

City of Strongsville

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

July 21, 2022

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Aimee Pientka, MMC
Clerk of Council

MEETING NOTICE

The following meeting has been scheduled by Council for **Tuesday, July 26, 2022**, to be held in **Council Room** at the in the **Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road:**

5:00 P.M. **Special Council Meeting** for the purpose of considering Resolution Nos. 2022-117 and 2022-118 and Ordinance Nos. 2022-119, 2022-120, 2022-121.

Any other matters which may properly come before this Municipal Body may also be discussed.

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council

AGENDA FOR THE STRONGSVILLE CITY COUNCIL SPECIAL MEETING

TUESDAY, JULY 26, 2022 AT 5:00 P.M.

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. ORDINANCES AND RESOLUTIONS:
 - Resolution No. 2022-117 by Mayor Perciak and All Members of Council. A RESOLUTION ESTABLISHING A NEW CAPITAL PROJECT FUND TO BE KNOWN AS THE TOWN CENTER IMPROVEMENT FUND, NO. 448, AND DECLARING AN EMERGENCY.
 - Resolution No. 2022-118 by Mayor Perciak and all Members Council. A RESOLUTION ESTABLISHING A NEW SPECIAL REVENUE FUND TO BE KNOWN AS THE ONEOHIO SETTLEMENT FUND, NO. 225, AND DECLARING AN EMERGENCY.
 - Ordinance No. 2022-119 by Mayor Perciak and all Members of Council. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2022 AND REPEALING ORDINANCE NUMBER 2022-090.
 - Ordinance No. 2022-120 by Mayor Perciak and all Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT AWARD AGREEMENT WITH CUYAHOGA COUNTY AND FURTHER AUTHORIZING ACCEPTANCE OF FUNDS FROM CUYAHOGA COUNTY IN CONNECTION WITH THE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
 - Ordinance No. 2022-121 by Mayor Perciak and all Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE ACCEPTANCE OF FUNDS UNDER THE ONEOHIO MEMORANDUM OF UNDERSTANDING, CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT IN CONNECTION WITH THE OPIOID LITIGATION, AND DECLARING AN EMERGENCY.
6. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 117

By: Mayor Perciak and All Members of Council

A RESOLUTION ESTABLISHING A NEW CAPITAL PROJECT FUND TO BE KNOWN AS THE TOWN CENTER IMPROVEMENT FUND, NO. 448, 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, pursuant to the provisions of Ohio Revised Code (O.R.C.) Section 5705.09(F) and the City's Home Rule authority, there shall be and is hereby established a Capital Project Fund known as the "Town Center Improvement Fund – No. 448" to be utilized by the Director of Finance to account for proceeds received from intergovernmental grants and donations, as well as allowable expenditures, all in connection with the Town Center Enhancement & Walkability Initiative Project in the City of Strongsville.

Section 2. That further pursuant to the provisions of Chapter 5705 of the O.R.C. and the City's Home Rule authority, the City's Fund structure shall be restated and amended to reflect the addition of such new Fund No. 448 – the Town Center Improvement Fund.

Section 3. That the Director of Finance be and is hereby authorized to accumulate money in the Capital Project Fund for a period not to exceed five (5) years from the date that this Resolution establishing such fund is adopted.

Section 4. That the Director of Finance be and is hereby further authorized and directed to certify a copy of this Resolution to the Auditor of State for approval, only if required pursuant to O.R.C. Section 5705.12 and/or applicable federal requirements.

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

Section 6. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to establish City funds which accurately reflect the operational parameters and needs of the Finance Department and other Departments of the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2022 – 117
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	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

RES
Ord. No. 2022-117 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 118

By: Mayor Perciak and All Members of Council

A RESOLUTION ESTABLISHING A NEW SPECIAL REVENUE FUND TO BE KNOWN AS THE ONEOHIO SETTLEMENT FUND, NO. 225, 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, pursuant to the provisions of Ohio Revised Code (O.R.C.) Section 5705.09(F) and the City's Home Rule authority, there shall be and is hereby established a Special Revenue Fund known as the "OneOhio Settlement Fund – No. 225" to be utilized by the Director of Finance to account for distributions to be received from the State of Ohio, as well as allowable expenditures, consistent with the City's participation in the OneOhio Memorandum of Understanding resulting from the National Opioid Settlement Agreement and litigation.

Section 2. That further pursuant to the provisions of Chapter 5705 of the O.R.C. and the City's Home Rule authority, the City's Fund structure shall be restated and amended to reflect the addition of such new Fund No. 225 – the OneOhio Settlement 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 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 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 to establish City funds which accurately reflect the operational parameters and needs of the Finance Department and other Departments of the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

Attest: _____
Clerk of Council

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2022 - 118
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	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Res.
Ord. No. 2022-118 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 - 119
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 2022 AND REPEALING ORDINANCE NUMBER 2022-090.

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		\$ 19,913,200.00	\$ 8,628,400.00	\$ 14,270,000.00	\$ 42,811,600.00
<u>Special Revenue Funds - 200</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,458,700.00	\$ -	\$ -	\$ 1,458,700.00
204	Street Construction & Maintenance	5,178,600.00	9,672,600.00	-	14,851,200.00
205	State Highway Maintenance	-	57,600.00	-	57,600.00
206	Motor Vehicle License Tax	-	600,000.00	-	600,000.00
207	Emergency Vehicle Fund	-	1,839,750.00	-	1,839,750.00
208	Fire Levy	8,894,100.00	888,850.00	-	9,782,950.00
209	Fire Pension	1,704,400.00	-	-	1,704,400.00
211	Clerk of Court	-	40,000.00	-	40,000.00
212	Drainage Levy	-	2,408,900.00	-	2,408,900.00
213	Local Fiscal Recovery	-	9,338.00	2,339,092.00	2,348,430.00
214	Multi-Purpose Complex	3,127,632.00	1,942,100.00	-	5,069,732.00
215	Southwest General Hospital	-	377,813.00	-	377,813.00
216	Law Enforcement Federal Seizures	-	7,000.00	-	7,000.00
217	Law Enforcement State Seizures	-	12,000.00	-	12,000.00
218	Law Enforcement Drug Fine	-	400.00	-	400.00
219	Law Enforcement DWI/DUI	-	5,000.00	-	5,000.00
220	Tree Fund	-	97,000.00	-	97,000.00
222	Community Diversion	11,200.00	4,000.00	-	15,200.00
223	Bond Escrow	-	700,000.00	-	700,000.00
224	Earned Benefits	710,200.00	-	-	710,200.00
200 Total Special Revenue Funds		\$ 21,084,832.00	\$ 18,662,351.00	\$ 2,339,092.00	\$ 42,086,275.00
<u>Debt Service Funds - 300</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ -	\$ 2,799,500.00	\$ -	\$ 2,799,500.00
333	Pearl Road TIF # 1	-	1,197,500.00	-	1,197,500.00
334	Royalton Road TIF	-	108,000.00	-	108,000.00
335	Pearl Road TIF # 2	-	83,000.00	-	83,000.00
336	Pearl Road TIF # 3	-	42,300.00	-	42,300.00
337	Westwood Commons TIF	-	40,400.00	-	40,400.00
338	Giant Eagle TIF	-	112,800.00	-	112,800.00
339	GETGO TIF	-	41,000.00	-	41,000.00
340	Clover Senior TIF	-	145,600.00	-	145,600.00
341	Pearl Road TIF # 4	-	255,000.00	-	255,000.00
342	Cane's/Chase TIF	-	20,600.00	-	20,600.00
344	Pearl North TIF	-	35,300.00	-	35,300.00
300 Total Debt Service Funds		\$ -	\$ 4,881,000.00	\$ -	\$ 4,881,000.00

