



# City of Strongsville

16099 Foltz Parkway  
Strongsville, Ohio 44149-5598  
Phone: 440-580-3110  
[www.strongsville.org](http://www.strongsville.org)

August 1, 2025

## 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

Brian M. Spring  
At-Large

Aimee Pientka, MMC  
Clerk of Council

## MEETING NOTICE

The following meeting has been scheduled by Council for **Tuesday, August 5, 2025**, to be held in **Council Room** at the Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road:

**7:00 P.M.**      **Special Council Meeting** for the purpose to consider Ordinance Nos. 2025-062, 2025-063, 2025-086, 2025-087 and 2025-088.

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

## BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC  
Clerk of Council

## AGENDA FOR THE STRONGSVILLE CITY COUNCIL SPECIAL MEETING

TUESDAY, AUGUST 5, 2025 AT 7:00 P.M.

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. ORDINANCES AND RESOLUTIONS:
  - Ordinance No. 2025-062 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE FRATERNAL ORDER OF THE POLICE, PARMA LODGE #15 (SERGEANTS AND LIEUTENANTS UNIT) AND THE CITY OF STRONGSVILLE THROUGH DECEMBER 31, 2027, AND DECLARING AN EMERGENCY. *First reading 05-19-25.*
  - Ordinance No. 2025-063 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE FRATERNAL ORDER OF THE POLICE, PARMA LODGE #15 (PATROL OFFICERS UNIT) AND THE CITY OF STRONGSVILLE THROUGH DECEMBER 31, 2027, AND DECLARING AN EMERGENCY. *First reading 05-19-25.*
  - Ordinance No. 2025-086 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW MEMBER PARTICIPATION AGREEMENT WITH THE CHAGRIN VALLEY DISPATCH COUNCIL IN ORDER FOR THE CITY OF STRONGSVILLE TO BECOME A PARTICIPATING MEMBER IN THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER FOR THE DISPATCH OF PUBLIC SAFETY SERVICES, AND DECLARING AN EMERGENCY.
  - Ordinance No. 2025-087 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE SENIOR CENTER RESTROOM RENOVATIONS PROJECT AT THE WALTER F. EHRENFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.
  - Ordinance No. 2025-088 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF DEVELOPMENT IN CONNECTION WITH A ROADWORK DEVELOPMENT (629) GRANT FOR THE FOLTZ PARKWAY EXTENSION PHASE II PROJECT IN THE CITY OF STRONGSVILLE; AND DECLARING AN EMERGENCY.
6. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 062

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE FRATERNAL ORDER OF THE POLICE, PARMA LODGE #15 (SERGEANTS AND LIEUTENANTS UNIT) AND THE CITY OF STRONGSVILLE THROUGH DECEMBER 31, 2027, 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 the Mayor be and is hereby authorized and directed to execute and enter into a new collective bargaining agreement between the Fraternal Order of Police, Parma Lodge 15 (Sergeants and Lieutenants Unit) and the City of Strongsville for a three (3) year period commencing retroactive to January 1, 2025 through December 31, 2027, a copy of which is on file with the Clerk of Council and Human Resources Director and which is in all respects hereby approved.

**Section 2.** That the funds for the purposes of the aforesaid contract's 2025 requirements have been or will be appropriated and shall be paid from the General Fund and the Police Pension Fund, and thereafter shall be paid from the General Fund and the Police Pension Fund in accordance with the annual appropriation ordinances adopted by Council.

**Section 3.** That the pertinent provisions of the aforesaid Agreement and this Ordinance shall be operative retroactively from and after January 1, 2025; and the provisions of said Agreement shall be applied retroactively to each City employee who was and/or is a member of said collective bargaining unit on and after January 1, 2025.

**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 the immediate approval and implementation of the aforesaid Agreement is necessary in order to maintain the orderly and efficient operation of the Police Department of the City, provide fair compensation for such collective bargaining unit members, 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. 2025 – 062  
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\_\_\_\_\_  
President of Council  
  
Date Passed: \_\_\_\_\_

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

Approved: \_\_\_\_\_  
Mayor  
  
Date Approved: \_\_\_\_\_  
  
Attest: \_\_\_\_\_  
Clerk of Council

Ord. No. 2025-062 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. 05-19-25 Ref: COG  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2025 – 063**

**By: Mayor Perciak and All Members of Council**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE FRATERNAL ORDER OF THE POLICE, PARMA LODGE #15 (PATROL OFFICERS UNIT) AND THE CITY OF STRONGSVILLE THROUGH DECEMBER 31, 2027, 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 the Mayor be and is hereby authorized and directed to execute and enter into a new collective bargaining agreement between the Fraternal Order of Police, Parma Lodge 15 (Patrol Officers Unit) and the City of Strongsville for a three (3) year period commencing retroactive to January 1, 2025 through December 31, 2027, a copy of which is on file with the Clerk of Council and Human Resources Director, and which is in all respects hereby approved.

**Section 2.** That the funds for the purposes of the aforesaid contract's 2025 requirements have been or will be appropriated and shall be paid from the General Fund and the Police Pension Fund, and thereafter shall be paid from the General Fund and the Police Pension Fund in accordance with the annual appropriation ordinances adopted by Council.

**Section 3.** That the pertinent provisions of the aforesaid Agreement and this Ordinance shall be operative retroactively from and after January 1, 2025; and the provisions of said Agreement shall be applied retroactively to each City employee who was and/or is a member of said collective bargaining unit on and after January 1, 2025.

**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 the immediate approval and implementation of the aforesaid Agreement is necessary in order to maintain the orderly and efficient operation of the Police Department of the City, provide fair compensation for such collective bargaining unit members, 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. 2025 – 063  
Page 2

\_\_\_\_\_  
President of Council

Date Passed: \_\_\_\_\_

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

Approved: \_\_\_\_\_  
Mayor

Date Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of Council

Ord. No. 2025-063 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. 05-19-25 Ref: COG  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2025 – 086**

**By: Mayor Perciak and All Members of Council**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW MEMBER PARTICIPATION AGREEMENT WITH THE CHAGRIN VALLEY DISPATCH COUNCIL IN ORDER FOR THE CITY OF STRONGSVILLE TO BECOME A PARTICIPATING MEMBER IN THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER FOR THE DISPATCH OF PUBLIC SAFETY SERVICES, AND DECLARING AN EMERGENCY.**

WHEREAS, the Chagrin Valley Dispatch Council ("CVD") is a regional Council of Governments of the State of Ohio, operating the Chagrin Valley Regional Communications Center, relating to the dispatch of public safety services; and

WHEREAS, on June 10, 2013, eight Ohio political subdivisions entered into a further Restated and Amended Agreement with the Chagrin Valley Dispatch Council; and

WHEREAS, the City of Strongsville and CVD are desirous of entering into a New Member Participation Agreement, with the Restated and Amended Agreement attached thereto as Exhibit "A", in order for the City of Strongsville to also become a participating member in the Chagrin Valley Regional Communications Center; and

WHEREAS, the City desires to become a participating member in said Restated and Amended Agreement dated June 10, 2013, with such membership to be effective February 2, 2026, with its dispatch services to be provided at the Strongsville Dispatch Center location until a new CVD consolidated dispatch location is in operation.

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

**Section 1.** That the Mayor be and is hereby authorized and directed to enter into a New Member Participation Agreement, together with the Restated and Amended Agreement, with the Chagrin Valley Dispatch Council for the dispatch of public safety services, to be effective February 2, 2026, and upon the terms and conditions as stated in the New Member Participation Agreement and Restated and Amended Agreement dated June 10, 2013. Said New Member Participation Agreement with Exhibit "A" shall be in the form attached hereto as Exhibit "1" and incorporated herein.

