

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

## City of Strongsville

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

August 28, 2025

#### **MEETING NOTICE**

City Council has scheduled the following meetings for <u>Tuesday, September 2, 2025</u>, to be held in the Caucus Room and the Council Chamber at the *Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road:* 

<u>Caucus will begin at 6:45 p.m.</u> All committees listed will meet immediately following the previous committee:

6:45 P.M.

<u>Planning, Zoning & Engineering Committee</u> will meet to discuss Ordinance Nos. 2025-053, 2025-089, and Resolution No. 2025-090.

<u>Public Safety & Health Committee</u> will meet to discuss Ordinance Nos. 2025-086, 2025-091, 2025-092, 2025-093, 2025-094 and 2025-095.

A motion will be made to approve the Public Safety & Health Committee meeting minutes of August 25, 2025.

Recreation & Community Services Committee will meet to discuss Ordinance Nos. 2025-096 and 2025-097.

<u>Finance Committee</u> will meet to discuss Resolution No. 2025-098.

Committee of the Whole will meet to discuss Resolution Nos. 2025-099 and 2025-100.

7:00 P.M. Regular Council Meeting

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

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC Clerk of Council

# STRONGSVILLE CITY COUNCIL REGULAR MEETING TUESDAY, SEPTEMBER 2, 2025 AT 7:00 P.M.

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

#### **AGENDA**

- 1. CALL TO ORDER:
- 2. PLEDGE OF ALLEGIANCE:
- CERTIFICATION OF POSTING:
- 4. ROLL CALL:
- 5. COMMENTS ON MINUTES:
  - Regular Council Meeting June 16, 2025
  - Special Meeting July 14, 2025
  - Special Meeting August 5, 2025
- APPOINTMENTS, CONFIRMATIONS AWARDS AND RECOGNITION:
- 7. REPORTS OF COUNCIL COMMITTEE:
  - ECONOMIC DEVELOPMENT Clark
  - BUILDING & UTILITIES Roff
  - PUBLIC SERVICE AND CONSERVATION Roff
  - PUBLIC SAFETY AND HEALTH Kosek
  - COMMUNICATIONS AND TECHNOLOGY Kosek
  - RECREATION AND COMMUNITY SERVICES Kaminski
  - PLANNING, ZONING AND ENGINEERING Spring
  - SCHOOL BOARD Carbone
  - SOUTHWEST GENERAL HEALTH SYSTEM Short
  - FINANCE Short
  - COMMITTEE-OF-THE-WHOLE Short
  - 8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
    - MAYOR PERCIAK:
    - FINANCE DEPARTMENT:
    - LAW DEPARTMENT:
  - 9. AUDIENCE PARTICIPATION:

#### 10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2025-053 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT REAL ESTATE LOCATED AT 13570 FALLING WATER ROAD (PPN 396-14-015) IN THE CITY OF STRONGSVILLE, FROM SC (SHOPPING CENTER) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION. First reading and referred to the Planning Commission 05-05-25. Refer to Planning Commission memo from meeting held on 05-15-25. Second reading 05-19-25. Public hearing 07-14-25.
- 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. First reading 08-05-25.
- Ordinance No. 2025-089 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION FOR STATE OF OHIO ISSUE 1 FUNDING FOR IMPROVEMENTS TO THE ALBION ROAD AND PROSPECT ROAD (SR 237) INTERSECTION, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2025-090 by Mayor Perciak and All Members of Council. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE SITE PLAN FOR INSTALLATION OF A NEW FIBER CABINET IN AN AT&T EASEMENT ON CITY-OWNED PROPERTY LOCATED AT WEBSTER AND WHITNEY ROADS, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2025-091 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MODIFICATION TO THE PROFESSIONAL ARCHITECTURAL DESIGN AND CONSULTING SERVICES CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND DS ARCHITECTURE, LLC, IN CONNECTION WITH THE CITY OF STRONGSVILLE'S PROPOSED FIRE STATION NO. 5 PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2025-092 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO GRANT AN EASEMENT FOR WATER METER VAULT PURPOSES TO THE CITY OF CLEVELAND IN CONNECTION WITH THE CONSTRUCTION AND INSTALLATION OF A WATER METER VAULT FOR THE PROPOSED NEW FIRE STATION NO. 5, TO BE CONSTRUCTED ON THE SOUTH SIDE OF ROYALTON ROAD BETWEEN PEARL ROAD AND PROSPECT ROAD, AND DECLARING AN EMERGENCY.

- Ordinance No. 2025-093 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE DISPOSAL OF USED AND OBSOLETE FIRE DEPARTMENT EQUIPMENT NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, THROUGH DONATION AND TRANSFER TO THE ROTARY CLUB OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2025-094 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE DISPOSAL OF CERTAIN ITEMS UTILIZED BY THE FIRE DEPARTMENT, AND WHICH ARE BEYOND THEIR SERVICE LIFE AND/OR OBSOLETE, AND NO LONGER NEEDED NOR SAFE FOR ANY MUNICIPAL PURPOSE.
- Ordinance No. 2025-095 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE OHIO ATTORNEY GENERAL'S OFFICE IN CONNECTION WITH THEIR LAW ENFORCEMENT DIVERSION PROGRAM FOR FISCAL YEAR 2026 RELATING TO THE OPIOID EPIDEMIC; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2025-096 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION AND/OR DISPOSAL, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S RECREATION DEPARTMENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2025-097 by Mayor Perciak and All Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF FLOORING AND APPURTENANCES FOR USE BY THE RECREATION DEPARTMENT OF THE CITY IN CONNECTION WITH THE REPLACEMENT OF FLOORING IN VARIOUS AREAS OF THE WALTER F. EHRNFELT RECREATION & SENIOR CENTER; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Resolution No. 2025-098 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE OF THE CITY TO CERTIFY TO THE FISCAL OFFICER OF CUYAHOGA COUNTY UNPAID PROPERTY MAINTENANCE NUISANCE ABATEMENTS FOR LEVY AND COLLECTION ACCORDING TO LAW, AND DECLARING AN EMERGENCY.
- Resolution No. 2025-099 by Mayor Perciak and All Members of Council. A RESOLUTION CONSENTING TO THE TERMS OF THE SANDOZ SETTLEMENT IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE MAYOR TO EXECUTE A SUBDIVISION PARTICIPATION FORM FOR THE SANDOZ SETTLEMENT, AND DECLARING AN EMERGENCY.
- Resolution No. 2025-100 by Mayor Perciak and All Members of Council. A RESOLUTION CONSENTING TO THE TERMS OF THE PURDUE/SACKLER SETTLEMENT PLAN IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE MAYOR TO EXECUTE A SUBDIVISION PARTICIPATION AND RELEASE FORM FOR THE PURDUE/SACKLER SETTLEMENT PLAN, AND DECLARING AN EMERGENCY.

- 11. COMMUNICATIONS, PETITIONS AND CLAIMS:
  - Application for Permit: TRFO D-5: To: Cyclo, LLC; DBA: 15145-47 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 09/28/2025).
- 12. MISCELLANEOUS BUSINESS:
- 13. ADJOURNMENT:

#### CITY OF STRONGSVILLE, OHIO

#### **ORDINANCE NO. 2025 - <u>053</u>**

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT REAL ESTATE LOCATED AT 13570 FALLING WATER ROAD (PPN 396-14-015) IN THE CITY OF STRONGSVILLE, FROM SC (SHOPPING CENTER) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION.

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

**Section 1.** That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain vacant property located at 13570 Falling Water Road (PPN 396-14-015), in the City of Strongsville, from SC (Shopping Center) classification to MS (Motorist Service) classification, which property is more fully described in Exhibit A, and depicted in Exhibit B, all attached hereto and incorporated herein by reference.

- **Section 2.** That the Clerk of Council is hereby authorized to cause the necessary changes on the Zoning Map to be made in order to reflect the zoning change in classification as provided in this Ordinance.
- **Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

First reading: May 5 2085 Second reading: May 19, 2025	Referred to Planning Commission  May 6, 2025
Second reading: / Kay 19, FOR	0 0 1 1 1 10
	Refer to Planning Commusoion
	lan miding head
Third reading:	Approved memo from muting held on May 15, 2025.
-	MM MM 15 0025
Public Hearing: Luly 14, 2025	0.0 7 1100 15, 2003.
	**

# CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2025 – <u>053</u> Page 2

	President of C	ouncil	Approved: Mayor
Date Passed:_			Date Approved:
	<u>Yea</u>	Nay	Attest:Clerk of Council
Carbone Clark Kaminski Kosek Roff Short Spring			Ord. No. <u>2025-0.53</u> Amended:  1st Rdg. <u>05-05-25</u> Ref:  2nd Rdg. <u>15-19-35</u> Ref:  3rd Rdg. <u>Ref:</u> Public Hrg. <u>07-14-25</u> Ref:  Defeated:

#### Exhibit "C"

#### Legal Description - Parcel "C"

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Block "A" in the Woodlawn Estate, Inc., Ledgewood Subdivision No. 1 and a part of Original Strongsville Township, Lot No. 35 as shown by the recorded plat in Volume 201, Page 69 of the Cuyahoga County Map Records and is further bounded and described as follows;

Beginning at a PK Nail set at the intersection of the easterly right of way line of Falling Water Road – 100 feet wide and the southerly line of the Valley Creek Village Condominiums as shown by the recorded plat in Volume 31, Page 54 of the Cuyahoga County Map Records;

