

City of Strongsville

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

September 3, 2026

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Anthony Zacharyasz, Jr.
At-Large

Aimee Pientka, MMC
Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Tuesday, September 8, 2026**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road***:

Caucus will begin at 7:10 p.m. All committees listed will meet immediately following the previous committee:

7:10 P.M.

Economic Development Committee will meet to discuss Ordinance No. 2026-081.

Planning, Zoning & Engineering Committee will meet to discuss Ordinance Nos. 2026-082 and 2026-083.

Public Safety & Health Committee will meet to discuss Ordinance Nos. 2026-084 and 2026-085.

Public Service & Conservation Committee will meet to discuss Ordinance Nos. 2026-086, 2026-087 and Resolution No. 2026-088.

Recreation & Community Services Committee will meet to discuss Ordinance No. 2026-089 and Resolution No. 2026-090.

Finance Committee will meet to discuss Resolution Nos. 2026-091 and 2026-092.

7:30 P.M.

Regular Council Meeting

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

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING
TUESDAY, SEPTEMBER 8, 2026 AT 7:30 P.M.
Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Special Council Meeting – July 27, 2026*
6. APPOINTMENTS, CONFIRMATIONS AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
 - COMMUNICATIONS AND TECHNOLOGY – Roff
 - ECONOMIC DEVELOPMENT – Clark
 - PLANNING, ZONING AND ENGINEERING – Zacharyasz
 - PUBLIC SAFETY AND HEALTH – Kaminski
 - PUBLIC SERVICE AND CONSERVATION – Kosek
 - RECREATION AND COMMUNITY SERVICES – Kosek
 - BUILDING & UTILITIES – Carbone
 - SCHOOL BOARD – Carbone
 - SOUTHWEST GENERAL HEALTH SYSTEM – Short
 - FINANCE – Short
 - COMMITTEE-OF-THE-WHOLE – Short
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. 2026-081 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT DEVELOPMENT AGREEMENT WITH HOWE MUSTANG, LLC, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-082 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO MAKE FINAL PAYMENT TO THE CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS FOR THE DESIGN AND CONSTRUCTION COSTS RELATED TO THE REMOVAL AND REPLACEMENT OF A PART OF THE SANITARY SEWER ON SPRAGUE ROAD FROM WEBSTER ROAD TO WEST 130TH STREET, ALL IN CONNECTION WITH THE RECONSTRUCTION AND WIDENING OF SPRAGUE ROAD IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-083 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 GRANT FUNDING IN CONNECTION WITH THE PLUM BROOK LANE WATERMAIN REPLACEMENT PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-084 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 2027 RELATING TO THE OPIOID EPIDEMIC; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-085 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING CHANGE ORDER NO. 2 WITH RFC CONTRACTING, LLC FOR THE CONSTRUCTION OF THE NEW FIRE STATION NUMBER 5 ON ROYALTON ROAD IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-086 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE EMERGENCY PURCHASE OF REPLACEMENT COMPONENTS AND APPURTENANCES FOR THE SETTLING TANKS AT THE CITY'S WASTEWATER TREATMENT PLANT FACILITIES ON MILL HOLLOW LANE AND SPRAGUE ROAD, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2026-087 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S SERVICE DEPARTMENT, AND DECLARING AN EMERGENCY.
- Resolution No. 2026-088 by Mayor Perciak and All Members of Council. A RESOLUTION GRANTING PERMISSION TO REPURCHASE CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [White]