**Section 2.** That the City of Strongsville's portion of costs for the operation of the New Member Participation Agreement herein have been appropriated and shall be paid from the General Fund.

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

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2025 – 086  
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**Section 4.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is necessary to enter into such New Member Participation Agreement with the Chagrin Valley Dispatch Council related to providing dispatch services, to ensure the usual daily operation and continuity of critical services of the public safety department of the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

\_\_\_\_\_  
President of Council

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. 2025-086 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



**CHAGRIN VALLEY DISPATCH COUNCIL**  
**NEW MEMBER PARTICIPATION AGREEMENT**  
**WITH THE CITY OF STRONGSVILLE**

This Chagrin Valley Dispatch Council New Member Participation Agreement is made this \_\_\_\_\_ day of August, 2025 by and between the City of Strongsville, an Ohio political subdivision, ("City") and the Chagrin Valley Dispatch Council ("CVD").

**WHEREAS**, on the 10<sup>th</sup> day of June, 2013, eight Ohio political subdivisions: Village of Bentleyville, Chagrin Falls Township, Village of Chagrin Falls, Village of Hunting Valley, Village of Moreland Hills, Orange Village, Village of South Russell, and Village of Woodmere, executed the Restated and Amended Agreement of the Chagrin Valley Dispatch Council, Exhibit "A" attached hereto; and

**WHEREAS**, on May 21, 2013, the Village of Gates Mills became a participating member of the CVD, on August 27, 2013, the Village of Highland Hills became a participating member of the CVD, on April 3, 2014, the Village of North Randall became a participating member of CVD; on December 5, 2014, the City of Euclid became a participating member of the CVD; on January 6, 2016, the Village of Bratenahl became a participating member of the CVD; on August 1, 2016, the City of Solon became a participating member of the CVD; on May 10, 2017, the City of Bedford became a participating member of the CVD; on August 8, 2018, the Village of Brooklyn Heights became a participating member of the CVD; on August 8, 2018, the Village of Valley View became a participating member of the CVD; on August 8, 2018, the Village of Cuyahoga Heights became a participating member of the CVD; on December 19, 2018, the City of Brecksville became a participating member of the CVD; on December 19, 2018, the City of Broadview Heights became a participating member of the CVD; on January 11, 2018, the City of Independence became a participating member of the CVD; on January 11, 2018, the City of Seven Hills became a participating member of the CVD; on February 28, 2018, the City of Maple Heights became a participating member of the CVD; on August 8, 2018, the City of Brooklyn became a participating member of the CVD; on September 17, 2020 the Cleveland Metroparks became a participating member of the CVD; on April 6, 2021, Cuyahoga County on behalf of the Cuyahoga County Sheriff's Department became a participating member of the CVD.

**WHEREAS**, City desires to become a participating member in said Restated and Amended Agreement dated June 10, 2013, with such membership to be effective February 2, 2026, with its dispatch services to be provided at the Strongsville Dispatch Center location until a new CVD consolidated dispatch location is in operation.

**WHEREAS**, the CVD desires to accept City as a new member upon the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the covenants herein contained, City and the CVD agree as follows:

1. Effective February 2, 2026, City is hereby included as a Member of said Restated and Amended Agreement upon City's authorization and execution of this CVD New Member Participation Agreement.

2. As such New Member, payment of dues by City to the CVD shall be as follows:

- a. 2026 One-Time Facilities and Equipment  
Component of Capital Charge Share: \$382,077.00
- CVD will credit City three hundred eighty-two thousand, seventy-seven dollars (\$382,077.00) for the SWEDC's Motorola MCC7500 positions and other related dispatch Equipment, purchased and assembled by City, with such positions and equipment listing attached hereto: (\$382,077.00)
- Total One-Time Capital Charge Share: \$ -0-
- ii. 2026 One-Time Facilities and Equipment  
Credit to City's Capital Charge Share and the total one-time Capital Charge Share shall be specifically conditioned upon:
- A. The execution of any documentation required for the transfer of ownership of said facilities and equipment to CVD, the use of the Strongsville Dispatch Center facility and all other equipment and related software and other items necessary for the continuation of the Strongsville Dispatch Center's operation by CVD; and
- b. 2026 Operating Cost Share as follows:
- i. 2026 Operating Cost Share (\$1,208,265.59) prorated amount due for 2-2-2026 through 12-31-2026, with City responsible for all maintenance agreements for all hardware, software, utilities, IT support, and cost-free use of the Strongsville Dispatch Center facility until a new CVD consolidated dispatch location is in operation. \$1,107,576.79
- c. In addition, continuing Monthly Dues payable by City shall be determined and shall be assessed City as set forth in Paragraph VII A. of said Restated and Amended Agreement for all years of City's such membership thereafter.
- d. One month's working capital advance equal to one month's dues is payable upon the effective date of this Agreement, with such advance to be returned to Member as applied to its last monthly payment due the CVD should Member withdraw from the CVD. \$ 100,688.80

- e. CVD agrees to provide City with Radio Preventive Maintenance and Support Services at the cost as agreed upon by City and CVD for the year 2026 and thereafter as agreed upon by City and CVD.
3. The City hereby accepts the terms by its authorization and execution of this New Member Participation Agreement.
4. Unless specifically modified herein, it is agreed by the City and the CVD that all terms and conditions of the Restated and Amended Agreement Continuing the Chagrin Valley Dispatch Council as attached hereto as Exhibit "A" and incorporated herein shall be amended and remain in full force and effect with City included therein as a Member by the terms hereof.
5. This Chagrin Valley Dispatch Council New Member Participation Agreement and all the terms hereof are specifically contingent upon said Agreement being approved by the Strongsville City Council and by the Chagrin Valley Dispatch Council.
6. The City of Strongsville has and maintains current FCC radio licenses and permissions, along with current contracted radio channel templates and licenses under the 800 MHz P25 digital trunked radio system through the City of Cleveland. Said radio system is pursuant to an Agreement between the City of Cleveland and the cities of Brook Park and Strongsville and the Southwest Regional Communications Network Council of Governments, dated January 23, 2013. This Agreement does not supersede those licenses or contracts and the use of those licenses or contracts remains the proprietary interest of the City of Strongsville only. Additionally, by way of this Agreement, the City of Strongsville permits, to the extent possible by law, license or contract the CVD to use those frequencies, channel templates and licenses for radio communications with the City of Strongsville.

IN WITNESS WHEREOF, the parties have executed this CVD New Member Participation Agreement on the date first written above.

WITNESS:

CITY OF STRONGSVILLE:

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Thomas P. Perciak, Mayor

**WITNESS:**

**CHAGRIN VALLEY DISPATCH COUNCIL:**

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Mayor Kirsten Holzheimer Gail, President

Approved as to form only:

Approved as to form only:

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Neal M. Jamison, Law Director  
City of Strongsville

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David J. Matty, Director of Law  
Chagrin Valley Dispatch Council

**CITY OF STRONGSVILLE**  
**SOUTHWEST EMERGENCY DISPATCH CENTER**  
**EQUIPMENT TO BE TRANSFERRED**

<b><u>Description</u></b>	<b><u>Quantity</u></b>
Dispatch Workstations	16
Dispatch Monitors	32
Eventide Recorder	1
MCC 7500	16
Desks/Furniture/Chairs	16
Headsets	35
Vesta Consoles	12

**A RESTATED AND AMENDED AGREEMENT CONTINUING  
THE CHAGRIN VALLEY DISPATCH COUNCIL**

THIS RESTATED AND AMENDED AGREEMENT is made and entered into this 10<sup>th</sup> day of June, 2013, in Cuyahoga County, State of Ohio, by and among all the political subdivisions executing this Restated and Amended Agreement, pursuant to the authority granted by Chapter 167 of the Ohio Revised Code and, with the exceptions of townships, pursuant to the authority granted by Article XVIII, Section 3 of the Ohio Constitution.