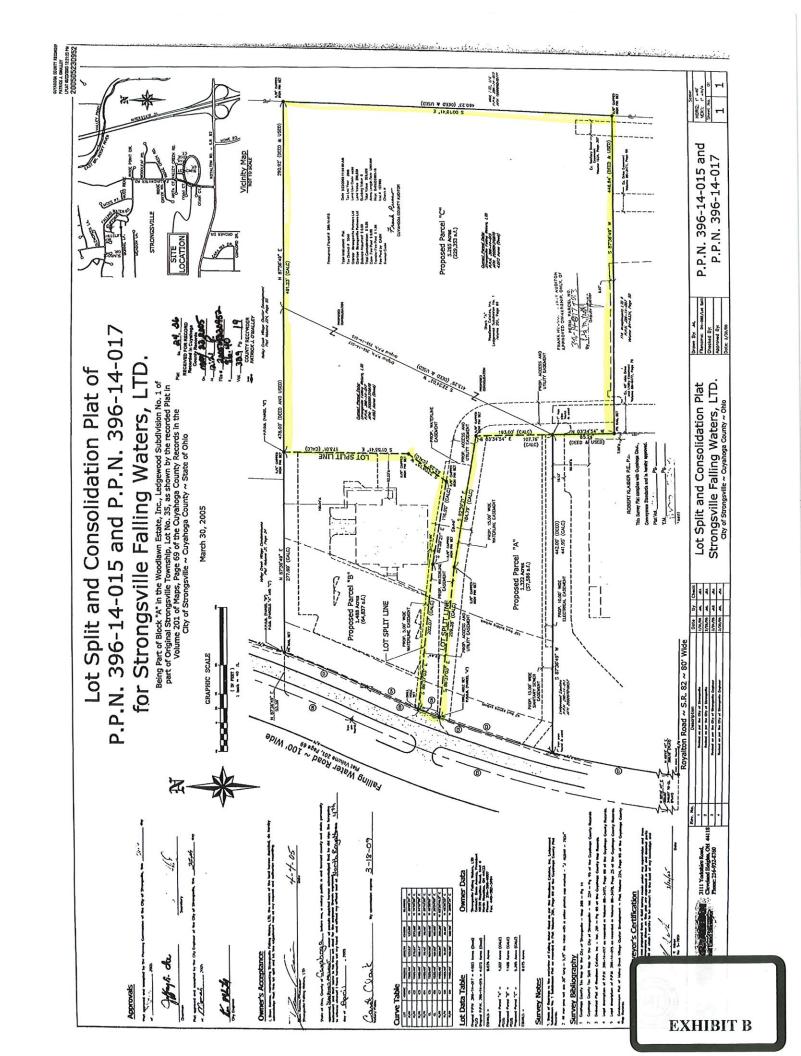
Thence North 87° 36' 49" East along the southerly line of said Valley Creek Village Condominiums and along the southerly line of the Valley Creek Village Cluster Development as shown by the recorded plat in Volume 224, Page 95 of the Cuyahoga County Map Records, a distance of 277.69 feet to a 5/8" diameter capped iron pin set, said point being the Principal Place of Beginning of the premises herein described;

- Course I Thence continuing North 87° 36' 49" East along the southerly line of said Valley Creek Village Cluster Development, a distance of 491.23 feet to a 5/8" diameter capped iron pin set on the westerly line of lands conveyed to VAM, LTD, LCC as recorded in AFN 199909070771;
- Course II Thence South 00° 18' 41" East along the westerly line of said lands conveyed to VAM, LTD, LLC, a distance of 460.23 feet to a 5/8" diameter capped iron pin set at the northeasterly corner of lands conveyed to FHL Investments LTD II as recorded in Volume 84-0334, Page 50 of the Cuyahoga County Records;
- Course III Thence South 87° 36' 49" West along the northerly line of said lands conveyed to FHL Investments LTD II, a distance of 446.84 feet to a PK Nail set on the easterly limits of lands conveyed to Ledgewood Estates as recorded in AFN 200207010657 of the Cuyahoga County Records;



- Course IV Thence North 03° 34' 54" West along the easterly limits of said lands conveyed to Ledgewood Estates, passing through a 1" iron pipe found at a distance of 85.24 feet, a total distance of 193.00 to a 5/8" diameter capped iron pin set;
- Course V Thence North 82° 59' 21" West a distance of 184.79 feet to a 5/8" diameter capped iron pin set;
- Course VI Thence North 86° 37' 03" West a distance of 209.28 feet to a 5/8" diameter capped iron pin set on the easterly right of way line of said Falling Water Road;
- Course VII Thence along the arc of a curve, along the easterly right of way line of said Falling Water Road, deflecting to the right, whose radius is 1485.49 feet which has a chord length of 31.09 feet which bears North 18° 36' 33" East, a distance of 31.09 feet to a 5/8" diameter capped iron pin set;
- Course VIII Thence South 86° 37' 03" East a distance of 202.07 feet to a 5/8" diameter capped iron pin set;
- Course IX Thence South 82° 59' 21" East a distance of 116.90 feet to a 5/8" diameter capped iron pin set;
- Course X Thence North 33o 08' 15" East a distance of 65.28 feet to a 5/8" diameter capped iron pin set;
- Course XI Thence North 01° 55' 41" West a distance of 173.01 feet to the Principal Place of Beginning of the premises herein described containing 5.265 Acres (229,353 s.f.) of land, be the same more or less but subject to all legal highways and easements as surveyed, calculated and described by John Alban, Registered Surveyor No. 7651 in February, 2005. Bearings used herein refer to an assumed meridian and are intended to indicate angles only. Deed of reference is Volume 88-3477, Page 68 and Volume 88-3478, Page 25 of the Cuyahoga County Records.

Permanent Parcel No(s):



#### PETITION FOR ZONING CHANGE

Ordinance Number: 2025-053 To the Council of the City of Strongsville, County of Cuyahoga, State of Ohio: I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class Shopping Con use to a class Morenian use. Such change is necessary for the preservation and enjoyment of a substantial property right because: NEVER DEVELUPTO. Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: Please list other supporting documents (if any) which accompany this petition: TOXT. DEGA RESTAL 1-MENDED THE PROPOSED USE OF THE PROPERTY IS: Hotel Name, address and telephone number of applicant or applicant's agent: Tim Spencer / Trivium Development LLC Name: 210 N. Lazelle Street Columbus, Ohio 43215 Address: (614) 545-7979 cell: (614) 679-6979 Telephone Number: Sobrity of design and the second of the seco Signature of Owner(s) Dean Asimes, owner cribed in my presence this 15 day of \_\_\_\_

**Notary Public** 

My commission expires: 10/7/26

<sup>\*</sup> Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

#### PROPERTY DESCRIPTION FORM

The following described property is that property for which a change is being requested in the

Ordinance Number: 2025 - 053

attached Petition for Zoning Change and which is hereby incorporated into and made part of said petition: 13570 Falling Water Drive Strongsville, Ohio 44136 Address of Property: 396-14-015 Permanent Parcel No: The property is bounded by the following streets: (indicate direction; i.e., north, south, etC.) The property is adjacent to a residental neighborhood to the north, an office building and daycare to the west and retail to the south and east. The site has direct access to Falling Water via a private drive. Number and type of buildings which now occupy property (if any): The property currently sits vacant and has never been developed on Acreage: 5.265 +/- acres Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy):\_\_ Said deed restrictions (will) (have) expire(d) on: Said property is presently under lease or otherwise encumbered as follows: Owner(s) Percent of Ownership: 1. Strongsville Falling Waters II, Ltd. Stanty County Conn. Exp. Conn. Exp. Conn. STATE Signature of Owner(s) DOLN ASIMES, OWNER ဖွဲ့ Bbed to in my presence this <u>//</u> day of \_\_ Notary Public

My commission expires

<sup>\*</sup> Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.





# FALLING WATER RD - STRONGSVILLE

#### CITY OF STRONGSVILLE

#### OFFICE OF THE COUNCIL

#### **MEMORANDUM**

TO:

Lori Daley, Assistant City Engineer

FROM:

Aimee Pientka, Clerk of Council

DATE:

April 22, 2025

SUBJECT:

**Rezoning Application** 

Owner: Strongsville Falling Waters LTD

Developer: Tim Spencer/Trivium Development

PPN: 396-14-015

13570 Falling Water Road

From: Shopping Center (SC) to Motorist Service (MS)

Please check the legal description on the attached application for rezoning and, if correct, please forward to the Law Director so he may prepare legislation for Council to consider.

Thank you.

AKP

Attachments

Cc:

Thomas P. Perciak, Mayor Neal Jamison, Law Director

Daniel J. Kolick, Assistant Law Director

George Smerigan, City Planner

Brent Painter, Economic Development Director

All Members of Council

Mitzi Anderson, Administrator to Boards and Commissions

# City of Strongsville Memorandum

To:

Neal Jamison, Law Director

CC:

Mayor Perciak

Ken Mikula, City Engineer Aimee Pientka, Clerk of Council George Smerigan, City Planner

Brent Painter, Economic Development Director

Dan Kolick, Assistant Law Director

Mitzi Anderson, Administrator to Boards and Commissions

From:

Lori Daley, Assistant City Engineer

Date:

April 24, 2025

Re:

Rezoning Application

Strongsville Falling Waters II LTD

PPN 396-14-015 From SC to MS

Neal,

The legal description included in the Clerk of Council's April 22, 2025 memo regarding the above referenced application accurately describes the parcel to be rezoned.

Please feel free to contact me with any questions.

Thank you.

### **CITY OF STRONGSVILLE**

#### OFFICE OF THE COUNCIL

#### **MEMORANDUM**

TO:

Mitzi Anderson, Administrator to Boards & Commissions

FROM:

Aimee Pientka, Clerk of Council.

DATE:

May 6, 2025

SUBJECT:

Referral from Council: Ordinance No. 2025-053

At its regular meeting of May 5, 2025, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

Ordinance No. 2025-053 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT REAL ESTATE LOCATED AT 13570 FALLING WATER ROAD (PPN 396-14-015) IN THE CITY OF STRONGSVILLE, FROM SC (SHOPPING CENTER) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION. First reading and referred to the Planning Commission 05-05-25.

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

AKP Attachments

#### MEMORANDUM

TO:

Aimee Pientka, Council Clerk

Neal Jamison, Law Director

FROM:

Mitzi Anderson, Administrator Boards & Commissions

**SUBJECT: Referral to Council** 

DATE:

May 16, 2025

Please be advised that at its Meeting of May 15, 2025, the Strongsville Planning Commission gave an Unfavorable Recommendation to the following:

#### **ORDINANCE 2025-053**

An Ordinance Amending the Zoning Map of the City of Strongsville Adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to Change the Zoning Classification of Certain Vacant Real Estate located at 13570 Falling Water Road (PPN 396-14-015) in the City of Strongsville, From SC (Shopping Center) Classification to MS (Motorist Service) Classification

However, the Planning Commission gave a Favorable Recommendation if the applicant on its own would proffer the following:

#### **ORDINANCE 2025-053**

An Ordinance Amending the Zoning Map of the City of Strongsville Adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to Change the Zoning Classification of Certain Vacant Real Estate located at 13570 Falling Water Road (PPN 396-14-015) in the City of Strongsville, From SC (Shopping Center) Classification to MS (Motorist Service) Classification, Subject to Covenants and Restrictions Requiring A Minimum Three (3) Star Hotel and Related Uses, Prohibiting All Other Uses Within the (MS) Motorist Service District, In a Form to be Approved by the Law Department Binding on the Property and on All Successor Users As Well



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

## City of Strongsville

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

#### **Legal Advertisement**

#### **CITY OF STRONGSVILLE, OHIO**

#### NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be conducted by the Council of the City of Strongsville on **Monday**, **July 14**, **2025 at 6:00 p.m.**, **current time**, in the Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road, Strongsville, Ohio, upon the following Ordinance, which has been introduced in and is currently pending before the Council, entitled:

Ordinance No. 2025-053 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT REAL ESTATE LOCATED AT 13570 FALLING WATER ROAD (PPN 396-14-015) IN THE CITY OF STRONGSVILLE, FROM SC (SHOPPING CENTER) CLASSIFICATION TO MS (MOTORIST SERVICE) CLASSIFICATION. First reading and referred to the Planning Commission 05-05-25. Refer to Planning Commission memo from meeting held on 05-15-25. Second reading 05-19-25. Public hearing 07-14-25.

