Pearl & Lunn TIF	-	21,350.00	-	21,350.00
447107	Brighton Best TIF	-	-	-	-
447108	Brew Kettle TIF	-	33,000.00	-	33,000.00
447109	Progressive Quality TIF	-	31,150.00	-	31,150.00
447110	Infinium TIF	-	2,150.00	-	2,150.00
447111	Sprague Road TIF	-	17,900.00	-	17,900.00
447112	Freddy's TIF	-	6,400.00	-	6,400.00
447113	Arby's TIF	-	5,500.00	-	5,500.00
447114	Strickland TIF	-	3,000.00	-	3,000.00
447115	Villia TIF	-	3,000.00	-	3,000.00
Total Capital Projects		\$ -	\$ 14,294,500.00	\$ -	\$ 14,294,500.00
512501	Engineering and Administration	749,800.00	1,044,400.00	-	1,794,200.00
512502	Plant Expenditures	-	27,970,000.00	-	27,970,000.00
512503	Line Expenditures	1,212,000.00	528,500.00	-	1,740,500.00
512504	Sewer Capital Improvements	-	900,000.00	-	900,000.00
512505	Sewer Debt Payments	-	218,800.00	-	218,800.00
Total Sanitary Sewer		\$ 1,961,800.00	\$ 30,661,700.00	\$ -	\$ 32,623,500.00
661000	Health Insurance Reserve	-	8,005,000.00	-	8,005,000.00
664000	Workers Compensation Reserve	-	360,000.00	-	360,000.00
Total Internal Service		\$ -	\$ 8,365,000.00	\$ -	\$ 8,365,000.00
GRAND TOTAL		\$ 47,573,908.00	\$ 86,149,460.00	\$ 19,310,000.00	\$ 153,033,368.00

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 024

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTIONS 220.01 AND 220.03(a) OF CHAPTER 220 OF TITLE FOUR OF PART TWO-ADMINISTRATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING COUNCIL MEETINGS, AND DECLARING AN EMERGENCY.

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

Section 1. That Sections 220.01 and 220.03(a) of Chapter 220 of Title Four of Part Two-Administration Code, of the Codified Ordinances of the City of Strongsville, be and are hereby amended to read in their entirety as follows:

220.01 ORGANIZATION.

At ~~7:00~~**7:30** p.m. on the first Monday in January (unless such date is a holiday, then the following work day of each year), Council shall convene and organize. This meeting shall be considered a regular meeting of Council and when Council shall have organized and shall have disposed of all business pertaining thereto, it may consider such regular business as may come before it.

- (a) The President of Council shall call Council to order if a quorum shall then be present.
- (b) Pledge of allegiance to the flag.
- (c) Roll call of Council.
- (d) The members of Council shall elect a President who shall then be sworn in. Nominations shall be made from the floor, and after nominations have been closed, a vote shall be taken. A majority vote of all members of Council shall be required to elect a president. The newly elected President shall then take the chair.
- (e) Council shall then elect a President of Council Pro Tem.
- (f) All elections of Council shall be conducted in the same manner as outlined in Section 220.01(d) hereof.
- (g) Council shall have the authority to elect other officers as it deems necessary.
- (h) Once Council has organized according to these Rules it shall proceed with the normal order of business.
- (i) All meetings of Council shall be held at the Council Chambers, unless otherwise designated by Council, and all meetings of Council shall be open to the public in accordance with the provisions of the Charter and the ordinances enacted by this Council.

~~(Ord. 2023-181. Passed 12-18-23.)~~

* * *

220.03 MEETINGS.

- (a) Regular meetings of Council shall be held on the first and third Monday of every month at ~~7:00~~**7:30** p.m. unless such Monday falls on a legal holiday or unless otherwise designated. If any Monday is declared a legal

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2026 – 024
Page 2

holiday, the meeting shall be on the first work day following except during periods when Council has voted to be in recess.

* * *

~~(Ord. 2023-181. Passed 12-18-23.)~~

Section 2. That all ordinances or parts of ordinances, in conflict with any of the provisions of this Ordinance shall, to the extent of any conflict, be and hereby are repealed.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of 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 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 necessary for the efficient operation of City Council. 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. 2026-024 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 025

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
A NEW LEASE AGREEMENT WITH THE BOARD OF
TRUSTEES OF THE CUYAHOGA COUNTY PUBLIC LIBRARY,
AND DECLARING AN EMERGENCY.**

WHEREAS, by and through Ordinance No. 2003-173, the Council authorized the Mayor to enter into a Lease Agreement with the Board of Trustees of the Cuyahoga County Public Library; and

WHEREAS, pursuant to such existing Lease Agreement between the City and the Trustees dated September 14, 2003 (the "Original Lease"), the Trustees have operated, as a free public library, a branch of the Cuyahoga County Public Library (the "Strongsville Branch") in a facility located at 18700 Westwood Drive, Strongsville, Ohio 44136 (the "Facility"); and

WHEREAS, the Trustees have elected to perform certain renovations, upgrades and improvements to the Facility and to purchase and install certain furniture, fixtures, and equipment within the Facility (collectively, the "Renovations"), with such Renovations anticipated to be performed shortly after the execution of a new Lease Agreement; and

WHEREAS, as a condition precedent to the Trustees performing such Renovations, the Trustees have requested, and the City has agreed, to enter into a new Lease Agreement, and to terminate the existing Original Lease.