Capital Improvement Capital Project Funds - 400

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ 1,145,000.00	\$ -	\$ 1,145,000.00
442	General Capital Improvement	-	21,971,917.00	-	21,971,917.00
447	TIF Capital Improvements	-	420,153.00	-	420,153.00
400	Total Capital Project Funds	\$ -	\$ 23,537,070.00	\$ -	\$ 23,537,070.00

Enterprise Funds - 500

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 1,944,586.00	\$ 19,624,748.00	\$ -	\$ 21,569,334.00

Internal Service Fund - 600

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
661	Health Insurance Reserve	\$ -	\$ 6,747,100.00	\$ -	\$ 6,747,100.00
664	Worker's Compensation Reserve	-	425,000.00	-	425,000.00
600	Total Internal Service Funds	\$ -	\$ 7,172,100.00	\$ -	\$ 7,172,100.00

Grand Total All Funds	\$ 42,942,618.00	\$ 82,505,669.00	\$ 16,609,092.00	\$ 142,057,379.00
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Itemized list of Transfers and Advances by Fund

Description	Amount
General Fund to Street Construction Fund	\$ 4,000,000.00
General Fund to Fire Levy Fund	4,600,000.00
General Fund to Multi-Complex Fund	1,950,000.00
General Fund to Police Pension Fund	1,008,000.00
General Fund to Fire Pension Fund	1,212,000.00
General Fund to Recreation Capital Improvement Fund	500,000.00
General Fund to General Capital Improvement Fund	500,000.00
General Fund to Town Center Improvement Fund	500,000.00
Total Transfers	\$ 14,270,000.00
Local Fiscal Recovery Fund Advance Repayment to General Fund	2,339,092.00
Total Advance and Advance Repayments	\$ 2,339,092.00
Total Transfers, Advances and Advance Repayments	\$ 16,609,092.00

Section 2: That all expenditures within the fiscal year ending December 31, 2022 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided.

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

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

Approved:

President of Council

Mayor

Date Passed

Date Approved

Attest:

Clerk of Council

ORD. No. 2022-119 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

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

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

Dept #	Department	Personal Services	Other	Transfers & Advances	Total
011410	Council	\$ 391,300.00	\$ 36,000.00	\$ -	\$ 427,300.00
011411	Mayors Office	271,500.00	19,800.00	-	291,300.00
015412	Police Department	10,518,500.00	1,406,750.00	-	11,925,250.00
011413	Human Resources	271,300.00	41,900.00	-	313,200.00
011414	Finance Department	533,100.00	18,200.00	-	551,300.00
011415	Legal Department	503,400.00	74,900.00	-	578,300.00
011416	Communication & Technology	804,800.00	491,000.00	-	1,295,800.00
011417	Building Department	932,100.00	187,800.00	-	1,119,900.00
011418	Mayors Court	162,400.00	320,000.00	-	482,400.00
011420	Rubbish Department	-	3,150,100.00	-	3,150,100.00
011421	Cemetery Department	138,100.00	288,600.00	-	426,700.00
011422	Architectural Board of Review	-	4,000.00	-	4,000.00
011423	Planning Commission	123,300.00	67,000.00	-	190,300.00
011424	Civil Service	-	61,400.00	-	61,400.00
011425	Board of Appeals	-	20,900.00	-	20,900.00
011428	Parks Department	122,400.00	253,500.00	-	375,900.00
011429	Public Safety	185,800.00	-	-	185,800.00
011430	General Miscellaneous	-	1,814,050.00	-	1,814,050.00
011435	Economic Development	198,000.00	92,000.00	-	290,000.00
015415	OPID Grant	37,300.00	12,700.00	-	50,000.00
015414	Corrections Officers	833,700.00	88,000.00	-	921,700.00
015413	Regional Dispatch Center	3,886,200.00	179,800.00	-	4,066,000.00
011468	Non Government Transfers	-	-	14,270,000.00	14,270,000.00
	Total General Fund	\$ 19,913,200.00	\$ 8,628,400.00	\$ 14,270,000.00	\$ 42,811,600.00
031000	Police Pension	1,458,700.00	-	-	1,458,700.00
046419	Street Repairs	4,362,900.00	8,318,200.00	-	12,681,100.00
046426	Traffic Signal Maintenance	119,400.00	215,000.00	-	334,400.00
046427	Snow Removal	-	414,400.00	-	414,400.00
046433	Municipal Garage	696,300.00	725,000.00	-	1,421,300.00
056000	State Highway Maintenance	-	57,600.00	-	57,600.00
066000	Motor Vehicle License Tax	-	600,000.00	-	600,000.00
075000	Emergency Vehicle Fund	-	1,839,750.00	-	1,839,750.00
085000	Fire Levy	8,894,100.00	566,200.00	-	9,460,300.00
085001	Fire Station Ward 1	-	97,900.00	-	97,900.00
085002	Fire Station Ward 2	-	47,500.00	-	47,500.00
085003	Fire Station Ward 3	-	52,500.00	-	52,500.00
085004	Fire Station Ward 4	-	124,750.00	-	124,750.00
095000	Fire Pension	1,704,400.00	-	-	1,704,400.00
111000	Clerk of Court	-	40,000.00	-	40,000.00
121000	Drainage Levy	-	2,408,900.00	-	2,408,900.00
131000	Local Fical Recovery	-	9,338.00	2,339,092.00	2,348,430.00
143304	Sports Programs	295,800.00	222,700.00	-	518,500.00
143305	Recreation Administration	503,300.00	728,100.00	-	1,231,400.00
143306	Fitness	456,500.00	150,700.00	-	607,200.00
143310	Aquatics	703,500.00	109,800.00	-	813,300.00
143311	Recreation Programs	122,100.00	75,200.00	-	197,300.00
143430	Special Events	-	14,900.00	-	14,900.00
143431	Old Town Hall	8,900.00	63,800.00	-	72,700.00
143439	Senior Services	556,532.00	283,400.00	-	839,932.00
143451	Recreation Maintenance	481,000.00	261,000.00	-	742,000.00
143500	Program Refunds	-	32,500.00	-	32,500.00
152000	Southwest General Hospital	-	377,813.00	-	377,813.00
165000	Law Enforcement Federal Seizures	-	7,000.00	-	7,000.00
175000	Law Enforcement State Seizures	-	12,000.00	-	12,000.00
185000	Law Enforcement Drug Fine	-	400.00	-	400.00
195000	Law Enforcement DWI/DUI	-	5,000.00	-	5,000.00
204000	Tree Maintenance	-	97,000.00	-	97,000.00
225000	Community Diversion	11,200.00	4,000.00	-	15,200.00
223100	Bond Escrow	-	700,000.00	-	700,000.00
224000	Earned Benefits	710,200.00	-	-	710,200.00
2500000	OneOhio Settelement Fund	-	6,390.00	-	6,390.00
	Total Special Revenue Funds	\$ 21,084,832.00	\$ 18,668,741.00	\$ 2,339,092.00	\$ 42,086,275.00