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

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

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

Aimee Pientka, MMC Clerk of Council

**Editor's Note:** 

To be published in The Sun Star-Courier/Sun News

June 6, 2025 and June 13, 2025.

and online at Cleveland.com:

#### CITY OF STRONGSVILLE, OHIO

#### **ORDINANCE NO. 2025 – <u>086</u>**

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 THE FOR CENTER REGIONAL COMMUNICATIONS PUBLIC SAFETY SERVICES, AND OF DISPATCH **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 – <u>086</u> Page 2

**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 C	ouncil	Approved:	Mayor
Date Passed:_			Date Approved:	
	<u>Yea</u>	<u>Nay</u>	Attest:Clerk of	Council
Carbone Clark Kaminski Kosek Roff Short Spring			Ord. No <u>2025-086</u> 1 <sup>st</sup> Rdg. <u>08-05-25</u> 2 <sup>nd</sup> Rdg 3 <sup>rd</sup> Rdg	_Amended: Ref: <i>PS++ </i> Ref: Ref:
			Public HrgAdopted:	Ref: _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.

\$<u>1,107,576.79</u>

- 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.
- 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:
	Thomas P. Perciak, Mayor

WITNESS:	CHAGRIN VALLEY DISPATCH COUNCIL:	
	Mayor Kirsten Holzheimer Gail, President	
Approved as to form only:	Approved as to form only:	
Neal M. Jamison, Law Director City of Strongsville	David J. Matty, Director of Law Chagrin Valley Dispatch Council	

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

<u>Description</u>	Quantity
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;
- 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. <u>Segregated Account Required for Dues Monies</u>. 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. <u>Fiscal Year.</u> The CVD shall conduct its operations based upon a calendar fiscal year (January 1<sup>st</sup> to December 31<sup>st</sup>).
- C. <u>Acceptance of Funding.</u> 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. <u>SEVERABILITY</u>

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. <u>EFFECTIVE DATE</u>

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.

	POLITICAL SUBDIVISION
Date:	BY:(ON FILE] (Signature)
	lts:(Office)

# EXHIBIT "A"

RECEIVED

83 ST

VILLAGE OF CHAGRIN FALLS

## AN AGREEMENT ESTABLISHING THE CHAGRIN VALLEY DISPATCH COUNCIL

THIS AGREEMENT is made and entered into this <u>Hoth</u> day of <u>Marcin</u>, 201 1. 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 of 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. <u>Dues to be Paid By New Members</u>. 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. <u>Segregated Account Required for Dues Monies</u>. The Fiscal Officer shall keep all monies collected bereunder 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. <u>Fiscal Year</u>. 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. <u>EXISTING AGREEMENTS ASSIGNED: TRANSFER OF PERSONAL PROPERTY</u>

There exist dertain 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 bereto, 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.

WHAGE OF BENTLONWILL

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.

POLITICAL/SUBDIVISION

Date: March 16, 2011 By: Wall Salmul

#### FISCAL OFFICER'S CERTIFICATE OF AVAILABLE FUNDS

i, Beinice Schrabor, the fis	cal officer of
(Name)	(11116)
VIII as a Bartaville Ohio, hereby ce (Political subdivision)	ertify that the funds necessary to pay the
obligation of the foregoing agreement have been app	ropriated and are unencumbered and are either
in the treasury or in the process of collection.	
March 16, 2011	Brunie Schruber Name
	Fiscal Officer Title VILLAGE of Bentlagille Political Subdivision

#### Dispatch Equipment

uantity	description	location
	2 Motoroia 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
<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	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 Falis Basement
	1 IMDT Server	Dispatch Center
	1 Sonicwal	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	Disparch Center
	13 phone lines for Reverse 911	Disparch Center
Contractual Services	Fax Machine Maintenance	
	CRIS Fees	
	Hardware/Software Support	
*	LEADS Network Connection	
A STATE OF THE STA	12 months Maintenance for 911 system	
	Haines Directory	i
	Recorder Maintenance	
	B&C Communications	
	fidelity - internet line for MDT Server	

#### EXHIBIT "B"

## CHAGRIN VALLEY DISPATCH COUNCIL NEW MEMBER PARTICIPATION AGREEMENT

T day of	s Chagrin Valley Dispatch Council New Member Participation Agreement is made this
, 0,	, 2013 by and between the City/Village of
Dispatch	, an Ohio political subdivision, ("City/Village") and the Chagrin Valle puncil ("CVD").
Hunting \ Woodme	HEREAS, on the
<b>V</b> Amended	IEREAS, City/Village desires to become a participating member in said Restated an greement dated
W member i	EREAS, the CVD desires to and has had its members vote to accept City/Village as a new on the terms and conditions hereinafter set forth.
N agree as f	W, THEREFORE, in consideration of the covenants herein contained, <i>City/Village</i> and the CVI lows:
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)
	<ul> <li>c. Continuing Monthly Dues (1<sup>st</sup> complete year and years thereafter.)</li> </ul>
	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"

quantit	y 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  Dispath Center	
	2 Motorola MTR 2000 repeaters		
	1 back-up paging fire alerting	Orange Tower	
	1 paging encoder and emergency decoder	Orange Fire Department	
	The Section of the Circle General decodes	Orange Fire Department	
	1 911 system	Character 5 th o	
	1 Phone/Radio recorder	Chagrin Falls Basement	
·-···		Chagrin Falls Basement	
	1 MDT Server	District Co.	
	1 Sonicwall	Dispatch Center	
	1 Switch	Dispatch Center Dispatch Center	
	computers and monitors	Dispatch Center	
	printers	Dispatch Center	
	fax machine	Dispatch Center	
12	police/fire phone lines	Dispatch Center	
	Reverse911 Computer	Dispatch Center	Only using for guardiar
	phone lines for Reverse 911	Dispatch Center	will be switching
ntract			
l		İ	
	Fax Machine Maintenance		
	CRIS Fees		
	Hardware/Software Support LEADS Network Connection		
	12 months Maintenance for 911 system		
	Haines Directory		
	Recorder Maintenance		
	B&C Communications		
1	fidelity - internet line for MDT Server		

### ORDINANCE NO. 2025 - <u>089</u>

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION FOR STATE OF OHIO ISSUE 1 FUNDING FOR IMPROVEMENTS TO THE ALBION ROAD AND PROSPECT ROAD (SR 237) INTERSECTION, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, this Council is desirous of making application for State of Ohio Issue 1 funding, including both a grant and loan (at zero percent interest), for improvements to Albion Road and Prospect Road in connection with the Albion Road and Prospect Road (SR 237) Improvements Project, consisting of widening and full reconstruction of the existing two-lane roadway for the addition of dedicated EB and WB left turn lanes and dedicated NB right turn lane on Albion Road, extension of the NB and SB left turn lanes and dedicated EB right turn lane on Prospect Road, with a total overall estimated cost of \$3,646,335.00.

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

- **Section 1.** That the Mayor and City Engineer be and are hereby authorized and directed to prepare and submit an application to the Ohio Public Works Commission for \$1,100,000.00 in Issue 1 funding, including both a grant and Ioan, for improvements to Albion Road and Prospect Road Intersection Improvements Road in connection with the Albion Road and Prospect Road Intersection Improvements Project; and to execute all documents and do all things necessary in furtherance thereof.
- **Section 2.** That, if such application is approved, it is the intent of this Council to pay for the City's portion of the costs in connection with such project, estimated to be \$2,546,335.00, from the General Capital Improvement Fund, and such other local and/or state funds which may become available for such project.
- **Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- **Section 4.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the preparation and submission of the application is City, and for the further reason that the preparation deadline date, to provide for improved immediately necessary in order to meet the application deadline date, to provide for improved traffic flow and level of service, improved safety and safe roads within the municipality, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-conserve public funds.

# CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2025 – <u>089</u> Page 2

	President of	Council	Approved: Mayor
Date Passed:			Date Approved:
	<u>Yea</u>	<u>Nay</u>	Attest: Clerk of Council
Carbone Clark Kaminski Kosek Roff Short Spring			Ord. No. <u>2025 - 089</u> Amended:
			Adopted:Defeated:

#### **RESOLUTION NO. 2025 – <u>090</u>**

By: Mayor Perciak and All Members of Council

A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE SITE PLAN FOR INSTALLATION OF A NEW FIBER CABINET IN AN AT&T EASEMENT ON CITY-OWNED PROPERTY LOCATED AT WEBSTER AND WHITNEY ROADS, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, AT&T, through its agent, has submitted a site plan to the Planning Commission for approval of installation of a new fiber cabinet in an AT&T easement on Cityowned property located at Webster and Whitney Roads (PPN 398-07-001) and zoned Public Facilities; and

WHEREAS, the Commission approved said site plan at its meeting of August 14, 2025.

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

- **Section 1.** That this Council does hereby confirm the approval of the City's Planning Commission of the site plan submitted by AT&T, for installation of a new fiber cabinet in an AT&T easement on City-owned property located at Webster and Whitney Roads (PPN 398-07-001), which is zoned Public Facilities.
- **Section 2.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- **Section 3.** That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to ensure continuous and proper operation and maintenance of communications capabilities and appurtenances located within the City, and to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

Desident of Council	Approved:Mayor
President of Council	ayo
Date Passed:	Date Approved:

# CITY OF STRONGSVILLE, OHIO RESOLUTION NO. 2025 - <u>090</u> Page 2

	<u>Yea</u>	<u>Nay</u>	Attest:Clerk of Council
Carbone Clark Kaminski Kosek Roff Short Spring			Ord. No. <u>2025 - 090</u> Amended:
			Public HrgRef:
			Adopted:Defeated:

#### **MEMORANDUM**

TO:

Aimee Pientka, Council Clerk

**Neal Jamison, Law Director** 

FROM:

Mitzi Anderson, Administrator Boards & Commissions

SUBJECT: Referral to Council

DATE:

August 15, 2025

Please be advised that at its Meeting of August 14, 2025, the Strongsville Planning Commission gave a Favorable Recommendation to the following:

#### AT & T, Lowell Crabtree, Agent

Site Plan approval to install a new fiber cabinet  $40.2" \times 46.6" \times 18.7"$  in an AT & T easement, located at Webster & Whitney Road, PPN. 398-07-001, zoned PF – Public Facility

#### **ORDINANCE NO. 2025 - 091**

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MODIFICATION TO THE PROFESSIONAL ARCHITECTURAL DESIGN AND CONSULTING SERVICES CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND DS ARCHITECTURE, LLC, IN CONNECTION WITH THE CITY OF STRONGSVILLE'S PROPOSED FIRE STATION NO. 5 PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Resolution No. 2024-065, Council authorized the Mayor to request proposals for architectural design and consulting services relating to the proposed new Fire Station No. 5 project; and

WHEREAS, various proposals were received, the proposers were ranked in accordance with law, and Council proceeded to award and enter into a contract for such services with the firm ranked as the best qualified and best proposer; and

WHEREAS, by and through Ordinance No. 2024-128, Council authorized the Mayor to enter into a contract with DS Architecture, LLC for professional architectural design and consulting services in connection with the proposed new Fire Station No. 5 project, in the amount of \$831,345.00; and

WHEREAS, DS Architecture, LLC has recommended that it would be in the best interest of the City to retain the services of a third-party engineering consultant for Traffic Signal Engineering Services for the project, which would include documentation and specifications for traffic control signals connected to the City's city-wide network; and

WHEREAS, therefore, the City Engineer has concurred and determined that it would be in the best interest of the City to provide for modifications to the scope and cost of the professional architectural design and consulting services contract with DS Architecture, LLC, all as more fully set forth in Exhibit "A" attached hereto and incorporated herein as if fully rewritten, and to provide additional payment for such modifications to the contract, in the total amount of \$26,870.00, for a new total proposal of \$858,215.00.