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

Section 1. That the Mayor be and is hereby authorized to enter into a new Lease Agreement with the Board of Trustees of the Cuyahoga County Public Library for the continued lease of the Strongsville Branch facility located at 18700 Westwood Drive, Strongsville, Ohio, for a term of ten (10) years from the effective date of the new Lease Agreement, and shall automatically renew thereafter for up to four (4) additional five (5) year terms unless notice of termination by either party is given pursuant to the terms and conditions stated in the new Lease Agreement. Said new Lease Agreement shall be substantially in the form attached hereto as Exhibit "1" subject to approval of the Law Director; and is, in all respects, hereby approved.

Section 2. That the existing Original Lease Agreement dated September 14, 2003 between the City of Strongsville and the Board of Trustees of the Cuyahoga County Public Library is hereby terminated upon execution of the new Lease Agreement.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council, and of 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 – 025

Page 2

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 a new Lease Agreement in order to assist the Board of Trustees of the Cuyahoga County Public Library in carrying out its duties, and to provide for library services for the City's residents and the general public. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

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. 2026-025 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

LEASE AGREEMENT BETWEEN
the
CITY OF STRONGSVILLE
and the
BOARD OF TRUSTEES OF THE
CUYAHOGA COUNTY PUBLIC LIBRARY

This LEASE AGREEMENT (“Lease Agreement”) is made as of _____, 2026 (the “Effective Date”), between the City of Strongsville (the “City”), a municipal corporation duly organized and validly existing under the Constitution and laws of the State of Ohio and its City Charter, as lessor, and the Board of Trustees of the Cuyahoga County Public Library (the “Trustees”), a county library organized and existing under Chapter 3375 of the Revised Code, as lessee, pursuant to Ordinance No. _____, duly passed by the City Council on _____, 2026, and a resolution duly adopted by the Trustees on _____, 2026, copies of which are attached hereto as **Exhibit B** and **Exhibit C**, respectively. As required by the context herein, and as permitted by law, reference to the “City” and to the “Trustees” shall also include their respective officials, agents and employees.

WITNESSETH

WHEREAS, pursuant to an existing Lease between the City and the Trustees dated September 14, 2003 (collectively, the “Original Lease”), the Trustees have operated, as a free public library, a branch of the Cuyahoga County Public Library (the “Strongsville Branch”) in a facility located at 18700 Westwood Dr., Strongsville, Ohio 44136 (the “Facility”); and

WHEREAS, the Trustees have elected to perform certain renovations, upgrades and improvements to the Facility and to purchase and install certain furniture, fixtures, and equipment within the Facility (collectively, the “Renovations”), with such Renovations anticipated to be performed shortly after the date of this Lease; and

WHEREAS, as a condition precedent to the Trustees performing such Renovations, the Trustees have requested, and the City has agreed, to enter into this Lease Agreement, and to terminate the Original Lease.

NOW, THEREFORE, in consideration of these presents and the mutual promises and undertakings herein contained, and for other good, sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Lease Agreement do hereby covenant and agree as follows:

SECTION 1. THE LEASED PROPERTY.

The City, for and in consideration of the covenants and agreements hereinafter set forth on the part of the Trustees to be kept and performed, does hereby demise and lease unto the Trustees, and the Trustees do hereby take and lease from the City, upon and subject to the conditions hereinafter expressed, any and all right, title and interest of the City in and to (i) the Site, being the real property described in **Exhibit A** attached hereto, which is made a part of this Lease Agreement, including all driveways, parking areas, sidewalks and landscaped areas

comprising the Site, (ii) the Facility, and (iii) any and all additions, replacements, alterations and other improvements to the Facility and/or the Site from time to time (collectively, the "Leased Property").

Notwithstanding anything to the contrary in this Section 1 or elsewhere in this Lease Agreement, the parties acknowledge that the Leased Property is part of the City's overall municipal complex and the City herein reserves the non-exclusive right to maintain and utilize, in conjunction with the Trustees, the roadway and parking areas located on the Leased Property as part of the City's municipal complex. Likewise, the City herein grants to the Trustees the non-exclusive right to utilize, in conjunction with the City, the abutting City-owned roadway accessing the Leased Property and the City-owned parking areas abutting the Leased Property. The City does agree to designate an agreed upon parking area of approximately 135 spaces to be principally utilized for library parking and to be maintained by the Library.

SECTION 2. COMMENCEMENT AND TERM.

The City and the Trustees hereby agree that notwithstanding the date of execution and delivery of this Lease Agreement, the date of commencement of the term hereof, on and after which date all rights and obligations of the City and the Trustees with respect to the Leased Property shall be determined in accordance with the terms of this Lease Agreement, shall be the Effective Date. The term of this Lease Agreement shall be ten (10) years from the Effective Date; provided that this Lease Agreement shall automatically renew thereafter for up to four (4) additional five (5)-year terms unless one party gives to the other party notice of termination not later than twenty-four (24) months prior to then-scheduled expiration date. After the expiration of the original ten (10)-year term, and during any renewal term, this Lease Agreement may be terminated without cause or penalty by either party upon written notice to the other party specifying the termination date, which date shall be not less than one (1) year and not more than two (2) years later than the date of such notice. The provisions of this Section shall not affect any rights to terminate provided in Section 19.

SECTION 3. RENT.