WHEREAS, the Chagrin Valley Dispatch Council ("CVD") was established by an Agreement effective on April 6, 2011 by all parties hereto, a copy of which is attached hereto as "Exhibit A;" and

WHEREAS, all parties hereto desire to provide the methodologies for 1) the current and future capital and operating costs of the Chagrin Valley Regional Communications Center ("RCC"), 2) inclusion of new members to the CVD, 3) withdrawal from membership from and the dissolution of the CVD, and 4) all other matters relating to the dispatch of public safety services and operation of the CVD and/or RCC.

**WITNESSETH:**

The parties to this Restated and Amended Agreement, wishing to continue the CVD, a Regional Council of Governments, pursuant to Chapter 167 of the Ohio Revised Code, agree as follows:

**I. NAME**

The name of the regional council of governments continued herein shall be the "Chagrin Valley Dispatch Council" ("CVD").

**II. PURPOSE**

The purpose of the CVD is to promote cooperative arrangements and coordinate action among its Members in matters relating to the dispatch of public safety services and the operation of the Chagrin Valley Regional Communications Center ("RCC").

**III. MEMBERSHIP**

The Members of the CVD are as follows:

Village of Bentleyville;  
Chagrin Falls Township;  
Village of Chagrin Falls;  
Village of Hunting Valley;  
Village of Moreland Hills;  
Orange Village;  
Village of South Russell; and  
Village of Woodmere.

Such Membership shall be limited to the current political subdivisions located within the Chagrin Valley that are receiving public safety dispatch services from the RCC, and those political subdivisions that may in the future agree to a CVD New Member Participation Agreement to receive dispatch services from the RCC and are accepted under the terms and conditions herein as Members in the CVD.

For purposes of this Agreement, "political subdivision" shall have the same meaning as provided in Section 2744.01(F) of the Ohio Revised Code.

IV. ADMINISTRATIVE AUTHORITY

CVD shall continue and be administered in the following manner:

- A. Each political subdivision which is a party to this Agreement and any new member accepted by the CVD after the effective date of this Restated and Amended Agreement shall be a member of CVD ("Member"), and shall have one (1) Representative to the CVD Board of Trustees ("Board"). The Representative shall be the Mayor, Safety Director, Chairman of the Board of Trustees, or such other official as provided for in the enabling ordinance or resolution enacted by the legislative authority of the political subdivision. The Representative of the political subdivision may designate an Alternate, who may act on behalf of the political subdivision in the absence of its Representative, if such designation is permitted pursuant to the enabling ordinance or resolution enacted by the legislative authority of the political subdivision. The Board shall be vested with the authority to manage and operate the CVD, assess, allocate, and implement the capital improvements, equipment, and expenditures of the CVD, and may designate a person, or persons, to run the day-to-day operations of the CVD.
- B. Each Member of the CVD shall be entitled to one (1) vote on each item under consideration before the Board. Voting shall be done following the By-Laws and any amendments thereto as adopted by the CVD.
- C. The Board shall have the continuing authority to amend its By-Laws and otherwise adopt rules to govern its proceedings in any manner not in conflict with this Agreement.
- D. CVD shall also continue to annually elect, from its Representatives, the following officers: President, Vice President, and Secretary, and such other officers as the Board of Trustees may establish in its By-Laws. All officers elected at the annual meeting shall hold office for a term of one (1) year, or until a successor is elected and qualified. Officers shall serve without compensation.
- E. The Director of Finance of the Village of Chagrin Falls shall continue, *ex officio*, to serve as the Fiscal Officer of the CVD, and shall be a non-voting member of the Board, unless the Board by a two-thirds vote appoints a

different Fiscal Officer. The Fiscal Officer, or the Member which employs the Fiscal Officer, may receive from CVD such compensation or expense reimbursement as may be determined by the Board.

- F. The annual meeting of the CVD shall be held each year, at a time and place to be designated by the President. Special meetings may be called as provided in the By-Laws of the CVD.
- G. CVD shall purchase property and casualty insurance in order to protect property owned by CVD, as well as to protect the CVD and its employees from claims arising out of the operations or activities of the CVD or its employees. The Board may at their discretion purchase any other insurance it deems appropriate or necessary.

V. AUTHORITY OF CVD

CVD, by and through its Board, shall have the authority to perform all functions necessary to improve, maintain, and operate the RCC. CVD, by and through its Board, shall be authorized to direct the operations and activities of the RCC; provided, however, that each Member retains its right and duty to supervise and control the manner in which safety services, including police and fire protections, are provided within the Member communities, and the RCC shall supply communications services only.

Specifically, CVD shall have the authority to:

- A. Enter into contractual arrangements for services as deemed necessary and appropriate for the operation and/or betterment of the RCC;
- B. Employ staff to assist in the operations of the CVD or RCC, subject to the provisions of Article X of this Agreement;
- C. Purchase or lease or otherwise provide for supplies, materials, equipment and facilities deemed necessary and appropriate for the operation and/or betterment of the RCC;
- D. Accept and raise private and public monies for the operation and/or betterment of the RCC;
- E. Exercise any and all other powers and authorities available as set forth in Chapter 167 of the Ohio Revised Code.

VI. RESPONSIBILITIES OF THE MEMBERS

Each Member of CVD agrees to cooperate, insofar as it is practicable to do so, with the Board in the following matters:



- A. The furnishing of any information and assistance that may be reasonably necessary for the successful operation of the RCC; and
- B. The adoption of public safety policies, regulations, and laws that may be reasonably necessary for the efficient and effective operation of the RCC.

VII. ALLOCATION OF COSTS AND DISTRIBUTION OF MONEY

- A. Schedule and Determination of Monthly Dues. Each Member agrees to pay the Monthly Dues, as set forth on the Schedule of Monthly Dues, agreed upon by the majority of those Representatives or Alternates present at the meeting at which the Schedule of Monthly Dues is approved. The Monthly Dues may include a charge for capital improvements, equipment, and expenditures ("Capital Charge"), which Capital Charge shall be identified in the invoices to the Members. The methodology and/or methodologies for determining both the allocation of the CVD's Capital Charge and the CVD's operating expenses shall be as determined by said majority of Representatives or Alternates. The Operating Budget determination is based upon actual usage percentages of the prior year. Actual usage percentages shall include service calls as calculated by CVD operational staff. The initial Capital Charge determination is based upon a twenty-five percent (25%) fixed cost allocation and a seventy-five percent (75%) usage percentage with a prior five (5) year historical analysis. Such methodology and/or methodologies, as so determined currently or in the future, shall supersede any prior ordinance, resolution and/or contract, or any part thereof, of any Member relating to radio call service and reverse 9-1-1 service prior to the adoption of this Restated and Amended Agreement by such Member.
- B. Dues to be Paid By and Obligations of New Members. New Members of the CVD, admitted after the effective date of this Restated and Amended Agreement, shall be admitted only if they receive an affirmative vote of two-thirds (2/3) of those Representatives or Alternates present at a meeting at which a new Member is considered, upon the terms and conditions set forth in a Chagrin Valley Dispatch Council New Member Participation Agreement in the same form as "Exhibit B" attached hereto. Any political subdivision which becomes a Member in the CVD after the effective date of this Restated and Amended Agreement shall commence paying dues from the date of the execution of its Chagrin Valley Dispatch Council New Member Participation Agreement. Such dues are payable as agreed upon by the new Member and a majority of the current Members of the CVD present at the meeting at which a new Member is considered. The new Member's dues shall commence on the date of its execution of the Chagrin Valley New Member Participation Agreement and shall be paid as set forth in Article VII A. above. Use of any dues of a new Member shall be determined by a majority of the current CVD Members.