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 modification to the contract for architectural design and consulting services for the proposed new Fire Station No. 5 project, in order to retain the services of a third-party engineering consultant for Traffic Signal Engineering Services, in the total amount of \$26,870.00, as recommended by the City Engineer, and reflected in Exhibit "A", and to direct the Director of Finance to make payment to **DS ARCHITECTURE**, **LLC**, in the additional amount of \$26,870.00, thereby increasing the total contract cost to \$858,215.00.

Section 2. That the funds necessary for this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund.

## CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2025 – <u>091</u> Page 2

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

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for modifications to the project and cost proposal, to facilitate payment to the contractor for additional work, to avoid potential legal problems, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

	President of	Council	Approved:	Mayor	_
Date Passed	l:		Date Approved:		<del></del> -
	<u>Yea</u>	<u>Nay</u>	Attest:Cle	erk of Council	_
Carbone Clark Kaminski Kosek Roff Short Spring			1 <sup>st</sup> Rdg 2 <sup>nd</sup> Rdg 3 <sup>rd</sup> Rdg	Ref:Ref:	
			Public Hrg	Ref: Defeated:	



June 26, 2025

Jack Draves, Chief Strongsville Fire & Emergency Services 17000 Prospect Road Strongsville, OH 44149

Re:

Strongsville Fire Station #5

South Side of Royalton Rd, between Pearl Rd and Prospect Rd

Strongsville, OH 44149

Dear Chief Draves,

DS Architecture is submitting our proposal to modify the project scope and A/E fee of the agreement as follows:

#### PROJECT SCOPE

Our original agreement dated August 16, 2024 excludes Traffic Signal Engineering Services from the project scope, Traditionally, Traffic Signal Engineering involves complete design, including documentation and specifications, for traffic control signals connected to the City's City-Wide network, and is performed by City Engineers or provided by a third-party consultant independently hired by the City. DS Architecture will provide deliverables and coordination for Traffic Signal Engineering, performed by TMS Engineers. A copy of our consultant's proposal is attached for your reference.

#### **INCREASE IN FEE**

The additional fee of \$26,870 will provide Traffic Engineering Services per the attached proposal.

#### PROJECT TIMELINE

This scope change will not impact the project schedule.

Amendment net change to the agreement for a total increase/decrease of fees: \$26,870.00

DS Architecture is prepared to commence this work immediately upon acceptance of this amendment. Please feel free to contact me if you have any questions or concerns.

Sincerely,

DS ARCHITECTURE

Chief Executive Officer DS Architecture, LLC

DS ARCHITECTURE

### TMS Engineers, Inc.

#### **Transportation Management Services**

2112 Case Parkway South, #7 • Twinsburg, Ohio 44087 www.TMSEngineers.com

June 4, 2025

Ms. Amanda E. Carter, RA DS Architecture 1020 Huron Road Suite 101 Cleveland, Ohio 44115

Re:

Proposed Fire Station 5 Emergency Signal Design Strongsville, Ohio

Dear Amanda,

Thank you so much for considering us for professional traffic engineering services. The following is our proposal for the Royalton Road (SR 82) and Strongsville Fire Station #5 emergency signal installation. It includes connecting this signal to the City's City-Wide adaptive signal network. We will include quantities, estimate of probable constructions costs and all required specifications.

The following is a description of my work effort, time schedule and compensation requirements in order to prepare the plans and specifications in accordance with the requirements of the City of Strongsville and the Ohio Department of Transportation.

#### SCOPE OF SERVICES - PART A

- 1. Permanent Traffic Control Design
  - a. The permanent traffic control plans will also be prepared in accordance with the current Ohio Department of Transportation specifications or requirements. A complete set of reproducible construction documents will be prepared in AutoCad, including:
    - Signal plan at a scale of 1"=10' to furnish and install signal supports and foundations, controller and cabinet, battery backup and cabinet, vehicle signals (LED) with backplates, vehicle detectors;
    - Signal Details, including: pole charts, phasing diagrams, timing charts, field hook-up charts, detector charts, wiring diagrams, vehicular signal head details;
    - Network interconnect details;

Phone: (330) 686-6402 • Fax: (330) 686-6417 • E-Mail: Mail@TMSEngineers.com

- Traffic Control notes and specifications;
- Signing and pavement marking plans;
- Quantities/Summaries;
- 2. Estimate of Probable Construction Costs;
- 3. All our work will be performed in AutoCAD format (Release 2026).
- 4. Plans and specifications will be stamped and signed by an Ohio Professional Engineer who is certified by the Ohio Department of Transportation for signal design.

#### **CLARIFICATIONS**

Plan format will follow that normally used for a locally administered project (LPA) for quotation purposes by a signal contractor. ODOT plan format (the use of sub-summaries) will not be used. A complete set of reproducible construction specifications and documents will be prepared. Construction drawings will be prepared in AutoCad format and electronic copies will also be provided. Our work does not include soil investigations. If there are any soil testing information available, please provide this data. Construction inspection services are also not included in this proposal.

#### SERVICES TO BE PROVIDED BY DS ARCHITECTURE

Please provide to TMS Engineers, Inc. the following:

- 1. Survey and base plan of existing and proposed conditions in AutoCAD Format. The survey must include the intersection geometry and right of way.
- 2. Provide any underground or overhead utility information.

#### TIME SCHEDULE

TMS Engineers, Inc. will undertake the responsibilities, duties and requirements set forth in t his Agreement and will complete those responsibilities, requirements and duties within six (6) wereks for the analysis and design to complete, excluding reviews.

#### COMPENSATION

The fee for professional services outlined in the Scope of Services will be on the basis of a *Lu.mp Sum Fee of Twenty-Six Thousand, Eight Hundred Seventy Dollars (\$26,870.00)* for the signal construction plans. Appropriate amounts are incorporated in the Lump Sum Fee to account for labor, overhead, profit, reimbursable expenses and other consulting charges. It also includes sufficient copies of the analysis and design to, its agents and the reviewing agency.

Attendance at any meetings other than those specified in the scope of work will be on the basiss of an hourly rate of \$215.00/hour if required.

Invoices will be submitted monthly for the services based upon an estimate of the portion of the total services actually completed during the billing period to the Lump Sum. Invoices are due upon receipt and past due 30 days after receipt. Invoice amounts not paid within 30 days after receipt, shall accrue interest at the rate of 1½% per month (or the maximum rate permitted by law, if less), with payments applied first to accrued interest and then to unpaid principal.

#### LIABILITY

To the fullest extent permitted by law, notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of TMS Engineers, Inc. and it's officers, directors, agents or employees, and any of them, to DS Architecture and anyone claiming by, through, or under DS Architecture for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to this Agreement or to the Project from any cause or causes, includling but not limited to the negligence, professional errors or omissions, strict liability, or breach of contract or warranty, express or implied, of TMS Engineers, Inc. or it's officers, directors, agents or employees, or any of them, shall not exceed the total compensation received by TMS Engineers, Inc. under this Agreement.

#### INDEMNIFICATION

The client waives any claim against TMS Engineers, its officers, employees and agents and agrees to defend, indemnify, protect and hold harmless TMS Engineers, and its officers, employees and

agents from any and all claims, liabilities, damages or expenses, including but not limited to delay of the project, reduction of property value, fear of or actual exposure to or release of toxic or hazardous substances, and any consequential damages of whatever nature, which may arise directly or indirectly, to any party, as a result of the services provided by TMS Engineers under this agreement, unless such injury or loss is caused, in whole or in part, by the negligence of TMS Engineers.

#### PROFESSIONAL RESPONSIBILITY

TMS Engineers represents that the services shall be performed within the limits prescribed by the Agreement in a manner consistent with the level of care and skill ordinarily exercised by other professional consultants of the type used in this project under similar circumstances. No other representation to DS Architecture, express or implied, and no warranty or guarantee is included or intended in the Agreement, or in any report, opinion, document or otherwise.

#### CONCLUSION

This Proposal is based on our understanding of the Scope of Services to date and the responsibilities of TMS Engineers. If the Scope of Services for this Project is altered, this Proposal shall be adjusted accordingly to the mutual satisfaction of both DS Architecture and TMS Engineers.

#### ACCEPTANCE

Please sign and return the enclosed copy of this letter to serve as acceptance of this Agreement. If you should issue a purchase order, such shall be for your accounting purposes only, as the terms and conditions are not applicable to professional services.

The costs included in this Proposal are valid for six (6) months from the date of the submittal. Iff the Proposal is accepted after said period, TMS Engineers reserves the right to review and retain or modify the costs stated herein in order to appropriately reflect changing costs and salaries and simular economic considerations.

This document shall represent our total agreement and supercedes all prior representations. Any amendment shall be in writing and signed by both parties. Our understanding shall be construed under the laws of the State of Ohio. This Agreement shall become effective on the date of the last signature made.

We appreciate your consideration of our firm, TMS Engineers, for this assignment and we are in a position to begin work promptly upon your acceptance of this proposal. If you have any questions or require additional information, please do not hesitate to call.

Very truly yours,

TMS Engineers, Inc.



Michael W. Schweickart, P.E., PTOE President

#### ACCEPTANCE OF CLIENT

I agree to the terms contained herein and authorize TMS Engineers, Inc. to proceed with the work.