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

Dept #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	-	2,799,500.00	-	2,799,500.00
333000	Pearl Road TIF # 1	-	1,197,500.00	-	1,197,500.00
334000	Royalton Road TIF	-	108,000.00	-	108,000.00
335000	Pearl Road TIF # 2	-	83,000.00	-	83,000.00
336000	Pearl Road TIF # 3	-	42,300.00	-	42,300.00
337000	Westwood Commons TIF	-	40,400.00	-	40,400.00
338000	Giant Eagle TIF	-	112,800.00	-	112,800.00
339000	GETGO TIF	-	41,000.00	-	41,000.00
340000	Clover Senior TIF	-	145,600.00	-	145,600.00
341000	Pearl Road TIF # 4	-	255,000.00	-	255,000.00
342000	Cane's/Chase TIF	-	20,600.00	-	20,600.00
344000	Pearl North TIF	-	35,300.00	-	35,300.00
	Total Debt Service	\$ -	\$ 4,881,000.00	\$ -	\$ 4,881,000.00
413000	Recreation Capital Improvement	-	1,145,000.00	-	1,145,000.00
421000	General Capital Improvement	-	21,971,917.00	-	21,971,917.00
447100	Pearl & Whitney TIF	-	75,000.00	-	75,000.00
447102	Prospect & Aibion TIF	-	25,000.00	-	25,000.00
447103	Goodyear & 5/3 TIF	-	55,000.00	-	55,000.00
447104	42/82 TIF	-	215,153.00	-	215,153.00
447105	Dunkin Donuts TIF	-	25,000.00	-	25,000.00
447106	Pearl & Lunn TIF	-	25,000.00	-	25,000.00
448108	Town Center Improvement Fund	-	4,750,000.00	-	4,750,000.00
	Total Capital Projects	\$ -	\$ 28,287,070.00	\$ -	\$ 23,537,070.00
512501	Engineering and Administration	732,486.00	921,900.00	-	1,654,386.00
512502	Plant Expenditures	-	14,586,500.00	-	14,586,500.00
512503	Line Expenditures	1,212,100.00	281,000.00	-	1,493,100.00
512504	Sewer Capital Improvements	-	3,498,000.00	-	3,498,000.00
512505	Sewer Debt Payments	-	337,348.00	-	337,348.00
	Total Sanitary Sewer	\$ 1,944,586.00	\$ 19,624,748.00	\$ -	\$ 21,569,334.00
661000	Health Insurance Reserve	-	6,747,100.00	-	6,747,100.00
664000	Workers Compensation Reserve	-	425,000.00	-	425,000.00
	Total Internal Service	\$ -	\$ 7,172,100.00	\$ -	\$ 7,172,100.00
	GRAND TOTAL	\$ 42,942,618.00	\$ 87,262,059.00	\$ 16,609,092.00	\$ 142,057,379.00

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 120

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT AWARD AGREEMENT WITH CUYAHOGA COUNTY AND FURTHER AUTHORIZING ACCEPTANCE OF FUNDS FROM CUYAHOGA COUNTY IN CONNECTION WITH THE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

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

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

WHEREAS, in connection with this initiative, the City had requested funding from Cuyahoga County to support the Project; and

WHEREAS, pursuant to Cuyahoga County Council approval, the County will award an amount not to exceed \$3,500,000.00 to the City to support the Project; and

WHEREAS, therefore, the County and the City desire to enter into a Project Award Agreement to govern their respective obligations with respect to the award of funds for the Project, a copy of which is attached hereto as Exhibit A; and

WHEREAS, further, the City is desirous of accepting such funds in order to commence the 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 and other appropriate officials of the City be and are hereby authorized and directed to enter into and execute a Project Award Agreement between the City of Strongsville and Cuyahoga County for funding in connection with the Strongsville Town Center Enhancement & Walkability Initiative, a copy of such Agreement is attached hereto as Exhibit A and made a part hereof.

Section 2. That this Council hereby approves the acceptance of an award of funding in an amount not to exceed \$3,500,000.00, and hereby authorizes the Mayor, Director of Finance, and other appropriate officers of the City to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 120
Page 2

Section 3. That the funds for the purposes of said Agreement and Project shall be placed into and expended out of the Town Center Improvement Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to enter into an agreement to accept such funds to commence the Project for enhancing the Strongsville Town Center area for the benefit of the City's residents and guest, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

Ord. No. 2022-120 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

PROJECT AWARD AGREEMENT
BETWEEN THE CITY OF STRONGSVILLE AND CUYAHOGA COUNTY

THIS PROJECT AWARD AGREEMENT ("Agreement") is made and entered into as of the date signed by the Cuyahoga County Executive ("Effective Date") by and between the County of Cuyahoga County, Ohio, a body corporate and politic and a political subdivision of the State of Ohio organized and existing under the Charter of Cuyahoga County effective January 1, 2010, as same may have been amended, modified, and supplemented to the effective date hereof (the "County") and the City of Strongsville, ("Recipient"), a body corporate and politic and a political subdivision of the State of Ohio, having a principal place of business at 16099 Foltz Parkway, Strongsville, OH 44149.

RECITALS

WHEREAS, Recipient has requested funding from the County to complete the Strongsville Town Center Enhancement & Walkability Initiative in Strongsville, Ohio ("Project"); and

WHEREAS, pursuant to County Council Approval, the County will award an amount not to exceed \$3,500,000.00 (the "Award") to Recipient to support the Project, as more fully described in Exhibit 1;

WHEREAS, the County and Recipient desire to enter into this Agreement to govern their respective obligations with respect to the Award for the Project.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties from the other, and intending to be legally bound, the Parties agree as follows:

AGREEMENT

1. **ACCURACY OF RECITALS; DEFINED TERMS**

The Parties acknowledge the accuracy of the above Recitals, which are incorporated into and made a part of this Agreement.

