



City of Strongsville

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

July 23, 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 (As Amended)

The following meeting has been scheduled by Council for **Monday, July 27, 2026**, to be held in **Council Room** at the Mike Kalinich Sr. City Council Chamber, **18688 Royalton Road**:

6:00 P.M. **Special Council Meeting** for the purpose to consider Ordinance Nos. 2026-055, 2026-056, 2026-073, 2026-074, 2026-077, 2026-078, 2026-079 and Resolution Nos. 2026-072, 2026-075, 2026-076, and 2026-080.

ADD ON: Ordinance No. 2025-132.

Any other matters which may properly come before this Municipal Body may also be discussed and appropriate action taken.

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council

AGENDA FOR THE STRONGSVILLE CITY COUNCIL SPECIAL MEETING

MONDAY, JULY 27, 2026 AT 6:00 P.M. (As Amended)

1. CALL TO ORDER:
 2. PLEDGE OF ALLEGIANCE:
 3. CERTIFICATION OF POSTING:
 4. ROLL CALL:
 5. COMMENTS ON MINUTES:
 - *Regular Council Meeting – June 15, 2026*
 - *Special Meeting – July 6, 2026*
 6. ORDINANCES AND RESOLUTIONS:
 - Ordinance No. 2026-055 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING ORDINANCE NO. 2007-215 TO REMOVE A PARCEL OF REAL PROPERTY FROM AN EXISTING TAX INCREMENT FINANCING EXEMPTION PROVIDED FOR IN ORDINANCE NO. 2007-215, AND DECLARING AN EMERGENCY. *First reading 05-18-26. Second reading 06-01-26.*
 - Ordinance No. 2026-056 by Mayor Perciak and All Members of Council. AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNER OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING SOUTHPARK MALL HOTEL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY. *First reading 05-18-26. Second reading 06-01-26.*
- ADD ON:**
- Ordinance No. 2025-132 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 252.01 OF TITLE SIX OF PART TWO-ADMINISTRATION CODE, IN ORDER TO ESTABLISH THE MAXIMUM NUMBER OF MEMBERS IN EACH RANK IN THE FIRE DEPARTMENT, AND DECLARING AN EMERGENCY. *First reading 11-17-25. Second reading 12-01-25.* (As Amended)

- Resolution No. 2026-072 by Mayor Perciak and All Members of Council. A RESOLUTION SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF AN ADDITIONAL 1.0-MILL TAX LEVY FOR THE PURPOSE OF PROVIDING AND MAINTAINING FIRE APPARATUS, MECHANICAL RESUSCITATORS, OR OTHER FIRE EQUIPMENT AND APPLIANCES, BUILDINGS AND SITES THEREFOR, OR SOURCES OF WATER SUPPLY AND MATERIALS THEREFOR, FOR THE ESTABLISHMENT AND MAINTENANCE OF LINES OF FIRE-ALARM COMMUNICATIONS, FOR THE PAYMENT OF FIREFIGHTING COMPANIES OR PERMANENT FIREFIGHTING, EMERGENCY MEDICAL SERVICE, OR ADMINISTRATIVE PERSONNEL TO OPERATE THE SAME, INCLUDING THE PAYMENT OF ANY EMPLOYER CONTRIBUTIONS REQUIRED FOR SUCH PERSONNEL UNDER SECTION 145.48 OR 724.34 OF THE REVISED CODE, FOR THE PURCHASE OF AMBULANCE EQUIPMENT, FOR THE PROVISION OF AMBULANCE, PARAMEDIC, OR OTHER EMERGENCY MEDICAL SERVICES OPERATED BY A FIRE DEPARTMENT OR FIREFIGHTING COMPANY, OR FOR THE PAYMENT OF OTHER RELATED COSTS, PURSUANT TO SECTION 5705.19(I) OF THE REVISED CODE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-073 by Mayor Perciak and All Members of Council. AN ORDINANCE DEDICATING TO PUBLIC USE CERTAIN LANDS AND PUBLIC UTILITIES CONSTRUCTED WITHIN FOLTZ PARKWAY EXTENSION PHASE II SUBDIVISION; AUTHORIZING AND DIRECTING THE ACTS REQUIRED IN FURTHERANCE THEREOF, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-074 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT GRANT/LOAN AGREEMENT WITH THE STATE OF OHIO, THROUGH THE OHIO PUBLIC WORKS COMMISSION FOR ISSUE 1 FINANCIAL ASSISTANCE IN CONNECTION WITH THE ALBION ROAD AND PROSPECT ROAD (SR 237) INTERSECTION IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY.
- Resolution No. 2026-075 by Mayor Perciak and All Members of Council. A RESOLUTION DECLARING THE OFFICIAL INTENT AND REASONABLE EXPECTATION OF THE CITY OF STRONGSVILLE ON BEHALF OF THE STATE OF OHIO AS THE BORROWER TO REIMBURSE ITS GENERAL CAPITAL IMPROVEMENT FUND FOR THE ALBION ROAD AND PROSPECT ROAD (SR 237) INTERSECTION IMPROVEMENTS PROJECT (OPWC PROJECT NOS. CA04AD & CA05AD) WITH THE PROCEEDS OF TAX-EXEMPT DEBT OF THE STATE OF OHIO, AND DECLARING AN EMERGENCY.
- Resolution No. 2026-076 by Mayor Perciak and All Members of Council. A RESOLUTION APPROVING AN AMENDED FINAL DEVELOPMENT PLAN FOR SOUTHPARK MALL TO PERMIT DEVELOPMENT OF A PROPOSED 75,000 SQUARE FOOT HAMPTON INN/HOME 2 SUITES HOTEL; AND DECLARING AN EMERGENCY.

- Ordinance No. 2026-077 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE OFFICE OF CRIMINAL JUSTICE SERVICES, DIVISION OF THE OHIO DEPARTMENT OF PUBLIC SAFETY, IN CONNECTION WITH FUNDS AVAILABLE THROUGH THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES, FOR REIMBURSEMENT OF FUNDS EXPENDED BY THE CITY OF STRONGSVILLE POLICE DEPARTMENT FOR THE USE OF FORCE/DE-ESCALATION TRAINING ROOM EQUIPMENT PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-078 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF A CERTAIN CONFISCATED AND/OR FORFEITED VEHICLE SEIZED THROUGH CITY OF STRONGSVILLE POLICE DEPARTMENT CRIMINAL INVESTIGATION AND NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-079 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN CONFISCATED AND/OR FORFEITED VEHICLES SEIZED THROUGH CITY OF STRONGSVILLE POLICE DEPARTMENT CRIMINAL INVESTIGATIONS AND NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.
- Resolution No. 2026-080 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING A DONATION OF EQUIPMENT FROM THE STRONGSVILLE CITY CLUB TO BE USED AT THE WOODSHOP LOCATED AT THE CITY OF STRONGSVILLE WALTER F. EHRLFELT RECREATION & SENIOR CENTER.

7. COMMUNICATIONS, PETITIONS AND CLAIMS:

- *Application for Permit: TRFO – D-5 To: 1985 Management, LLC (Deano's Trattoria); 16601-05 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 08/09/2026 – Clerk submitted letter to the Division of Liquor Control requesting extension of time due to Council recess).*

8. MISCELLANEOUS BUSINESS:

- *Council approval of delegate list for Annual Meeting of Southwest General Health District.*

9. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 055

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING ORDINANCE NO. 2007-215 TO REMOVE A PARCEL OF REAL PROPERTY FROM AN EXISTING TAX INCREMENT FINANCING EXEMPTION PROVIDED FOR IN ORDINANCE NO. 2007-215, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville, Ohio (the “City”) previously passed Ordinance No. 2007-215 (the “Original TIF Ordinance”) which (a) described public improvements to be made which directly benefit certain parcels, (b) declared Improvements (as defined in Revised Code Section 5709.40) with respect to such parcels of real property located in the City to be a public purpose (the “TIF Property”), (c) authorized the exemption of 100% of the value of those Improvements from real property taxation for a period of 30 years, (d) provided for the making of service payments in lieu of taxes by the owners of the TIF Property, and (e) established a municipal public improvement tax increment fund into which such service payments shall be deposited; and

WHEREAS, the real property currently identified as Permanent Parcel No. 396-24-019 (which was previously a part of Permanent Parcel No. 396-22-001) in the records of the Cuyahoga County Fiscal Office (the “Removed Parcel”) comprised a portion of the TIF Property at the time that Original TIF Ordinance was passed by this Council; and

WHEREAS, to assist in the potential development of a portion of the property included in SouthPark Mall area that is currently being used as a surface parking lot, this Council desires to remove the Removed Parcel from the exemption provided for in the Original TIF Ordinance; and

WHEREAS, this Council finds and determines that it is necessary and in the best interest of the City to amend the Original TIF Ordinance to remove the Removed Parcel from the TIF Property exemption under the Original TIF Ordinance.

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

Section 1. That the Original TIF Ordinance is hereby amended to remove the property now known as Permanent Parcel No. 396-24-019 from the tax increment financing exemption provided in the Original TIF Ordinance. A map depicting the Removed Parcel to be removed from the Original TIF Ordinance is attached as *Exhibit A*. The City Law Director or any other officer, official or employee of the City is hereby directed to notify the Ohio Department of Development that such exemption has been terminated on that parcel as of the effective date of this Ordinance. All of the remaining properties subject to the exemption provided in the Original TIF Ordinance shall continue as set forth in the Original TIF Ordinance and shall not be impacted by the provisions of this Ordinance.

Section 2. That the action of this Council in amending the Original TIF Ordinance and terminating the tax increment financing exemption with respect to the Removed Parcel shall not

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2026 – 055
PAGE 2

prevent this Council from granting a subsequent exemption from real property taxation concerning the Removed Parcel at any time in the future.

Section 3. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to expedite beneficial development in the City, including the Removed Parcel; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

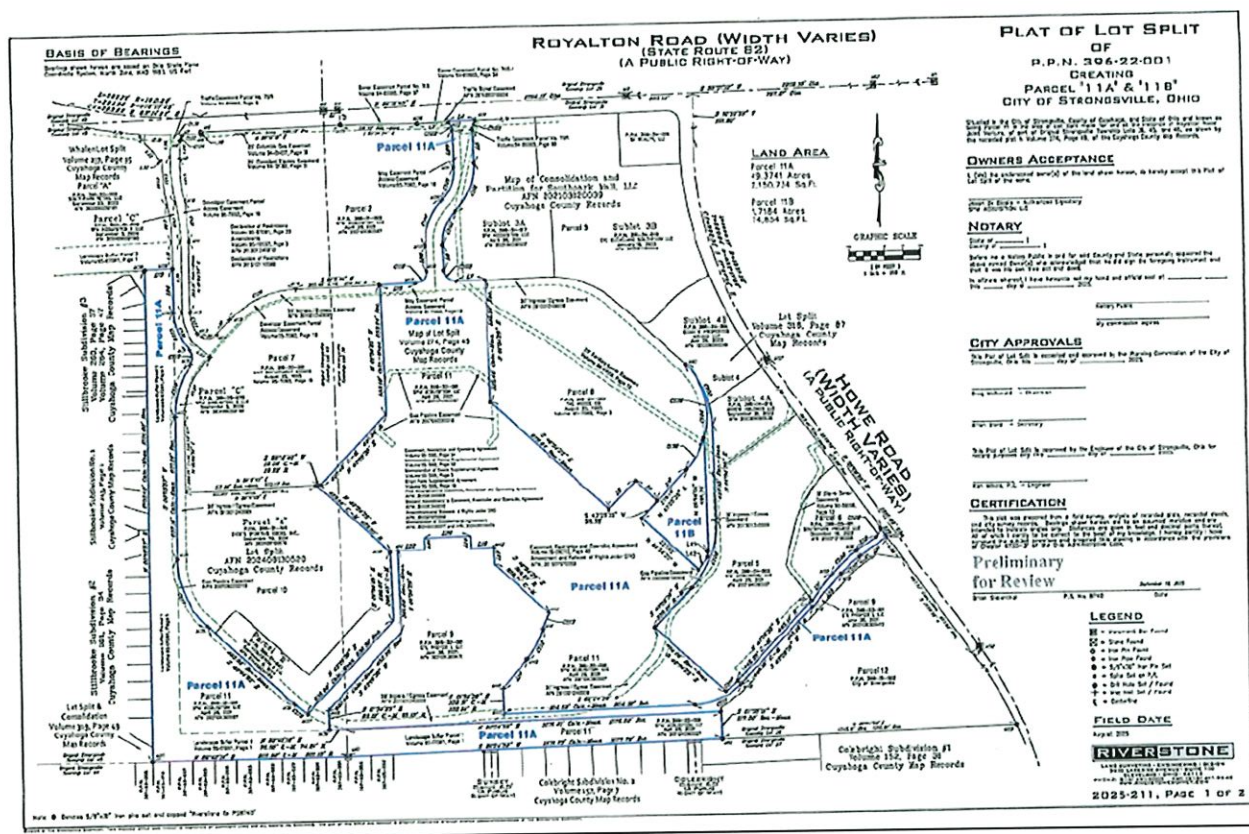
Attest: _____
Acting Clerk of Council

Ord. No. 2026-055 Amended: _____
1st Rdg. 05-18-26 Ref: Finance
2nd Rdg. 06-01-26 Ref: Finance
3rd Rdg. _____ Ref: _____

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

EXHIBIT A

Map of Removed Parcel



The Removed Parcel is depicted on the map above as "Parcel 11B," which is Permanent Parcel No. 396-24-019 (which was previously a part of Permanent Parcel No. 396-22-001).