Date:		 	
Ву:			
Its:			*
Firm:		 	•
Address:		x	
Phone:			

#### **ORDINANCE NO. 2025 - <u>092</u>**

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO GRANT AN EASEMENT FOR WATER METER VAULT PURPOSES TO THE CITY OF CLEVELAND IN CONNECTION WITH THE CONSTRUCTION AND INSTALLATION OF A WATER METER VAULT FOR THE PROPOSED NEW FIRE STATION NO. 5, TO BE CONSTRUCTED ON THE SOUTH SIDE OF ROYALTON ROAD BETWEEN PEARL ROAD AND PROSPECT ROAD, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville is proposing to construct a new Fire Station No. 5 to be located on the south side of Royalton Road, between Pearl Road and Prospect Road; and

WHEREAS, the contemplated public improvement of a water meter vault on Royalton Road near Pearl Road will occupy certain property of the City of Strongsville; and

WHEREAS, therefore, the City of Strongsville wishes to grant an easement for water meter vault purposes to the City of Cleveland.

- NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:
- **Section 1.** That the Mayor be and is hereby authorized to grant an Easement for Water Meter Vault purposes to the City of Cleveland for the construction, reconstruction, installation, use and repair of a water meter vault below the surface of land in a portion of the property of the City of Strongsville on Royalton Road near Pearl Road, identified as Permanent Parcel No. 393-18-034, and as more fully set forth in the Easement attached hereto as Exhibit "1", and made a part hereof by reference.
- **Section 2.** That after execution by the City of Strongsville, the Law Director is hereby authorized and directed to forward such Easement for Water Meter Vault purposes to the City of Cleveland for further acceptance and signature by the City of Cleveland.
- **Section 3.** That the City Engineer is hereby directed to cause the aforesaid Easement to be recorded in the office of the Cuyahoga County Fiscal Office after its full execution.
- **Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- **Section 4.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the construction and installation of the water meter vault

## CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2025 – <u>092</u> Page 2

is immediately necessary for the proposed new Fire Station No. 5. 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 C	ouncil	Approved:Mayor
Date Passed:_			Date Approved:
	<u>Yea</u>	<u>Nay</u>	Attest:
Carbone Clark Kaminski Kosek Roff Short Spring			Ord. No. <u>2025 - 09 Z</u> Amended:
			Public HrgRef: Adopted:Defeated:

#### EASEMENT FOR WATER METER VAULT

#### KNOW ALL MEN BY THESE PRESENTS

THAT the City of Strongsville, Ohio, the Grantor \_\_, herein for consideration of the sum of one dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, do(es) hereby give, grant, bargain and convey to the City of Cleveland, municipal corporation of the State of Ohio, the Grantees herein, the Right-of-way and easement for the purpose hereinafter mentioned is the following premises, to-wit:

#### SEE THE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

Be the same more or less but subject to all legal highways.

The Grantor(s) convey the right and easement to enter upon said premises and to install, repair and maintain therein the water meter(s), also to turn off the water of any service or main, or to do any other thing that may be necessary or advisable in the judgment of said Grantees, its successors or assigns, in order to maintain or operate said meters in accordance with the ordinances, rules and regulations for the management of said Grantees now in force or that may hereafter be adopted.

The Grantor(s) further in consideration of the acceptance of the easement above mentioned, by the Grantee does hereby agree to pay the entire cost of installing and maintaining a water meter vault and appurtenances within the above described easement, constructed and maintained in accordance with the provisions, rules, regulations and requirements of the Grantee, its successors or assigns.

Whenever the Grantor(s) is notified by the Grantee that the water meter vault or its appurtenances are in need of maintenance, said maintenance shall be performed by the Grantor(s). In the event the Grantor(s) fails to perform said maintenance within a reasonable period of time as determined by the Grantee, the Grantee reserves the right to perform said maintenance and charge the expense thereof to the Grantor(s).

The Grantor(s) hereby restrict said premises within the limits of the above described easement against the construction thereon of any buildings of a temporary or permanent type, excepting any sidewalks and/or pavements.

TO HAVE AND TO HOLD THE above described easement and right-of-way for the purpose above mentioned unto said Grantee forever.

It is the intent of this conveyance that neither the filling of this deed or conveyance, its acceptance by the Grantee nor any other circumstance shall be construed as a dedication of or as an agreement by the Grantee to accept for dedication the premises herein described for public use as a street.

each case that party, his or her heirs, administrators, successors and/or assigns. IN WITNESS WHEREOF, The Grantor(s) has caused this instrument to be executed on the \_\_\_\_\_ day of September , 2025 . **Grantors:** Signed in the presence of: City of Strongsville, Ohio Thomas P. Perciak, Mayor This instrument prepared by: Neal M. Jamison, Law Director, City of Strongsville STATE OF OHIO SS: Cuyahoga COUNTY OF Before me, a Notary Public in and for said County and State, personally appeared the above named Grantor(s) City of Strongsville, Ohio, by its Mayor, Thomas P. Perciak, who acknowledged that the signing of the foregoing instrument in my presence was a free and duly authorized act and deed. IN WITNESS WHEREOF, I have hereunto set my hand and official seal this \_\_\_\_\_ day of <u>Sep</u>tember, 2025 . Notary Public The City of Cleveland by its Director of Public Utilities does hereby accept the grant of easement this day of \_\_\_\_\_\_, \_\_\_\_, as authorized by Codified Ordinance Section 129.20. City of Cleveland Witness: The legal form and correctness of the within instrument is hereby approved.

**Assistant Director of Law** 

It is agreed that whatever party is named in this instrument there shall be intended and included in





Legal Description Strongsville Fire Station Water Vault Easement July 24, 2025 File No. 15033-LD001 Page 1 of 2

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and being known as a part of Original Strongsville Township Lot No. 55 & 56 and is further bounded and described as follows.

Beginning at a 1" iron pin monument found at the intersection of the centerline of Pearl Road (S.R. 42) (90 Feet Wide) and the centerline of Royalton Road (S.R. 82) (Width Varies);

Thence South 71°57'16" West, along the centerline of said Royalton Road, a distance of 163.50 feet to a 1" iron pin monument found at a point of curvature;

Thence by the arc of a curve, continuing along the centerline of said Royalton Road, deflecting to the left, a distance of 399.56 feet to a 1" iron pin monument found at the point of tangency. Said arc having a radius of 3,454.65 feet, a central angle of 06°37'36" and a chord which bears South 68°40'18" West, a distance of 399.33 feet;

Thence South 65°24'19" West, continuing along the centerline of said Royalton Road, a distance of 198.35 feet;

Thence South 24°35'41" East, a distance of 40.00 feet to a point on the Southerly right of way line for said Royalton Road and the principal place of beginning of the easement hereinafter described:

Course 1 Then	ce South 24°35'41" l	East, a distance of 16.00	feet;
Course 1 Then	ce South 24°35'41" l	East, a distance of 16.00	feet;

Course 2 Thence South 65°24'19" West, a distance of 16.00 feet;

Course 3 Thence North 24°35'41" West, a distance of 16.00 feet to a point on the Southerly right of way line of said Royalton Road;

Course 4 Thence North 65°24'19" East, along the Southerly right of way line of said Royalton Road, a distance of 16.00 feet to the principal place of beginning and containing 0.0059 Acres (256 Square Feet) of land according to a survey by Terrence E. Worsech, Ohio Registered Surveyor Number 81382, dated November 21, 2024.

Legal Description Strongsville Fire Station Water Vault Easement July 24, 2025 File No. 15033-LD001 Page 2 of 2

Basis of bearing for this survey is Grid North as established by NAD83 (2011) Ohio State Plane Coordinate System, North Zone (3401) as observed by GPS Observations.

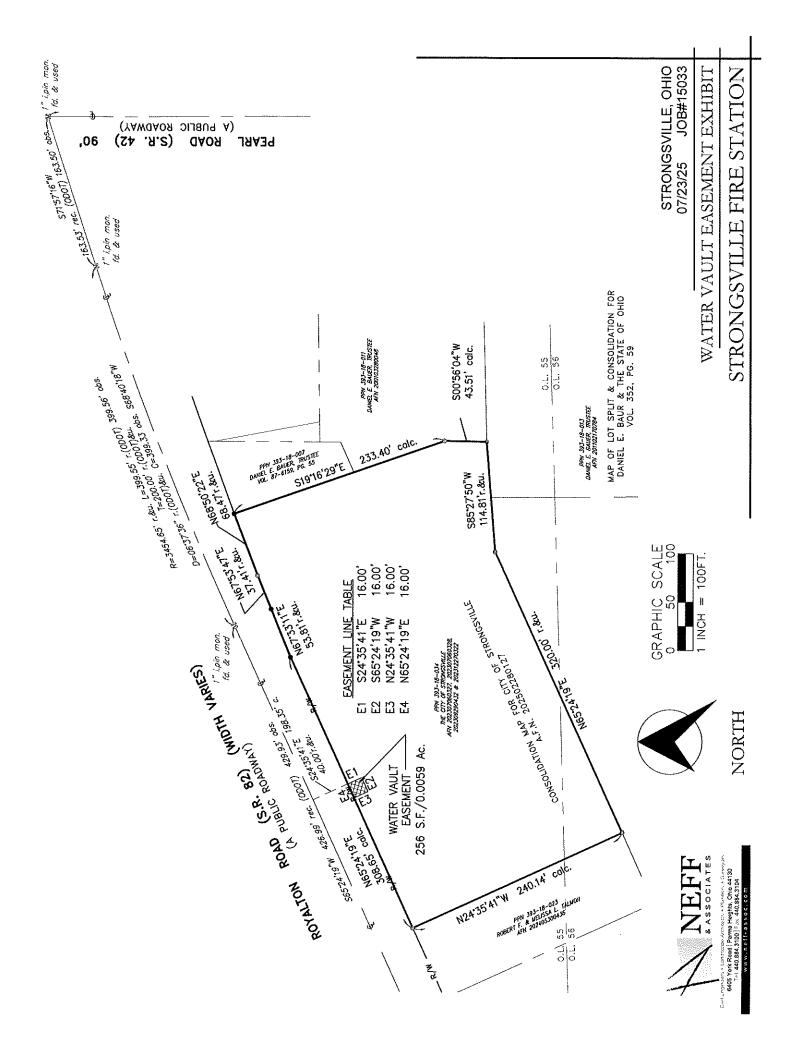
TERRENCE E

WORSECH S-8138

Monuments described as "iron pin set" are 5/8" x 30" rebar capped "Neff & Assoc".