2. **CONFIRMATION OF AWARD**

Recipient has requested, and the County has awarded Recipient, an award in an amount not to exceed \$3,500,000.00 to be disbursed to Recipient in one disbursement. If the Project has more than one funding source, the Award shall be disbursed to Recipient upon the receipt by Recipient of all other funding sources.

3. CONDITIONS

The obligations of the County under this Agreement are subject to the satisfaction of the following condition, which condition may only be waived by the County (in the County's sole discretion and in writing), for whose sole benefit such conditions exist:

- A) Recipient agrees its Award shall not be used to pay for costs outside of those listed on Exhibit 1.

4. REPORTING REQUIREMENTS

Recipient shall provide annual reports to the County of the status of the Project and provide detailed documentation of all expenditures made from the Award as of the date of the submission of the annual report. The report shall be due one year from the date of the disbursement of funds from the County to the Recipient or upon completion of the Project whichever is earlier.

The County reserves the right to request additional reports pertaining to the Project. It is the responsibility of Recipient to furnish the County with reports as requested.

Failure to provide reports, maintain documentation, and/or provide any additional reporting requested by the County may result in the declaration of an Event of Default as outlined in Section 8 of this Agreement.

5. INDEMNIFICATION

The Parties acknowledge that as a political subdivision of the State of Ohio, the County does not indemnify any person or entity. The Parties agree that no provision of this Agreement may be interpreted to obligate the County to indemnify or defend another party.

6. PUBLIC RECORDS; CONFIDENTIALITY

The Parties acknowledge that the County is a political subdivision of the State of Ohio and as such is subject to the Ohio Revised Code and other laws related to the keeping of and access to public records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and Recipient and any and all documents in any format or media.

7. REPRESENTATIONS

Recipient represents and warrants:

- A. It has full power and authority to execute, deliver, and perform this Agreement and its obligations; and
- B. The execution, delivery, and performance by Recipient under this Agreement does not, and will not, violate any provision of law or any court order applicable to Recipient, and does not, and will not, conflict with or result in a default, under any agreement or instrument to

which Recipient is a party or by which it or any of its property or assets is or may be bound; and

- C. This Agreement has by proper action been duly authorized, executed, and delivered and constitutes the legal, valid, and binding obligations of Recipient.

8. DEFAULT

If Recipient breaches any of its representations under this Agreement or fails to perform any of its obligations or is in default under any other condition of this Agreement for a period of thirty (30) days after date of the County's written notice thereof to Recipient ("Event of Default"), the County may, at its sole option, terminate this Agreement and will be under no further obligation to disburse any Award funds remaining under this Agreement. In addition, the County reserves the right, upon an Event of Default, to seek recovery of any Award funds previously disbursed.

9. TERM OF AGREEMENT

This Agreement shall become effective as of the Effective Date and shall remain in full force and effect until the Project is completed, subject to the terms of this Agreement, unless extended by written agreement of the Parties.

If at the end of the term the Recipient has not spent all of the Award on the Project, the Recipient shall return the remaining funds to the County.

10. MISCELLANEOUS

- A. This Agreement, with its exhibits, contains the Parties' entire agreement with respect to the subject matter herein. This Agreement may not be modified except by written instrument signed by both Parties and referring to the specific provisions to be modified.
- B. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with and shall be governed by the laws of the State of Ohio and applicable federal law. Recipient and the County agree that state and federal courts in Cuyahoga County, Ohio will have exclusive jurisdiction over any claim arising out of this Agreement and Recipient and the County consent to the exclusive jurisdiction of such courts. Recipient agrees not to challenge this provision and agrees not to attempt to file, or remove, any legal action related to this Agreement or any alleged breach of this Agreement outside of Cuyahoga County for any reason.
- C. All County contracts, including this Agreement, are subject to all applicable laws adopted in the Cuyahoga County Code, including, but not limited to, Title IV (Ethics) and Title V (Contracts and Purchasing). The Cuyahoga County Code and enacted County ordinances are available at <http://code.cuyahogacounty.us>.
- D. If any part of the Award is used for construction-related labor, Recipient agrees that wages paid to laborers and mechanics employed on the Project under contracts or subcontracts shall be paid at not less than the prevailing rates of wages for laborers and mechanics for the applicable class of work called for by the Project, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, or the Davis-Bacon Act, and shall cause such wages to be paid in accordance therewith, and Recipient

shall require compliance by all contractors and subcontractors of all applicable requirements of Sections 4115.03 through 4115.16, Ohio Revised Code, or the Davis-Bacon Act, including, without limitation, (i) obtaining from the Ohio Department of Industrial Relations, or its federal equivalent, a determination of the prevailing rates of wages to be paid for all classes of work called for by the Project, (ii) obtaining the designation of a Prevailing Wage Coordinator for the Project pursuant to Section 4115.071, Ohio Revised Code, or the Davis-Bacon Act and (iii) ensuring that all contractors and subcontractors receive notification of changes in prevailing wage rates as required under Section 4115.05, Ohio Revised Code, or the Davis-Bacon Act

- E. Recipient's employees may not acquire any personal interest that conflicts with Recipient's responsibilities under this Agreement. Additionally, Recipient will not knowingly permit any public official or public employee who has any responsibilities related to this Agreement to acquire an interest in anything or any entity under Recipient's control, if such an interest would conflict with that official's or employee's duties. Recipient will disclose to the County knowledge of any such person who acquires an incompatible or conflicting personal interest related to this Agreement. Recipient will take all legal steps to ensure that such a person does not participate in any action affecting the work under this Agreement, unless the County has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.
- F. All notices, requests, demands, or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of delivery if delivered by hand or by confirmed facsimile; (ii) upon the fifth day after such notice is deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (iii) upon the date of the courier's verification of delivery at the specified address if sent by a nationally recognized overnight express courier.

County's address for notification is:

Cuyahoga County Office of the Council
2079 East 9th Street
Cleveland, Ohio 44115
Attention: Cynthia Mason, Research and Policy Analyst

With a copy to:

Cuyahoga County Department of Law
2079 East 9th Street
Cleveland, Ohio 44115
Attention: Director of Law

Recipient's address for notification is:

City of Strongsville

16099 Foltz Parkway
Strongsville, OH 44149
Attention: Brent Painter, Director of Economic Development

- G. Neither Party shall be in default if its failure to perform any obligation hereunder is caused solely by supervening conditions beyond that Party's reasonable control, including, without limitation, acts of God, civil commotion, strikes, labor disputes, or governmental demands or requirements.
- H. The failure of either Party to require performance by the other party of any provision of this Agreement or any exhibit shall not affect its right to require such performance at any time thereafter; nor shall the waiver by either party of a breach of any provisions of this Agreement be taken or deemed to be a waiver of the provision itself.
- I. If any provision of this Agreement is invalid or unenforceable, that provision will be changed and interpreted to accomplish the Parties' objectives to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.
- J. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, or describe the scope or extent of such section.
- K. Recipient may not assign this Agreement without the prior written consent of the County.
- L. Except as expressly provided in this Agreement, no amendment, change, waiver, or discharge of this Agreement is valid unless in writing and signed by both of the Parties.
- M. Each of the Parties will comply with all state and federal laws regarding equal employment opportunity and fair labor and employment practices, including ORC Section 125.111 and all related Executive Orders.
- N. Each of the Parties shall comply with all applicable state and federal laws regarding keeping a drug-free workplace.
- O. Recipient agrees to make all pertinent books and records and other documents pertaining to its obligations under this Agreement available to the County and its designated agents for purpose of audit and examination upon reasonable request during the term of this Agreement and for a period of two (2) years from the completion date of the Project or final payment under this Agreement, whichever is later.
- P. Recipient agrees to cooperate with the Cuyahoga County Agency of Inspector General or the Department of Internal Audit if it is determined there should be an investigation or audit.
- Q. This Agreement may be executed in separate original or facsimile counterparts, each of which shall be deemed an original, and all of which shall be deemed one and the same instrument.