For such period as the Trustees have possession of the Leased Property and during the continuance of this Lease Agreement, the rental fee to be paid by the Trustees to the City shall be the operation of a free public library under Rules and Regulations promulgated generally by the Trustees for libraries within its jurisdiction (the "Rules and Regulations"). The entire cost of such library operation, including staff payroll, purchase of library materials, payment of utilities and taxes, and other costs shall be borne by the Trustees, and the City shall not have any obligation, at law or in equity, to underwrite, absorb or in any other way pay for the operation of the Leased Property as a free public library. It is the purpose and intent of the City and the Trustees that, as between the City and the Trustees, all costs, expenses, liabilities and obligations that may arise or become due during the term hereof with respect to the interests in the Leased Property that are leased and assigned by the City to the Trustees hereunder, whether ordinary or extraordinary, foreseen or unforeseen, including any and all federal, state and local income or other taxes on or measured by the rentals paid to the City, shall be paid by the Trustees, except any costs specifically imposed upon the City hereunder.

The Trustees, as tenants in possession, shall be responsible for any charge, claim, or demand arising out of the operation of the Leased Property by the Trustees.

SECTION 4. USE.

During the term of this Lease Agreement, the Trustees shall have the exclusive right to use the Leased Property as a free public library, except as specifically set out to the contrary in other sections of this Lease Agreement. The Leased Property shall be open to free use by residents of the City of Strongsville and Cuyahoga County, subject to the Rules and Regulations of the Trustees, including penalty charges for late return of circulating books and other library materials, and the Leased Property shall be occupied by the Trustees solely for the operation of a free public library in accordance with the Rules and Regulations of the Trustees, the terms of this Lease Agreement, and in compliance with all laws.

The Trustees shall stock the Facility with appropriate volumes of books and other library materials consistent with the stock of library facilities of comparable size within Cuyahoga County.

The Trustees shall staff and operate the Leased Property on a basis comparable with its branch library operations elsewhere in Cuyahoga County, due consideration being given to the financial circumstances of the Trustees, the population of the area served by the Leased Property, and the requirements of the patrons of the Leased Property.

The Trustees shall keep the Facility open to the public during those time periods provided in the Trustee's Rules and Regulations, which time periods shall be reasonable given the number and type of users of the Facility and the financial restraints of the Trustees.

SECTION 5. FURNITURE, FURNISHINGS AND EQUIPMENT.

The parties acknowledge and agree that no furniture, furnishings, shelving and equipment located at the Leased Property is owned by the City. All new and/or existing library materials, personal property, equipment, furniture, furnishings and shelving located at the Leased Premises or that are acquired by the Trustees in the future are and shall remain the property of the Trustees.

SECTION 6. MODIFICATIONS TO LEASED PROPERTY.

The Trustees shall, in all respects and at their sole expense, maintain the Leased Property in good condition, repair and state of cleanliness, and shall make all repairs and replacements as necessary. Other than the Renovations, which are hereby approved by the City, no structural changes to or of the Leased Property shall be made by the Trustees, and no material portion of the Leased Property shall be removed by the Trustees, except with the prior written consent of the City, which consent shall not be unreasonably withheld. The Trustees shall keep the Leased Property free of any liens, claims or other encumbrances by materialmen, suppliers or other laborers arising out of the use or improvement of the Leased Property by the Trustees.

The City reserves the right to make additions, replacements or other extensions to or for the Leased Property with the consent of the Trustees, which consent shall not be

unreasonably withheld. Any additions, changes, alterations, modifications, replacements or other extensions to or of the Leased Property made during the continuance of this Lease Agreement shall be, and shall remain, the sole and absolute property of the City, and shall be evidenced by a written amendment to this Lease as shall be reasonably agreed to by the parties.

SECTION 7. MEETING ROOMS.

Any meeting room or activity room on the Leased Property shall be made available for use by organizations and the general public under the Rules and Regulations that relate to meeting rooms. The City shall have the right to utilize the meeting rooms or activity rooms on the Leased Property during normal operating hours without charge with the consent of the Trustees, provided that the room has not been previously reserved by another user.

SECTION 8. INFORMATION AND RECORDS.

The Trustees shall at all reasonable times give to the authorized representatives of the City such information relating to the operation and use of the Leased Property as they may reasonably request, and shall permit them to inspect the records of the Trustees relating to those operations except those records which may not be disclosed as a matter of law.

SECTION 9. NAME OF FACILITY.

The library shall in all matters bear the name Strongsville Branch of the Cuyahoga County Public Library, unless changed by mutual agreement of the parties.

SECTION 10. ANNUAL REPORT.

Annually, the Trustees shall give to the City a copy of its standard written annual report of the operations of the library during the preceding calendar year. Upon request of the City, the library shall give to the City:

1. A listing or inventory of all personal property at the library owned by the City at the close of the year.
2. A summary of the stock of the building listing separately the approximate number of books, periodicals, computers, electronic media, and other library materials at the close of the year.
3. The number of both full and part-time staff.
4. The current hours of operation.
5. Such other information as the City may reasonably request and is available to the library.

SECTION 11. CITY-TRUSTEE MEETINGS.

At all reasonable times, and in accordance with the open meeting laws, the representatives of the City and the Library Administrator or another representative designated by the Trustees shall meet at the request of either, to discuss the operations of the library and operations under this Lease Agreement; provided, that the Trustees shall have full and final control of all library operations subject to the provisions of this Lease Agreement and the requirements of the law.

SECTION 12. INSPECTION.