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 056

By: Mayor Perciak and All Members of Council

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

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

WHEREAS, Howe Mustang, LLC, an Ohio limited liability company (the “Developer”), intend to improve, develop, and redevelop a portion of the existing SouthPark Mall property in the City (the “Property”) and currently known as Permanent Parcel Number 396-24-019 in the records of the Cuyahoga County Fiscal Office (as such parcel may be consolidated or split, the “Project Site”) and as more particularly described in the attached *Exhibit A*; and

WHEREAS, the Developer has agreed to improve the Project Site by (i) constructing an approximately 77,000 square-foot, four-story, 132-key hotel, and performing certain demolition, grading, and other related site work on the Project Site, and (ii) constructing the necessary public infrastructure improvements which include the construction, relocation, expansion and installation utilities, sanitary sewer and water system improvements, storm water retention and flood remediation, the provision of gas, electric and communication service facilities, off-street parking facilities, land acquisition, demolition and site preparation, as well as certain streetscape, lighting, street and sidewalk improvements as further described in more detail on the attached *Exhibit C* (the “Project Site Public Infrastructure Improvements”), that once made will directly benefit the Property, the City, its residents, and the general public, and will aid industry and commerce in the City (as described on the attached *Exhibit B*, collectively, the “Project”); and

WHEREAS, the Developer shall pay for and construct the Project Site Public Infrastructure Improvements with its own funds; and

WHEREAS, to improve the flow of traffic in and around the Project Site, this Council may cause the construction of one or more of the public improvements described as “City Public

Improvements” in the attached *Exhibit C* (the “City Public Infrastructure Improvements” and, together with the Project Site Public Infrastructure Improvements, the “Public Infrastructure Improvements”), that once made will directly benefit the Property, the City, its residents, and the general public; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Property pursuant to Revised Code Section 5709.42 (the “Service Payments”) to (i) pay certain expenses related to the Project, (ii) reimburse the Developer for all or a portion of the costs of the construction of the Project Site Public Infrastructure Improvements, and (iii) pay costs of the City Public Infrastructure Improvements; and

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

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

Section 1. That the Public Infrastructure Improvements described in the attached *Exhibit C*, if made or caused to be made, are hereby designated as those Public Infrastructure Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety, and welfare of the City and its residents, and will aid industry and commerce in the City.

Section 2. That pursuant to and in accordance with the provisions of Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is referred to in this Ordinance as the “Improvement” or “Improvements” as defined in Revised Code Section 5709.40) is a public purpose, and 100% of the Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing in the tax year in which the Cuyahoga County Fiscal Officer determines the increase in value with respect to the Improvements for each such parcel (and if any parcels are consolidated, the resulting consolidated parcel) meets or exceeds \$100,000 in true value; and ending on the earlier of (a) the date the Improvements have been exempted from taxation for a period of 30 years or (b) the date on which the City has collected into the Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Strongsville City School District and the Polaris Joint Vocational School District in the amount of the taxes that would have been payable to both the Strongsville City School District and the Polaris Joint Vocational School District if the Improvements had not been exempted from taxation.

Section 3. That as provided in Revised Code Section 5709.42, the owner or owners of the Improvements are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments,

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

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

- (a) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Project Site Public Infrastructure Improvements, including out-of-pocket expenses incurred by the City in connection with the Project (including the fees and expenses of special counsel to the City), and to reimburse the Developer or its successors or assigns, for all or a portion of the monies used to pay such costs of the Project Site Public Infrastructure Improvements as agreed upon between the City and the Developer, and
- (b) after the payment of the items described in item (a) above and the reimbursement to Developer with respect to item (a) above, for the use by the City for other City Public Infrastructure Improvements that directly benefit the Property.

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

Section 5. That pursuant to Revised Code Section 5709.40, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of Development of the State of Ohio within 15 days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Department of Development of the State of Ohio the status report required under Revised Code Section 5709.40.

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

Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to cause the development of the Project to foster economic development which will create jobs and employment opportunities and improve the economic welfare of the people of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

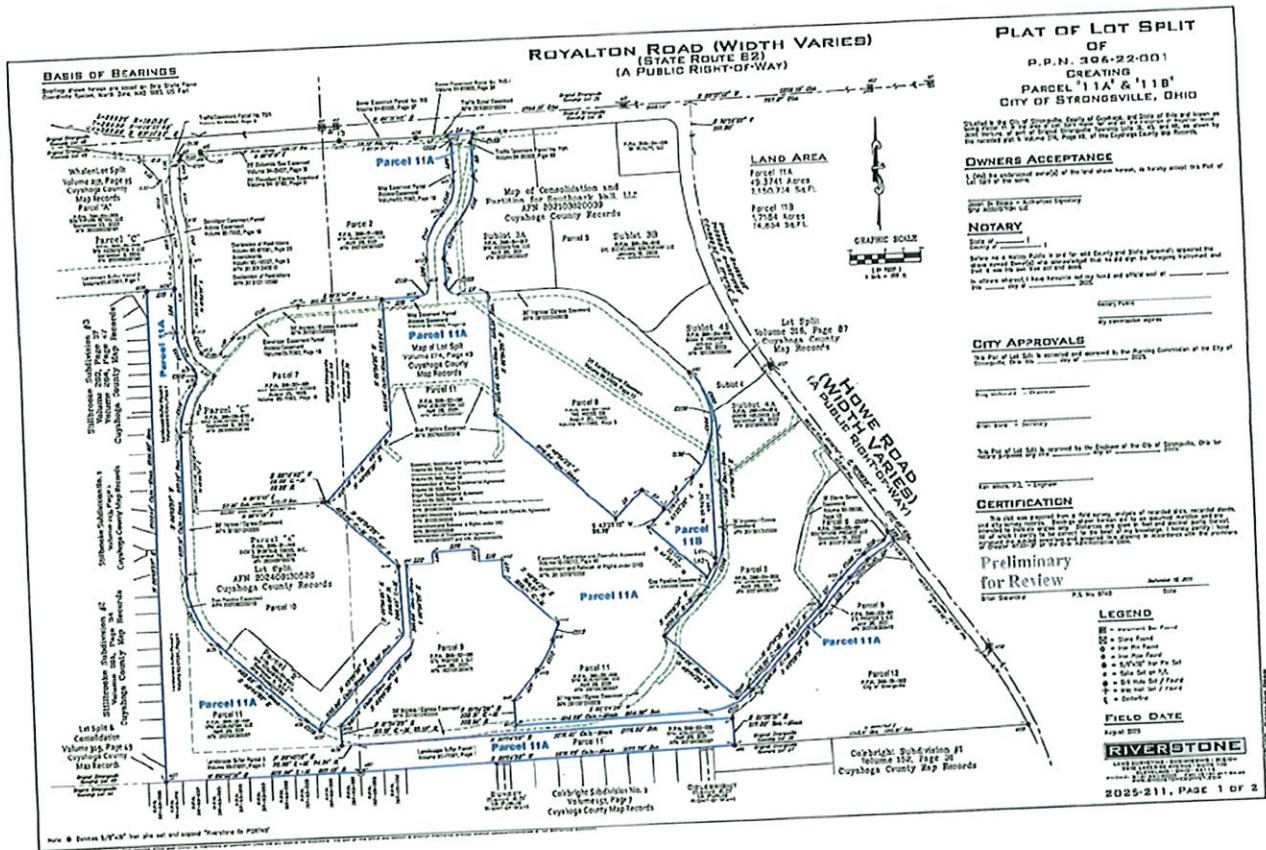
Attest: _____
Acting Clerk of Council

Ord. No. 2026-056 Amended: _____
1st Rdg. 05-18-26 Ref: Finance
2nd Rdg. 06-01-26 Ref: Finance
3rd Rdg. _____ Ref: _____

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

EXHIBIT A

THE PROPERTY



The Property is depicted on the map above as "Parcel 11B," which is Permanent Parcel No. 396-24-019 (which was previously a part of Permanent Parcel No. 396-22-001).

EXHIBIT B

DEVELOPER IMPROVEMENTS

Howe Mustang, LLC, an Ohio limited liability company (the "Developer"), proposes to construct an approximately 77,000 square-foot, four-story, 132-key hotel on approximately 1.7 acres of property located near the northeast corner of Howe Road and Royalton Road in the City of Strongsville, Ohio, and generally on the site of the SouthPark Mall (the "Project Site"). The project will include approximately 132 guest rooms, a fitness room, indoor swimming pool, lobby and meeting rooms, 77 outdoor parking spaces, along with all related site improvements and landscaping.

All of the above-referenced improvements will require extensive upgrades to the existing infrastructure on the Project Site, which are inadequate to service the project. Developer intends to install new utility connections, storm water management systems, construct sanitary sewer and water system improvements, off-street parking facilities, demolition and site preparation, landscaping, lighting, and streetscape and sidewalk improvements.

Developer expects to start construction of the Developer Improvements in September 2026 and the anticipated duration of construction of the Developer Improvements is approximately 16 months.

Attached is a site plan which depicts the proposed development upon completion.

EXHIBIT C
PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of:

(a) Project Site Public Infrastructure Improvements

TIF Funding Estimates SOUTHPARK MALL HOTEL Preliminary Cost Estimates as of 4/27/26				
Category	Description	Quantity	Unit	Total
"Demolition and Environmental Remediation"	Phase 1 Study & Testing	1	Ea	1,950
	Soil Testing - Geotech	1	Ea	12,900
	Demolition of Existing Conditions	1	Ea	30,000
	Erosion Control	2	Acres	2,800
	Site Work (excavation, fills, grading)	1	LS	300,000
	Subtotal			\$ 350,450
"water and sewer lines" "stormwater and flood remediation projects necessary for economic development"	Relocate Existing Utilities	1	LS	50,000
	Hydrants	3	EA	10,000
	Water Main (incl tees, fittings, reducers)	1	LS	175,000
	Utilities (storm/sanitary sewer, underdrains, trenching & conduits)	1	LS	611,000
	Subtotal			\$ 866,000
Public Roads and right of ways/easements	Ring Road Work	1	LS	65,000
	Concrete - Roads/Sidewalks	1	LS	350,000
	Mall Parking Lot Improvements	1	LS	85,000
	Landscaping	1	LS	150,000
	Lighting	1	LS	125,000
	Subtotal			\$ 775,000
Planning, Engineering, Professional Fees, and Soft Costs	Civil Engineering	1	Ea	35,000
	Architectural & Engineering	1	LS	475,000
	Surveying & Plat Consolidation	1	Ea	5,500
	Traffic Study	1	Ea	15,000
	Legal Fees	1	LS	150,000
	Insurance	1	LS	75,000
	Interest Expense (@ 7.5%, 16 months)	1	LS	250,000
	Contingency / General Conditions	1	LS	350,000
	Financing Costs	1	LS	406,000
	Subtotal			\$ 1,761,500
	OVERALL TOTAL			\$ 3,752,950

(b) City Public Infrastructure Improvements. The City Public Infrastructure Improvements further include the construction of or improvements to any other public streets (including but not limited to Southpark Center Road, Howe Road, Royalton Road, Shurmer Road, and Pearl Road), utilities, and public facilities in and around the Project Site or directly benefiting or serving the Project Site, including but not limited to traffic signalization, curbs, sidewalks, lighting, streetscapes, and water and sanitary sewer improvements.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 132

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTION 252.01 OF TITLE SIX OF PART TWO-ADMINISTRATION CODE, IN ORDER TO ESTABLISH THE MAXIMUM NUMBER OF MEMBERS IN EACH RANK IN THE FIRE DEPARTMENT, AND DECLARING AN EMERGENCY, **AS AMENDED**.

WHEREAS, Section 252.01(a) of the Codified Ordinances of the City of Strongsville establishes the membership of the uniformed ranks of the Fire Department; and

WHEREAS, Section 252.01(b) of the Codified Ordinances of the City of Strongsville provides that the **maximum** number of members of each rank of officer in the Fire Department shall be as authorized by Council; and

WHEREAS, this Council has determined that as a result of **the anticipated opening of the new fire station City budgetary constraints, anticipated 2026 revenues**, and recent retirements from the Fire Department, it would be in the City's best interests to **revise the maximum number of certain decrease the number of Assistant Chief** positions in the Fire Department.

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

Section 1. That Section 252.01 of Chapter 252 of Title Six of Part Two-Administration Code of the City of Strongsville, be and is hereby amended to read in its entirety as follows:

252.01 ESTABLISHMENT; COMPOSTION.

(a) Pursuant to Section 252.01(b), Council hereby establishes the maximum number of members of each rank of officer in the Fire Department as follows:

Rank	Maximum Number
Chief	1
Assistant Chief	2 + 2
Captain	5
Lieutenant	1316*
Firefighter	4756**

* This number shall include any lieutenant(s) designated as lieutenant paramedic.

** This number shall include any firefighter(s) designated as firefighter-paramedic.

~~(Ord. 2020-162. Passed 11-16-20.)~~

(b) Within the rank of firefighter shall be the special position of firefighter-paramedic. Within the rank of lieutenant shall be the special position lieutenant-paramedic. The maximum number of members in each rank shall be as authorized by Council from time to time.

(c) In addition to the maximum number of Firefighters provided in Section (a), when there is a known vacancy for a position as a Firefighter to occur on a date certain in the future, the Appointing Authority may hire an

additional Firefighter above the maximum number set out in Section (a) for a period not to exceed six (6) months before the known vacancy date for that position, in order to insure that the Firefighter obtains the necessary training and certifications to be able to properly perform the Firefighter's duties when that Firefighter permanently fills the vacant position.

(d) When by collective bargaining agreement rates of compensation are established within a rank for classes within the rank based upon time in service, such compensation classes shall not constitute a special position within rank and promotional examination shall not be required to progress from one compensation class to the next.
(Ord. 2023-102. Passed 7-3-23.)