- C. Segregated Account Required for Dues Monies. The Fiscal Officer shall keep all monies collected hereunder in a segregated account.

VIII. ANNUAL OPERATING BUDGET OF THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER.

- A. Annual Operating Budget. Continuing during every year of operation, the CVD shall develop a Budget as soon as possible in each year. The CVD shall also set the Monthly Dues that must be paid by each Member and may require a payment by the Members of up to three (3) months of the Monthly Dues, which shall be retained and utilized as working capital, and require the payment of the Monthly Dues each month thereafter. Thereafter, the CVD shall establish and approve an annual Operating Budget for the RCC by January 31 of each year, along with a schedule of Monthly Dues to be paid by each Member. The Budget and Monthly Dues shall be as approved by a majority of those Representatives or Alternates present at the meeting at which the Budget is considered. The Budget shall include an amount to cover the reimbursement of the Staffing Member of the RCC, as established in Article X hereof.
- B. Fiscal Year. The CVD shall conduct its operations based upon a calendar fiscal year (January 1<sup>st</sup> to December 31<sup>st</sup>).
- C. Acceptance of Funding. The CVD may accept funding from Member political subdivisions, state and federal grant sources, and any other public or private source.

IX. LOCATION OF THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER

The current location of the RCC is the Chagrin Falls Village Hall, 21 West Washington Street, in the Village of Chagrin Falls with its relocation to University Hospital Bedford Medical Center, 88 Center Road, Bedford, Ohio to occur upon the issuance of CVD's occupancy permit for the RCC at said location. The RCC will be so relocated only upon a vote of two-thirds (2/3's) of the Members of the CVD; otherwise the current location of the RCC shall remain at 21 West Washington Street, Chagrin Falls.

X. CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER PERSONNEL

The Village of Chagrin Falls, so long as the RCC is located within the Village of Chagrin Falls, or so long as no other Staffing Member is agreed upon by a majority of those Representatives or Alternates present at a meeting at which a new Staffing Member is considered, shall be the "Staffing Member" responsible for the hiring, firing and management of all of the dispatch employees necessary to operate the RCC. Another Member may serve as the Staffing Member in the event the RCC is moved outside the Village of Chagrin Falls, pursuant to Article IX hereof.

XI. EXISTING AGREEMENTS ASSIGNED; TRANSFER OF PERSONAL PROPERTY

There exist certain agreements between the Village of Chagrin Falls and other Members of the CVD for the provision of certain services (e.g. dispatching services and Reverse 911). By agreement of all of the parties hereto, all such agreements have already been assigned from the Village of Chagrin Falls to the CVD. The Village of Chagrin Falls previously transferred its ownership interest in all of the personal property used in the performance of dispatch services, which is inventoried and identified on "Exhibit C," appended hereto.

XII. ANNUAL REPORT

The CVD shall make an annual report to Board at the annual meeting.

XIII. CANCELLATION OF THE AGREEMENT

Any Member may withdraw from this Agreement, provided, however, that any such withdrawal shall be effective only on December 31<sup>st</sup> of any given year, and shall be preceded by written notice of withdrawal delivered to the President of CVD by registered mail or by personal service not later than July 1<sup>st</sup> prior to the effective date of such withdrawal.

In the event any Member withdraws, the withdrawing Member shall forfeit its interest in all capital assets of the CVD and the remaining Members shall continue the CVD unless otherwise agreed by the remaining Members.

XIV. AMENDMENTS

This Restated and Amended Agreement may be amended by a two-thirds vote of all Members of the CVD at any regular or special meeting thereof. Copies of any proposed amendments to this Restated and Amended Agreement shall be mailed to all Members not less than thirty (30) days prior to any meeting at which the proposed amendment is to be considered.

XV. SEVERABILITY

In the event any part of portion of this Restated and Amended Agreement shall be found to be contrary to law and thereby held to be null and void, all other provisions of this Restated and Amended Agreement shall remain in full force and effect, and shall not be otherwise affected by any such ruling, finding, or decision.

XVI. SEPARATE ORIGINALS

The parties hereto shall each sign a separate original of this Restated and Amended Agreement and submit it to the Mayor of the Village of Chagrin Falls for safekeeping, who shall turn said agreements over to the Secretary of the CVD following the election of that officer.

XVII. EFFECTIVE DATE

This Restated and Amended Agreement shall take effect and be in force from and after the date the eighth Member signs the Agreement, which date shall be inserted in the first paragraph of this agreement by the Mayor of the Village of Chagrin Falls or the Secretary of the CVD, by said Secretary.

IN WITNESS WHEREOF, the parties hereto have caused this Restated and Amended Agreement to be duly executed, effective on the date indicated, by signing identical copies of this Restated and Amended Agreement, and have submitted it to the Mayor of the Village of Chagrin Falls or the Secretary of the CVD, along with a certified copy of the legislation authorizing the execution of this Restated and Amended Agreement.

[ON FILE]  
POLITICAL SUBDIVISION

Date: \_\_\_\_\_

BY: [ON FILE]  
(Signature)

Its: \_\_\_\_\_  
(Office)

# EXHIBIT "A"

RECEIVED

APR 23 1991

VILLAGE OF  
CHAGRIN FALLS

## AN AGREEMENT ESTABLISHING THE CHAGRIN VALLEY DISPATCH COUNCIL

THIS AGREEMENT is made and entered into this 16<sup>th</sup> day of March, 2011, in Cuyahoga County, State of Ohio, by and among all of the political subdivisions executing this Agreement, pursuant to the authority granted by Chapter 167 of the Ohio Revised Code and, with the exceptions of townships, pursuant to the authority granted by Article XVIII, Section 3 of the Ohio Constitution.

### WITNESSETH:

The parties to this Agreement, wishing to establish a Regional Council of Governments, pursuant to Chapter 167 of the Ohio Revised Code, agree as follows:

#### I. NAME

The name of the regional council of governments created hereby shall be the "Chagrin Valley Dispatch Council" (hereinafter, "CVD").

#### II. PURPOSE

The purpose of the CVD is to promote cooperative arrangements and coordinate action among its members in matters relating to the dispatch of public safety services and the operation of the Chagrin Valley Regional Communications Center ("RCC").

#### III. MEMBERSHIP

Eligibility to join the CVD shall initially be limited to political subdivisions located within the Chagrin Valley that are currently receiving public safety dispatch services from the Village of Chagrin Falls. The following political subdivisions currently receive public safety dispatch services from the Village of Chagrin Falls and are, therefore, immediately eligible to join the CVD:

Village of Bentleyville;  
Chagrin Falls Township;  
Village of Chagrin Falls;  
Village of Hunting Valley;  
Village of Moreland Hills;  
Orange Village;  
Village of South Russell; and  
Village of Woodmere.

For purposes of this Agreement, "political subdivision" shall have the same meaning as provided in Section 2744.01(F) of the Ohio Revised Code.

Additional political subdivisions may request to receive dispatch services from the

RCC and apply for membership in CVD. New members of CVD shall only be admitted if they receive an affirmative vote of two-thirds (2/3) of those Representatives or Alternates present at a meeting at which a new Member is considered.