Terrence E. Worsech

Registered Surveyor No. 8138-Ohio



#### **ORDINANCE NO. 2025 – <u>093</u>**

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE DISPOSAL OF USED AND OBSOLETE FIRE DEPARTMENT EQUIPMENT NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE, THROUGH DONATION AND TRANSFER TO THE ROTARY CLUB OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville Fire Department has 22 sets of firefighting turnout gear and 22 pairs of leather firefighting boots which have little, if any, monetary value, and are no longer needed for any municipal purpose due to obsolescence; and

WHEREAS, the Rotary Club of Strongsville occasionally has the opportunity to make donations to underprivileged foreign countries that would benefit from such firefighting equipment, as per the attached letter; and

WHEREAS, any possible salvage or auction value of this equipment in all likelihood would be de minimis; and

WHEREAS, therefore, it would be in the best interest of the City to donate the within Fire Department equipment to the Rotary Club of Strongsville.

- 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 finds that the City of Strongsville, through its Fire Department, has firefighting turnout gear and leather firefighting boots, which are surplus, used, obsolete, and are no longer needed for any municipal purpose; and further finds that it would be in the best interest of the City to dispose of such equipment by donation and transfer to the Rotary Club of Strongsville in lieu of auction or salvage.
- **Section 2.** That, pursuant to Article IV, §3(e) of the City Charter, the Director of Finance be and is hereby authorized to dispose of such obsolete equipment through donation and transfer in lieu of auction or salvage, and to perform all acts required in furtherance thereof.
- **Section 3.** That accordingly, the Mayor, Director of Finance and Fire Chief are hereby authorized and directed to implement the terms and conditions for donation and transfer of the equipment to the Rotary Club of Strongsville, in a form to be approved by the Law Director.
- **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.

## CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2025 – <u>093</u> Page 2

**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 disposal of such obsolete and surplus equipment is necessary in order provide needed storage space for the Fire Department, to donate such equipment to a civic organization, 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 0	Council	Appr	oved:	Mayor	_
Date Passed:_			Date	Approved:	,	
	<u>Yea</u>	<u>Nay</u>	Attes	st:Cle	rk of Council	_
Carbone Clark Kaminski Kosek Roff Short Spring			1 <sup>st</sup> R 2 <sup>nd</sup> F	No. <b>3035 - C</b> Rdg Rdg	Amended: Ref: Ref: Ref:	
				lic Hrg pted:	Ref: Defeated:	



Rotary Club of Strongsville PO Box 360401 Strongsville, OH 44136

August 25, 2025

Jack Draves, Chief Strongsville Fire and Emergency Services 17000 Prospect Road Strongsville, OH 44149

Chief Draves,

On behalf of the Rotary Club of Strongsville, we sincerely appreciate your generous donation of outdated firefighting turnout gear. Your contribution will benefit firefighters in a community in Lima, Peru. We are truly grateful for your support, and, with the help of our partners in the El Rimac Rotary Club of Lima, we will ensure the protective gear is shipped to those in need.

Thank you once again for your kindness and support.

Sincerely,

Ravi Velu

Board member

**International Services** 

### TOG to donate

- 22 pairs of boots
- 22 pants
- 22 coats

#### **ORDINANCE NO. 2025 - 094**

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE DISPOSAL OF CERTAIN ITEMS UTILIZED BY THE FIRE DEPARTMENT, AND WHICH ARE BEYOND THEIR SERVICE LIFE AND/OR OBSOLETE, AND NO LONGER NEEDED NOR SAFE FOR ANY MUNICIPAL PURPOSE.

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

- **Section 1.** That this Council finds that the City of Strongsville Fire Department has various items of turnout gear, which are beyond their useful service life, obsolete and/or in poor condition and unsafe for further use, and which are surplus, have no monetary value and are no longer needed for any municipal purpose; and further finds that it would be in the best interest of the City to dispose of such Fire Department equipment.
- **Section 2.** That, pursuant to Article IV, §3(e) of the City Charter, the Director of Finance with the assistance of the Fire Chief, be and are hereby authorized to dispose of the aforementioned Fire Department equipment, which are further identified on the attached Exhibit A and to perform all acts required in furtherance thereof.
- **Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Date Passed:	President of Council		Approved: Mayor  Date Approved:
Carbone	<u>Yea</u>	<u>Nay</u> 	Attest:
Clark Kaminski Kosek Roff Short Spring			Ord. No. <b>2025-094</b> Amended:
			Public HrgRef: Adopted: Defeated:

#### **EXHIBIT A**

## FIRE DEPARTMENT TURNOUT GEAR TO BE DISPOSED OF:

- 20 black turnout pants
- 5 tan turnout pants
- 23 black coats
- 7 tan coats
- 1 pair of boots

#### **ORDINANCE NO. 2025 - 095**

By: Mayor Perciak and All Members of Council

AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE FROM THE OHIO ATTORNEY GENERAL'S OFFICE IN CONNECTION WITH THEIR LAW ENFORCEMENT DIVERSION PROGRAM FOR FISCAL YEAR 2026 RELATING TO THE OPIOID EPIDEMIC; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2017-159, this Council approved and authorized the filing of an application for financial assistance from the Ohio Attorney General's Office in connection with their Law Enforcement Diversion Program relating to the opioid epidemic, so that the City could proceed to form and implement a Quick Response/Drug Abuse Response Team to directly assist individuals affected by the opioid crisis, and provide such individuals and families with outreach from the City of Strongsville Police and Fire Emergency Services; and

WHEREAS, by and through subsequent Ordinance Nos. 2017-178, 2019-144, 2020-071, 2021-127, 2022-081, 2023-119 and 2024-126, this Council approved the filing of additional applications and acceptance of awards of funding from the Ohio Attorney General's Office and further authorized the Mayor to enter into Agreements in connection therewith; and

WHEREAS, the Ohio Attorney General's Office has once again extended the opportunity for law enforcement agencies to apply for funds through the Law Enforcement Diversion Program for the fiscal year 2026; and

WHEREAS, in order to meet the deadline for submission of applications to receive funding under the Ohio Attorney General's Office Law Enforcement Diversion Program for the fiscal year 2026, the City, through its Police Department, has applied for further funding to continue the Drug Abuse Response Team program; and

WHEREAS, the City has been notified that its application for the reimbursement of certain funds expended under the Ohio Attorney General's Office Law Enforcement Diversion Program has been approved in the amount of \$61,100.00; and

WHEREAS, therefore, the City is now desirous of accepting such award.

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

**Section 1**. That this Council hereby ratifies and approves the submission of an application for financial assistance to the Ohio Attorney General's Office Law Enforcement Diversion Program for fiscal year 2026, in the form on file with the Chief of Police.

Section 2. That this Council hereby approves the acceptance of the award of funding in the amount of \$61,100.00 under such Law Enforcement Diversion Program, and hereby authorizes the Mayor, Director of Finance, Chief of Police, and/or other appropriate officers of

## CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2025 – <u>095</u> Page 2

the City to provide, execute and deliver agreements, certifications, assurances and such other information as may be required in connection therewith.

**Section 3.** That any funds required to meet the City's obligation under said application have been appropriated and paid from the General Fund, and the grant funds awarded to the City shall be deposited to such 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 ratify and approve the submission of the application for financial assistance in order to meet the filing deadline, to accept such award, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council			Approved:Mayor		
Date Passed:_			Date Approved:		
	<u>Yea</u>	<u>Nay</u>	Attest:		
Carbone Clark Kaminski Kosek Roff Short Spring			Ord. No. <u>2025 - 095</u> Amended:		
			Public HrgRef: Adopted:Defeated:		

#### **ORDINANCE NO. 2025 - 096**

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION AND/OR DISPOSAL, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S RECREATION DEPARTMENT, AND DECLARING AN EMERGENCY.

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

- **Section 1.** That this Council finds that the Recreation Department of the City of Strongsville is in possession of 375 banquet chairs, which are obsolete, surplus, have little monetary value, and are no longer needed for any municipal purpose, and further finds, therefore, that it will be in the best interest of the City that such property be sold by public internet auction through **GOVDEALS**.
- **Section 2.** That pursuant to Ohio Revised Code Section 721.15, the City is authorized to sell or dispose of property by internet auction; and that, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized to dispose of such obsolete tangible property, being 375 banquet chairs, and to perform all acts required in furtherance thereof.
- **Section 3.** That the Director of Finance and the Mayor, therefore, are authorized to retain the services of **GOVDEALS** to effectuate the sale of such obsolete property by internet auction through an appropriate user agreement between the City and GovDeals, and in a form to be approved by the Law Director; and that the Director of Finance, Mayor and the Director of Recreation & Senior Services be and are further authorized and directed to execute all documents and perform all acts required to complete the sale of such obsolete and unneeded property by public internet auction.
- **Section 4.** That the public internet auction will be conducted through GovDeals in accordance with its rules, regulations and procedures, including listing of the obsolete and unneeded property for sale by auction to the public on the internet. That as required by law, the property will be listed for ten (10) days, including Saturdays, Sundays and legal holidays.
- **Section 5.** That this Council further finds that any banquet chairs that are not able to be sold through internet auction after a period of time because they may be damaged and/or in poor condition and unsafe for further use, that it would be in the best interest of the City to properly dispose of such banquet chairs and to perform all acts required in furtherance thereof.
- **Section 6.** That the net proceeds of the operation of this Ordinance shall be deposited into the Multi-Purpose Complex Fund; and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the Multi-Purpose Complex Fund.
- Section 7. 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 - <u>096</u> Page 2

**Section 8.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate sale of such obsolete and unneeded municipal property is necessary in order to provide necessary storage space for the Recreation Department, to enable the Department to replace obsolete furniture, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

	President of	Council	Approved:	Mayor	
Date Passed	:		Date Approved:		
	<u>Yea</u>	<u>Nay</u>	Attest:Cle	rk of Council	
Carbone Clark Kaminski Kosek Roff Short Spring			Ord. No. <u>2025 10</u> 1st Rdg. 2nd Rdg. 3rd Rdg.	Ref:	
			Public Hrg Adopted:	Ref: Defeated:	

## **ORDINANCE NO. 2025 - 097**

By: Mayor Perciak and All Members of Council

AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF FLOORING AND APPURTENANCES FOR USE BY THE RECREATION DEPARTMENT OF THE CITY IN CONNECTION WITH THE REPLACEMENT OF FLOORING IN VARIOUS AREAS OF THE WALTER F. EHRNFELT RECREATION & SENIOR CENTER; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of the Ohio Department of Administrative Services for the purchase of machinery, equipment, materials, supplies or other articles; and

WHEREAS, based upon recommendation of the City's Director of Recreation & Senior Services, this Council wishes to take advantage of that opportunity in connection with the purchase of flooring and appurtenances (State Contract No. STS016543, Contract ID16543-A1) for use by the Recreation Department in connection with replacement of flooring in various areas of the Walter F. Ehrnfelt Recreation & Senior Center.