Section 2. That the amendment to Section 252.01(a) of Chapter 252 of Title Six of Part Two-Administration Code of the City of Strongsville shall be effective **on the date of passage of this Ordinance as of January 21, 2026.**

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Fire Levy Fund and Fire Pension 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 necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is necessary to provide for continuity in the operation of the Fire Department, **in light of the anticipated opening of the new fire station.** Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2025 - 132
Page 3

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2025-132 Amended: _____
1st Rdg. 11-17-25 Ref: PS + H
2nd Rdg. 12-01-25 Ref: PS + H
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 132

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTION 252.01 OF TITLE SIX OF PART TWO-ADMINISTRATION CODE, IN ORDER TO ESTABLISH THE MAXIMUM NUMBER OF MEMBERS IN EACH RANK IN THE FIRE DEPARTMENT, AND DECLARING AN EMERGENCY.

WHEREAS, Section 252.01(a) of the Codified Ordinances of the City of Strongsville establishes the membership of the uniformed ranks of the Fire Department; and

WHEREAS, Section 252.01(b) of the Codified Ordinances of the City of Strongsville provides that the number of members of each rank of officer in the Fire Department shall be as authorized by Council; and

WHEREAS, this Council has determined that as a result of City budgetary constraints, anticipated 2026 revenues, and recent retirements from the Fire Department, it would be in the City's best interests to decrease the number of Assistant Chief positions in the Fire Department.

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

Section 1. That Section 252.01 of Chapter 252 of Title Six of Part Two-Administration Code of the City of Strongsville, be and is hereby amended to read in its entirety as follows:

252.01 ESTABLISHMENT; COMPOSTION.

(a) Pursuant to Section 252.01(b), Council hereby establishes the maximum number of members of each rank of officer in the Fire Department as follows:

Rank	Maximum Number
Chief	1
Assistant Chief	21
Captain	5
Lieutenant	13*
Firefighter	47**

* This number shall include any lieutenant(s) designated as lieutenant paramedic.

** This number shall include any firefighter(s) designated as firefighter-paramedic.

~~(Ord. 2020-162. Passed 11-16-20.)~~

(b) Within the rank of firefighter shall be the special position of firefighter- paramedic. Within the rank of lieutenant shall be the special position lieutenant-paramedic. The maximum number of members in each rank shall be as authorized by Council from time to time.

(c) In addition to the maximum number of Firefighters provided in Section (a), when there is a known vacancy for a position as a Firefighter to occur on a date certain in the future, the Appointing Authority may hire an additional Firefighter above the maximum number set out in Section (a) for a period not to exceed six (6) months before the known vacancy date for that

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2025 – 132
Page 2

position, in order to insure that the Firefighter obtains the necessary training and certifications to be able to properly perform the Firefighter's duties when that Firefighter permanently fills the vacant position.

(d) When by collective bargaining agreement rates of compensation are established within a rank for classes within the rank based upon time in service, such compensation classes shall not constitute a special position within rank and promotional examination shall not be required to progress from one compensation class to the next.
(Ord. 2023-102. Passed 7-3-23.)

Section 2. That the amendment to Section 252.01(a) of Chapter 252 of Title Six of Part Two-Administration Code of the City of Strongsville shall be effective as of January 21, 2026.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Fire Levy Fund and Fire Pension 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 necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is necessary to provide for continuity in the operation of the Fire Department. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

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

Ord. No. 2025-132 Amended: _____
1st Rdg. 11-17-25 Ref: PS+H
2nd Rdg. 12-01-25 Ref: PS+H
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2026 – 072

BY: Mayor Perciak and All Members of Council

A RESOLUTION SUBMITTING TO THE ELECTORS OF THE CITY THE QUESTION OF AN ADDITIONAL 1.0-MILL TAX LEVY FOR THE PURPOSE OF PROVIDING AND MAINTAINING FIRE APPARATUS, MECHANICAL RESUSCITATORS, OR OTHER FIRE EQUIPMENT AND APPLIANCES, BUILDINGS AND SITES THEREFOR, OR SOURCES OF WATER SUPPLY AND MATERIALS THEREFOR, FOR THE ESTABLISHMENT AND MAINTENANCE OF LINES OF FIRE-ALARM COMMUNICATIONS, FOR THE PAYMENT OF FIREFIGHTING COMPANIES OR PERMANENT FIREFIGHTING, EMERGENCY MEDICAL SERVICE, OR ADMINISTRATIVE PERSONNEL TO OPERATE THE SAME, INCLUDING THE PAYMENT OF ANY EMPLOYER CONTRIBUTIONS REQUIRED FOR SUCH PERSONNEL UNDER SECTION 145.48 OR 724.34 OF THE REVISED CODE, FOR THE PURCHASE OF AMBULANCE EQUIPMENT, FOR THE PROVISION OF AMBULANCE, PARAMEDIC, OR OTHER EMERGENCY MEDICAL SERVICES OPERATED BY A FIRE DEPARTMENT OR FIREFIGHTING COMPANY, OR FOR THE PAYMENT OF OTHER RELATED COSTS, PURSUANT TO SECTION 5705.19(I) OF THE REVISED CODE, AND DECLARING AN EMERGENCY.

WHEREAS, on June 15, 2026, this Council adopted Resolution No. 2026-068 pursuant to Section 5705.03 of the Revised Code declaring it necessary to levy a 1.0-mill tax levy for the purpose of providing and maintaining fire apparatus, mechanical resuscitators, or other fire equipment and appliances, buildings and sites therefor, or sources of water supply and materials therefor, for the establishment and maintenance of lines of fire-alarm communications, for the payment of firefighting companies or permanent firefighting, emergency medical service, or administrative personnel to operate the same, including the payment of any employer contributions required for such personnel under Section 145.48 or 724.34 of the Revised Code, for the purchase of ambulance equipment, for the provision of ambulance, paramedic, or other emergency medical services operated by a fire department or firefighting company, or for the payment of other related costs, for a continuing period of time, and requesting the Cuyahoga County Fiscal Officer to certify the certifications set forth in Section 5705.03(B)(2), as applicable to the proposed additional 1.0-mill levy; and

WHEREAS, in accordance with that Resolution and Section 5705.03(B), on June 29, 2026, the Cuyahoga County Fiscal Officer certified (on DTE 140R) that (i) the property tax revenue that will be produced by the stated millage (1.0 mill), assuming the taxable value of the City remains constant throughout the life of the levy, is calculated to be \$2,295,968, (ii) the total taxable value of the City used in calculating the estimated property tax revenue is \$2,295,968,260 and (iii) the millage for the requested levy is 1.0 mill per \$1 of taxable value, which amounts to \$35 for each \$100,000 of the County Fiscal Officer's market value;

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2026 – 072
Page 2

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, OHIO, AT LEAST TWO-THIRDS (2/3) OF ALL MEMBERS ELECTED THERETO CONCURRING, THAT:

Section 1. Declaration of Necessity of Tax Levy. This Council finds, determines and declares that the amount of taxes that may be raised within the ten-mill limitation will be insufficient to provide for the necessary requirements of the City, and that it is necessary to levy, for a continuing period of time, an additional 1.0-mill ad valorem property tax outside of the ten-mill limitation for the purpose of providing and maintaining fire apparatus, mechanical resuscitators, or other fire equipment and appliances, buildings and sites therefor, or sources of water supply and materials therefor, for the establishment and maintenance of lines of fire-alarm communications, for the payment of firefighting companies or permanent firefighting, emergency medical service, or administrative personnel to operate the same, including the payment of any employer contributions required for such personnel under Section 145.48 or 724.34 of the Revised Code, for the purchase of ambulance equipment, for the provision of ambulance, paramedic, or other emergency medical services operated by a fire department or firefighting company, or for the payment of other related costs.

Section 2. County Fiscal Officer DTE 140R. In accordance with Resolution No. 2026-068 and Section 5705.03(B) of the Revised Code, on June 29, 2026, the Cuyahoga County Fiscal Officer certified (on DTE 140R) that (i) the property tax revenue that will be produced by the stated millage (1.0 mill), assuming the taxable value of the City remains constant throughout the life of the levy, is calculated to be \$2,295,968, (ii) the total taxable value of the City used in calculating the estimated property tax revenue is \$2,295,968,260 and (iii) the millage for the requested levy is 1.0 mill per \$1 of taxable value, which amounts to \$35 for each \$100,000 of the County Fiscal Officer's market value.

Section 3. Submission of Question of Tax Levy to the Electors. The question of an additional 1.0-mill ad valorem property tax levy outside the ten-mill limitation, for a continuing period of time, for the purpose of providing and maintaining fire apparatus, mechanical resuscitators, or other fire equipment and appliances, buildings and sites therefor, or sources of water supply and materials therefor, for the establishment and maintenance of lines of fire-alarm communications, for the payment of firefighting companies or permanent firefighting, emergency medical service, or administrative personnel to operate the same, including the payment of any employer contributions required for such personnel under Section 145.48 or 724.34 of the Revised Code, for the purchase of ambulance equipment, for the provision of ambulance, paramedic, or other emergency medical services operated by a fire department or firefighting company, or for the payment of other related costs, beginning with the tax list and duplicate for the year 2026, the proceeds of which levy first would be available to the City in calendar year 2027, shall be submitted under the provisions of Section 5705.19(I) of the Revised Code to the electors of the City at an election to be held therein on November 3, 2026, as authorized by law. That election shall be held at the regular places of voting in the City as established by the Cuyahoga County Board of Elections, or otherwise, within the times provided by law and shall be conducted, canvassed and certified in the manner provided by law.

Section 4. Delivery of Materials to Board of Elections. The Clerk of Council is directed to deliver or cause to be delivered (i) a certified copy of Resolution No. 2026-068 referred to in the first preamble to this Resolution, (ii) the certificate (on DTE 140R) of the Cuyahoga County Fiscal Officer referred to in the second preamble to this Resolution and in Section 2 and (iii) a certified copy

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2026 – 072
Page 3

of this Resolution, to the Cuyahoga County Board of Elections before the close of business on Wednesday, August 5, 2026.

Section 5. Ballot Form and Notice of Election. The Clerk of Council, and other City officials, as appropriate, are authorized and directed to cooperate with the Cuyahoga County Board of Elections, as requested, in the preparation of appropriate forms of ballot and notice of election, and the publication and other dissemination of the notice of election, as provided by law.

Section 6. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council or committees, and that all deliberations of this Council and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law.

Section 7. Captions and Headings. The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 8. Declaration of Emergency; Effective Date. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this Resolution is required to be immediately effective so that it, together with other necessary materials, can be timely filed with the Cuyahoga County Board of Elections in order that the question of an additional 1.0-mill tax levy for the purpose stated in Section 1 may be submitted to the electors at an election on November 3, 2026; wherefore, this Resolution shall be in full force and effect immediately upon its adoption and approval by the Mayor.

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Acting Clerk of Council

Res.
Ord. No. 2026-072 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 073

By: Mayor Perciak and All Members of Council

AN ORDINANCE DEDICATING TO PUBLIC USE CERTAIN LANDS AND PUBLIC UTILITIES CONSTRUCTED WITHIN FOLTZ PARKWAY EXTENSION PHASE II SUBDIVISION; AUTHORIZING AND DIRECTING THE ACTS REQUIRED IN FURTHERANCE THEREOF, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville owns approximately 140 acres of land located in the Foltz Parkway north of Boston Road and east of Marks Road; and

WHEREAS, the City purchased said property for use as public parks and open recreation area, for possible municipal buildings, and for the purpose of future development to create and preserve jobs and economic opportunities, and to improve the economic welfare of the people of the City of Strongsville and the State of Ohio; and

WHEREAS, as part of Foltz Parkway Extension Phase II Subdivision, the City has extended Foltz Parkway as shown on the "Subdivision Plat" attached hereto and marked as Exhibit A, and has constructed certain public utilities, public sanitary and storm sewers, and appurtenances constructed above and beneath the surface of the ground within the aforesaid lands (the "Public Improvements") as shown in the improvements plans for said Subdivision approved by and on file with the City Engineer (hereinafter referred to as "Improvement Plans"); and

WHEREAS, the City now desires to dedicate to public use the extension of Foltz Parkway, Phase II, along with certain of the Public Improvements;

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

Section 1. That Council hereby dedicates to public use the Foltz Parkway Extension Phase II Subdivision, along with all of the Public Improvements constructed above and beneath the surface of the ground within the aforesaid right-of-way of the Foltz Parkway Extension Phase II, all as shown on the Improvement Plans, except private storm and sanitary sewers, utilities, and appurtenances which do not serve the general public.

Section 2. That the Clerk of Council be and is hereby authorized and directed to execute the acceptance and dedication on the Subdivision Plat, a copy of which is attached hereto as Exhibit A, upon determination that the City is in receipt of the required bonds or deposits, and to pay the fees to effect recording with the Cuyahoga County Fiscal Officer.

Section 3. That the City Engineer be and is hereby authorized and directed to cause said Subdivision Plat to be filed for record with the Cuyahoga County Fiscal Officer as provided by law, upon the Engineer's determination that all lands dedicated to public use shown on the Subdivision Plat to be good in the name of the City of Strongsville, free and clear of any easements, taxes, liens, assessments, or other encumbrances of any kind, and that any and all required bonds and deposits have been submitted and approved.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2026 – 073
Page 2

Section 4. That this Council further directs that such sums as shall be required to pay existing taxes, liens, or other assessments which are a lien upon any of the lands to be dedicated in this Subdivision shall be paid by the City of Strongsville before the evidence of dedication to public use is entered upon the Subdivision Plat.

Section 5. That any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund.