#### IV. ADMINISTRATIVE AUTHORITY

CVD shall be established and administered in the following manner:

- A. Each political subdivision which is a party to this Agreement shall be a member of CVD ("Member"), and shall have one (1) Representative to the CVD Board of Trustees ("Board"). The Representative shall be the Mayor, Safety Director, Chairman of the Board of Trustees, or such other official as provided for in the enabling ordinance or resolution enacted by the legislative authority of the political subdivision. The Representative of the political subdivision may designate an Alternate, who may act on behalf of the political subdivision in the absence of its Representative, if such designation is permitted pursuant to the enabling ordinance or resolution enacted by the legislative authority of the political subdivision. The Board shall be vested with the authority to manage and operate the CVD, and may designate a person, or persons, to run the day-to-day operations of the CVD.
- B. Each Member of CVD shall be entitled to one (1) vote on each item under consideration before the Board. Voting shall be done by the Representatives or Alternates who are present at the meeting, and no proxy or absentia voting shall be allowed. A quorum shall consist of a majority of the Representatives or Alternates of the Members of CVD.
- C. The first meeting of CVD shall be on or before May 31, 2011, at a time and place to be designated by the Mayor of the Village of Chagrin Falls, who shall act as temporary chairman at such first meeting. The first order of business shall be the adoption of by-laws. The Board shall have the continuing authority to amend its by-laws and otherwise adopt rules to govern its proceedings in any manner not in conflict with this Agreement.
- D. CVD shall also, at its first meeting and at its annual meeting thereafter, elect from its Representatives the following officers: President, Vice President, and Secretary, and such other officers as the Board of Trustees may establish in its by-laws. All officers elected at the annual meeting shall hold office for a term of one (1) year, or until a successor is elected and qualified. Officers shall serve without compensation.
- E. The Director of Finance of the Village of Chagrin Falls shall, *ex officio*, serve as the Fiscal Officer of the CVD, and shall be a non-voting member of the Board, unless the Board by a two-thirds vote appoints a different Fiscal Officer. The Fiscal Officer, or the Member which employs the Fiscal

Officer, may receive from CVD such compensation or expense reimbursement as may be determined by the Board.

- F. The annual meeting of CVD shall be in January of each year, at a time and place to be designated by the President. Special meetings may be called as provided in the by-laws of CVD.
- G. CVD shall purchase property and casualty insurance in order to protect property owned by CVD, as well as to protect the CVD and its employees from claims arising out of the operations or activities of the CVD or its employees. The Board may at their discretion purchase any other insurance it deems appropriate or necessary.

#### V. AUTHORITY OF CVD

CVD, by and through its Board, shall have the authority to perform all functions necessary to improve, maintain, and operate the RCC. CVD, by and through its Board, shall be authorized to direct the operations and activities of the RCC; provided, however, that each Member retains its right and duty to supervise and control the manner in which safety services, including police and fire protections, are provided within the Member communities, and the RCC shall supply communications services only.

Specifically, CVD shall have the authority to:

- A. Enter into contractual arrangements for services as deemed necessary and appropriate for the operation and/or betterment of the RCC;
- B. Employ staff to assist in the operations of the CVD or RCC, subject to the provisions of Article X of this Agreement;
- C. Purchase or lease or otherwise provide for supplies, materials, equipment and facilities deemed necessary and appropriate for the operation and/or betterment of the RCC;
- D. Accept and raise private and public monies for the operation and/or betterment of the RCC;
- E. Exercise any and all other powers and authorities available as set forth in Chapter 167 of the Ohio Revised Code.

#### VI. RESPONSIBILITIES OF THE MEMBERS

Each Member of CVD agrees to cooperate, insofar as it is practicable to do so, with

the Board in the following matters:

- A. The furnishing of any information and assistance that may be reasonably necessary for the successful operation of the RCC; and
- B. The adoption of public safety policies, regulations, and laws that may be reasonably necessary for the efficient and effective operation of the RCC.

VII. ALLOCATION OF COSTS AND DISTRIBUTION OF MONEY

- A. Schedule of Monthly Dues. Each Member agrees to pay the Monthly Dues, as set forth on the Schedule of Monthly Dues, agreed upon by the majority of those Representatives or Alternates present at the meeting at which the Schedule of Monthly Dues is approved. The Monthly Dues may include a charge for capital improvements ("Capital Charge"), which Capital Charge shall be identified in the invoices to the Members.
- B. Dues to be Paid By New Members. Any political subdivision which joins the CVD after the original formation of the CVD shall commence paying monthly dues from the date of joining.
- C. Segregated Account Required for Dues Monies. The Fiscal Officer shall keep all monies collected hereunder in a segregated account.

VIII. ANNUAL OPERATING BUDGET OF THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER

- A. Annual Operating Budget. During its first year of operation, the CVD shall develop a Budget as soon as possible after its formation. The CVD shall also set the Monthly Dues that must be paid by each Member and may require a prepayment by the Members of up to three (3) months of the Monthly Dues, which shall be retained and utilized as working capital, and require the payment of the Monthly Dues each month thereafter. Thereafter, the CVD shall establish and approve an annual operating Budget for the RCC by January 31 of each year, along with a schedule of Monthly Dues to be paid by each member. The Budget and Monthly Dues shall be as approved by a majority of those Representatives or Alternates present at the meeting at which the Budget is considered. The Budget shall include an amount to cover the reimbursement of the Staffing Member of the RCC, as established in Article X hereof.
- B. Fiscal Year. The CVD shall conduct its operations based upon a calendar fiscal year (January 1<sup>st</sup> to December 31<sup>st</sup>).
- C. Acceptance of Funding. The CVD may accept funding from Member political subdivisions, state and federal grant sources, and any other public or private



source.

IX. LOCATION OF THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER

The current location of the RCC is the Chagrin Falls Village Hall, 21 West Washington Street, in the Village of Chagrin Falls. Each Member acknowledges and agrees that the Village of Chagrin Falls has expended significant resources in establishing and maintaining the RCC and agrees that the RCC will remain within the corporate boundaries of the Village of Chagrin Falls unless two-thirds (2/3's) of the members of the CVD, agree to relocate the RCC in an area outside of the corporate boundaries of the Village of Chagrin Falls.

X. CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER PERSONNEL

The Village of Chagrin Falls, so long as the RCC is located within the Village of Chagrin Falls, shall be the "Staffing Member" responsible for the hiring, firing and management of all of the dispatch employees necessary to operate the RCC. Another Member may serve as the Staffing Member in the event the RCC is moved outside the Village of Chagrin Falls, pursuant to Article IX hereof.

XI. EXISTING AGREEMENTS ASSIGNED; TRANSFER OF PERSONAL PROPERTY

There exist certain agreements between the Village of Chagrin Falls and other Members of the CVD for the provision of certain services (e.g. dispatching services and Reverse 911). By agreement of all of the parties hereto, all such agreements are hereby assigned from the Village of Chagrin Falls to the CVD. The Village of Chagrin Falls hereby transfers its ownership interest in all of the personal property used in the performance of dispatch services, which is inventoried and identified on "Exhibit A," appended hereto.

XII. ANNUAL REPORT

The CVD shall make an annual report to Board at the annual meeting.

XIII. CANCELLATION OF THE AGREEMENT

Any Member may withdraw from this Agreement, provided, however, that any such withdrawal shall be effective only on December 31<sup>st</sup> of any given year, and shall be preceded by written notice of withdrawal delivered to the President of CVD by registered mail or by personal service not later than July 1st prior to the effective date of such withdrawal.

XIV. AMENDMENTS

This Agreement may be amended by a two-thirds vote of all Members of the CVD at any regular or special meeting thereof. Copies of any proposed amendments to this Agreement shall be mailed to all Members not less than thirty (30) days prior to any meeting at which the proposed amendment is to be considered.

XV. SEVERABILITY

In the event any part or portion of this Agreement shall be found to be contrary to law and thereby held to be null and void, all other provisions of this Agreement shall remain in full force and effect, and shall not be otherwise affected by any such ruling, finding, or decision.

XVI. SEPARATE ORIGINALS

The parties hereto shall each sign a separate original of this agreement and submit it to the Mayor of the Village of Chagrin Falls for safekeeping, who shall turn said agreements over to the Secretary of the CVD following the election of that officer.