11. NON-DISCRIMINATION

Recipient agrees to provide the services hereunder without discrimination on account of gender, race, sex, color, religion, national origin, age, occupation, physical or mental disability or veteran status, to the extent required by law. The Parties agree that discrimination and affirmative action clauses contained in Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations prescribed by the Secretary of

Labor in Title 41, Part 60 of the Code of Federal Regulations, are incorporated to the extent binding upon Recipient.

12. ELECTRONIC SIGNATURE POLICY

Recipient, its officers, employees, subcontractors, agents, or assigns, agree that this transaction may be conducted by electronic means and agree that all documents requiring the County's signatures and Recipient's signatures, including this Agreement, may be executed by electronic means, and that the electronic signature affixed by either Party to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. Recipient also agrees on behalf of the aforementioned entities and persons, to be bounded by the provisions of Chapter 304 and 1306 of the Ohio Revised Code.

IN WITNESS WHEREOF, this Agreement has been duly signed and delivered by the undersigned as of the day and year first above written.

City of Strongsville, Ohio

COUNTY OF CUYAHOGA, OHIO

By: _____
Thomas P. Perciak
Its: Mayor

By: _____
Armond Budish, County Executive
or designee pursuant to Executive Orders
No. EO2018-0002 dated October 31, 2018
or No. EO2018-0001 dated February 26, 2018

The legal form and correctness
of this Contract is hereby approved:
Law Department
County of Cuyahoga, Ohio

Gregory G. Huth, Director of Law

By: _____
Assistant Director of Law

Electronic Signature:

Approved as to legal form only by the
Law Department of the City of Strongsville.

By _____
Law Director

Date _____

EXHIBIT 1

(Recipient's application submitted to the County requesting ARPA funding for the Project)



Cuyahoga County Council

2079 East 9th Street, 8th Floor • Cleveland Ohio 44115
(216) 698-2010

COUNTY AMERICAN RESCUE PLAN ACT APPLICATION

APPLICANT INFORMATION:	
Name of Requesting Entity (City, Business, Non-Profit, etc.): City of Strongsville	
Address of Requesting Entity: 16099 Foltz Parkway, Strongsville, Ohio 44149	
County Council District # of Requesting Entity: Council District #5	
Address or Location of Project if Different than Requesting Entity: The Strongsville Town Center is a stretch of 81.75 acres in the heart of Strongsville's downtown, located between the intersection of Royalton Road (SR-82) and Pearl Road (US-42) extending North to Zverina Dr.	
County Council District # of Address or Location of Project if Different than Requesting Entity: Council District #5	
Contact Name of Person Filling out This Request: Brent Painter, Director of Economic Development, City of Strongsville	
Contact Address if different than Requesting Entity: 16099 Foltz Parkway, Strongsville, Ohio 44149	
Email: brent.painter@strongsville.org	Phone: (440) 580-3118
Federal IRS Tax Exempt No.: 34-6002751	Date: May 3, 2022

PROJECT DESCRIPTION

REQUEST DESCRIPTION (include the project name, a description of the project, why the project is important or needed, and timeline of milestones/tracking of the project):

The City of Strongsville is applying for grant assistance through Cuyahoga County's American Rescue Plan Act Program for the **Strongsville Town Center Enhancement & Walkability Initiative**, a project centered around the goals of improving area connectivity/walkability, as well as the construction of new community amenities that will improve the quality of life for area residents.

Improve Connectivity & Walkability

The Strongsville Town Center (*please see attached Strongsville Town Center Map*) is home to a large concentration of the City's quality of life amenities, with over \$66 million invested already in the area (*please see attached Strongsville Town Center Completed Projects*). Through the Strongsville Town Center Enhancement & Walkability Initiative the City will better connect residents with these amenities through:

- The construction of a new roundabout on Zverina Drive
- Improvements to existing trails/pathways, as well as the extension of new trails/pathways, that will create an interconnected network of walkways designed to promote safe, pedestrian-friendly walkways
- Installation of new wayfinding signage designed to better identify and connect area amenities and walkways.

Creation of New Quality of Life Amenities & Features

In addition to increased connectivity, the City of Strongsville will be adding new quality of life amenities for the benefit of the community's residents. On September 3, 2021, the City of Strongsville released a survey to the City's residents asking for input on the types of new amenities and features they would like to see in the Strongsville Town Center. Over 1,000 residents responded to the survey and the City incorporated those results with previously completed studies to best determine what amenities are most needed. The following new amenities will be included in the Strongsville Town Center Enhancement & Walkability Initiative:

- Fully ADA compliant playground
- New interactive fountain/splash pad
- Redesigned public space within the area for community events such as the City's farmer's market, food truck events, and community movie nights
- New ADA compliant family restrooms
- New community pavilion available to the public and also available for special event rentals
- Improved access to new public greenspace

The Strongsville Town Center Enhancement & Walkability Initiative is a critical project for the City of Strongsville and Cuyahoga County, with the intended benefits including:

- The promotion of economic development through place-based economic development practices, supporting quality of life amenities that are leveraged by local businesses to retain and attract needed workforce and capital investments
- The promotion of healthy lifestyles through the physical activity provided by improved connectivity and new walking paths/trails
- Enhanced quality of life for senior and low/moderate income residents through enhanced walkability and new area amenities/public space designed to incorporate senior resident participation
- Support of area families through enhanced walkability, as well as the construction of new amenities and the designation of new public space for family-oriented programming
- Additional amenities for residents with disabilities through the construction of a new ADA playground, as well as improved walkability through the creation of new, pedestrian friendly trails and pathways
- Reduction of vehicular travel within the area, thereby potentially reducing carbon emissions and promoting a healthy lifestyle
- Preservation of local history, through enhanced access/visibility to the Strongsville Historical Society and updates to the City of Strongsville's Freedom Trail, which honors the service of the community's military members

The project timeline is listed below:

- **Initiative Launch:** September 3, 2021 after years of studying the Town Center District and public engagement.
- **Project Planning Phase:** to be completed by June 2022
- **Project Design & Construction Document Development:** from June 2022 – January 2023
- **Project Bidding and Construction:** from January 2023 – March 2024

Project Start Date:

Detailed timeline above; Construction to begin Spring 2023

Project End Date:

Construction to end in Spring 2024

IMPACT OF PROJECT:

Who will be served:

The Strongsville Town Center is a true community gathering space, visited by hundreds of thousands of people annually. The project will positively impact local residents who visit area amenities such as the Strongsville Emergency Food Bank, the Strongsville Recreation & Senior Center, the Cuyahoga County Library Strongsville Branch, as well as area playgrounds, restaurants, and retail establishments. In addition, the project will impact residents from across Cuyahoga County that visit the Strongsville Commons annually for community events such as Strongsville Homecoming, Rib Burn-Off, and Winter Wonderland Celebration.