The City, by the Mayor, the Building Commissioner, or any other employee designated in writing by the Mayor, shall have the right to enter the Leased Property during usual business hours for the purpose of inspecting it and the operations therein and thereon, and for the purpose, without releasing the Trustees from any of their obligations under this Lease Agreement or waiving any default, of making repairs which may be necessary by reason of the failure of the Trustees to perform any such act required of them hereunder; provided that (i) the City shall not proceed to make the repairs (A) sooner than the thirtieth day after written notice of the proposed making of the repairs is given by the City to the Trustees unless the repairs are required to be made on an emergency basis in order to preserve or protect persons or property, or (B) so long as the Trustees have commenced and are diligently pursuing the making of the required repairs, and (ii) to the extent practicable, any such work shall be scheduled outside of normal business hours so as to minimize interference with normal library operations. The City shall be reimbursed for the cost of any such repairs in accordance with the provisions of Sections 13 and 20 of this Lease Agreement.

SECTION 13. MAINTENANCE AND LIABILITY.

During the continuance of this Lease Agreement, the Trustees shall maintain the Leased Property in good condition, repair and state of cleanliness, and as between the City and the Trustees, the Trustees shall pay the fees and charges for all utilities provided to the Leased Property, both interior and exterior, including without limitation, all charges for service and for setting and repairing meters, and the Trustees shall arrange for those utilities in the name of the Trustees, including without limitation, telephone, cable, electric, water, sewer and rubbish, garbage and trash removal services. The Trustees shall be solely responsible, and shall pay all costs required, for the maintenance and repair of the grounds of the Leased Property, including without limitation, lawns, plant beds, walks, driveways and parking areas principally designated to be utilized for library parking.

The Trustees shall comply with all laws, orders, regulations, rules and requirements of every kind and nature relating to the maintenance, use and occupation of the Leased Property of any governmental authority having jurisdiction with respect thereto. The Trustees shall pay all cost and expense incidental to such compliance.

As between the City and the Trustees, the Trustees shall be solely responsible, and shall pay all costs required, for the making of all repairs and replacements to the Leased Property as the same become necessary during the term of this Lease Agreement, including without

limitation, repairs to or replacement of the roof of the Facility. The City and the Trustees acknowledge that neither has assumed responsibility for additions to or enlargement of the Leased Property, and that the responsibility for any future addition or enlargement and the cost thereof is subject to the mutual agreement of the City and the Trustees and to be evidenced by an agreement supplemental to this Lease Agreement.

The Trustees covenant and agree that the City shall not be responsible for and is hereby expressly released and discharged from any and all liabilities for any injury or injuries, loss or damage, to any person or property in or about the Leased Property, whether the injury, loss or damage be to the invitees, servants, agents, volunteers, members, trustees, officers or employees of the Trustees or to its property or to the property or person of anyone else; provided, however, that the City shall not be released from liability for damages directly caused by its own negligent or intentional act or omission. Without limiting in any way the generality of the foregoing, the Trustees covenant and agree that the City shall not be responsible for and is hereby expressly released and discharged from any and all liabilities for any and all such injury, loss, or damage occasioned by or arising out of the use and occupancy of the Leased Property by the Trustees; or arising from any act or neglect of the Trustees, its invitees, servants, agents, volunteers, members, officers, employees, or trustees, or any owners or occupants of adjoining or contiguous property; or occasioned by reason of the design, construction, or condition of the Leased Property or any part thereof or for failure to keep the Leased Property or any part thereof in good condition and repair; or caused in any other manner whatsoever; provided, however, that the City shall not be released from liability for damages caused by its own negligent or intentional act or omission.

Nothing in this Agreement shall be construed to waive or limit any defense the City or the Trustees may have by statute or at common law, including, without in any way limiting the generality of the foregoing, the defense of immunity, in actions by third parties.

SECTION 14. USE OF HAZARDOUS MATERIALS PROHIBITED.

The Trustees shall not bring or allow to be brought onto the Leased Property any hazardous or toxic material in violation of any environmental laws. The Trustees shall comply with all environmental laws.

SECTION 15. INSURANCE AND CONDEMNATION.

The Trustees shall procure and maintain, at their sole cost and expense, throughout the term of this Lease Agreement or any renewal or continuation thereof, commercial general liability insurance, with policy endorsements or provisions fully recognizing and protecting the City, its officers and employees, against any and all claims, including all costs and expenses of defending the City, its officers and employees, for personal injury or death or for property damage or loss occurring in, upon or about the Leased Property, with limits of not less than \$1,000,000 for personal injury to or death of any one person and \$3,000,000 for personal injuries or deaths in connection with any one occurrence and \$1,000,000 for property damage or loss from any one occurrence. Such policy or policies shall provide that the insurer shall give the City at least thirty (30) days' written notice prior to cancellation or change of coverage. The City shall be named as an additional insured on such policies. Upon the request in writing by the City, the Trustees shall deposit a copy of the policy, or policies of such insurance, or certificates thereof with the City.

The Trustees shall procure and maintain, at their sole cost and expense, throughout the term of this Lease Agreement and any renewal or continuation thereof, fire and extended coverage insurance on the Facility and its contents in amount sufficient to provide for the full replacement cost of the Facility and its contents. Such policy or policies shall be with a solvent insurance company or companies authorized to issue such policies in the State of Ohio. Said policy or policies shall provide protection against Risks of Direct Physical Loss or Damage. Such policies shall provide that the insurer shall give the City at least thirty (30) days' written notice prior to cancellation or change of coverage. Upon request in writing by the City, the Trustees shall deposit a copy of the policy, or policies of such insurance, or certificates thereof, with the City. Any insurance moneys received by the Trustees under said policies shall be promptly applied to the repair, reconstruction or replacement of the Facility and its contents, and the Trustees shall add to such insurance moneys such amount as may be necessary to complete such repair, reconstruction or replacement.