XVII. EFFECTIVE DATE

This agreement shall take effect and be in force from and after the date the fifth member signs the Agreement, which date shall be inserted in the first paragraph of this agreement by the Mayor of the Village of Chagrin Falls or, after the election of the Secretary of the CVD, by said Secretary.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, effective on the date indicated, by signing identical copies of this Agreement, and have submitted it to the Mayor of the Village of Chagrin Falls or the Secretary of the CVD, along with a certified copy of the legislation authorizing the execution of this agreement.

Date: March 16, 2011

Village of Bentleville  
POLITICAL SUBDIVISION

By: [Signature]  
(Signature)

Its: Mayor  
(Office)

FISCAL OFFICER'S CERTIFICATE OF AVAILABLE FUNDS

I, Bernie Schreiber, the fiscal officer of  
(Name) (Title)

Village of Bentleyville Ohio, hereby certify that the funds necessary to pay the  
(Political Subdivision)

obligation of the foregoing agreement have been appropriated and are unencumbered and are either  
in the treasury or in the process of collection.

March 16, 2011

Bernie Schreiber  
Name

Fiscal Officer  
Title  
Village of Bentleyville  
Political Subdivision

### Dispatch Equipment

quantity	description	location
2	Motorola MSF 5000 Repeaters	Chagrin Falls Tower at Armory
1	MSF Limited Repeater - Fire	Chagrin Falls Tower at Armory
1	MICOR VHF Repeater	Chagrin Falls Tower at Armory
1	UPS	Chagrin Falls Tower at Armory
1	Tower Lite Control Station	Chagrin Falls Tower at Armory
2	Zetron Console Positions	Dispatch Center
7	control stations	Dispatch Center
2	power supplies	Dispatch Center
4	battery backups	Dispatch Center
2	remotes	Dispatch Center
2	Motorola MTR 2000 repeaters	Orange Tower
1	back-up paging fire alerting	Orange Fire Department
1	paging encoder and emergency decoder	Orange Fire Department
1	911 system	Chagrin Falls Basement
1	Phone/Radio recorder	Chagrin Falls Basement
1	MDT Server	Dispatch Center
1	Sonicwall	Dispatch Center
1	Switch	Dispatch Center
1	File Server	Dispatch Center
2	computers and monitors	Dispatch Center
2	printers	Dispatch Center
1	fax machine	Dispatch Center
12	police/fire phone lines	Dispatch Center
1	Reverse911 Computer	Dispatch Center
13	phone lines for Reverse 911	Dispatch Center
Contractual Services	Fax Machine Maintenance	
	CRIS Fees	
	Hardware/Software Support	
	LEADS Network Connection	
	12 months Maintenance for 911 system	
	Haines Directory	
	Recorder Maintenance	
	B&C Communications	
	fidelity - internet line for MDT Server	

EXHIBIT "B"

CHAGRIN VALLEY DISPATCH COUNCIL  
NEW MEMBER PARTICIPATION AGREEMENT

This Chagrin Valley Dispatch Council New Member Participation Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City/Village of \_\_\_\_\_, an Ohio political subdivision, ("*City/Village*") and the Chagrin Valley Dispatch Council ("*CVD*").

WHEREAS, on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, eight Ohio political subdivisions: Village of Bentleyville, Chagrin Falls Township, Village of Chagrin Falls, Village of Hunting Valley, Village of Moreland Hills, Orange Village, Village of South Russell, and Village of Woodmere, executed the Restated and Amended Agreement the Chagrin Valley Dispatch Council, Exhibit "A" attached hereto; and

WHEREAS, *City/Village* desires to become a participating member in said Restated and Amended Agreement dated \_\_\_\_\_, 2013.

WHEREAS, the CVD desires to and has had its members vote to accept *City/Village* as a new member upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the covenants herein contained, *City/Village* and the CVD agree as follows:

1. *City/Village* is hereby included as a Member of said Restated and Amended Agreement upon *City's/Village's* authorization and execution of this CVD New Member Participation Agreement.
2. As such New Member, payment of dues by *City/Village* to the CVD shall be as follows:
  - a. Capital Charge share (1<sup>st</sup> partial year)
  - b. Operating Cost share (1<sup>st</sup> partial year)
  - c. Continuing Monthly Dues (1<sup>st</sup> complete year and years thereafter.)
  - d. Other
3. The *City/Village* hereby accepts said offer by its authorization and execution of this New Member Participation Agreement.

4. Unless specifically modified herein, it is agreed by the *City/Village* and the CVD that all terms and conditions of the Restated and Amended Agreement Continuing the Chagrin Valley Dispatch Council as attached hereto as Exhibit "A" and incorporated herein shall be amended and remain in full force and effect with *City/Village* included therein as a Member by the terms hereof.

IN WITNESS WHEREOF, the parties have executed this CVD New Member Participation Agreement on the date first written above.

WITNESS:

CITY/VILLAGE:

\_\_\_\_\_

\_\_\_\_\_  
Mayor

WITNESS:

CHAGRIN VALLEY DISPATCH COUNCIL:

\_\_\_\_\_

\_\_\_\_\_  
Mayor Thomas Brick, President

Approved as to form only:

\_\_\_\_\_  
*City/Village, Director of Law*

Approved as to form only:

\_\_\_\_\_  
David J. Matty, Director of Law  
Chagrin Valley Dispatch Council

## EXHIBIT "C"

quantity	description	location	
2	Motorola MSF 5000 Repeaters	Chagrin Falls Tower at Armory	
1	MSF Limited Repeater - Fire	Chagrin Falls Tower at Armory	
1	MICOR VHF Repeater	Chagrin Falls Tower at Armory	
1	UPS	Chagrin Falls Tower at Armory	
1	Tower Lite Control Station	Chagrin Falls Tower at Armory	
1	UPS Alarm	Chagrin Falls Tower at Armory	
2	Zetron Console Positions	Dispatch Center	
7	control stations	Dispatch Center	
2	power supplies	Dispatch Center	
4	battery backups	Dispatch Center	
2	remotes	Dispatch Center	
3	MARCS control stations	Dispatch Center	
2	Motorola MTR 2000 repeaters	Orange Tower	
1	back-up paging fire alerting	Orange Fire Department	
1	paging encoder and emergency decoder	Orange Fire Department	
1	911 system	Chagrin Falls Basement	
1	Phone/Radio recorder	Chagrin Falls Basement	
1	MDT Server	Dispatch Center	
1	Sonicwall	Dispatch Center	
1	Switch	Dispatch Center	
2	computers and monitors	Dispatch Center	
1	printers	Dispatch Center	
1	fax machine	Dispatch Center	
12	police/fire phone lines	Dispatch Center	
	Reverse 911 Computer	Dispatch Center	
	phone lines for Reverse 911	Dispatch Center	Only using for guardian will be switching
Contract ual Services	Fax Machine Maintenance		
	CRIS Fees		
	Hardware/Software Support		
	LEADS Network Connection		
	12 months Maintenance for 911 system		
	Haines Directory		
	Recorder Maintenance		
	B&C Communications		
	fidelity - internet line for MDT Server		

Current as of March 28, 2013

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 087

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE SENIOR CENTER RESTROOM RENOVATIONS PROJECT AT THE WALTER F. EHRSFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.**

WHEREAS, by and through Resolution No. 2025-070, the City authorized the Mayor to advertise for bids for the Senior Center Restroom Renovations Project at the Walter F. Ehrnfelt Recreation & Senior Center facility; and

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

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

**Section 1.** That this Council hereby finds and determines that the bid submitted by **CROWN COMMERCIAL CONSTRUCTION, INC.**, for the Senior Center Restroom Renovations Project at the Walter F. Ehrnfelt Recreation & Senior Center; is in compliance with the applicable requirements for bidding and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract.

**Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for renovations to the Senior Center Restrooms at the Walter F. Ehrnfelt Recreation & Senior Center, in accordance with the specifications on file in the office of the Director of Recreation & Senior Services for the sum submitted in such bid, but in a total amount not to exceed \$114,757.00 and in a form to be approved by the Law Director.

**Section 3.** That the funds for the purpose of such contract have been appropriated and shall be paid from the Recreation Capital Improvement Fund, subject to reimbursement under the Federal Community Development Block Grant Funds awarded to the City of Strongsville through the 2025 Cuyahoga County Municipal Grant Program.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to properly renovate and maintain the restrooms at the Senior Center facilities, to protect the health and safety of City employees, guests and invitees to City-owned facilities, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote



CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2025 – 087  
Page 2

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	_____	_____
Spring	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

Ord. No. 2025-087 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2025 – 088**

**By: Mayor Perciak and All Members of Council**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF DEVELOPMENT IN CONNECTION WITH A ROADWORK DEVELOPMENT (629) GRANT FOR THE FOLTZ PARKWAY EXTENSION PHASE II PROJECT IN THE CITY OF STRONGSVILLE; AND DECLARING AN EMERGENCY.**

WHEREAS, the Ohio Department of Development's Roadwork Development Grants are awarded for public roadwork improvements that support the expansion or attraction of businesses, with eligible costs including widening, paving, road construction and reconstruction; and

WHEREAS, Foltz Parkway is located within the Strongsville Business & Technology Park, which is the largest business park in Northeast Ohio with industrial zoned, greenfield land available for future development; and

WHEREAS, the City of Strongsville has commenced the Foltz Parkway Extension Phase II Project, which will consist of the extension of Foltz Parkway approximately 2,000 linear feet to the south and will provide a two-lane concrete roadway 40 feet wide with a center turn lane terminating in a cul-de-sac, and with the extension creating access to new industrial sites owned by the City of Strongsville within the Strongsville Business & Technology Park; and

WHEREAS, on July 21, 2025, the State Controlling Board approved the Ohio Department of Development's request to release \$778,380.00 in Roadwork Development (629) Grant funds in FY26, for costs associated with the completion of public roadwork improvements in support of the City of Strongsville's Foltz Parkway Extension Phase II Project; and

WHEREAS, the Ohio Department of Development is prepared to offer the City of Strongsville the Roadwork Development (629) Grant for up to \$778,380.00 in funding for reimbursement of the actual eligible Project costs; and

WHEREAS, the City is desirous of accepting such grant funds on a reimbursement basis.

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

**Section 1.** That the Mayor be and is hereby authorized and directed to enter into a Grant Agreement with the Ohio Department of Development, a copy of which is attached hereto as Exhibit A and incorporated herein, in order to participate in a Roadwork Development (629) Grant in FY26, for up to \$778,380.00 in funding assistance for the Foltz Parkway Extension Phase II Project.

**Section 2.** That the Mayor, the Director of Finance, Director of Economic Development and/or their designees be and are hereby further authorized to do all things necessary to provide, execute and deliver such certifications and other information as may be required in connection therewith, including compliance with program guidelines and assurances.

CITY OF STRONGSVILLE, OHIO  
ORDINANCE NO. 2025 – 088  
Page 2

**Section 3.** That the funds necessary for this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into the Grant Agreement in order to accept such grant funding for public roadwork improvements, to promote jobs and economic development through commencement of the Foltz Parkway Extension Phase II Project, 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	_____	_____
Spring	_____	_____

Approved: \_\_\_\_\_  
Mayor

Date Approved: \_\_\_\_\_

Attest: \_\_\_\_\_  
Clerk of Council

Ord. No. 2025-088 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_





## GRANT AGREEMENT

Grantee					
Grantee:	City of Strongsville		Grant Control No.:	SBIG20264935	
Project Site Address:	Foltz Parkway				
City:	Strongsville	State:	Ohio	Zip:	44149
Project Local Jurisdiction:	City of Strongsville	Effective Date:	07/21/2025		
Project County:	Cuyahoga	Metric Evaluation Date:	06/30/2026		
Grant Funds:	\$778,380.00	End Date:	06/30/2026		
Project Contact					
Grantee Contact:	Brent Painter	Title:	Director of Economic Development		
Address:	16099 Foltz Pkwy				
City:	Strongsville	State:	Ohio	Zip:	44149
E-Mail:	<a href="mailto:brent.painter@strongsville.org">brent.painter@strongsville.org</a>				
Phone Number:	(440) 580-3118	Fax Number:	(440) 238-3001		

This Grant Agreement (the “**Agreement**”) is made and entered into by and between the **State of Ohio, Department of Development (“Grantor”)** and **Grantee** to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs associated with public roadwork improvements at the Project Site listed above (the “**Project**”). This Agreement incorporates by reference the “**Scope of Work**,” which is attached as Exhibit I.

### 1. Project Funding.

(a) State Grant. Grantor hereby grants to Grantee funds in the aggregate amount of Grant Funds listed in the table above (the “**Grant Funds**”) to be used for the sole and express purpose of undertaking and completing the Project. Grantee shall undertake and complete the Project substantially as described in Exhibit I. Grantee may not use the Grant Funds for any purpose other than completion of the Project.

(b) Availability of Other Funds. It is a condition to the award of Grant Funds that Grantee provides additional funds from other sources to pay Project costs in excess of the Grant Funds. Grantee represents and warrants to Grantor that Grantee has obtained such additional funds or that Grantee has a binding commitment for such additional funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Project costs as and when such costs are incurred and payable. No Grant Funds will be disbursed to reimburse Project costs unless and until Grantee obtains the additional funds necessary to pay the balance of the Project costs.

(c) Budget Reductions. Grantee acknowledges that Grantor is subject to State of Ohio budgetary constraints that could result in the reduction of the amount Grant Funds provided under this Agreement. Should Grantor’s funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee’s commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement.

(d) Subsequent Increase. In cases where there is a reduction of Grant Funds and Grantor provides the written notice in accordance with Section 1(c) above, but subsequently additional funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing, but any such increase shall require mutual agreement of the parties which shall be reflected in an Amendment signed in accordance with Section 14(e) of this Agreement.

2. Payment of Grant Funds. Grantor shall disburse the Grant Funds on a reimbursement basis. Grantee shall submit to Grantor for review and approval requests for reimbursement detailing expenditures which have then been incurred by Grantee in accordance with the Project budget included in Exhibit I. The payment of the requests for reimbursement shall be based upon 75% reimbursement of the actual eligible Project costs. Travel expenses will not be costs eligible for reimbursement with Grant Funds. Grantor shall be the sole judge of the adequacy of reimbursement requests. All expenses to be reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee to perform the work described in Exhibit I. Grantee shall submit to Grantor such documentation necessary to substantiate a reimbursement request.

3. Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the time period set forth in this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the eligible costs of the Project actually incurred by Grantee. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within 30 days after demand by Grantor. In the event that Grantee does not submit any requests for reimbursement by the End Date (as such date may be extended as provided in Section 4) and/or the Project is affirmatively abandoned by Grantee, this Agreement shall be null and void without any further action by the parties and neither party shall have any obligation under this Agreement.

4. Agreement Deadlines and Term.

(a) Project Completion. Grantee shall complete the Project not later than the End Date set forth on the first page of this Agreement. If Grantee anticipates that the Project will not be completed by the End Date, Grantee must request an extension of time to complete the Project at least 60 days before the scheduled End Date. It will be within the sole discretion of Grantor to grant or deny such extension of time.

(b) Term of Agreement. This Agreement shall be in effect from the Effective Date set forth on the first page of this Agreement through the End Date set forth on the first page of this Agreement unless it is terminated earlier as provided in Section 10 (collectively, the "Term").