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 request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contract, which the Department has entered into pursuant to Revised Code Section 5513.01(B) with **SHAW INTEGRATED AND TURF SOLUTIONS, INC.,** for the purchase of flooring and appurtenances, in connection with replacement of flooring in various areas of the Walter F. Ehrnfelt Recreation & Senior Center, in the amount of \$268,514.50, as set forth on the proposal attached hereto as Exhibit A, and incorporated herein by reference.
- Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchase and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.
- **Section 3.** That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Administrative Services Office of Procurement Services.
- **Section 4.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Recreation Capital Improvement Fund.

# CITY OF STRONGSVILLE, OHIO ORDINANCE NO. 2025 – <u>097</u> Page 2

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

**Section 6.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in the purchase of such flooring and appurtenances, in order to replace flooring in various areas of the Recreation Center facility, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

	President of	Council	Approved:	Mayor	_
Date Passed	:		Date Approved:		_
	<u>Yea</u>	<u>Nay</u>	Attest:Cle	erk of Council	
Carbone Clark Kaminski Kosek Roff Short Spring			Ord. No. <b>2025</b> - 1 <sup>st</sup> Rdg. 2 <sup>nd</sup> Rdg. 3 <sup>rd</sup> Rdg.	Ref:	
			Public HrgAdopted:	Ref: Defeated:	



Phone: ( ) -Fax: ( ) -

Proposal Submitted To SIS - Government Direct Sales	Attentic	on		Phone ( ) -	Fax ( ) -		<b>Date</b> 07/24/25
Proposal Name Strongsville Recreation & Senior Center				Job Name Strongsville Recreation & Senior Center		Job # 191310	
Street 18100 Royalton Rd			Job Street 18100 Royalton Ro	<u> </u>		Proposal ID 223031	
City, State and Zip Strongsville, OH 44136950	Architect State of Ohio	Date of Plans	Add#	Job City, State an Strongsville, OH 44		Customer Job # None	Customer PO None

We hereby submit specifications and estimates for:

Item Description	Color	Qty	UOM	Unit Price	<u>Extended Price</u>
Material, Labor and Services		1.00	Each	\$268,514.50	\$268,514.50
				Base Bid Total:	\$268,514,50

#### Proposal Inclusions and Exclusions:

- 1. State of Ohio Index Number: STS016543 Contract Number: 16543
- 2. Local Contact: Michael Ames
- 3. Material title and risk of loss passes to the purchaser at the time of material delivery to owner provided address
- 4. Price includes work as specifically stated in the above description for the quantities stated. Any circumstances that require additional labor will be handled through the change order process.
- 5. Price is based on a consecutive installation period without delays and is based on the customer allowing installation crews access to work a minimum of 8 consecutive hours a day until completion. Delays other than "acts of God" will result in charges for down-time.
- Extensive floor prep is not included in the price but may be necessary due to unforeseen conditions of the sub-floor. This work may include, but is not limited to, leveling or grinding, encapsulation or sealing, or extensive scraping of the sub-floor. Should extensive floor prep be required, you will receive a change order for the necessary work.
- 7. Exclusions: attic stock, major floor prep, furniture moving unless specified in proposal, disconnecting and moving of computers and electronic equipment, vacuuming and protection of finished products, and any plumbing work (removal of commodes, etc)...
- 8. All pricing is based on work being completed during normal working hours.
- 9. Some of the materials on this proposal/quote are being distributed by a 3rd party vendor. For this reason, Shaw is not able to accept returns or issue a credit.
- SITS License Numbers: AL 57717, AK 198637, AZ ROC340172, AR 425700423, CA 1104309, CT MCO.0904495, DE 2022707978, GA GCC0007817, ID 02790, IA C143575, LA 73789, MN IR793001, MS 24811-SC, MT 265535, NE 25084-22, NM 409483/28744860162022, NV 90225, NC 87924, ND 46612, OR 240563, RI GC-33871, SC 124179, TN 77794, UT 12846822-5501, VA 2705183154, WA SHAWITT789M2, WV WV061877
- 11. Please email your Purchase Order to Kayla Reynolds at kayla.reynolds@shawinc.com to initiate the order process. A purchase order is required before materials can be shipped.
- 12. \*\*\*\*\*\*Our remit-to address has changed. \*\*\*\*\*\*
  SHAW INTEGRATED & TURF SOLUTIONS
  PO Box 748552
  Atlanta, GA 30384-8552

Mail Drop 999 P.O. Box 748552 Atlanta, GA 30384-8552 Proposal ID: 223031



Phone:	(	)	-
Fax:	(	)	-

We PROPOSE to perform the work complete i	in accordance with the sp	pecifications and as described above for the SUM of:
Signature: Kayla Reynolds	Kayla Reynolds	\$268,514.50

Email: kayla.reynolds@shawinc.com

#### Conditions of Proposal:

- This Proposal may be withdrawn, if not accepted, within 30 days of its issuance. Shaw Industries Group, Inc. will consider reasonable requests to engage in negotiations for
  revisions to this Proposal, including signing a subcontract that includes the terms of this Proposal. A proposal not accepted within 30 days will be subject to price escalation of
  materials, labor, freight and fuel costs.
- 2. This proposal is subject to credit review and approval. Payment terms are net 30 days. A convenience fee of 3% will be added if paying via credit card. Past due invoices are subject to service charges of 1.5% per month (18% per annum). In the case of any default, Customer shall pay Shaw Integrated and Turf Solutions, Inc.'s reasonable attorney fees and costs, including those on any appeal, even if no suit or action is filed.
- 3. All work shall be performed in a workmanlike manner according to industry standards. Areas to receive flooring shall be free and clear of debris. Any changes to the work shall be performed only after execution of a written change order.
- 4. Prior to commencement of Shaw Industries Group, Inc.'s work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emission levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and provide written results to Shaw Industries Group, Inc., including a list of any sealers applied to the concrete sub floor; (b) If Customer does not provide such reports at least 10 days prior to commencement of Shaw Industries Group, Inc.'s work, then Customer shall provide Shaw Industries Group, Inc. with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.
- 5. All work is contingent upon strikes, accidents or delays beyond Shaw Industries Group, Inc.'s control. Customer shall carry insurance for all hazards, including fire. Shaw Industries Group, Inc.'s workers are fully covered by Worker's Compensation and Liability Insurance.
- 6. Customer represents and warrants that: (a) the project site contains no hazardous or other dangerous substances, either exposed or concealed; or (b) Customer has given written notice to Shaw Industries Group, Inc. of all such substances and their location(s). To the fullest extent permitted by law, Customer shall indemnify, defend and hold Shaw Industries Group, Inc. harmless from any damage, claim, loss, expense and attorney fees related to Shaw Industries Group, Inc.'s liability, if any, including any federal or state statute related to hazardous or other dangerous substances.
- 7. Shaw Industries Group, Inc. is fully licensed, bonded, and insured. This proposal does not include participation in any OCIP/CCIP or related programs. Requests for Shaw Industries Group, Inc. to participate in such programs may result in additional costs.
- 8. Notwithstanding anything herein to the contrary, all prices are subject to immediate increase without limitation in the event of material change to applicable duties, taxes, tariffs, similar charges, or other government action.

ACCEPTANCE OF PROPOSAL: The above prices, sp	ecification	is, and conditions are satisfactory and are nereby ACCEPTED.
You are authorized to do the work as specified.		
Customer: SIS - Government Direct Sales	Signed:_	Date:

### **RESOLUTION NO. 2025 – <u>098</u>**

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING AND DIRECTING THE DIRECTOR OF FINANCE OF THE CITY TO CERTIFY TO THE FISCAL OFFICER OF CUYAHOGA COUNTY UNPAID PROPERTY MAINTENANCE NUISANCE ABATEMENTS FOR LEVY AND COLLECTION ACCORDING TO LAW, AND DECLARING AN EMERGENCY.

WHEREAS, in compliance with Sections 731.51 to 731.54 of the Ohio Revised Code, and Section 606.28 and Chapter 1442 of the Strongsville Codified Ordinances, weeds and grass were cut and building violations were corrected, after proper notification to the property owners to abate said nuisances.

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

- **Section 1.** That the Director of Finance of the City be and is hereby authorized and directed to certify to the Fiscal Officer of Cuyahoga County various property maintenance nuisance abatements and penalties which are due and unpaid for the premises and in the sums set forth in Exhibit "A", plus interest at the rate of ten percent (10%) per annum, attached hereto and incorporated herein by reference, for extension of the tax duplicate and collection by the County Treasurer in the same manner as other taxes.
- **Section 2.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- **Section 3.** That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the immediate certification is necessary in order to comply with County deadlines and to preserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

President of Council	Approved:Mayor
Date Passed:	Date Approved:

# CITY OF STRONGSVILLE, OHIO RESOLUTION NO. 2025 - <u>098</u> Page 2

	<u>Yea</u>	<u>Nay</u>	Attest:
Carbone Clark Kaminski Kosek Roff Short Spring			Ord. No. 2025-098 Amended:
			Public HrgRef:Ref:

# FILE BY SEPTEMBER 8, 2025



THE ATTACHED ANNUAL SP	ECIAL AS	SESSMENT CHARGES HAVE BEEN	CONFIRMED	
BY THE AUTHORITY OF:	City	of Strongsville		
ASSESSMENT TYPE:	Prop	erty Abatement		
□ NEW ASSESSMEN	T:			
TO BE COLL	ECTED:	BEGINNING TAX YEAR ENDING TAX YEAR # OF YEARS TO BE ASSESSED	2025 2025 1	
☐ CONTINUING MU	TLIPLE Y	EAR ASSESSMENT FROM A PREVIO	OUS CERTIFICATION:	
TO BE COLL	ECTED:	BEGINNING TAX YEAR ENDING TAX YEAR # OF YEARS TO BE ASSESSED		
TOTAL ANNUAL CERTIFIED	AMOUN"	Γ:		
TOTAL COST OF ASSESSMEN	NT:			
# OF INSTALLMENTS:			4	
BY ORDER OF ORDINANCE/	RESOUL	TION NUMBER:		
DATE PASSED:				
TO ENSURE ACCURATE APP		N TO THE TAX DUPLICATE, ALL SPI N ANNUAL BASIS, NO MATTER TH	ECIAL ASSESMENTS ARE TO BE RECE E DURATION.	ERTIFIED ON
COMMISSIONER				DATE
Eri Doan		,		8/21/2025
FINANCE DIRECTOR		,		DATÉ
		FOR FISCAL OFFICE U	SE ONLY	
SPA FUND CODE		STAFF SIGNATURE		DATE

STAFF SIGNATURE

SPA FUND CODE

CITY NAME				
ASSESS	MENT NAME			
55.23	Number of			
Par	cels			
PARCEL ID in Parcel Order	SPA AMOUNT			
39323050	550.00			
39617115	550.00			
39609047	550.00			
39210007	550.00			
39809066	550.00			
39332012	550.00			
29219028	550.00			
39708019	550.00			
39232078	550.00			
39219028	660.00			
39912001	1226.50			
Total	\$ 6,836.50			

#### **RESOLUTION NO. 2025 – <u>099</u>**

By: Mayor Perciak and All Members of Council

A RESOLUTION CONSENTING TO THE TERMS OF THE SANDOZ SETTLEMENT IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE MAYOR TO EXECUTE A SUBDIVISION PARTICIPATION FORM FOR THE SANDOZ SETTLEMENT, AND DECLARING AN EMERGENCY.