Section 6. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of 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 7. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land and dedicate to public use certain lands within the Foltz Parkway Extension Phase II Subdivision. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

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

Attest: _____
Acting Clerk of Council

Ord. No. 2026-073 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

REFERENCES USED

LOT SPLIT MAP & ADJUNCTION MAP FOR STI PROPERTIES, INC. PLAT VOL. 296 PG. 30

FOLTZ INDUSTRIAL PARKWAY SUBDIVISION PLAT PLAT VOL. 333 PG. 39

LOT SPLIT MAP FOR CITY OF STRONGSVILLE PLAT VOL. 341 PG. 20

FOLTZ INDUSTRIAL PARKWAY SUBDIVISION PLAT (PART OF PARCEL 2) PLAT VOL. 345 PG. 1

LOT SPLIT MAP FOR CITY OF STRONGSVILLE PLAT VOL. 353 PG. 84

CONSERVATION EASEMENT PLAT EXHIBIT A PLAT VOL. 363 PG. 48

PLAT OF SUBDIVISION MADE FOR AND AT THE INSTANCE OF FLORENCE S. VENTRESCA PLAT VOL. 378 PG. 77

LOT SPLIT OF RESIDUAL PARCEL D APN. 20191070346

RESIDUAL PARCEL D LOT SPLIT FOR CITY OF STRONGSVILLE PLAT 20191070346 139.9287 ACRES

PARCEL 394-08-005 CITY OF STRONGSVILLE INSTR. #200106290559

LOT SPLIT OF PARCEL D APN. 20191070346

RESIDUAL PARCEL D LOT SPLIT FOR CITY OF STRONGSVILLE PLAT 20191070346 139.9287 ACRES

PARCEL 394-08-005 CITY OF STRONGSVILLE INSTR. #200106290559

LOT SPLIT OF PARCEL D APN. 20191070346

RESIDUAL PARCEL D LOT SPLIT FOR CITY OF STRONGSVILLE PLAT 20191070346 139.9287 ACRES

PARCEL 394-08-005 CITY OF STRONGSVILLE INSTR. #200106290559

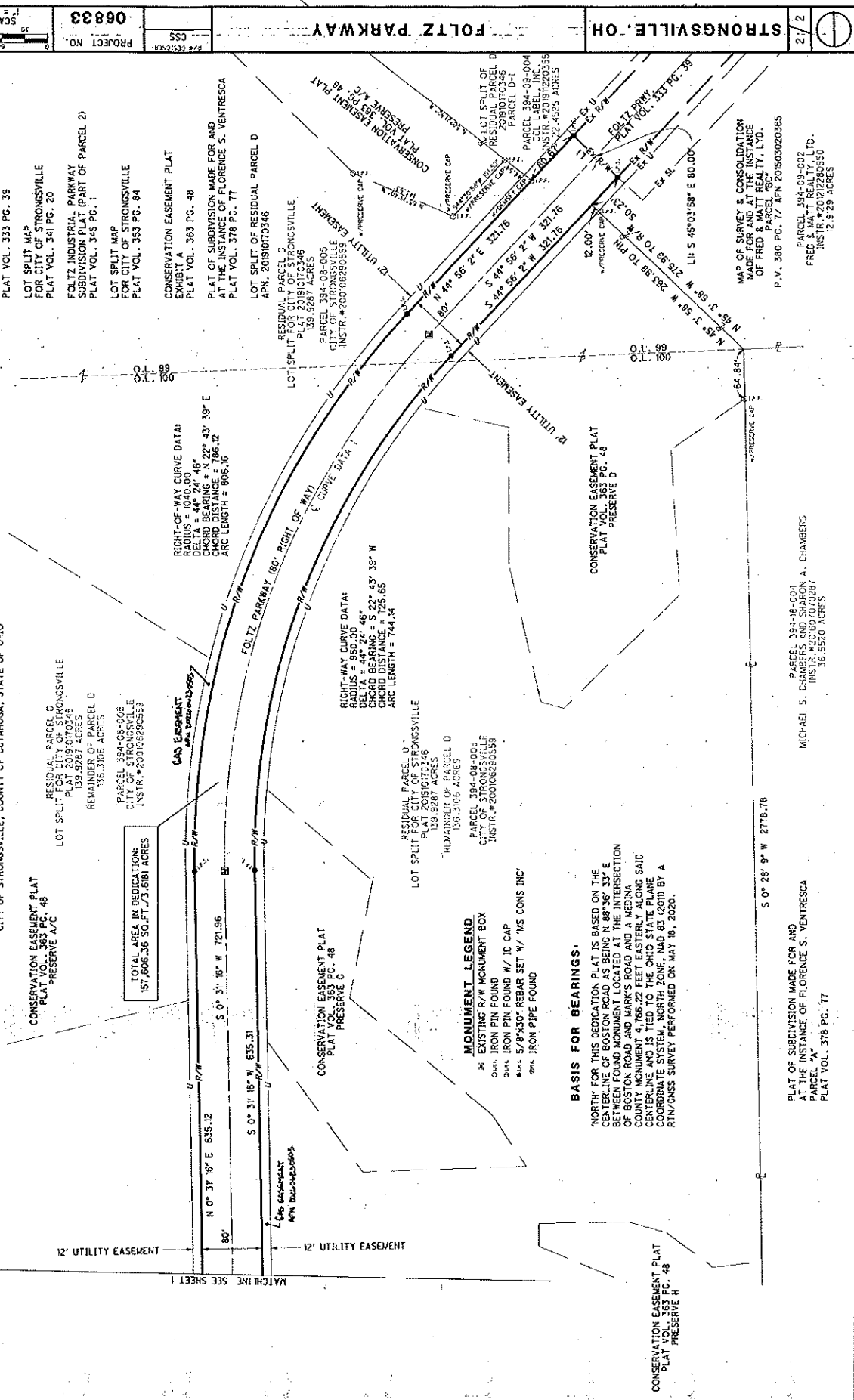
NOTE: THE EXISTING R/W WIDTH AND LOCATION WERE DETERMINED USING PLATS OF RECORD. CURRENT DEEDS AS NOTED. SURVEYS OF RECORD, TAX MAPS AND FOUND MONUMENTATION FROM AN ACTUAL FIELD SURVEY PERFORMED IN MAY, 2020.

RIGHT-OF-WAY CURVE DATA:
 RADIUS = 1000.00'
 CHORD BEARING = N 22° 43' 38" E
 CHORD DISTANCE = 786.12'
 ARC LENGTH = 806.16'

RIGHT-OF-WAY CURVE DATA:
 RADIUS = 1000.00'
 CHORD BEARING = S 22° 43' 38" W
 CHORD DISTANCE = 786.12'
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 RADIUS = 1000.00'
 CHORD BEARING = S 22° 43' 38" W
 CHORD DISTANCE = 786.12'
 ARC LENGTH = 806.16'



MONUMENT LEGEND

MONUMENT LEGEND

BASIS FOR BEARINGS:
 NORTH FOR THIS DEDICATION PLAT IS BASED ON THE CENTERLINE OF BOSTON ROAD AS BEING N 88° 36' 33" E BETWEEN FOUND MONUMENT LOCATED AT THE INTERSECTION OF BOSTON ROAD AND MARK'S ROAD AND A MEDINA COUNTY MONUMENT 4,766.22 FEET EASTERLY ALONG SAID CENTERLINE AND IS TIED TO THE OHIO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD 83 (2011) BY A RTN/GNSS SURVEY PERFORMED ON MAY 10, 2020.

PLAT OF SUBDIVISION MADE FOR AND AT THE INSTANCE OF FLORENCE S. VENTRESCA
 PARCEL 394-08-005
 INSTR. #200106290559
 PLAT VOL. 378 PG. 77

MAP OF SURVEY & CONSOLIDATION MADE FOR AND AT THE INSTANCE OF FRED & MATT REALTY, LTD.
 PARCEL 394-08-002
 INSTR. #20122280950
 PLAT VOL. 380 PG. 17

MAP OF SURVEY & CONSOLIDATION MADE FOR AND AT THE INSTANCE OF FRED & MATT REALTY, LTD.
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 PARCEL 394-08-002
 INSTR. #20122280950
 PLAT VOL. 380 PG. 17

MAP OF SURVEY & CONSOLIDATION MADE FOR AND AT THE INSTANCE OF FRED & MATT REALTY, LTD.
 PARCEL 394-08-002
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 PLAT VOL. 380 PG. 17

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 074

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT GRANT/LOAN AGREEMENT WITH THE STATE OF OHIO, THROUGH THE OHIO PUBLIC WORKS COMMISSION FOR ISSUE 1 FINANCIAL ASSISTANCE IN CONNECTION WITH THE ALBION ROAD AND PROSPECT ROAD (SR 237) INTERSECTION IMPROVEMENTS PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville is planning widening and full reconstruction of the existing two-lane roadway for the addition of dedicated EB and WB left turn lanes and dedicated NB right turn lane on Albion Road, extension of the NB and SB left turn lanes and dedicated EB right turn lane on Prospect Road, all associated with the Albion Road and Prospect Road Intersection Improvements Project (the "Project"); and

WHEREAS, by and through Ordinance No. 2025-089, the City had applied for financial assistance, including both a grant and loan, from the State of Ohio through the Ohio Public Works Commission in order to assist the City in funding the Project; and

WHEREAS, the City now has been advised that the Ohio Public Works Commission has approved the City's request for financial assistance from Issue 1 Funds, and has agreed to provide funding, therefore, by way of a Project Grant/Loan Agreement in the amount of \$600,000.00 in grant funds, and \$500,000.00 at zero percent (0%) interest in loan funds, but subject to conditions, for a total amount not to exceed \$1,100,000.00 in funding from the OPWC; and

WHEREAS, in order to avail itself of such funding in connection with the Project, the City is required to enter into a Project Grant/Loan Agreement with the State of Ohio through the Director of the Ohio Public Works Commission.

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

Section 1. That the Project Grant/Loan Agreement and the provisions of funding approval set forth therein, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, in all respects, are hereby approved and accepted.

Section 2. That the Mayor and other appropriate officials of the City be and are hereby authorized and directed to enter into and execute said Project Grant/Loan Agreement with the State of Ohio, through the Director of the Ohio Public Works Commission for funding assistance in connection with the Project.

Section 3. That the Mayor, Director of Finance, City Engineer, and other appropriate City officials and their designees be and are hereby further authorized and directed to provide, execute and deliver a Promissory Note payable to the order of the Ohio Public Works Commission (the "Lender") in the principal sum of \$500,000.00, or so much thereof as shall be advanced by Lender and remain unpaid, in the form and upon the terms and conditions set forth

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2026 – 074
Page 2

in the Promissory Note attached hereto as Exhibit B; and to provide whatever additional certifications, assurances and other necessary information and documentation may be required, and to do all other things required to perform the terms and conditions of the Agreement in accordance with their respective responsibilities thereunder.

Section 4. That the City's portion of funds for the purposes of this Ordinance and Project shall be paid from the General Capital Improvement Fund, and such other local and/or state funds which may become available for the Project, and that the Director of Finance be and is hereby authorized and directed to issue his warrants for payment in accordance with the terms of the Project Grant/Loan Agreement.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and general welfare of the inhabitants of the City, and for the further reason that it is necessary in order to receive substantial funding assistance from the Ohio Public Works Commission, to expedite construction of the Project, provide for safe highways, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Acting Clerk of Council

Ord. No. 2026-074 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Ohio Public Works Commission

PROJECT GRANT/LOAN AGREEMENT

STATE CAPITAL IMPROVEMENTS PROGRAM

Pursuant to Ohio Revised Code Chapter 164 and Ohio Administrative Code 164-1, this Project Grant/Loan Agreement ("Agreement") is entered into on July 1, 2026

The Agreement is between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission ("Director" or the "OPWC"), and

City of Strongsville

("Recipient"), in respect of the Project named

Albion Road and Prospect Road Intersection Improvements

as described in Appendix A of this Agreement ("Project") to provide 30.2% of the total Project cost ("Participation Percentage"), not to exceed \$1,100,000

for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices as attached.

OPWC Project ID: CA04AD / CA05AD

RECITALS

The State Capital Improvements Fund created under Ohio Revised Code Section 164.08 is to benefit local subdivisions for the acquisition, construction, reconstruction, improvement, planning and equipping of roads and bridges, appurtenances to roads and bridges to enhance the safety of animal-drawn vehicles, pedestrians, and bicycles, waste water treatment systems, water supply systems, solid waste disposal facilities, and storm water and sanitary collection, storage, and treatment facilities, including real property, interests in real property, facilities, and equipment related or incidental to those facilities.

Pursuant to Ohio Revised Code Section 164.02, the Ohio General Assembly created the Ohio Public Works Commission (OPWC) to implement the policies set forth in Article VIII of the Ohio Constitution and Ohio Revised Code Chapter 164;

Pursuant to Ohio Revised Code 164.05, the Director is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support for Capital Improvement Projects; and (ii) authorize payments to Local Subdivisions or their Contractors for costs incurred for Capital Improvement Projects;

Pursuant to Ohio Revised Code Section 164.06, the Director is empowered to review and approve or disapprove requests for financial assistance from the District Public Works Integrating Committees in accordance with the criteria set forth in Ohio Revised Code Sections 164.06(B);

Ohio Revised Code Sections 164.05 and 164.06 permit a grant and loan of funds for such a Capital Improvement Project to be expended or provided only after the District Public Works Integrating Committee has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds, and subsequent approval of the request by the Director;

The Recipient desires to engage in the Capital Improvement Project described in Appendix A of this Agreement; and

The Project has been duly recommended to the Director pursuant to Ohio Revised Code 164.06 by the District Committee of which the Recipient is a part.

In consideration of the contained promises and covenants, the undersigned agree as follows:

I. **DEFINITIONS AND GENERAL PROVISIONS.** The following words and terms as used in this Agreement shall have the following meanings.

"Bond Counsel" means an attorney or firm of attorneys of nationally recognized standing on the subject of municipal bonds satisfactory to the Director.

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Capital Improvement Project" means the eligible project as defined in Ohio Revised Code Section 164.08 and as described in Appendix A.

"Chief Executive Officer" means the single office or official of the Recipient and as designated in Appendix A pursuant to Section VI. A. or authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the single office or official of the Recipient and as designated in Appendix A, pursuant to Section VI. A, or authorized designee as per written notification to the Director.

"Code" means the Internal Revenue Code of 1986, as amended. Each reference to the Code shall be deemed to include the United States Treasury Regulations in effect, whether temporary or final, with

respect thereto and applicable to the Infrastructure Bonds or the use of the proceeds thereof.