- Ordinance No. 2026-089 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING AND AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT FUNDING FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES IN ORDER TO COMPLETE A CAPITAL IMPROVEMENT COMMUNITY RECREATION PROJECT KNOWN AS THE CITY OF STRONGSVILLE COMMUNITY DOG PARK PROJECT, AND DECLARING AN EMERGENCY.
- Resolution No. 2026-090 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING A DONATION OF MONEY FROM THE STRONGSVILLE CITY CLUB FOR A COMMUNITY RECREATION PROJECT KNOWN AS THE STRONGSVILLE COMMUNITY DOG PARK ON LUNN ROAD.
- Resolution No. 2026-091 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER, AND DECLARING AN EMERGENCY.
- Resolution No. 2026-092 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.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: **TRFO – C-1, C-2** To: Laxmi 3788, LLC/Prospect Beverage; 10925 Prospect Rd., Strongsville, Ohio 44149 (Responses must be postmarked no later than 09/20/2026).
- Application for Permit: **NEW – D-5** To: LSC Strongsville, LLC; 17227 Southpark Center Unit 102, Strongsville, Ohio 44136 (Responses must be postmarked no later than 09/23/2026).
- Application for Permit: **TFOL – D-2** To: Adapt III, LLC (Scramblers); 16726 Pearl Rd., Strongsville, Ohio 44136 (Responses must be postmarked no later than 09/27/2026).
- Application for Permit: **NEW – C-1, C-2** To: Ohio CVS Stores, LLC (CVS Pharmacy 4300); 13777 Pearl Rd., Strongsville, Ohio 44136 (Responses must be postmarked no later than 10/05/2026).

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 081

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A PROJECT DEVELOPMENT AGREEMENT WITH HOWE MUSTANG, LLC, AND DECLARING AN EMERGENCY.

WHEREAS, Howe Mustang, LLC, an Ohio limited liability company (the “Developer”), currently intends to improve, or cause to be improved, a portion of the existing SouthPark Mall site located on or near 500 Southpark Center, Strongsville, Ohio 44136 and currently known as Permanent Parcel Number 396-24-019 in the records of the Cuyahoga County Fiscal Office (as such parcels may be consolidated or split, the “Project Site”); and

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

WHEREAS, the Project will be undertaken pursuant to the terms and conditions of a Project Development Agreement between the City and the Developer (the “Project Development Agreement”); and

WHEREAS, pursuant to Ordinance No. 2026-056, this Council has declared certain public infrastructure improvements described therein to be made which directly benefit the parcel that comprises the Project Site to be Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcel of real property located in the City, and declared the Improvements to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and has provided for the making of service payments in lieu of taxes by the owner of such parcel (the “Service Payments”), and established a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, the Developer, pursuant to the terms and conditions of the Project Development Agreement, has agreed to and shall pay for and construct the Public Improvements with its own funds; and

WHEREAS, after the completion of the Public Improvements, subject to certain conditions in the Project Development Agreement, the City will reimburse the Developer for certain costs of the Public Improvements, but solely from Service Payments received by the City.

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

Section 1. That this Council hereby approves and authorizes the Mayor to enter into the Project Development Agreement, in substantially the form attached as *Exhibit C*, with such changes that are not materially adverse to the City and not inconsistent with this Ordinance as the Mayor shall approve, which approval shall be evidenced conclusively by the signing of the Project Development Agreement. The Mayor and any other appropriate City officials are each further authorized to provide such information and to execute, certify, or furnish such other documents, certificates, and agreements, and to do all other things that are necessary for, and incidental to, carrying out the provisions of the Project Development Agreement.

Section 2. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 3. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to cause the development of the Project to foster economic development which will create jobs and employment opportunities, and improving the economic welfare of the people of the City; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2026 – 081
PAGE 3