How many people will be served annually:

The Strongsville Town Center District is visited by hundreds of thousands of people from across Northeast Ohio each year. Large civic events like the Strongsville Homecoming, Rib Burn-Off, and Winter Wonderland Celebration bring residents from across Cuyahoga County, while local amenities such as the Strongsville Recreation & Senior Center, the Cuyahoga County Library, and existing playgrounds and recreational amenities are popular among Strongsville residents of all ages.

Will low/moderate income people be served; if so how:

The Strongsville Town Center is home to numerous amenities that serve low/moderate income people, including the Strongsville Emergency Food Bank (mission is to provide food assistance to those in need), the Strongsville Senior Center, and Westwood Commons Senior Living Facility. However, access to each of these amenities is currently limited by a lack of connectivity for residents that do not have access to a vehicle. The Strongsville Town Center Enhancement & Walkability Initiative will create better connects from public transportation stops on Pearl/Royalton Road to the Food Bank and Senior Center, while creating pedestrian-friendly walkways & amenities for low income seniors that reside at Westwood Commons Senior Living Facility.

How does the project fit with the community and with other ongoing projects:

The improvements needed at the Strongsville Town Center District have been studied for years, including:

- City's latest Master Plan (2019) conducted by the Cuyahoga County Planning Commission
- NOACA's Strongsville Town Center District Redevelopment Plan (2015)
- NOACA's Walkable Community Workshop Report (2009).

All studies listed above included public meetings/participation. Each study is posted at www.strongsville.org/towncenter

If applicable, how many jobs will be created or retained (specify the number for each) and will the jobs be permanent or temporary:

The Strongsville Town Center Enhancement & Walkability Initiative will supplement existing City economic development policy by creating new quality of life amenities that can be leverage in business attraction and retention, as well as utilized by local businesses for workforce recruitment.

If applicable, what environmental issues or benefits will there be:

Through the creation of a more walkable Town Center, the City of Strongsville hopes to reduce the reliance on vehicular travel within the project boundaries, thereby reducing carbon emissions and promoting a healthier lifestyle. In addition, project planning includes additional tree plantings and better utilization of area greenspace.

If applicable, how does this project serve as a catalyst for future initiatives:

The Strongsville Town Center continues to transform to support the needs of area residents and businesses. Through the completion of the Strongsville Town Center Enhancement & Walkability Initiative, the City of Strongsville anticipates further area investment to support future commercial and residential development within and surrounding the Town Center.

FINANCIAL INFORMATION:

Total Budget of Project:

\$7 million

Other Funding Sources of Project (list each source and dollar amount separately):

Sponsorship Opportunities/Private Donations: In process, final support to be determined

Cuyahoga County Community Development Supplemental Grant Program: \$50,000 committed

NOPEC Energized Community Grant: \$114,000 committed

State of Ohio Capital Budget: To be Determined

Strongsville Recreation Capital Budget: Funds committed to cover remaining project cost after grants/private donations

Total amount requested of County Council American Resource Act Dollars:

\$3.5 million

Since these are one-time dollars, how will the Project be sustained moving forward:

All ongoing maintenance/expenses associated with the construction of new quality of life amenities within the Strongsville Town Center will be funded through the City of Strongsville's Recreation Department budget. In addition, maintenance of new and/or improved trails will be the responsibility of the City of Strongsville's Service Department as well as the City of Strongsville's Recreation Department.

DISCLAIMER INFORMATION AND SIGNATURE:

Disclaimer:

I HEREBY CERTIFY that I have the authority to apply for financial assistance on behalf of the entity described herein, and that the information contained herein and attached hereto is true, complete, and correct to the best of my knowledge.

I acknowledge and agree that all County contracts and programs are subject to Federal Guidelines and Regulations, the Ohio Revised Code, the Cuyahoga County Charter, and all County Ordinances including all information submitted as part of this application is a public record.

I understand that any willful misrepresentation on this application or on any of the attachments thereto could result in a fine and/or imprisonment under relevant local, state, and/or federal laws or guidelines.

I agree that at any time, any local, state, or federal governmental agency, or a private entity on behalf of any of these governmental agencies, can audit these dollars and projects.

Printed Name:

Brent Painter

Signature:



Date:

May 3, 2022

Additional Documents

Are there additional documents or files as part of this application? Please list each documents name:

- The Strongsville Town Center Enhancement & Walkability Initiative Press Release
- Strongsville Town Center Map
- Strongsville Town Center Completed Projects

PRESS RELEASE

September 3, 2021
Mayor Thomas P. Perciak
City of Strongsville

Mayor Thomas P. Perciak & Strongsville City Council announced today the launch of the **Strongsville Town Center Enhancement and Walkability Initiative**, including a new Initiative website (www.strongsville.org/towncenter) featuring a public survey intended to gather additional input from Strongsville residents.

The Strongsville Town Center (*see attached map*) includes various community amenities that are utilized by tens of thousands of residents and visitors annually, including the Strongsville Recreation & Senior Center, the Strongsville Commons, Castletown Playground, the Strongsville Library, and more. The continued enhancement of this area further improves the quality of life for City residents while also providing additional amenities for area business men and women.