The proceeds of any condemnation award, or payment in lieu of condemnation, for any part of or interest in the Leased Property shall be applied to pay the cost of restoring the Facility.

SECTION 16. COMPLIANCE WITH LAWS.

The Trustees, during the term of this Lease Agreement and any renewal or continuation thereof, shall comply with all applicable governmental ordinances, regulations and requirements relating to maintenance, operation, use and occupancy of the Leased Property and orders issued pursuant thereto; and will pay the cost and expense incidental to such compliance.

SECTION 17. ASSESSMENTS.

The City agrees to cooperate with the Trustees in applying for any property tax exemptions that may be available for the Leased Property and executing, in its capacity as owner of the Leased Property, such applications and documents as may reasonably be required, for that purpose.

During the term of this Lease Agreement and any renewal or continuation thereof, the Trustees, as between the City and the Trustees, shall pay all regular and special assessments and charges levied against the interests in the Leased Property that are leased by the City to the Trustees hereunder, to the extent that any portion or installment thereof shall become due and payable subsequent to the delivery of that interest in the Leased Property to the Trustees and thereafter during the term of this Lease and any renewal or continuation thereof; provided that in the event of a contest, the Trustees may permit any lien or account, or the amount thereof, so contested to remain unpaid during the period of the contest and any appeal therefrom, if the Trustees deliver to the City an opinion of legal counsel reasonably satisfactory to the City, to the effect that nonpayment of any such item will not affect materially the interests of the City or the Trustees in the Leased Property and will not subject the Leased Property, or any part thereof, to imminent loss or forfeiture. During the period when any lien or account so contested remains unpaid, the Trustees shall set aside on its books adequate reserves with respect thereto. The City shall assume and pay, as between the City and the Trustees, any and all general or special assessments levied against the interest in the Leased Property that is leased by the City to the

Trustees hereunder and that are levied with respect to the Leased Property for any tax year prior to and including the tax year in which the term of this Lease Agreement commences. If and to the extent that those proceeds are either not so available or not permitted by law to be applied thereto, the Trustees shall pay any such general or special assessments.

SECTION 18. ASSIGNMENT AND SUBLEASING.

The Trustees shall not assign this Lease Agreement or any right, title, interest, estate or obligation of the Trustees hereunder, or sublease or assign all or any part of the Leased Property or any interest therein, without the express prior written consent of the City, which consent may be withheld for any reason within the sole discretion of the City; provided, however, that in the event that the Trustees shall consolidate with or transfer all of their assets to another public library board governed by the provisions of the Ohio Revised Code, as amended, then the rights and obligations of the Trustees hereunder shall automatically inure to and become the rights and obligations of the successor public library board without the need for any action by or consent of the City as long as the Leased Property remains open as a free public library.

The City shall not assign this Lease Agreement or any right, title, interest, estate or obligation of the City hereunder, without the express prior written consent of the Trustees, which consent may be withheld for any reason within the sole discretion of the Trustees.

SECTION 19. DEFAULT.

If the Trustees at any time during the term of this Lease Agreement or any renewal or continuation thereof, shall fail to observe or perform any of the Trustees' covenants, agreements or obligations hereunder, and if any such failure shall not be cured within thirty (30) days after the City shall have given written notice to the Trustees specifying such failure; or in the case of a default which cannot with due diligence be cured within a period of thirty (30) days, if the Trustees fail to proceed promptly after the service of such notice and with all due diligence to cure the same and thereafter to prosecute the curing of such default with all due diligence (it being intended that in connection with a default not susceptible of being cured with due diligence within thirty (30) days, that the time of the Trustees within which to cure the same shall be extended for such period as may be reasonably necessary to complete the same with due diligence); or if the Trustees abandon or vacate the Leased Property for ninety (90) days or more without authorization or permitted cause; then in any such event, the City shall have the right to terminate this Lease Agreement and all of the Trustees' rights hereunder, on a date specified in a written notice, which date shall not be fewer than thirty (30) days after the date of the giving of such notice; and on the date specified in such notice, this Lease Agreement and all rights granted to the Trustees hereunder shall come to an end; and the Trustees hereby covenant to peacefully and quietly yield up and surrender the Leased Property to the City, including all structures, buildings and improvements located thereon.

SECTION 20. RIGHT OF CITY TO PAY OR PERFORM.

If the Trustees fail at any time to make any payment or perform any act on their part to be made or performed hereunder (including without limitation, the procurement and maintenance of insurance as provided in Section 15 hereof), then the City may, but shall not be

obligated to, do so without releasing the Trustees from any of their obligations under this Lease Agreement or waiving any default; provided that, the City shall not proceed to make such payment or to perform such act (A) sooner than the thirtieth day after written notice of the proposed payment or performance of the act is given by the City to the Trustees unless the payment or performance is required to be made promptly in order to preserve or protect persons or property, or (B) so long as the Trustees commence any performance required hereunder not later than the thirtieth day after written notice of their default is given to them by the City, and the Trustees are proceeding diligently to cure the default.

All amounts so paid by the City and all costs and expenses in connection with such performance by the City shall be reimbursed to the City by the Trustees on demand, and the City shall have, in addition to any other right or remedy of the City, the same rights and remedies as in the case of failure of the Trustees to observe any of their other covenants as provided in this Section.

SECTION 21. QUIET ENJOYMENT.