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

Ord. No. 2026-081 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Exhibit A

Developer Improvements

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

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

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

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

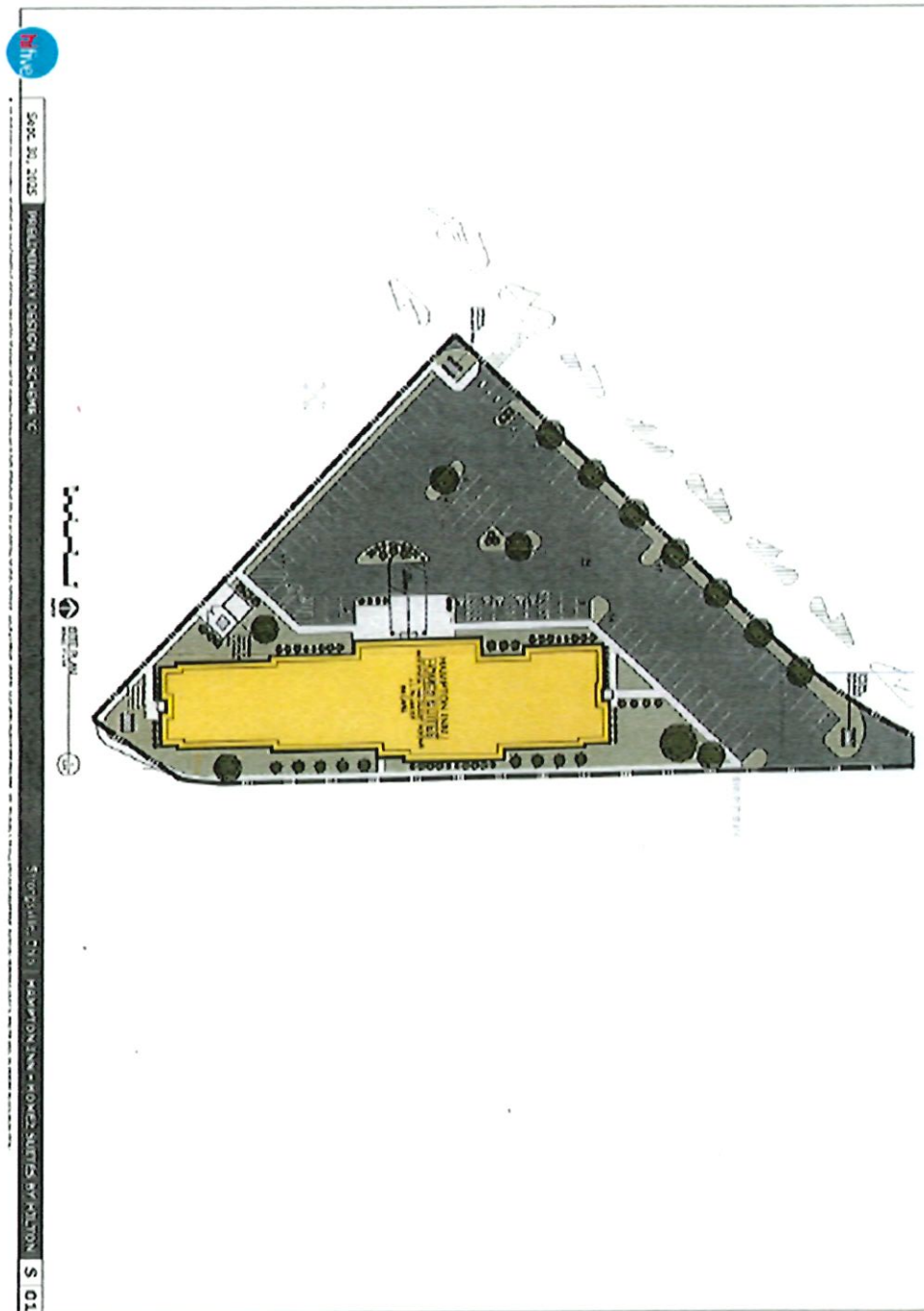


Exhibit B

Public Improvements

The Public Improvements consist of:

(a) Project Site Public Infrastructure Improvements

TIF Funding Estimates SOUTHPARK MALL HOTEL Preliminary Cost Estimates as of 4/27/26					
Category	Description	Quantity	Unit	Unit Price	Total
"Demolition and Environmental Remediation"	Phase 1 Study & Testing	1	Ea	1,950	1,950
	Soil Testing - Geotech	1	Ea	12,900	12,900
	Demolition of Existing Conditions	1	Ea	30,000	30,000
	Erosion Control	2	Acres	2,800	5,600
	Site Work (excavation, fills, grading)	1	LS	300,000	300,000
	Subtotal				\$ 350,450
"water and sewer lines" "stormwater and flood remediation projects necessary for economic development"	Relocate Existing Utilities	1	LS	50,000	50,000
	Hydrants	3	EA	10,000	30,000
	Water Main (incl tees, fittings, reducers)	1	LS	175,000	175,000
	Utilities (storm/sanitary sewer, underdrains, trenching & conduits)	1	LS	611,000	611,000
	Subtotal				\$ 866,000
Public Roads and right of ways/easements	Ring Road Work	1	LS	65,000	65,000
	Concrete - Roads/Sidewalks	1	LS	350,000	350,000
	Mall Parking Lot Improvements	1	LS	85,000	85,000
	Landscaping	1	LS	150,000	150,000
	Lighting	1	LS	125,000	125,000
	Subtotal				\$ 775,000
Planning, Engineering, Professional Fees, and Soft Costs	Civil Engineering	1	Ea	35,000	35,000
	Architectural & Engineering	1	LS	475,000	475,000
	Surveying & Plat Consolidation	1	Ea	5,500	5,500
	Traffic Study	1	Ea	15,000	15,000
	Legal Fees	1	LS	150,000	150,000
	Insurance	1	LS	75,000	75,000
	Interest Expense (@ 7.5%, 16 months)	1	LS	250,000	250,000
	Contingency / General Conditions	1	LS	350,000	350,000
	Financing Costs	1	LS	406,000	406,000
	Subtotal				\$ 1,761,500
	OVERALL TOTAL				\$ 3,752,950

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

Exhibit C
Project Development Agreement

[See attached]

PROJECT DEVELOPMENT AGREEMENT

between

THE CITY OF STRONGSVILLE, OHIO

and

HOWE MUSTANG, LLC,

Dated

as of

_____, 2026

Article I The Improvements	2
Section 1.01 <u>Improvements</u>	2
Section 1.02 <u>Job Creation</u>	2
Section 1.03 <u>Public Improvements</u>	2
Section 1.04 <u>Costs of Improvements</u>	2
Section 1.05 <u>Construction</u>	2
Section 1.06 <u>Final Completion Certificate</u>	3
Section 1.07 <u>Acceptance of Public Improvements</u>	3
Section 1.08 <u>Compliance with Laws, Rules and Regulations</u>	4
Section 1.09 <u>Insurance</u>	4
Section 1.10 <u>Prevailing Wage—Public Improvements</u>	5
Article II Tax Increment Financing; Service Payments	5
Section 2.01 <u>TIF Ordinance</u>	5
Section 2.02 <u>Service Payments; Disbursements from the TIF Fund</u>	5
Section 2.03 <u>Covenant to Make Service Payments</u>	7
Section 2.04 <u>No Contests of Assessed Valuation</u>	7
Section 2.05 <u>Declaration of Covenants Run with the Land</u>	7
Section 2.06 <u>Priority of TIF Exemption</u>	8
Section 2.07 <u>Failure to Make Service Payments</u>	8
Section 2.08 <u>Statutory Compliance</u>	9
Article III Plans and Specifications - Reviews, Approvals and Permits	9
Article IV Covenants and Obligations of the Developer and Owner; Representations of City and Developer	9
Section 4.01 <u>Preparation and Filing of Notice of the TIF Exemption</u>	9
Section 4.02 <u>Enforceability of Obligations Against Developer and an Owner</u>	9
Section 4.03 <u>Binding Nature of Obligations</u>	9
Section 4.04 <u>Payment of Taxes</u>	10
Section 4.05 <u>City's Representations</u>	10
Section 4.06 <u>Developer's Representations</u>	10
Article V Indemnification	11
Section 5.01 <u>General Indemnification</u>	11
Section 5.02 <u>Environmental Indemnification</u>	12
Article VI Events of Default	13
Section 6.01 <u>Events of Default</u>	13
Section 6.02 <u>Events of Default by the City</u>	14