Potential enhancements through the Initiative may include, but are not limited to, the:

- Refurbishing of Castletown Playground
- Further integration of area walkways & the Freedom Trail to promote walkability/connectivity to area amenities
- Implementation of new wayfinding signage to direct residents and visitors to area amenities
- Additional quality of life amenities for the betterment of Strongsville residents

To help guide the continued redevelopment of the Strongsville Town Center, the City of Strongsville has extensively studied the area, implementing third party, expert recommendations. Studies of the Strongsville Town Center include:

- **Strongsville Master Plan** (May 2019) prepared by the Cuyahoga County Planning Commission
- **Wayfinding Analysis Report** (May 2019) prepared by Guide Studio
- **Strongsville Town Center District Redevelopment Plan** (August 2015) prepared by NOACA
- **Strongsville Walkable Community Workshop Report** (February 2009) prepared by NOACA

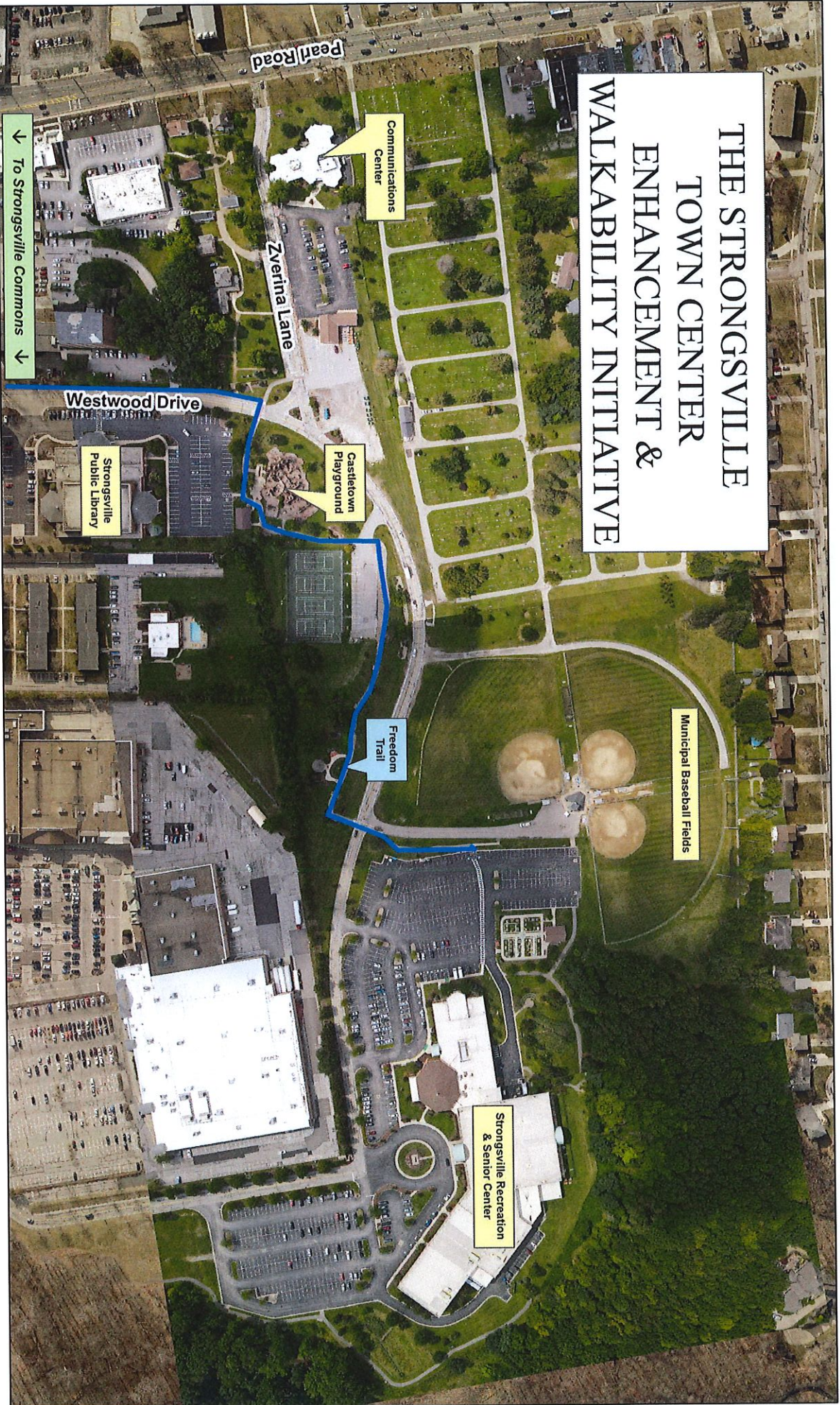
The **Strongsville Town Center Enhancement and Walkability Initiative** will incorporate data from the above reports with public input through the residents' survey (www.strongsville.org/towncenter) and a follow-up community open house, with plans for project implementation to begin in late 2021/early 2022.

To help fund area improvements, Mayor Thomas P. Perciak has instructed his administration to utilize and/or apply for grant assistance through programs available from the Federal Government, State of Ohio, Cuyahoga County, and regional non-profits, with such funds being designated for community projects and restricted from City administrative/operations use. In addition, the City will accept donations from various local civic groups and businesses.

For more information, please visit the **Strongsville Town Center Enhancement and Walkability Initiative** website at www.strongsville.org/towncenter where you can complete the online survey and review area reports. Residents are encouraged to complete the survey by the end of October 2021.

The **Strongsville Town Center Enhancement and Walkability Initiative** is another example of how ***Strongsville Steps Up*** through a commitment to proactive budgetary management, excellence in Safety Forces, vibrant economic development, and a dedication to first-rate community amenities and services. To learn more about how Strongsville succeed through a difficult 2020, visit www.strongsville.org/towncenter and review Mayor Thomas P. Perciak's 2020 State of the City presentation.

THE STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE



Communications Center

Zverina Lane

Pearl Road

↓ To Strongsville Commons ↓

Westwood Drive

Strongsville Public Library

Castletown Playground

Freedom Trail

Municipal Baseball Fields

Strongsville Recreation & Senior Center

Strongsville Town Center

Completed Area Projects

The Strongsville Town Center is a true community gathering space with amenities that support Strongsville residents of all ages and events that draw hundreds of thousands of visitors annually from across the region.

To support the continuous development of the area, the City of Strongsville, in partnership with Strongsville City Schools, as well as private sector partners, has invested over **\$66 million** in the area in recent years.

Below is a summary of some of the major projects completed in the area.

Strongsville Middle School

- Construction of new Strongsville Middle School
 - In September of 2016, Strongsville City Schools opened a new 185,000 square foot middle school, built on 20 acres within the Strongsville Town Center
 - The new school is home to over 1,300 students, as well as teachers and school staff
- **Project Cost: \$45.5 million**

Pearl Road & Royalton Road Intersection Redesign

- In 2018, the City of Strongsville redesigned the Pearl Road & Royalton Road intersection, one of the busiest intersections in Cuyahoga County, to promote walkability and improved traffic flow.
 - The project included:
 - Complete intersection redesign
 - Installation of ADA Curb Ramps
 - Upgraded Countdown Pedestrian Signals
 - Installation of Pedestrian Refuge Islands
 - Adjusted Pedestrian Walk Times
- **Project Cost: \$535,000**
 - NOACA Grant: \$141,000

Pearl Road/Westwood Drive & Strongsville Middle School/Town Center Connectivity Enhancements