“Contractor” means a person who has a direct contractual relationship with the Recipient and is the manufacturer of all or a portion of the Project, or the provider of labor, materials or services in connection with the acquisition, improvements, construction, reconstruction, expansion, or engineering of the Project; or both.

“Cost of Project” means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering projects and shall also be deemed to include preliminary costs, including but not limited to, planning costs, design costs, and financing costs.

“District Committee” means the District Public Works Integrating Committees and the Executive Committees created pursuant to Ohio Revised Code Section 164.04.

“Effective Date” means the date set forth on Page One of this Agreement.

“Eligible Project Costs” means such portion of the Project costs disbursed from the OPWC to the Recipient for the sole and express purpose of acquiring, constructing, reconstructing, expanding, improving, engineering and equipping the Project, other direct expenses, and related financing costs.

“Governing Body” means the board of county commissioners or a county council if a county, the legislative authority of a municipal corporation, or the board of township trustees if a township, the board of directors if a sanitary district; or the board of trustees if a regional water and sewer district.

“Local Subdivision” means a county, municipal corporation, township, sanitary district or regional water and sewer district of the State.

“Local Subdivision Contribution” means the Local Subdivision financial share used for the sole and express purpose of paying or reimbursing the costs certified to the Director under this Agreement for the completion of the project. Such funds shall constitute a specified percentage of the total Cost of Project set forth in Appendix B and may consist of money by any person, any Local Subdivision, the State of Ohio, or the federal government or of contributions in-kind by such parties through purchase or donation of equipment, land, easements, labor, or materials necessary to complete the Project.

“Note” means the promissory note provided to the Chief Financial Officer of record.

“Participation Percentage” means the percentage of the total actual Project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual Project costs that will be contributed by the Recipient. Both percentages are identified in Appendix B. If the total actual Project costs exceed the estimated Project costs identified in Appendix B, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

“Private Business Use” means use (directly or indirectly) in a trade or business or activity carried on by any Private Person (other than a Tax-Exempt Organization) other than use as a member of, and on the same basis as, the public.

“Private Person” means any person, firm, entity or individual who or which is other than a governmental unit as defined in Code Section 150 and used in Code Sections 141 and 148.

“Project” means the scope of work specified in Appendix A.

“Project Manager” means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix A pursuant to Section V.A., or authorized designee as per written

notification to the Director.

“Repayment Amount” means the amount to be paid by the Recipient to the OPWC on each payment date of each year during the Term pursuant to the terms and conditions of the Note.

“State” means the State of Ohio.

“Tax-Exempt Organization” means a governmental unit, as used in Code Sections 141 and 148.

“Utility” means the Project if a facility which generates revenues from fees, charges or taxes associated with the use of the facility.

- II. **FINANCIAL ASSISTANCE - GRANT.** Subject to the terms and conditions contained herein, the Director hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Director under this Agreement for the completion of the Project. The OPWC hereby agrees to provide financial assistance in the form of a grant, from the State Capital Improvements Fund, which constitutes the proceeds of the Infrastructure Bonds, in an amount not to exceed Six Hundred Thousand Dollars (\$600,000). Once this grant amount is fully expended, the loan amount below will be drawn on for disbursing the remaining OPWC obligations contained in the Agreement, unless otherwise specified in Appendix A. If the loan amount is necessitated for the local share, grant and loan assistance will be disbursed concurrently.
- III. **FINANCIAL ASSISTANCE – LOAN.** Subject to the terms and conditions contained in this Agreement, the Director hereby grants to the Recipient financial assistance, as established in this section, for the sole and express purpose of paying or reimbursing the eligible costs certified to the Director under this Agreement for the completion of the Project. The OPWC shall lend to Recipient and Recipient shall borrow from the OPWC an amount not to exceed Five Hundred Thousand Dollars (\$500,000), the proceeds of which shall be utilized solely to finance the Eligible Project Costs and/or reimburse the Recipient for its advance payment of such Eligible Project Costs. The Loan shall be disbursed by the OPWC to the Recipient pursuant to Section V of the Agreement. The terms of repayment of the Loan shall be as set forth in the Note and Recipient shall make all payments required to be made under the Note as and when due.
- A. In the event the Project to be constructed is or will be a Utility, the Recipient hereby agrees to the following:
1. It shall always prescribe and charge such rates, fees, charges or taxes as shall result in revenues at least adequate to meet operation, maintenance and all expenses of the Utility and the payment of all amounts required by the Note;
 2. It shall permit any authorized agent of the OPWC to inspect all records, accounts and data of the Utility at any reasonable time; and
 3. It shall segregate the revenues, funds, properties, costs and expenses of the Utility from all other revenues, funds properties, costs and expenses of the Recipient.
- B. The Recipient shall pay to the OPWC an amount equal to the Repayment Amount as and when due as provided in the Note from (i) any source of revenues of the Recipient, or (ii) in the event the Project is or will be a Utility, the Recipient shall make such payments from the revenues of such Utility; provided, however, that if otherwise lawful, nothing in this Agreement shall be deemed to prohibit the Recipient from using, of its own volition, any of its general revenues or other revenue sources for such payments. The obligation of the Recipient to pay the Repayment Amount shall not be assignable, and the Recipient shall not be discharged therefrom, without the prior written consent of the OPWC. During the first 15 days of May and November of each year during the Term, the OPWC shall invoice the Recipient for the sum due and owing the OPWC and

the payment of each such invoice shall be made by the Recipient to the OPWC not later than the last Business Day of January or the first day of July. The OPWC may adjust repayment schedules based on the administrative needs of the Lender. Any failure of the OPWC to invoice the Recipient shall not otherwise release the Recipient from its obligations to pay the Repayment Amount as and when due or otherwise fulfilling its obligations.

- C. The Recipient shall pay the Local Subdivision Contribution. If the Term commences prior to the determination of the final costs of the Project, the Repayment Amount and the Local Subdivision Contribution shall be based upon the best figures available at the time of execution of the Agreement or as amended. When such final costs of the Project are greater than or less than the estimated costs of the Project as set forth in Appendix B, the amount of the Loan and the Note shall be adjusted in accordance with the terms and conditions of the Note and the Local Subdivision Contribution shall be paid in full by the Recipient as and when due.
- D. In the event the final costs of the Project are greater than the estimated costs of the Project, the Recipient shall be responsible for the difference.
- E. Prior to the disbursement of the Loan, the Recipient shall demonstrate to the satisfaction of the Director the capability of the Recipient to pay the Repayment Amount and the Local Subdivision Contribution. The Director may withhold any disbursement during the Term if the Director reasonably believes that the Recipient is unable to pay the Repayment Amount or its Local Subdivision Contribution as and when due.
- F. Upon completion of the Project, the Recipient shall make a full and complete accounting to the OPWC of the Eligible Project Cost.
- G. If prior to the completion of the Term the Project shall be damaged or destroyed, partially or completely, by fire, flood, windstorm or other casualty, there shall be no abatement or reduction of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and the Recipient shall at its cost and expense (i) promptly repair, rebuild or restore the property damaged or destroyed in substantially the same condition before such damage or destruction, and (ii) apply for any proceeds from insurance policies for claims for such losses as well as utilizing any additional moneys of the Recipient to repair, rebuild and restore the Project.
- H. In the event that title to or the temporary use of the Project, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amount of the Repayment Amount or the Local Subdivision Contribution payable by the Recipient, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the Recipient in a separate condemnation award account and shall be applied by the Recipient in either or both the following ways as shall be determined by the Recipient:
 - 1. The restoration of the improvements located on the Project Site to substantially the same condition as they existed prior to the exercise of said power of eminent domain; or
 - 2. The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent to the Project, which real estate and facilities shall be deemed a part of the Project without the payment of any amounts other than provided, to the same extent as if such real estate and facilities were specifically described.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the Recipient upon delivery to the OPWC of a certificate signed by the Chief Executive Officer that the Recipient has complied with either paragraph (a) or (b), or both, of this Section. The OPWC shall cooperate fully with the Recipient in the handling and conduct of any prospective or

pending condemnation proceedings with respect to the Project or any part thereof. In no event will the Recipient voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the prior written consent of the Director.

- I. The Recipient agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:
 1. The Recipient fails to make any payment to the OSGCIP of the Repayment Amount required as and when due under the Note and/or the Recipient fails to pay its Local Subdivision Contribution.
 2. The Recipient fails to observe and perform any obligations, agreements or provisions of the Agreement and all Appendices thereto, which failure shall continue for 30 days after receipt of written notice thereof from the Director.
- J. Whenever an Event of Default shall have happened and be subsisting, in addition to any other rights or remedies provided in this Agreement, the Note, by law or otherwise:
 1. The amount of such default, in the event the Recipient defaults on the Repayment Amount, shall bear interest at 8% per annum ("Default Interest Rate"), from the date of the default until the date of the payment thereof, and all the costs incurred by the OPWC in curing such default including, but not limited to, court costs all other reasonable costs and expenses (including reasonable attorney's fees) shall be repaid by the Recipient to the OPWC as a part of the Repayment Amount.
 2. The Director may in his or her sole discretion, in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to directly pay the amount of any default from the funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Ohio Revised Code Sections 5747.51 to 5747.53.
 3. The OPWC shall be released from all obligations to Recipient.
 4. The entire principal amount of the Loan then remaining unpaid, together with all accrued interests and other charges shall, at the OPWC's option, become immediately due and payable.
- K. No right or remedy conferred upon the OPWC under Section J above is intended to be exclusive of any other right or remedy given in this Agreement, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given in this Agreement, by law or otherwise.
- L. Notwithstanding any provision contained in this Appendix, the promissory note, or any other provision of this Agreement, should the Repayment Amount equal \$5,000 or less, it shall be paid to the OPWC in two equal payments according to the invoice schedule established in this Agreement.
- M. Joint Funded Project with the Ohio Department of Transportation. For those projects advertised, awarded and administered by the Ohio Department of Transportation (ODOT), the Recipient and the Director hereby assign certain responsibilities to the ODOT, an authorized representative of the State of Ohio. Notwithstanding Sections VI.A, VI.B., VI.C. of the Project Agreement, the Recipient hereby acknowledges that upon notification by the ODOT, all payments for Eligible Project Costs will be disbursed by the Director and the OPWC directly to the ODOT. A Memorandum of Funds issued by the ODOT shall be used to certify the estimated project costs.

Upon receipt of a Memorandum of Funds from the ODOT, the OPWC shall transfer funds directly to the ODOT via an Intra-State Transfer Voucher. The amount or amounts transferred shall be determined by applying the Participation Percentages defined in Appendix B to those Eligible Project Costs within the Memorandum of Funds.

- IV. **LOCAL SUBDIVISION CONTRIBUTION.** The Recipient shall, at a minimum, contribute to the Project the Local Subdivision Participation Percentage as set forth in Appendix B of this Agreement. In the event that the total actual Project costs exceed the estimated Cost of Project identified in Appendix B, the OPWC shall not be required to increase the maximum amount of the grant and the Recipient shall increase its Local Subdivision Contribution to meet such actual Cost of Project.
- V. **PROJECT SCHEDULE.** Construction of the Project must begin within one year of the Effective Date of this Agreement, or this Agreement may become null and void at the sole discretion of the Director. A preliminary construction schedule is provided in Appendix A. Delays, with reason for the delay(s), must be communicated to the Director as soon as possible. The Director will review written requests for extensions and may extend the construction start date taking into consideration the Project can be completed within a reasonable time frame. Failure to meet the schedule without approval for an extension may cause this Agreement to become null and void at the sole discretion at the Director.
- VI. **DISBURSEMENTS.** All payments made by the OPWC shall be made directly to the contractor that performed the work on the Project and originated the invoice unless the Recipient requests reimbursement. The following provisions apply to Project disbursements:
- A. *Project Administration Designation.* Pursuant to Ohio Administrative Code 164-1-21(B) (1-3), the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix A of this Agreement. The Director and OPWC must be notified of changes in these designations in writing including the addition of designees or alternates.
- B. *Disbursements to Contractors to Pay Costs of the Project.* The Recipient shall submit to the Director a Disbursement Request together with the information and certifications required by this section, unless otherwise approved by the Director. The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage set forth on Page One of this Agreement or as amended, to account for changed conditions in the Project financing scheme. If all requirements for disbursement are deemed by the Director to be accurate and completed, the Director shall initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. The Office of Budget and Management, Ohio Shared Services, will forward the warrant, drawn in connection with the voucher, by regular first-class United States mail or electronic funds transfer to the contractor or other authorized recipient designated in the Disbursement Request. Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:
1. If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
 2. If the request is for disbursement to the Recipient, proof of payment of the invoice such as check, warrant, or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
 3. A Disbursement Request Form properly certified by the Chief Executive Officer and the Chief Fiscal Officer; and

4. Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents comply with the requirements of this Agreement, the Director is authorized to cause the disbursement of moneys from the Fund for payment of the identified Project costs. The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the Effective Date of this Agreement.

- C. *Limitations on Use.* No part of the moneys delivered to the Recipient pursuant to Section II is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any governmental obligations regardless of whether the interest on such obligations is or was excluded from gross income for federal income tax purposes.
- D. *Project Scope.* The physical scope of the Project shall be limited to only those Capital Improvements as described in Appendix A of this Agreement. If circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to the Director for the execution of an amendment to this Agreement.
- E. *Project Cost Overruns.* If the Recipient determines that the moneys provided pursuant to Section II, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. Pursuant to Ohio Administrative Code Section 164-1-23, the Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application. Should the District Committee approve such request, the action shall be recorded in the District Committee's official meeting minutes and provided to the Director for the execution of an amendment to this Agreement.