Article VII Remedies	14
Section 7.01 <u>Generally</u>	14
Section 7.02 <u>Enforcement; Foreclosure of Lien</u>	14
Section 7.03 <u>Other Rights and Remedies of City; No Waiver by Delay</u>	15
Section 7.04 <u>LIMITATION ON LIABILITY</u>	15
Article VIII Force Majeure.....	15
Article IX Further Assurances; Full Disclosure; Good Faith and Fair Dealing.....	16
Article X Acquisition and Dedication of Other Interest in Certain Public Improvements.....	16
Section 10.01 <u>Acquisition of the Public Improvements through Dedication</u>	16
Section 10.02 <u>Permanent Easement for Access to Public Improvements</u>	16
Article XI Miscellaneous	17
Section 11.01 <u>Notices</u>	17
Section 11.02 <u>Powers of the City</u>	18
Section 11.03 <u>No City Expenditures</u>	18
Section 11.04 <u>Non-Discrimination</u>	18
Section 11.05 <u>Non-Waiver</u>	18
Section 11.06 <u>Paragraph Headings</u>	18
Section 11.07 <u>Legal Relationship of Parties</u>	18
Section 11.08 <u>No Partnership</u>	18
Section 11.09 <u>No Personal Liability</u>	18
Section 11.10 <u>Compliance with Certain State Laws</u>	19
Section 11.11 <u>Singular and Plural</u>	19
Section 11.12 <u>Binding Effect and Successors and Assigns</u>	19
Section 11.13 <u>Assignments and Transfers</u>	19
Section 11.14 <u>Governing Law</u>	19
Section 11.15 <u>Severability</u>	19
Section 11.16 <u>Counterparts</u>	19
Section 11.17 <u>Amendments</u>	19
Section 11.18 <u>No Construction Against Drafter</u>	19

Exhibit A	Legal Description of the Project Site
Exhibit A-1	Lot Split and Consolidation Plat
Exhibit B	Developer Improvements
Exhibit C	Public Improvements
Exhibit D	TIF Ordinance
Exhibit E	Form of Disbursement Request

Project Development Agreement
(City of Strongsville – South Park Mall Hotel)

This Project Development Agreement (this “Agreement”) is made effective and entered into as of _____, 2026 (the “Effective Date”), between the City of Strongsville, Ohio (the “City”), a municipal corporation and political subdivision organized and existing under the laws of the State of Ohio (the “State”) and its Charter, and Howe Mustang, LLC (the “Developer”), an Ohio limited liability company.

Recitals

A. The Developer has acquired and plans to improve, develop, and redevelop approximately 1.7-acres of property (the “Property”) located on Southpark Center Road and generally on the southeast portion of the SouthPark Mall site in the City and currently known as Permanent Parcel Number 396-24-019 in the records of the Cuyahoga County Fiscal Office (collectively, as such parcel may be consolidated or split, the “Project Site”) and as more particularly described in the legal descriptions and Lot Split Plat attached as *Exhibit A* and *Exhibit A-1*, respectively.

B. The Developer intends to improve the Project Site by (i) constructing an approximately 77,000 square-foot, four-story, 132-key hotel, and performing certain demolition, grading, and other related site work on the Project Site, all of which are described on the attached *Exhibit B* (collectively, the “Developer Improvements”), and (ii) constructing the necessary public infrastructure improvements which include the construction, relocation, expansion and installation of utilities, storm water management systems, sanitary sewer and water system improvements, off-street parking facilities, demolition and site preparation, landscaping, lighting, and streetscape and sidewalk improvements as further described in more detail on the attached *Exhibit C* (the “Public Improvements” and, together with the Developer Improvements, the “Improvements”), and as approved by the City’s Planning Commission, Building Department, Engineering Department and other City boards, commissions and departments (collectively, “City Review & Approval Bodies”). The Public Improvements, once made, will directly benefit the Property, the City, its residents, and the general public, and will aid industry and commerce in the City (collectively, the “Project”).

C. The City has determined that the construction of the Improvements on the Project Site, and the fulfillment generally of this Agreement, are in the best interests of the City and necessary for economic development purposes and the health, safety and welfare of its residents, and are necessary for the purpose of enhancing the availability of hotel rooms for transient guests of the City, supporting international travel to and from the City’s business parks, creating jobs and employment opportunities, and improving the economic welfare of the people of the City, and the acquisition of the Public Improvements will also aid industry and commerce in the City.