The City covenants with the Trustees that, so long as the Trustees shall have performed and observed the covenants and agreements on their part to be performed and observed hereunder, the Trustees shall and may peaceably and quietly have, hold and enjoy the Leased Property during the term of this Lease Agreement without hindrance from the City or any person claiming through the City and shall defend the Trustees' right to such peaceable and quiet enjoyment.

SECTION 22. SURRENDER OF LEASED PROPERTY.

At the expiration of the term of this Lease Agreement or of any renewal or continuation thereof, the Trustees will surrender and deliver up to the City the Leased Property, including all structures, buildings and other improvements thereon, in good repair and condition, subject only to ordinary wear and tear.

SECTION 23. TAX EXCLUSIONS.

The Trustees represent that they have taken or caused to be taken, and covenant that they will take or cause to be taken, any and all actions required of them, alone or in conjunction with the City, for the interest on any obligations issued by the City to pay for construction, furnishing or equipping of the Leased Property to be utilized at the Strongsville Branch to be, and remain, excluded from gross income from the owners thereof for federal income tax purposes. The Trustees further represent that they have not taken or permitted to be taken on their behalf, and covenant that they will not take or permit to be taken on their behalf, any action or actions that would adversely affect such exclusion under the provisions of the Internal Revenue Code of 1986, as amended.

SECTION 24. NOTICES.

Any notice permitted or required hereunder shall be in writing and shall be deemed to have been properly given by mailing such notice by nationally-recognized overnight courier or by registered or certified mail, postage prepaid, addressed to such party as follows:

- (a) To the City:
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Mayor

- (b) To the Trustees:
Board of Trustees
Cuyahoga County Public Library
2111 Snow Road
Parma, Ohio 44134
Attention: Executive Director and Facilities Director

- (c) Or such other address as either party may from time to time designate in writing at least fifteen (15) days in advance of such notice.

SECTION 25. INTERPRETATION.

All terms and words used in this Lease Agreement, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine or neuter, as the context or sense of this Lease Agreement or any paragraph or clause herein may require, the same as if such words had been fully and properly written in the applicable number and gender. The headings of sections and paragraphs, if any, to the extent used herein, are used for reference only, and in no way define, limit or describe the scope or intent of any provision hereof.

All references to duly enacted statutes, contained herein, shall also apply to such statutes as they may hereafter be amended, modified or re-enacted. In the event of the repeal of any referenced statute, comparable statutes, if any, shall govern, if possible.

SECTION 26. COUNTERPARTS.

This Lease Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument.

SECTION 27. RECORDING.

Either party may, at its expense, record a short form memorandum of this Lease Agreement, which shall describe the term and renewal rights and other such pertinent information as such party deems appropriate. However, the failure to record such a short form memorandum shall not affect or impair the validity or effectiveness of this Lease Agreement as between the parties, their successors or permitted assigns.

SECTION 28. MISCELLANEOUS.

(a) This Lease Agreement (including, without limitation, any exhibits and/or attachments) constitutes the entire agreement between the parties and supersedes all prior agreements and understandings related to the Facility, and there are no agreements, conditions and covenants, either oral or written, between them other than as set forth herein. The headings of the articles, sections, and paragraphs contained herein are for convenience only and do not define, limit or construe the contents of such articles, sections, or paragraphs.

(b) No waiver of any agreement, condition or covenant shall be valid unless it is in writing signed by the party to be bound thereby nor shall the waiver of a breach of any agreement, condition or covenant be claimed or pleaded to excuse a future breach of the same agreement, condition or covenant or any other agreement, condition or covenant.

(c) This Lease Agreement shall not be modified or amended, except by express written agreement signed by an authorized representative of each of the City and the Trustees.

(d) If any agreement, condition or covenant of this Lease Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such agreement, condition or covenant to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each agreement, condition or covenant of this Lease Agreement shall be valid and be enforced to the fullest extent permitted by law.

(Remainder of this page intentionally left blank; signatures and acknowledgments follow)

IN WITNESS WHEREOF, the City has caused this Lease Agreement to be executed by its Mayor, and the Trustees have caused this Lease Agreement to be executed by the President and Secretary of the Board of Trustees of the Cuyahoga County Public Library, as of the date first above written, pursuant to authority duly granted by the Council of the City of Strongsville and the Board of Trustees of the Cuyahoga County Public Library, respectively.

**Signed and acknowledged
in the presence of:**

CITY OF STRONGSVILLE, OHIO,
Lessor

Printed Name:

By: _____
Thomas P. Perciak, Mayor

Printed Name:

Approved as to form:

Neal M. Jamison, Director of Law
City of Strongsville, Ohio

**BOARD OF TRUSTEES OF THE
CUYAHOGA COUNTY PUBLIC
LIBRARY, Lessee**

**Signed and acknowledged
in the presence of:**

By: _____
Patricia A. Shlonsky, President
Board of Trustees of the Cuyahoga
County Public Library

Printed Name:

Printed Name:

(Witness as to both)

By: _____
William J. Leonard, Secretary
Board of Trustees of the Cuyahoga
County Public Library

Approved as to form:

Cuyahoga County Prosecutor's Office

By: _____
Print Name:

Assistant County Prosecutor
Counsel to the Board of Trustees of the
Cuyahoga County Public Library

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this ___ day of _____, 2026, before me, a Notary Public in and for said County and State, personally appeared Thomas P. Perciak, the Mayor of the City of Strongsville, to me personally known, and acknowledged his signing of the foregoing Lease Agreement, and that the same is his voluntary act and deed on behalf of said City, and the voluntary and corporate act and deed of said City.