VII. CONDITIONS TO FINANCIAL ASSISTANCE AND ITS DISBURSEMENT. The Recipient must comply with the following before receiving funds:

- A. The Recipient certifies that the Local Subdivision Contribution necessary for the completion of the Project is available or expected to be available through the construction of the Project and must demonstrate its compliance with the provisions of Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1. If the local share as certified by the Chief Fiscal Officer at the time of the Project application becomes unavailable, the Recipient is to notify the Director and the OPWC as soon as possible or this Agreement may become null and void at the sole discretion at the Director.
- B. The Recipient shall execute all other documents and certificates as deemed necessary by the Director, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

VIII. REPRESENTATIONS, WARRANTIES AND COVENANTS OF RECIPIENT. The Recipient represents warrants and covenants for the benefit of the Director as follows:

- A. The Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted.
- B. The Recipient has the power to enter into and perform its obligations under this Agreement and

has been duly authorized to execute and deliver this Agreement which must be within forty-five (45) days of its receipt.

- C. This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity.
- D. The Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under Ohio Revised Code Chapter 164 and Ohio Administrative Code Chapter 164-1.
- E. The Recipient is not the subject of, or has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms.
- F. Use of the Project – Qualified Service Contracts.
 - 1. *General.* The Recipient shall not use the Project or suffer or permit the Project to be used for any Private Business Use. For purposes of the preceding sentence, use pursuant to a contract that satisfies the criteria of paragraphs 2 or 3 of this subsection shall not be regarded as a Private Business Use.
 - 2. *Qualified Service Contracts.* A Service Provider includes any person that is a Related Party to the Service Provider and the phrase "Chief Executive Officer" includes a person with equivalent management responsibilities.
 - a. *Qualified Service Contracts – Rev. Proc. 2017-13.* Unless the Recipient chooses to apply the safe harbors described below in F.2.b. for Service Contracts (defined below) entered into before (and not materially modified after) August 18, 2017, an arrangement under which services are to be provided by a Private Person ("Service Provider") involving the use of all or any portion of, or any function of, the Project (for example, the management services for an entire facility or a specific department of a facility) ("Service Contract") is a "Qualified Service Contract" if either (A) the only compensation provided for in the Service Contract consists of reimbursements of actual and direct expenses paid by the Service Provider to persons other than Related Parties and reasonable related administrative overhead expenses of the Service Provider ("Expense Reimbursement") or (B) all of the following conditions are satisfied:
 - b. The compensation (including Expense Reimbursement) for services provided pursuant to the Service Contract ("Compensation") is reasonable;
 - c. None of the Compensation (disregarding reimbursement of actual and direct expenses paid by the Service Provider to persons other than Related Parties, which for this purpose excludes employees of the Service Provider), including the timing of the payment thereof, is based on net profits from the operation of the portion of the Project with respect to which the Service Provider provides services (the "Managed Property") or any portion thereof. Compensation will not be treated as providing a share of net profits if no element of the Compensation considers, or is contingent upon, either the Managed Property's net profits or both the Managed Property's revenues and expenses for any fiscal period. For this purpose, Compensation will not be treated as providing the Service Provider a share of the Managed Property's net profits or requiring the Service Provider to bear a share of Managed Property's net losses if the Compensation is: (i) based solely on a capitation fee, a periodic fixed fee, or a

per-unit fee; (ii) incentive compensation that is determined by the Service Provider's performance in meeting one or more standards that measure quality of services, performance, or productivity, and the amount and timing of the payment of the incentive compensation does not take into account (or is contingent upon) the Managed Property's net profits; or (iii) a combination of the types of Compensation set forth in (i) and (ii);

- d. The determination of the amount of Compensation and the amount of any expenses to be paid by the Service Provider (and not reimbursed), separately and collectively, do not consider either the Managed Property's net losses or both the Managed Property's revenues and expenses for any fiscal period;
- e. The timing of the payment of Compensation is not contingent upon the Managed Property's net losses or net profits. Deferral of the payment of Compensation will not be treated as contingent on the Managed Property's net losses or net profits if the Service Contract includes requirements that: (i) the Compensation is payable at least annually; (ii) the Recipient is subject to reasonable consequences for late payment, such as reasonable interest charges or late payment fees; and (iii) the Recipient will pay such deferred Compensation (with interest or late payment fees) no later than the end of five years after the original due date of the payment of the Compensation;
- f. The term of the Service Contract, including all renewal options, is no greater than the lesser of 30 years or 80 percent of the weighted average reasonably expected economic life of the Managed Property;
- g. The Recipient must exercise a significant degree of control over the use of the Managed Property. This control requirement is met if the Service Contract requires the Recipient to approve the annual budget of the Managed Property, capital expenditures with respect to the Managed Property, each disposition of property that is part of the Managed Property, rates charged for the use of the Managed Property, and the general nature and type of use of the Managed Property (for example, the type of services);
- h. The Recipient must bear the risk of loss upon damage or destruction of the Managed Property;
- i. The Service Provider must agree that it is not entitled to and will not take any tax position that is inconsistent with being a Service Provider to the Recipient with respect to the Managed Property (e.g., the Service Provider will not claim depreciation, amortization, or investment tax credit, or deduction for any payment as rent, with respect to the Managed Property); and
- j. The Service Provider must have no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, based on all the facts and circumstances. A Service Provider will not be treated as having a role or relationship that substantially limits the Recipient's ability to exercise its rights under the Service Contract if:
 - (i) Not more than 20% of the voting power of the Governing Body of the qualified user in the aggregate is vested in the directors, officers,

shareholders, partners, members, and employees of the Service Provider;

- (ii) The Governing Body of the Recipient does not include the Chief Executive Officer of the Service Provider or the chairperson (or equivalent executive) of the Service Provider's Governing Body; and
- (iii) The Chief Executive Officer of the Service Provider is not the Chief Executive Officer of the Recipient or any Related Party to the Recipient.

3. *Qualified Service Contracts – Rev. Proc. 97-13.* A Service Contract is considered to contain termination penalties if the termination limits the Recipient's right to compete with the Service Provider, requires the Recipient to purchase equipment, goods or services from the Service Provider, or requires the Recipient to pay liquidated damages for cancellation of the Service Contract. Another contract between the Service Provider and the Recipient (for example, a loan or guarantee by the Service Provider) is considered to create a contract termination penalty if that contract contains terms that are not customary or arm's length that could operate to prevent the Recipient from terminating the Service Contract. A requirement that the Recipient reimburses the Service Provider for ordinary and necessary expenses, or restrictions on the hiring by the Recipient of key personnel of the Service Provider are not treated as contract termination penalties.

If the Recipient chooses to apply the following safe harbors, a Service Contract is a Qualified Service Contract if entered into before (and not materially modified after) August 18, 2017 and all of the following conditions are satisfied:

- a. The compensation for services provided pursuant to the Service Contract is reasonable;
- b. None of the compensation for services provided pursuant to the Service Contract is based on net profits from operation of the Project or any portion thereof;
- c. The compensation provided in the Service Contract satisfies one of the following subparagraphs:
 - (i) At least 95% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 15 years. For purposes of Section VII.F., a "periodic fixed fee" means a stated dollar amount for services rendered for a specified period of time that does not increase except for automatic increases pursuant to a specified, objective external standard that is not linked to the output or efficiency of the Project (e.g., the Consumer Price Index) and a "renewal option" means a provision under which the Service Provider has a legally enforceable right to renew the Service Contract but does not include a provision under which a Service Contract is automatically renewed for one-year periods absent cancellation by either party, even if such Service Contract is expected to be renewed; or

- (ii) At least 80% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee and the term of the Service Contract, including all renewal options, does not exceed the lesser of 80% of the reasonably expected useful life of the Project and 10 years; or
- (iii) At least 50% of the compensation for each annual period during the term of the Service Contract is based on a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; or
- (iv) All of the compensation for services is based on a capitation fee or a combination of a capitation fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the third year of the Service Contract term; a “capitation fee” means a fixed periodic amount for each person for whom the Service Provider assumes the responsibility to provide all needed services for a specified period so long as the quantity and type of service actually provided to covered persons varies substantially; or
- (v) All of the compensation for services is based on a per-unit fee or a combination of a per unit fee and a periodic fixed fee, the term of the Service Contract, including all renewal options, does not exceed three years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the second year of the Service Contract term; a “per-unit fee” means a fee based on a unit of service provided (*e.g.*, a stated dollar amount for each specified procedure) and generally includes separate billing arrangements between physicians and hospitals; or
- (vi) All of the compensation for services is based on a percentage of fees charged or a combination of a per-unit fee and a percentage of revenue or expense fee, the term of the Service Contract, including all renewal options, does not exceed two years and the Service Contract is terminable by the Recipient on reasonable notice, without penalty or cause, at the end of the first year of the Service Contract term; this subparagraph (vi) applies only to (I) Service Contracts under which the Service Provider primarily provides services to third parties (*e.g.*, health care services) or (II) Service Contracts involving the Project during an initial start-up period for which there has been insufficient operations to establish a reasonable estimate of the amount of the annual gross revenues (or gross expenses in the case of a Service Contract based on a percentage of gross expenses) (*e.g.*, a Service Contract for general management services for the first year of operations), in which case the compensation for services may be based on a percentage of gross revenues, adjusted gross revenues (*i.e.*, gross revenues less allowances for bad debts and contractual and similar allowances), or expenses of the Project, but not more than one of these measures; or

- (vii) All the compensation for services is based on a stated amount, a periodic fixed fee, a capitation fee, a per-unit fee, or a combination of the preceding. The compensation for services also may include a percentage of gross revenues, adjusted gross revenues, or expenses of the Project (but not both revenues and expenses). The term of the Service Contract, including all renewal options, does not exceed five years, and the Service Contract need not be terminable by the Recipient prior to the end of the term. For purposes of this section, a tiered productivity award as described in section 5.02(3) of Internal Revenue Service Revenue Procedure 97-13, as amplified by Internal Revenue Service Notice 2014-67, will be treated as a stated amount or a periodic fixed fee, as appropriate.
 - d. The Service Provider has no role or relationship with the Recipient, directly or indirectly, that, in effect, substantially limits the Recipient's ability to exercise its rights under the Service Contract, including cancellation rights;
 - e. The Service Provider and its directors, officers, shareholders and employees possess in the aggregate, directly or indirectly, no more than 20% of the voting power of the Governing Body of the Recipient;
 - f. No individual who is a member of the Governing Body of the Service Provider and the Recipient is the Chief Executive Officer of the Recipient or the Service Provider or the chairperson of the Governing Body of the Recipient or the Service Provider; and
 - g. The Recipient and the Service Provider are not Related Parties.
- 4. *Exceptions.* The Recipient may treat a Service Contract that does not comply with one or more of the criteria of Section VIII.F. as not resulting in Private Business Use of the Project if it delivers to the Director, at its expense, an opinion of Bond Counsel to the effect that such Service Contract does not result in Private Business Use of the Project and that entering into such Service Contract would not adversely affect the exclusion from gross income of the interest on the bonds that financed the Project or cause the interest on such bonds, or any portion thereof, to become an item of tax preference for purposes of the alternative minimum tax imposed under the Code.
- G. *Use of Proceeds.* With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section II:
 - 1. The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements Projects," as defined in Ohio Revised Code Section 164.01(F);
 - 2. All the Project is owned, or will be owned, by the Recipient or another Tax-Exempt Organization, upon providing prior written notice to the Director, for as long as the loan is outstanding;
 - 3. The Recipient shall not use any of the moneys to pay or reimburse the Recipient for the payment of or to refinance costs incurred in connection with the acquisition, construction, improvement and equipping of property that is used or will be used for any Private Business Use; and

4. The Recipient may engage in Private Business Use only if it delivers to the Director, at the Recipient's expense, an opinion of bond counsel that to do so would not adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes and such opinion is accepted by the Director.
- H. *General Tax Covenant.* The Recipient shall not take any action or fail to take any action which would adversely affect the exclusion of interest on the Infrastructure Bonds from gross income for federal income tax purposes.
- I. *Sufficiency of Moneys.* The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to this Agreement to fund the Project to completion, as its Local Subdivision Contribution.
- J. *Construction Contract.* If federal funds are included as part of the financing of the non-OPWC portion of the Project, federal law may prevail, including, but not limited to, application of Davis Bacon prevailing wage rates, the Copeland "Anti-Kickback" Act, the Contract Work Hours and Safety Standards Act, and any federal environmental regulations. Recipient is solely responsible for ensuring compliance with federal requirements applicable to its Local Subdivision Contribution. Notwithstanding the above, the following provisions apply to construction contracts under this Agreement:
 1. *Ohio Preference.* The Recipient shall, to the extent practicable, use and shall cause all its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project pursuant to Ohio Revised Code 164.05(A)(6);
 2. *Domestic Steel.* The Recipient shall use and cause all its Contractors and subcontractors to comply with domestic steel use requirements pursuant to Ohio Revised Code 153.011;
 3. *Prevailing Wage.* The Recipient shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Ohio Revised Code Sections 164.07(B) and 4115.03 through 4115.16;
 4. *Equal Employment Opportunity.* The Recipient shall require all Contractors to secure a valid Certificate of Compliance;
 5. *Construction Bonds.* In accordance with Ohio Revised Code 153.54, et. seq., the Recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to 100% of its contract price as security for the faithful performance of its contract;
 6. *Insurance.* The Recipient shall require that each of its construction contractors and subcontractors maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Commercial General Liability, Public Liability, Property Damage and Vehicle Liability Insurance, and require Professional Liability Insurance for its professional architects and engineers; and
 7. *Supervision.* The Recipient shall provide and maintain competent and adequate Project management covering the supervision and inspection of the development and construction of the Project and bear the responsibility of ensuring that construction conforms to the approved surveys, plans, profiles, cross sections and specifications.
- IX. **PROGRESS REPORTS.** The Recipient shall submit to the Director, at the Director's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the Director may reasonably require.