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

WHEREAS, by and through Resolution No. 2018-139, Council declared the opioid epidemic and its resulting effects to be a public nuisance in the City of Strongsville, Ohio; and

WHEREAS, further, by and through previous Resolutions, the Council consented to the terms of settlements with various pharmaceutical companies through the City's participation in the State of Ohio OneOhio Memorandum of Understanding; and

WHEREAS, however, at this time, the City's Special Legal Counsel has finalized terms of a separate settlement with Sandoz Inc.; and

WHEREAS, this Council wishes to agree to the terms of the Sandoz Settlement pertaining to Eligible Subdivisions, in order that the City will be entitled to the benefits provided therein, including monetary payments.

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

- **Section 1.** That this Council hereby consents to the terms of the Sandoz Settlement pertaining to Eligible Subdivisions on behalf of the City of Strongsville.
- **Section 2.** That this Council hereby authorizes the Mayor to execute the Sandoz Subdivision Participation Form on behalf of the City of Strongsville, which is attached hereto as Exhibit "1" and incorporated herein.
- **Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of the Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- **Section 4.** That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to consent to the City's participation in the proposed Sandoz, Inc. Settlement, in order to protect the City's interests to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members

# CITY OF STRONGSVILLE, OHIO RESOLUTION NO. 2025 – <u>099</u> Page 2

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 C	ouncil	Approved: Mayor
Date Passed:_			Date Approved:
	<u>Yea</u>	Nay	Attest: Clerk of Council
Carbone Clark Kaminski Kosek Roff Short Spring			Ord. No. 2035 - 099       Amended:         1st Rdg.       Ref:         2nd Rdg.       Ref:         3rd Rdg.       Ref:         Public Hrg.       Ref:         Adopted:       Defeated:

#### **EXHIBIT C**

#### Subdivision Participation Form

Eligible Subdivision Name: CITY OF STRONGSVILLE, OHIO
Case No.:
Authorized Signatory Name: THOMAS P. PERCIAK
Authorized Signatory Title: MAYOR, CITY OF STRONGSVILLE, OHIO
Address 1: 16099 Foitz Parkway
Address 2:
City, State, Zip: Strongsville, OH 44149
Phone: 440-580-3100
Email: strongsville.law@strongsville.org

The Eligible Subdivision identified above ("Subdivision"), in order to obtain and in consideration for the benefits provided to the Subdivision pursuant to the Settlement Agreement dated August 31, 2023 ("Sandoz Settlement"), and acting through the undersigned authorized official, is an "Eligible Entity" as defined in the Sandoz Settlement, and hereby elects to participate in the Sandoz Settlement, release all Released Claims against all Released Entities, and agrees as follows.

- 1. The Subdivision is aware of and has reviewed the Sandoz Settlement, understands that all terms in this Subdivision Participation Form ("Form") have the meanings defined therein, and agrees that by this Form, the Subdivision elects to participate in the Sandoz Settlement and become a Participating Subdivision as provided therein.
- 2. The Subdivision agrees to the terms, representations, and warranties of the Sandoz Settlement pertaining to Participating Subdivisions as defined therein.
- 3. By agreeing to the terms of the Sandoz Settlement and becoming a Releasor, the Subdivision is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
- 4. The Subdivision agrees to use any monies it receives through the Sandoz Settlement solely for the purposes provided therein.
- 5. By signing this Participation Form, the Subdivision agrees that, pursuant to the Sandoz Settlement, Settlement Referee David R. Cohen will set the procedures by which the allocation will be completed for this settlement and will determine the final allocation between the Participating Subdivisions pursuant to the terms of the Sandoz Settlement.
- 6. The Subdivision agrees that any disputes arising out of this Agreement shall be heard before Settlement Referee David R. Cohen as the arbitrator designated by the

parties in the Sandoz Settlement to resolve disputes through binding arbitration.

- 7. The Subdivision has the right to enforce the Sandoz Settlement as provided therein.
- 8. The Subdivision, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Sandoz Settlement, including but not limited to all provisions of Section II (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Sandoz Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of each Releasor to release claims. The releases shall be a complete bar to any Released Claim.
- 9. In connection with the releases provided for in the Sandoz Settlement, each Subdivision expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:
  - General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
- 10. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Participating Subdivision (for itself and its Releasors) hereby expressly waives and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Participating Subdivision's decision to enter into the Sandoz Settlement or the Participating Subdivision's decision to participate in the Sandoz Settlement.
- 11. The Participating Subdivision, or their attorneys, shall provide a properly executed Participation Form to the Participating Subdivision Designees and to Sandoz by electronic mail to <a href="mailto:ParticipationandDismissals@NationalOpioidOfficialSettlement.com">ParticipationandDismissals@NationalOpioidOfficialSettlement.com</a> in accordance with the time limitations and terms of the Sandoz Settlement.
- 12. Within 21 days after the Effective Date set forth in the Sandoz Settlement, the Subdivision shall file a request to dismiss with prejudice any Released Claims that

it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Subdivision hereby authorizes the Participating Subdivision Designees to execute and file on behalf of the Subdivision a Stipulation of Dismissal With Prejudice.

13. Nothing herein is intended to modify in any way the terms of the Sandoz Settlement, to which Subdivision hereby agrees. To the extent this Form is interpreted differently from the Sandoz Settlement in any respect, the Sandoz Settlement controls.

I have all necessary power and authorization to execute this Form on behalf of the Subdivision.

Name: Thomas P. Perciak
Thomas P. Perciak
Title:
Mayor, City of Strongsville, OH
Mayor, City of Strongsville, OH
Date:

## **RESOLUTION NO. 2025 - 100**

By: Mayor Perciak and All Members of Council

A RESOLUTION CONSENTING TO THE TERMS OF THE PURDUE/SACKLER SETTLEMENT PLAN IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE MAYOR TO EXECUTE A SUBDIVISION PARTICIPATION AND RELEASE FORM FOR THE PURDUE/SACKLER SETTLEMENT PLAN, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2018-033, this Council authorized the Mayor and Law Director to enter into a Special Counsel Agreement for professional legal services related to opioid litigalaw.1130 tion: and

WHEREAS, by and through Resolution No. 2018-139, Council declared the opioid epidemic and its resulting effects to be a public nuisance in the City of Strongsville, Ohio; and

WHEREAS, further, by and through previous Resolutions, the Council consented to the terms of settlements with various pharmaceutical companies through the City's participation in the State of Ohio OneOhio Memorandum of Understanding; and

WHEREAS, however, at this time, the City's Special Legal Counsel has finalized terms of a separate settlement with Purdue/Sackler; and

WHEREAS, this Council wishes to agree to the terms of the Purdue/Sackler Settlement Plan pertaining to Governmental Entities, in order that the City will be entitled to the benefits provided therein, including monetary payments.

- NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:
- **Section 1.** That this Council hereby consents to the terms of the Purdue/Sackler Settlement Plan pertaining to Governmental Entities on behalf of the City of Strongsville.
- **Section 2.** That this Council hereby authorizes the Mayor to execute the Purdue/ Sackler Subdivision Participation and Release Form on behalf of the City of Strongsville, which is attached hereto as Exhibit "1" and incorporated herein, and any other documents related to this opioid settlement.
- **Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council; and that all deliberations of the Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.
- **Section 4.** That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to consent to the City's participation in the proposed Purdue/Sackler Settlement Plan, in order to protect the City's

# CITY OF STRONGSVILLE, OHIO RESOLUTION NO. 2025 - 100 Page 2

interests to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

	President of	Council	Approved:	Mayor	
Date Passed	:		Date Approved:		
	<u>Yea</u>	Nay	Attest:C	Elerk of Council	_
Carbone Clark Kaminski Kosek Roff Short Spring			Ord. No. 2025  1st Rdg 2nd Rdg 3rd Rdg	Ref: Ref:	
			Public Hrg	Ref:	
			Adopted:	Defeated:	

# EXHIBIT K

### **Subdivision Participation and Release Form**

Governmental Entity:	City of Strongsville	State: OH	
Authorized Official:	Thomas P. Perciak, Mayor		
Address 1:	16099 Foltz Parkway		
Address 2:	•		
City, State, Zip:	Strongsville, OH 44149		
Phone:	440-580-3145		
Email:	strongsville.law@strongsville.org		

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the "Agreement")<sup>1</sup>, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

- 1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
- 2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <a href="https://nationalopioidsettlement.com">https://nationalopioidsettlement.com</a>.
- 3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
- 4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
- 5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
- 6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as and to the extent provided in, and for resolving disputes to the extent provided in, the

<sup>&</sup>lt;sup>1</sup> Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.

Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

- 7. The Governmental Entity has the right to enforce the Agreement as provided therein.
- 8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the "Shareholder Released Claims", and as it pertains to the Released Parties other than the Shareholder Released Parties, the "Released Claims"). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
- 9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term "Shareholder Released

Claims" and "Released Claims") are intended by the Governmental Entity and its Subdivision Releasers to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

- 10. To the maximum extent of the Governmental Entity's power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
- 11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
- 12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Agreement.

- 13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
- 14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.

I have all necessary power and authorization to execute this Participation and Release Form
on behalf of the Governmental Entity.
·
Signature:

oignataro.		
Name:	Thomas P. Perciak	
Title:	Mayor	
Date:		



Shayna E. Sacks Partner SSacks@NapoliLaw.com

# PRIVILEGED & CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION/ATTORNEY WORK PRODUCT NOT SUBJECT TO FOIL OR FOIA DISCLOSURE

Re: Nationwide Opioid Litigation

Authorization to Vote via Master Ballot Regarding Purdue/Sackler Bankruptcy

Action Required by September 30, 2025

City of Strongsville, OH hereby authorizes Napoli Shkolnik to vote on our behalf related to the Purdue Pharma L.P.'s bankruptcy plan via *Master Ballot*.

Name	of Client: City of Strongsville, O	H
Client	Signature:	
Title:	Thomas P. Perciak, Mayor	
Date:		