Notary Public
My Commission Expires:_____

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this ___ day of _____, 2026, before me, a Notary Public in and for said County and State, personally appeared Patricia A. Shlonsky, President of the Board of Trustees of the Cuyahoga Public Library, and William J. Leonard, Secretary of the Board of Trustees of the Cuyahoga Public Library, both to me personally known, and acknowledged their signing of the foregoing Lease Agreement, and that the same is their voluntary act and deed on behalf of said Board of Trustees, and the voluntary and corporate act and deed of said Board of Trustees.

Notary Public
My Commission Expires:_____

EXHIBIT A

Legal Description

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of original Strongsville Township Lot No. 55 and being further described as follows:

Being at a point in the original center line of Royalton Road (S.R. 82) distant South $74^{\circ}15'49''$ East 459.87 feet from an iron pin monument at its intersection with the easterly line of Strongsville Public Square, said point being the southeasterly corner of land conveyed to the City of Strongsville by deed recorded in Volume 5652, Page 8 of Cuyahoga County Deed Records and the southwesterly corner of land conveyed to the State of Ohio by deed recorded in Volume 94-05521, Page 23 of Cuyahoga County Deed Records.

Thence North $0^{\circ}51'11''$ East 49.84 feet, along the easterly line of land so conveyed to the City of Strongsville, to a point in the northerly right-of-way line of said S.R. 82.

Thence continuing North $0^{\circ}51'11''$ East along said easterly line of land so conveyed to the City of Strongsville as aforesaid 434.31 feet to a point, said point being the Principal place of beginning of the Parcel here intended to be described.

Thence continuing North $0^{\circ}51'11''$ East along said easterly line of land so conveyed to the City of Strongsville as aforesaid a distance of 565.12 feet to a point;

Thence South $89^{\circ}08'49''$ East, 286.73 feet to a point.

Thence South $11^{\circ}14'28''$ West, 70.80 feet to a point.

Thence North $0^{\circ}51'11''$ East, 321.42 feet to a point.

Thence South $04^{\circ}53'46''$ East, 74.88 feet to a point.

Thence South $00^{\circ}51'11''$ West, 80.50 feet to a point.

Thence South $89^{\circ}08'49''$ East, to the easterly line so conveyed to the City of Strongsville as aforesaid 292.00 feet to the principal place of being containing 3.72 acres of land be the same more or less.

EXHIBIT B

Copy of City Ordinance

(See attached)

EXHIBIT C

Copy of Resolution of Trustees

(See attached)

Cuyahoga County Public Library

A RESOLUTION AUTHORIZING THE LIBRARY TO ENTER INTO AN AGREEMENT WITH THE CITY OF STRONGSVILLE REGARDING A LIBRARY BRANCH LEASE

- Whereas,** the Cuyahoga County Public Library (the "Library") is a political subdivision of the State of Ohio organized under the Ohio Revised Code and this Board is acting under relevant provisions of the Revised Code including 3375.40; and
- Whereas,** the Library currently occupies certain real property located at 18700 Westwood Dr. (the "Site") in Strongsville, Ohio (the "City"), which real property is currently owned by the City, and leased to the Library for the purposes of operating the existing Strongsville Library facility (the "Facility"); and
- Whereas,** the Library has been in a lease with the City of Strongsville since [●], with the most recent lease being dated September 14, 2003; and
- Whereas,** the Library has been negotiating in good faith with the City for a new lease with a minimum term of ten (10) years to a maximum term of thirty (30) years, at the Site, being known as being part of Permanent Parcel Number 396-10-014; and
- Whereas,** the Board of Trustees believes the Strongsville Library location can continue to ensure excellence in the provision of Library services to the City and surrounding communities throughout the term of the lease.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF THE CUYAHOGA COUNTY PUBLIC LIBRARY SYSTEM, STATE OF OHIO

Section 1. That the Board of Trustees agrees to the terms and conditions between the Library and the City of Strongsville as expressed in the Lease Agreement attached hereto as **Exhibit A**.

Section 2. That the Board of Trustees hereby approves the execution of a Library Branch Lease and authorizes the President of the Board to sign said lease.

Section 3. It is found and determined that all formal actions of the Board of Trustees concerning and relating to this legislation were adopted in an open meeting of this Board and that all deliberations of this Board in any of its committees that resulted in this formal action were meetings open to the public in compliance with all legal requirements, including relevant provisions of the Ohio Revised Code.

Approved _____, 2026

X _____
Patricia A. Shlonsky, President

X _____
William J. Leonard, Secretary

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2026 – 026

By: Mayor Perciak and All Members of Council

**A RESOLUTION OF THE CITY OF STRONGSVILLE,
OHIO APPROVING THE ISSUANCE OF BONDS BY THE
PUBLIC FINANCE AUTHORITY OF THE STATE OF
WISCONSIN ON BEHALF OF KINGSPATH SENIOR
MINISTRIES INC., AND DECLARING AN EMERGENCY.**

WHEREAS, KingsPath Senior Ministries Inc., a Minnesota nonprofit corporation, on behalf of itself and a to-be-formed affiliate (the “Borrower”), has requested that the Public Finance Authority, a commission organized under the laws of the State of Wisconsin (the “Authority”), issue its Senior Living Revenue Bonds (KingsPath Project) Series 2026 (the “Bonds”), in one or more series, in an amount not to exceed \$165,000,000 to finance the (a) acquisition of facilities which provide assisted living and memory care services for seniors in Ohio and Pennsylvania, including but not limited to the assisted living and memory care facility located at 18090 Pearl Road, Strongsville, OH 44136 (the “SouthWest Commons Project”); and (b) paying the costs of issuance of the Bonds (collectively, the “Project”); and