- X. **AUDIT RIGHTS.** The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of six years after the completion of this Project, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within 10 days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolve each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Ohio Revised Code Chapter 164 until the Recipient so complies or until the Recipient satisfactorily resolves such findings.
- XI. **GENERAL ASSEMBLY APPROPRIATION.** The Recipient acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Ohio Revised Code Chapter 164. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Ohio Revised Code Chapter 164 and until the Recipient has acquired and committed all funds necessary for the full payment of the Local Subdivision Contribution applicable to the Project.
- XII. **THIRD PARTY RIGHTS AND LIABILITY.** Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Ohio Revised Code Section 126.30. The Recipient shall be responsible for the Recipient's use or application of the funds being provided by the Director and the Recipient's construction or management of the Project.
- XIII. **TERMINATION.** The Director's and OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the Agreement's terms or conditions. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement.
- XIV. **GOVERNING LAW.** This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be in the courts of Franklin County, State of Ohio.
- XV. **SEVERABILITY.** If any of the provisions or parts of this Agreement are found to be invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected, but rather shall be enforced to the greatest extent permitted by Law.
- XVI. **ENTIRE AGREEMENT.** This Agreement and its Appendices and Attachments contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.
- XVII. **CAPTIONS.** Captions contained in this Agreement are included only for convenience of reference and do not

define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

- XVIII. NOTICES. Except as otherwise provided, any required notices shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.
- XIX. NO WAIVER. A failure of a party to enforce strictly a provision of this Agreement in no event shall be considered a waiver of any part of such provision. No waiver by a party of any breach or default by the other party shall operate as a waiver of any succeeding breach or other default or breach by such other party. No waiver shall have any effect unless it is specific, irrevocable and in writing.
- XX. ACCEPTANCE BY RECIPIENT. This Agreement must be signed by the Chief Executive Officer and returned to and received by the Director prior to the acquisition of land and to the disbursement of funds
- XXI. ASSIGNMENT. Neither this Agreement or any rights, duties or obligations as described shall be assigned by either party without the prior written consent of the other party.
- XXII. ETHICS/CONFLICT OF INTEREST. The Recipient, by signature on this Agreement, certifies that it has reviewed and understands the Ohio ethics and conflict of interest laws, and will take no action inconsistent with those laws.
- XXIII. NON-DISCRIMINATION. Pursuant to Ohio Revised Code Section 125.111 the Recipient agrees that the Recipient and any person acting on behalf of the Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform the work under this Agreement. The Recipient further agrees that the Recipient any person acting on behalf of the Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- XXIV. COMPLIANCE WITH LAW. The Recipient, in expending the funds, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
- XXV. FACSIMILE SIGNATURES. This Agreement may be executed in multiple counterparts, each of which may be deemed an original agreement and both of which shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received.

All the above is agreed to and understood by the parties signed below. This Agreement for Project No. CA04AD / CA05AD is effective as of the date first written above.

RECIPIENT
City of Strongsville

STATE OF OHIO
Ohio Public Works Commission



Thomas Perciak, Mayor

Abbey DeHart, Director

Appendix A

Project Completion Schedule, Administration Designation, Description

- 1) *Project Schedule.* Construction must begin within one year of July 1, 2026 . Construction is scheduled to begin November 16, 2026 with completion by March 10, 2028 . The Recipient may make a written request for an extension of the date to initiate construction, specifying the reasons for the delay and providing new construction start and completion dates. Requests may be approved by the Director providing that the Project can be completed within a reasonable time frame.
- 2) *Project Administration Designation.* The Project Administration Designation required by Section VI.A. of this Agreement is designated by the Recipient as follows:

Thomas Perciak, Mayor	to act as the Chief Executive Officer;
Eric Dean, Finance Director	to act as the Chief Fiscal Officer; and
Ken Mikula, City Engineer	to act as the Project Manager.
- 3) *Project Location & Description.* The Project, for which the provision of financial assistance is the subject of this Agreement, is hereby described as follows:

Location:

This project is located in an urbanized area at the Albion Road and Prospect Road (SR 237) four-legged intersection in the City of Strongsville, Cuyahoga County. The project limits on Albion Road are 400 feet west of the intersection with Prospect Road and extend 400 feet east of the intersection. The project limits on Prospect Road are 450' south of the intersection with Albion Road and extend 400 feet north of the intersection.

Description:

This project consists of a widening and full reconstruction of the existing two lane roadway for the addition of dedicated EB and WB left turn lanes and dedicated NB right turn lane on Albion Road, extension of the NB and SB left turn lanes and dedicated EB right turn lane on Prospect Road.

Work also includes full depth pavement removal and sub grade undercut; new concrete pavement, profile, base and under drains; new curbs, sidewalk and curb ramps; new storm sewer system and drainage structures; water line replacement; utility adjustments and pole relocation; minor retaining wall, new traffic signal installation; signing and pavement markings; new pavement right of way and temporary construction easements.

Appendix B

Local Subdivision Contribution, Disbursement Ratio, Project Financing and Expenses Scheme

- 1) *OPWC/Local Subdivision Participation Percentages:* For the sole and express purpose of financing/reimbursing costs of the Project, the estimated costs of which are set forth and described below, the Recipient hereby designates its Local Subdivision Percentage Contribution as amounting to a minimum total value of 69.8 % of the total Project Cost. The OPWC Participation Percentage shall be 30.2% not to exceed \$1,100,000 .
- 2) *Project Financing and Expenses Scheme:* The Recipient further designates the Project's estimated financial resources and estimated costs certified to the OPWC under this Agreement for the Project to consist of the following components:

Project Estimated Costs	
a) Engineering	75,000
b) Construction Administration	0
c) Right-of-Way	0
d) Construction	3,237,578
e) Permits, Advertising, Legal	10,000
f) Construction Contingencies	323,757
Total Estimated Costs	3,646,335
Project Financial Resources	
a) Local Resources	
In-kind/Force Account	0
Local Revenues	2,546,335
Public Revenue – ODOT/FHWA	0
Public Revenue – OEPA/OWDA	0
Public Revenue – Other	0
Total Local Resources	2,546,335
b) OPWC Funds	
Grant	600,000
Loan	500,000
Total OPWC Funds	1,100,000
Total Financial Resources	3,646,335

Ohio Public Works Commission

PROMISSORY NOTE

\$ 500,000

City of Strongsville

July 1, 2026

CA05AD

FOR VALUE RECEIVED, the undersigned (the "Recipient") promises to pay to the order of the Ohio Public Works Commission (hereinafter the "Lender," which term shall include any holder hereof), at its office located at **77 South High Street, Suite 1846, Columbus, OH 43215**, or at such other place as the holder hereof may designate in writing the principal sum of \$ 500,000 or so much thereof as shall be advanced by Lender and remain unpaid, together with all costs herein provided following Project completion and thereon until said amounts have been paid in full at a rate equal to 0% per annum.

Principal due under this Note shall be payable as follows. The first payment due shall be made on the last business day in January or the first day in July following the date of Project completion, whichever date first occurs. Thereafter, payments are due the last business day in January or the first day in July for the term of the loan. Principal shall be due and payable in equal consecutive semi-annual installments accordingly until maturity. Subject to adjustment as provided herein, the amount of each such semi-annual installment of principal shall be the amount which would fully amortize the unpaid principal balance of the indebtedness evidenced by this Note, such amortization to be based upon (i) an amortization period of 20 years commencing on the date of the first payment. The Recipient acknowledges that if the semi-annual payments set forth above do not fully amortize this Note, the payment due on the Maturity Date will be a final payment, consisting of the entire unpaid principal balance hereof.

If Recipient shall fail to make any payment when due, and the same is not corrected within 60 days, then the amount of such default shall bear interest thereafter at the rate of 8% per annum (the "Default Rate") from the date of the default until the date of the payment thereof, and the entire principal hereof then remaining unpaid, together with all charges, shall, at the Lender's option, become immediately due and payable and/or the Lender by and through its Director may, in the Director's sole and complete discretion and in accordance with Ohio Revised Code 164.05, direct the county treasurer of the county in which the Recipient is located to pay the amount due from funds which would otherwise be appropriated to the Recipient from such county's undivided local government fund pursuant to Section 5747.51 to 5747.53 of the Revised Code. The Lender may exercise this option to direct the county treasurer to pay the amount due from the local government fund without any notice or demand during any default by Recipient regardless of any prior forbearance. The lender shall be entitled to collect all costs incurred by the Lender in curing such default, including, but not limited to court costs and reasonable attorney fees from a suit brought to collect this Note. In addition, if the Lender exercises its option to direct the county treasurer to pay the amount due from the local government fund, the Lender shall be entitled to collect all reasonable costs and expenses of any efforts by the Lender to collect the amount due from the local government fund, including but not limited to reasonable attorneys' fees. Lender may, at its option, delay in or refrain from exercising some or all its rights and remedies without prejudice thereto and regardless of any prior forbearance.

This Note was executed in Cuyahoga County, Ohio. The Recipient represents that it has received all the necessary approvals from its legislative or authorizing body to execute and deliver this Note to the Lender.

By: _____
Eric Dean, Finance Director

EX.B

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2026 – 075

By: Mayor Perciak and All Members of Council

A RESOLUTION DECLARING THE OFFICIAL INTENT AND REASONABLE EXPECTATION OF THE CITY OF STRONGSVILLE ON BEHALF OF THE STATE OF OHIO AS THE BORROWER TO REIMBURSE ITS GENERAL CAPITAL IMPROVEMENT FUND FOR THE ALBION ROAD AND PROSPECT ROAD (SR 237) INTERSECTION IMPROVEMENTS PROJECT (OPWC PROJECT NOS. CA04AD & CA05AD) WITH THE PROCEEDS OF TAX-EXEMPT DEBT OF THE STATE OF OHIO, 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 City of Strongsville reasonably expects to receive a reimbursement for the Albion Road and Prospect Road (SR 237) Intersection Improvements Project (the "Project"), as set forth in Appendix A of the Project Grant/Loan Agreement with the Ohio Public Works Commission, with the proceeds of bonds to be issued by the State of Ohio.

Section 2. That the maximum aggregate principal amount of bonds, other than for costs of issuance, expected to be issued by the State of Ohio for reimbursement to the local subdivision is \$500,000.00.

Section 3. That the City Engineer is hereby directed to file a copy of this Resolution with the City of Strongsville for the inspection and examination of all persons interested therein and to deliver a copy of this Resolution to the Ohio Public Works Commission.

Section 4. 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 5. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and general welfare of the inhabitants of the City, and for the further reason that it is necessary in order for the City to begin requesting disbursements of the loan from the Ohio Public Works Commission for funding assistance in connection with the Project, and to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2026 – 075
Page 2

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

Attest: _____
Acting Clerk of Council

Res. Ord. No. 2026-075 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CERTIFICATE OF COPY

The foregoing is a true and correct excerpt from the minutes of the meeting on July 27, 2026, of the City of Strongsville, of Cuyahoga County, showing the adoption of the Resolution hereinabove set forth.

(SEAL)

Marialena Beach, Acting Clerk of Council
City of Strongsville, Ohio

Dated: _____, 2026



CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2026 – 076

By: Mayor Perciak and All Members of Council

A RESOLUTION APPROVING AN AMENDED FINAL DEVELOPMENT PLAN FOR SOUTHPARK MALL TO PERMIT DEVELOPMENT OF A PROPOSED 75,000 SQUARE FOOT HAMPTON INN/HOME 2 SUITES HOTEL; AND DECLARING AN EMERGENCY.

WHEREAS, the Developer has proposed an amendment to the Final Development Plan for SouthPark Mall originally approved by the Council through Resolution No. 1991-17; and

WHEREAS, J Roc Development LLC, through its Agent, is desirous of amending the Final Development Plan by providing for development of a 75,000 square foot Hampton Inn/Home 2 Suites Hotel, on property located at SouthPark Mall, 17495 Royalton Road, PPN 396-24-019, which property is zoned Shopping Center; and

WHEREAS, pursuant to Codified Ordinance §1258.21, J Roc Development LLC, through its Agent, submitted the Amended Final Development Plan to the Planning Commission for its report and recommendation, and the Planning Commission gave a favorable recommendation to the proposed Final Amended Development Plan at its meeting of June 25, 2026.

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

Section 1. That this Council hereby approves the Final Amended Development Plan submitted to the City by J Roc Development LLC, through its Agent, and dated June 25, 2026 for SouthPark Mall, which Amended Final Development Plan provides for development of a 75,000 square foot Hampton Inn/Home 2 Suites Hotel, on property located at SouthPark Mall, 17495 Royalton Road, PPN 396-24-019, a copy of which is attached hereto as Exhibit A, and incorporated herein.

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

Section 3. That this Resolution 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 promote development within the City, to preserve jobs, and serve the public. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2026 – 076
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Acting Clerk of Council

Res.
Ord. No. *2026-076* Amended: _____

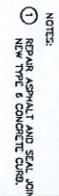
1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____



LEGEND

EXHIBIT A

MEMORANDUM

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

FROM: Kristi Onofre, Administrator Boards & Commissions

SUBJECT: Referral to Council

DATE: June 26, 2026

Please be advised that at its Meeting of June 25, 2026 the Strongsville Planning Commission gave a Favorable Recommendation to the following:

HAMPTON INN/HOME 2 SUITES HOTEL/J Roc Development, Adam Comer, Agent

Amendment of Final Development Plan for SouthPark Mall pursuant to Codified Ordinance Section 1258.21 to allow Hampton Inn/Home 2 Suites Hotel to build a new 75,000 SF Hotel; and

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 - 077

By: Mayor Perciak and All Members of Council

AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE OFFICE OF CRIMINAL JUSTICE SERVICES, DIVISION OF THE OHIO DEPARTMENT OF PUBLIC SAFETY, IN CONNECTION WITH FUNDS AVAILABLE THROUGH THE U.S. DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY-ORIENTED POLICING SERVICES, FOR REIMBURSEMENT OF FUNDS EXPENDED BY THE CITY OF STRONGSVILLE POLICE DEPARTMENT FOR THE USE OF FORCE/DE-ESCALATION TRAINING ROOM EQUIPMENT PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Office of Criminal Justice Services ("OCJS") is a division of the Ohio Department of Public Safety, and is the lead justice planning assistance office for the State of Ohio, administering millions of dollars in State and Federal criminal justice funding every year; and

WHEREAS, funds have been made available in accordance with the Public Safety Partnership and Community Policing Act of 1994 and the U.S. Department of Justice, Office of Community-Oriented Policing Services, with the Office of Criminal Justice Services as the duly authorized State Agency; and

WHEREAS, in order to submit a timely grant application for such funds, the City of Strongsville Police Department has applied for funding for the Use of Force/De-escalation Training Room Equipment grant funds; and

WHEREAS, the City has been notified that the application for funding has been approved; and the City is desirous of accepting such award.