5. Secondary Goal of the Project. Reserved, but not applicable.

6. Non-Discrimination.

(a) Minority Hiring Goal. Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Project and in the fulfillment of Grantee's job creation obligations in the same percentage as the average percentage of minority persons who reside in the county in which the Project is located and any contiguous Ohio counties.

(b) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

## **7. Reporting.**

(a) **Performance Reports.** Grantee shall submit to Grantor an Annual Report in the format required by Grantor (the "**Annual Report**"). Each Annual Report shall provide information for the applicable reporting period, including but not limited to, information detailing the progress of the Project, if required, the number of employees first hired by the company or companies benefiting at the Project Site on or after the Effective Date, the number of employees first employed at the Project Site prior to the Effective Date and retained at the Project Site on or after the Effective Date, the corresponding payroll information for the employees at the Project Site and the Investment to date. Annual Reports shall be submitted by Grantee for each year (or part of a year) during which this Agreement is in effect and each Annual Report shall be received by Grantor no later than March 1, following the year covered by such Annual Report. In addition, Grantee shall provide to Grantor such additional information and reports as Grantor may reasonably from time to time require to evaluate Grantee's performance and the effectiveness of the award.

(b) **Closeout Report.** Within 60 days after the Project is completed, whether on or before the End Date, Grantee shall provide the Grantor with a Closeout Report (the "**Closeout Report**") in the form prescribed by the Grantor, which shall include (i) the amount of Grant Funds used for the Project; (ii) the amount of Grant Funds being returned; (iii) the number of jobs created/retained as a result of the Project; (iv) a summary of the impact the Grant Funds had on the operations of Grantee and/or other business operations nearby; and (ix) any additional information the Grantor may request.

(c) **Signature and Costs.** The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee shall certify by his or her signature of each Annual Report or Closeout Report that the information reported by Grantee is true, complete and correct. All costs incurred by Grantee to comply with the reporting requirements of this Agreement shall be borne by Grantee and shall not be an allowable expense reimbursable from Grant Funds.

(d) **Remedy.** Performance reports are essential for Grantor's effective administration of this grant and its financial incentive programs, generally. If Grantee fails to submit any Annual Report and such breach continues uncured for more than 30 days, Grantor may recover, and Grantee shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Annual Report is past due.

## **8. Records Maintenance and Access.**

(a) **Maintenance of Records.** Grantee shall establish and maintain for at least three (3) years after the End Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Project, including, but not limited to, financial reports, job creation and retention statistics, and all other information pertaining to Grantee's performance of its obligations under this Agreement. If any audit, dispute or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) **Inspection and Copying.** At any time during normal business hours and upon not less than 24 hours prior written notice, Grantee shall make available to Grantor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement, the Grant Funds and the Project which are in the possession or control of Grantee, including, but not limited to, records evidencing employment at the Project Site. Grantor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records, and any such inspection of books and records will be undertaken in such a manner as not to interfere unreasonably with the normal business operations of Grantee. Grantee shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this Section 8(b) from Grantee's other records of operation.

## **9. Adherence to State and Federal Laws and Regulations.**

(a) **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

(b) Ethics. In accordance with Executive Order 2019-11D, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2019-11D, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

(c) Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(d) Outstanding Liabilities. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State of Ohio; (2) any moneys to the State of Ohio or a state agency for the administration or enforcement of any environmental laws of the State of Ohio; and (3) any other moneys to the State of Ohio, a state agency or a political subdivision of the State of Ohio that are past due, whether or not the amounts owed are being contested in a court of law.

(e) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall be ineligible for any future economic development assistance from the State of Ohio, any state agency or a political subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F)(1).

(f) Prevailing Wage. Construction of public improvements with public funds may be subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. Construction projects undertaken with financial assistance provided by the State of Ohio under certain provisions of the Ohio Revised Code are also subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. If applicable, Grantee shall comply, and shall cause its contractors and subcontractors to comply, with all prevailing wage requirements. Grantee shall designate or cause to be designated an individual who shall perform the duties and responsibilities required by law of a prevailing wage coordinator for the Project.

(g) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies.

## **10. Default and Remedies.**

(a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than 30 days after written notice (a “**Default Notice**”) from Grantor. During the thirty-day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the Director of Grantor and Grantee and such default continues beyond any applicable period of cure or grace.

- (b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:
- (i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
  - (ii) Demand Repayment of Grant Funds. If Grantee fails to complete the roadwork portion of the Project as required under Section 4(a) and detailed in Exhibit I, Scope of Work, Grantor may demand repayment of Grant Funds. Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.
  - (iii) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
- (c) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
- (d) Early Termination. Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee, (ii) admits its inability to pay its debts as such debts become due, (iii) commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) has ceased operations at the Project location under the reasonable belief of Grantor. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available under paragraph (b) of this Section 10.
- (e) Effects of Termination. Within 60 days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report setting forth the number of full-time jobs created and/or retained by Grantee from the Effective Date through the termination, the total expenditure of the Grant Funds by Grantee and the status of the Project at the time of termination. The final report shall be signed and certified in the same manner as the reports required by Section 7 of this Agreement. This reporting obligation shall survive the termination of the Agreement.
- (f) Grantor's Expenses. Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.
- 11. Liability**. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
- 12. Certification of Funds**. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate state agencies.



13. **Notice.** Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:  
Ohio Department of Development  
77 South High Street, 28th Floor  
Columbus, Ohio 43215-6130  
ATTN: Grants Manager

If to Grantee:  
To the Grantee Contact and address as set  
forth on page one of this Agreement.

With a copy to the Chief Legal Counsel, Development

14. **Miscellaneous.**

(a) **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.

(b) **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

(c) **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.

(d) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(e) **Amendments.** This Agreement may not be amended or modified except upon such terms as both parties may agree in a writing executed by authorized representatives of each party.

(f) **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.

(g) **Pronouns.** The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

(h) **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.

(i) **Assignment.** Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

(j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

(l) Grantor's Authorized Representative. Grantor's Authorized Representative shall be the Director of the Ohio Department of Development or such individual authorized by the Director in writing.

**Signature:** Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

**Grantee:**

City of Strongsville

**Grantor:**

State of Ohio  
Department of Development  
Lydia L. Mihalik, Director

Sign: \_\_\_\_\_

Print: Thomas P. Perciak

Title: Mayor

Date: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **EXHIBIT I**

### **Scope of Work**

#### **City of Strongsville**

On July 21, 2025, the State Controlling Board approved the Ohio Department of Development's (Development) request to release \$778,380.00 from fund 4W00, line item 195629, (Roadwork Development Grant), in FY26, for the City of Strongsville, for costs associated with the completion of public roadwork improvements in support of the Foltz Parkway project in the City of Strongsville, Cuyahoga County. Development is prepared to offer a grant from the Roadwork Development (629) Account for up to \$778,380.00, covering approximately 75 percent of the total eligible roadwork costs.

Roadwork Development Grants are awarded for public roadwork improvements that support the expansion or attraction of businesses. Eligible costs include widening, paving, road construction and reconstruction, and right-of-way infrastructure improvements such as sewer or utility lines.

The roadwork will extend Foltz Parkway approximately 2,000 linear feet to the south and will provide a 2-lane concrete roadway 40' wide with a center turn lane terminating in a cul-de-sac. The extension will create access to new industrial sites owned by the City of Strongsville, within the Strongsville Business & Technology Park.

The primary focus of the grant is to complete an eligible roadwork project. In addition, one of the secondary goals is the creation or retention of jobs. No direct job commitments are associated with this roadway project. As a result of the project and State assistance provided, traffic flow and accessibility will be improved in the area.

Roadwork Improvement Costs	\$1,037,839.90
Total Eligible Roadwork Improvement Costs	\$1,037,839.90
Roadwork Development Assistance	\$778,380.00