WHEREAS, the Project will be initially owned and operated by the Borrower; and

WHEREAS, the Bonds or a portion thereof will be “private activity bonds” and “qualified 501(c)(3) bonds” for purposes of the Internal Revenue Code of 1986, as amended (the “Code”); and

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, the Bonds are required to be approved by the “applicable elected representative” of a governmental unit having jurisdiction over the area in which the Project is located, after a public hearing held following reasonable public notice; and

WHEREAS, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes, prior to their issuance, the Bonds issued by the Authority must be approved by the governing body or highest ranking executive or administrator of the political jurisdiction within whose boundaries the Project is to be located; and

WHEREAS, the members of the City Council (the “Governing Body”) of the City of Strongsville, Ohio (the “City”) are the applicable elected representatives of the City; and

WHEREAS, the Borrower has requested that the Governing Body approve the financing of the SouthWest Commons Project and the issuance of the Bonds solely in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the “Joint Exercise Agreement”), and Section 66.0304(11)(a) of the Wisconsin Statutes; and

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2026 – 026

Page 2

WHEREAS, pursuant to Section 147(f) of the Code, the Governing Body or its designee has, following notice duly given in the form attached hereto as Exhibit A (the “TEFRA Notice”), held a public hearing regarding the financing of the SouthWest Commons Project and the issuance of the Bonds, and now desires to approve solely for the purpose of satisfying Section 147(f) of the Code, the financing and the issuance by the Authority of the Bonds relating to the SouthWest Commons Project.

WHEREAS, the TEFRA Notice provided notice of a public hearing to be held on March 16, 2026, and such public hearing was held on March 16, 2026.

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

Section 1. The above recitals are true and correct.

Section 2. The Governing Body hereby approves the issuance of the Bonds by the Authority for financing the SouthWest Commons Project, provided that the Bonds will be special limited obligations of the Authority payable solely from loan payments to be made by the Borrower, to the Authority and certain funds and accounts established by a trust indenture and loan agreement related to the Bonds and neither the State of Ohio, nor any political subdivision thereof, including without limitation the City of Strongsville, shall be obligated to pay the principal of or interest on the Bonds and neither the faith and credit nor the taxing power nor any political nor any moral obligation or any other cost or expense related thereto of the State of Ohio or any political subdivision thereof, including without limitation the City of Strongsville, is pledged to the payment of the principal of, premium, if any, or interest on the Bonds.

Section 3. It is the purpose and intent of the Governing Body that this Resolution constitute approval of the issuance of the Bonds by the applicable elected representative of the governmental unit having jurisdiction over the area in which the SouthWest Commons Project is located, in accordance with and for the sole purpose of satisfying Section 147(f) of the Code, Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Joint Exercise Agreement. The Governing Body has not performed any due diligence with regard to the SouthWest Commons Project, the Project or the issuance of the Bonds. This Resolution shall not be construed as an endorsement by the Governing Body of the SouthWest Commons Project, the Project, the Bonds, or the actions of the Authority or the Borrower in connection therewith.

Section 4. The undersigned Mayor certifies that he/she is the highest ranking executive or administrator of the City.

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

Section 6. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that this measure is necessary in order to facilitate the issuance of

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2026 – 026
Page 3

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

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

Res. 2026-026
 Ord. No. _____ Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

EXHIBIT A

FORM OF TEFRA NOTICE

**NOTICE OF PUBLIC HEARING
CONCERNING THE ISSUANCE OF BONDS BY THE
PUBLIC FINANCE AUTHORITY
AND A PLAN OF FINANCE FOR
KINGSPATH SENIOR MINISTRIES INC.**

NOTICE IS HEREBY GIVEN that the City Council of the City of Strongsville, Ohio (the "City"), will conduct a public hearing concerning the approval of the issuance of certain revenue bonds, in an aggregate principal amount not to exceed \$165,000,000 (the "Bonds"), pursuant to Section 66.0304 of the Wisconsin Statutes, as amended, by the Public Finance Authority (the "Authority"), a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended. The Bonds may be issued in one or more series as either tax-exempt or taxable obligations. The Bonds will be special limited obligations of the Authority payable solely from the loan payments to be made by Kingspath Senior Ministries, Inc., a nonprofit corporation, or a to-be-formed affiliate thereof (the "Borrower"), to the Authority, and certain funds and accounts established by a trust indenture and loan agreement related to the Bonds.

Proceeds of the Bonds will be used by the Borrower for a plan of finance and refinance comprised of the following purposes: (a) acquisition of facilities which provide assisted living and memory care services for seniors in Ohio and Pennsylvania, including but not limited to the assisted living and memory care facility located at 18090 Pearl Road, Strongsville, OH 44136 (the "SouthWest Commons Project"); and (b) paying the costs of issuance of the Bonds (collectively, the "Project").

This notice is intended to comply with the public notice requirements of Section 147(f) of the Internal Revenue Code of 1986, as amended. All interested parties are invited to attend and present comments at the public hearing regarding the plan of finance, the issuance of the Bonds and the SouthWest Commons Project. The public hearing on the Bonds, plan of finance and financing of the SouthWest Commons Project will be held on March 16, 2026, at 7:00 p.m., in the Mike Kalinich Sr. Council Chamber located at 18688 Royalton Road, Strongsville, Ohio 44136.

Dated: March __, 2026.