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 ratifies and approves the filing of an application with the Ohio Office of Criminal Justice Services, Division of the Ohio Department of Public Safety, for the award of grant funds through the U.S. Department of Justice, Office of Community-Oriented Policing Services, to be utilized for reimbursement of funds expended for the City of Strongsville Police Department's Use of Force/De-escalation Training Room Equipment.

Section 2. That this Council hereby accepts the award of \$4,439.16 in connection with the Use of Force/De-escalation Training Room Equipment Grant Award.

Section 3. That this Council hereby ratifies and authorizes the Mayor, Director of Finance, Chief of Police and/or other appropriate officers of the City to execute a Subgrant Award Agreement attached hereto as Exhibit A and incorporated herein, and to deliver certifications, assurances and such other information as may be required in connection therewith.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2026 – 077
Page 2

Section 4. That any funds required to meet the City's obligations under said application and award of grant funds have been appropriated and shall be paid from the General Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to ratify and approve the filing of the application in order to meet the filing deadline, authorize execution of an agreement, accept funding, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Acting Clerk of Council

Ord. No. 2026-077 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



**Department of
Public Safety**

ocjs.ohio.gov

Mike DeWine, Governor Jim Tressel, Lt. Governor Benjamin B. Suver, Director

Office of Criminal Justice Services

SUBGRANT AWARD AGREEMENT

Subgrant Number: **2025-AC-AC-32961**

Title: **Use of Force/Deescalation Training Room Equipment**

In accordance with the provisions of the The Public Safety Partnership and Community Policing Act of 1994, 34 U.S.C. § 10381 et seq., Catalog of Domestic Assistance 16.710, and the U.S. Department of Justice, Office of Community Oriented Policing Services, the Office of Criminal Justice Services, as the duly authorized State Agency, hereby approves the project application submitted as complying with requirements of the Agency for the fiscal year indicated in the subgrant number above and awards to the foregoing Subgrantee a Subgrant as follows:

Subgrantee: City of Strongsville
Implementing Agency: Strongsville Police Department
Award Periods: 04/01/2026 to 06/30/2027
Closeout Deadline: 08/29/2027
Award Amounts:

OCJS Funds:	\$4,439.16	100%
Cash Match:	\$0.00	0%
Inkind Match:	\$0.00	0%
Project Total	\$4,439.16	100%

The terms set forth in the 'Responsibility for Claims' section of the OCJS Standard Federal Subgrant Conditions Handbook are subject to Ohio law, including section 3345.15 of the Ohio Revised Code and the Ohio Constitution. As a result, those terms may not apply to subgrant recipients who are political subdivisions of the state, and do not apply to state instrumentalities.

This Subgrant is subject to the statements as set forth in the approved Programmatic and Budget Application submitted and approved revisions thereto, as well as the OCJS Standard Federal Subgrant Conditions and Special Conditions to this Subgrant, which are attached hereto and hereby included by reference herein. The Subgrant is also bound by all applicable federal guidelines, as referenced in the Standard Conditions. Revisions to this Subgrant Award Agreement must be approved in writing by OCJS.

The Subgrant shall become effective as of the award date, for the period indicated, upon return to OCJS of this Subgrant Award Agreement executed on the behalf of the Subgrantee's and Implementing Agency's authorized official in the space provided below.

Nicole M. Dehner, Executive Director
Ohio Office of Criminal Justice Services

06/17/2026

Award Date

The Subgrantee agrees to serve as the official subrecipient of the award, agrees to provide the required match as indicated above, and assumes overall responsibility for the compliance with the terms and conditions of the award. I hereby accept this subgrant on behalf of the Subgrantee.

The Implementing Agency agrees to comply with the terms and conditions of the award. I hereby accept this subgrant on behalf of the Implementing Agency.

Mayor
Thomas Perclak

Date

Police Chief
Thomas O'Deens

Date

Mission Statement

"to save lives, reduce injuries and economic loss, to administer Ohio's motor vehicle laws and to preserve the safety and well being of all citizens with the most cost-effective and service-oriented methods available."

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 078

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF A CERTAIN CONFISCATED AND/OR FORFEITED VEHICLE SEIZED THROUGH CITY OF STRONGSVILLE POLICE DEPARTMENT CRIMINAL INVESTIGATION AND NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.

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

Section 1. That this Council finds that the Police Department of the City of Strongsville has a confiscated and/or forfeited vehicle, which was seized through a Police Department criminal investigation, as described in Exhibit A attached hereto and incorporated herein by reference, which is no longer needed for any municipal purpose, and is no longer required to be kept by law; and further finds that it will be in the best interests of the City that such vehicle be sold at a public auction.

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

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

Section 4. That any proceeds of sale shall be deposited into the Law Enforcement State Seizure Fund, and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the Law Enforcement State Seizure Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate sale of said confiscated and/or forfeited vehicle is necessary in order to provide needed storage space for the Police Department, as the vehicle is no longer required to be kept by law, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2026 – 078
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Acting Clerk of Council

Ord. No. 2026-078 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

OHIO CERTIFICATE OF TITLE

ISSUING COUNTY MEDINA
ISSUING TITLE OFFICE # 5202
RESIDENT COUNTY CUYAHOGA

STATE OF OHIO

TITLE No. 52 0410 1242
ISSUE DATE 04/13/2026

ORIGINAL

IDENTIFICATION NUMBER
7SAYGDEE1NF315959

YEAR
2022

MAKE
TESLA

MAKE DESCRIPTION
TESLA

CONVERSION

MILEAGE
EXEMPT

BODY TYPE
SW

MODEL DESCRIPTION
MODEL Y

EVIDENCE
OH-4305207000

MILEAGE NOTATION

COMMENTS
COURT ORDER

PURCHASE PRICE
\$0.00

EXEMPT
CO

NOTATION(S)

OWNER(S)
CITY OF STRONGSVILLE

16099 FOLTZ INDUSTRIAL PKWY
STRONGSVILLE, OH 44149

[REDACTED]

[REDACTED]

WITNESS MY HAND AND OFFICIAL SEAL THIS 13TH DAY OF APRIL, 2026

%235212470



%235212470

DAVID B. WADSWORTH
CLERK OF COURT
COMMON PLEAS COURT
CUYAHOGA COUNTY, OHIO

MLF
MLF

TITLE DOCUMENT CONTAINS OHIO WATERMARK WHICH IS VISIBLE WHEN HELD TO

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 079

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE SALE AT PUBLIC AUCTION OF CERTAIN CONFISCATED AND/OR FORFEITED VEHICLES SEIZED THROUGH CITY OF STRONGSVILLE POLICE DEPARTMENT CRIMINAL INVESTIGATIONS AND NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, AND DECLARING AN EMERGENCY.

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

Section 1. That this Council finds that the Police Department of the City of Strongsville has confiscated and/or forfeited vehicles, which were seized through Police Department criminal investigations, as described collectively in Exhibit A attached hereto and incorporated herein by reference, which are no longer needed for any municipal purpose, and are no longer required to be kept by law; and further finds that it will be in the best interests of the City that such vehicles be sold at a public auction.

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

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

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

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate sale of said confiscated and/or forfeited vehicles is necessary in order to provide needed storage space for the Police Department, as the vehicles are no longer required to be kept by law, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2026 – 079
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Acting Clerk of Council

Ord. No. 2026-079 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

OHIO CERTIFICATE OF TITLE

ISSUING COUNTY MEDINA
ISSUING TITLE OFFICE # 5202
RESIDENT COUNTY CUYAHOGA

STATE OF OHIO

TITLE No. 52 0410 1244

ISSUE DATE 04/13/2026

ORIGINAL

IDENTIFICATION NUMBER
1VWCT7A3XFC062399

YEAR
2015

MAKE
VOLK

MAKE DESCRIPTION
VOLKSWAGEN

CONVERSION

MILEAGE
EXEMPT

BODY TYPE
4D

MODEL DESCRIPTION
PASSAT

EVIDENCE
OH-1814784003

MILEAGE NOTATION

COMMENTS
COURT ORDER
NOTATION(S)

PURCHASE PRICE
\$0.00

EXEMPT
CO

OWNER(S)
CITY OF STRONGSVILLE

16099 FOLTZ INDUSTRIAL PKWY
STRONGSVILLE, OH 44149



WITNESS MY HAND AND OFFICIAL SEAL THIS 13TH DAY OF APRIL, 2026

%235212472



%235212472



DAVID B WADSWORTH
CLERK OF COURTS

TITLE DOCUMENT CONTAINS OHIO WATERMARK WHICH IS VISIBLE WHEN HELD TO LIGHT

EXHIBIT A

OHIO CERTIFICATE OF TITLE

ISSUING COUNTY MEDINA
ISSUING TITLE OFFICE # 5202
RESIDENT COUNTY CUYAHOGA

STATE OF OHIO

TITLE No. 52 0410 1245

ISSUE DATE 04/13/2026

ORIGINAL

IDENTIFICATION NUMBER

JKAZXCD167A026513

YEAR

2007

MAKE

KAWK

MAKE DESCRIPTION

KAWASAKI

CONVERSION

MILEAGE

EXEMPT

BODY TYPE

MC

MODEL DESCRIPTION

ZX1000

EVIDENCE

OH-1814355968

MILEAGE NOTATION

COMMENTS

COURT ORDER

PURCHASE PRICE

\$0.00

EXEMPT

CO

NOTATION(S)

OWNER(S)

CITY OF STRONGSVILLE

16099 FOLTZ INDUSTRIAL PKWY
STRONGSVILLE, OH 44149

WITNESS MY HAND AND OFFICIAL SEAL THIS 13TH DAY OF APRIL, 2026

%235212473



%235212473



DAVID B. WADSWORTH
CLERK OF COMMON PLEAS COURT

G

MLF
MLF

TITLE DOCUMENT CONTAINS OHIO WATERMARK WHICH IS VISIBLE WHEN HELD TO LIGHT

OHIO CERTIFICATE OF TITLE

04

ISSUING COUNTY MEDINA
ISSUING TITLE OFFICE # 5202
RESIDENT COUNTY CUYAHOGA

STATE OF OHIO

TITLE No. 52 0410 1243

ISSUE DATE 04/13/2026

ORIGINAL

IDENTIFICATION NUMBER
JH2SC57056M201386

YEAR
2006

MAKE
HOND

MAKE DESCRIPTION
HONDA

CONVERSION

MILEAGE
EXEMPT

BODY TYPE
MC

MODEL DESCRIPTION
CBR1000

EVIDENCE
OH-6703135707

MILEAGE NOTATION

COMMENTS
COURT ORDER
NOTATION(S)

PURCHASE PRICE
\$0.00

EXEMPT
CO

OWNER(S)
CITY OF STRONGSVILLE

16099 FOLTZ INDUSTRIAL PKWY
STRONGSVILLE, OH 44149

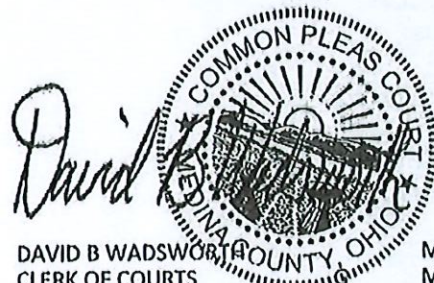


WITNESS MY HAND AND OFFICIAL SEAL THIS 13TH DAY OF APRIL, 2026

%235212471



%235212471



DAVID B WADSWORTH
CLERK OF COURTS

MLF
MLF

TITLE DOCUMENT CONTAINS OHIO WATERMARK WHICH IS VISIBLE WHEN HELD TO LIGHT

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2026 – 080

By: Mayor Perciak and All Members of Council

**A RESOLUTION ACCEPTING A DONATION OF EQUIPMENT
FROM THE STRONGSVILLE CITY CLUB TO BE USED AT THE
WOODSHOP LOCATED AT THE CITY OF STRONGSVILLE
WALTER F. EHRLFELT RECREATION & SENIOR CENTER.**

WHEREAS, since 1968, the Strongsville City Club has contributed to the City of Strongsville community through fundraising, capital projects, and most notably, has sponsored the Special Olympics, the Rib Burn-off and Breakfast on the Covered Bridge; and

WHEREAS, the Senior Center Wood Shop has become an important part of the Strongsville community and provides seniors with a welcoming environment where they can develop woodworking skills, create meaningful projects, socialize with fellow members, and remain physically and mentally active; and

WHEREAS, the Senior Center Woodshop is in need of updated, safe equipment in order to continue providing a safe and productive experience; and

WHEREAS, the Strongsville City Club has approved a donation to fully fund the purchase of new equipment for the Senior Center Woodshop, including a new Wood Lathe, Drum Sander and Cyclone Dust Collector, all in the approximate amount of \$6,900.00; and

WHEREAS, therefore, the City is desirous of accepting such gracious donation.

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

Section 1. That the Mayor and this Council hereby extend their sincere gratitude and appreciation to the Strongsville City Club for its donation of new equipment to be utilized at the City of Strongsville Senior Center Woodshop.

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

Section 3. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2026 – 080
Page 2

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

Attest: _____
acting Clerk of Council

Res.
Ord. No. 2026-080 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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