- In 2018, the City of Strongsville redesigned the intersections of Pearl Road & Westwood Drive, as well as the crosswalk in front of the new Strongsville Middle School to further enhance area connectivity and improved traffic flow
 - Pearl Road/Westwood Drive Intersection
 - New Crosswalk
 - Countdown Pedestrian Signal
 - Optimize Signal Timing for Pedestrians
 - Strongsville Middle School/Town Center
 - ADA Curb Ramps
 - Countdown Pedestrian Signal
 - Optimize Signal Timing for Pedestrians
- **Project Cost for both Intersections: \$420,000**
 - NOACA Grant: \$100,000

Westwood Commons Redevelopment

- Through a public-private partnership, underutilized/blighted retail parcels within the Strongsville Town Center were redeveloped into Class A retail space, opening in 2018 and featuring new community staples such as Square 22, Mitchell's Ice Cream, the Strong House Office Building, and more
 - The City of Strongsville participated in the redevelopment through the use of tax incremental financing (TIF) for eligible site work
- **Private Sector Investment: \$6 million**

Strongsville Police Headquarters & City Council Chambers Renovations/Expansion

- Opened in October 2010, the renovated Strongsville Police Headquarters & City Council Chambers was expanded from 18,656 square feet to 59,000 square feet
 - Project included:
 - Renovated Police Department Headquarters
 - Renovated City Council Chambers
 - New jail, an evidence storage room, and firing range
- **Project Cost: \$13 million**

Southwest Regional Dispatch Center

- In March 2014, the City of Strongsville established the Southwest Regional Dispatch Center, a state-of-the-art 911 emergency operations center that offers advanced equipment and expert dispatching services for the region
 - The City of Strongsville operates the Regional Dispatch Center within the Strongsville Town Center, partnering with:
 - City of North Royalton
 - City of Brook Park
 - City of Berea
 - City of Middleburg Heights
 - Olmsted Township
 - City of Olmsted Falls

Strongsville Emergency Food Bank

- In 2015, the new Strongsville Emergency Food Bank building was opened within the Strongsville Town Center
 - Public Private Partnership between the City of Strongsville and the Rotary Club of Strongsville
 - Construction of a new 1,955 square foot food bank facility with funds raised by the Rotary Club of Strongsville and the land donated by the City of Strongsville
- **Project Cost (including in-kind donations): \$500,000**

Strongsville Town Center Tennis Court & Pickleball Court Resurfacing

- In 2021, the City of Strongsville resurfaced all four tennis courts within the Strongsville Town Center
 - The courts were relined to also accommodate pickleball
- **Project Cost: \$40,000**

Strongsville Town Center Clock Tower Restoration

- In 2021, the City of Strongsville fully restored the Strongsville Town Center Clock Tower including structure repair, new brick mortar, painting, and light installation
- **Project Cost: \$298,531**

Castletown Playground Restoration

- In 2021, Castletown Playground, a heavily used amenity located in the heart of the Strongsville Town Center, was repaired and restained extending the life of the popular playground
 - Public Private Partnership with volunteers from Chick Fila
- **Project Cost (including value of in-kind donations): \$10,000**

Old Town Hall Restoration

- In 2021, the City of Strongsville repainted the exterior of the Old Town Hall building
- **Project Cost: \$42,000**

City Commons/Freedom Trail Lighting Upgrades

- Throughout the last several years, the City of Strongsville has completed a restoration of the City Commons lighting system, including new light poles around the City Commons, extension of lighting to the Freedom Trail, and conversion of area lights to LED
- **Project Cost: \$40,000**

Strongsville Town Center Branding

- The City of Strongsville continues to focus on the branding of the Strongsville Town Center with enhanced signage and a uniform stamped concrete theme in public spaces

Strongsville Safety Town

- In 2008 the Rotary Club of Strongsville constructed a new Strongsville Safety Town designed to teach area children important lessons before entering preschool
- Donations for Strongsville Safety Town are ongoing with the Strongsville Women's League donating pedal kettcars in 2013 and the Rotary Club continuing to volunteer for structural repairs/painting



RQ#: _____

Independent Contractor/Worker Acknowledgment

In accordance with requirements from the Ohio Public Employees Retirement System (OPERS), Cuyahoga County is required to obtain an acknowledgment of Independent Contractor Status.

A "Business Entity" means an entity with five or more employees that is a corporation, association, firm, limited liability company, partnership, sole proprietorship, or other entity engaged in business. All individuals employed by the business entity who provide personal services to the public employer are not public employees for purposes of this purchase/contract. Cuyahoga County does not consider the individual/business employee/s a public employee and no contributions will be made to the public employee's retirement system for the services. (O.R.C. 145.036, 145.037).

Company Name (*Please print formal business name clearly*): City of Strongsville

- The above company is defined as a Business Entity as described above (O.R.C 145.037)
- If the above company is NOT defined as a Business Entity as described above (O.R.C 145.037),
Then please complete the attached Independent Contractor form.

Signature: _____

Name (*Please print clearly*): Eric Dean, Director of Finance

Date: _____

(OPD 04-03-17)

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 121

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE ACCEPTANCE OF FUNDS UNDER THE ONEOHIO MEMORANDUM OF UNDERSTANDING, CONSISTENT WITH THE TERMS OF THE JULY 21, 2021 NATIONAL OPIOID SETTLEMENT AGREEMENT IN CONNECTION WITH THE OPIOID LITIGATION, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2018-033, this Council authorized the Mayor and Law Director to enter into a Special Counsel Agreement for professional legal services related to opioid litigation; and

WHEREAS, by and through Resolution No. 2020-039, Council authorized the Mayor and Law Director to enter into a *OneOhio Memorandum of Understanding* with the State of Ohio and local governments for the purpose of collaboratively seeking resolution of the opioid litigation; and

WHEREAS, further, by and through Resolution No. 2021-108, Council consented to the Proposed Settlement of the opioid litigation on behalf of the City of Strongsville, pursuant to the terms of such Memorandum of Understanding, and consistent with the terms of the July 21, 2021 National Opioid Settlement Agreement; and

WHEREAS, at this time, the State of Ohio is delivering to eligible local governments the first payment of funds from the OneOhio settlement with the opioid distributors, and all participating local governments and entities will receive direct payments on a rolling basis to help abate the opioid epidemic; and

WHEREAS, the City of Strongsville desires to accept any and all such payments and/or distributions.

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

Section 1. That this Council hereby approves the acceptance of any and all payments and funds as a result of the City's participation in the OneOhio Memorandum of Understanding, and consistent with the terms of the July 21, 2021 National Opioid Settlement Agreement.

Section 2. That this Council further hereby authorizes the Mayor, Director of Finance and any other appropriate officers of the City to provide, execute, and deliver certifications, assurances and such other information as may be required in connection therewith.

Section 3. That the funds to be utilized for these purposes, consistent with the *Opioid Litigation settlement*, shall be placed into and expended out of the OneOhio Settlement Fund.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 121
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 immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to be eligible to receive funds as a result of the settlement of the opioid litigation, and to accept such funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

Ord. No. 2022-121 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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