D. Pursuant to Ohio Revised Code (the “Revised Code”) Sections 5709.40, 5709.42 and 5709.43 (the “TIF Statutes”), the City Council (the “Council”) passed the TIF Ordinance (as defined below) to exempt from real property taxation the incremental increase in assessed value of the Project Site resulting from the construction of the Improvements and providing: (i) that the Improvements are a public purpose, and designating the Improvements as a public infrastructure improvement benefiting the Project Site; (ii) for the payment of service payments in lieu of taxes

(the "Service Payments") by the Developer and any successors in interest to the Project Site, as obligations running with the land for the duration of the Covenant Period (as defined below), with respect to the real property comprising the Project Site; (iii) for the use of the Service Payments to pay or reimburse costs of the Public Improvements, as approved by the City.

In consideration of the foregoing Recitals and as an inducement to and in consideration of the conditions and covenants contained in this Agreement, the parties agree as follows:

Article I

The Improvements

Section 1.01 Improvements. The Developer agrees to construct, or cause the construction of, the Improvements, at its own expense, as set forth in the Plans and Specifications (as defined below) as approved by the City Review & Approval Bodies in accordance with Article III of this Agreement. Upon receipt of Service Payments (as defined below) and after making the payments described in Section 2.02, the City will reimburse the Developer for Allowable Costs (as defined below) incurred by Developer for constructing the Public Improvements. The parties acknowledge that the Developer is solely responsible for the Improvements, and the City shall not be a party with respect to any construction or other agreements with respect to the Improvements.

Section 1.02 Job Creation. The Developer anticipates that: (a) during construction of the Improvements, approximately 200 construction jobs will be created; (b) upon completion of the Developer Improvements, approximately 25 jobs will be created, including 12 full time employees; and (c) the Developer Improvements will generate an annual payroll of approximately \$725,000. The City acknowledges that these are Developer's best estimates based on current information and anticipated usage of the Developer Improvements.

Section 1.03 Public Improvements. The parties acknowledge that the Public Improvements on the Project Site are necessary for the construction of the Developer Improvements and will directly benefit the Project Site and the surrounding area. The Developer shall construct the Public Improvements solely from its own funds. The parties acknowledge that the Developer is solely responsible for the Public Improvements, and the City shall not be a party with respect to any construction or other agreements with respect to the Public Improvements.

Section 1.04 Costs of Improvements. The Developer estimates that the cost of the Improvements shall be approximately \$20,200,000 for the Developer Improvements and approximately \$3,752,950 for the Public Improvements, representing a total investment of approximately \$23,952,950.

Section 1.05 Construction. Construction of the Improvements shall commence no later than April 30, 2027 ("Commencement Date") and the Improvements shall be substantially complete no later than 24 months following the Commencement Date, subject to the provisions of Article VIII of this Agreement. The Developer shall not commence construction of the Improvements prior to the City's Review & Approval Bodies approval of the Plans and Specifications.

Section 1.06 Final Completion Certificate. The Public Improvements shall be deemed completed when the Developer shall have provided to the City, and the City shall have approved, a certificate that the Public Improvements are complete and ready for final acquisition and acceptance by the City by dedication (the "Final Completion Certificate"), prepared and signed by an authorized representative of the Developer, which certificate shall provide the following:

(a) generally describe all property acquired, constructed, installed or otherwise improved as part of the Public Improvements;

(b) the total costs of constructing the Public Improvements, including a breakdown of the components of the costs of the Public Improvements, in the format attached as *Exhibit C*;

(c) the date of completion of construction of the Public Improvements;

(d) that the construction of such Public Improvements has been completed in accordance with the Plans and Specifications, and that all costs then due and payable in connection therewith have been paid, there are no mechanics' liens, and all obligations, costs and expenses in connection with such Public Improvements have been paid or discharged;

(e) that all other facilities and improvements necessary for the proper functioning of such Public Improvements have been provided and all costs and expenses incurred in connection with such facilities have been paid or discharged, including all punch-list items and any associated retainages;

(f) that the construction of such Public Improvements and any other facilities described in clause (e) has been accomplished in a manner that conforms to all applicable zoning, planning, building, environmental, and other regulations of each federal, state, county or municipal government, or political subdivision thereof, any governmental or quasi-governmental agency, authority, board, bureau, commission, department, instrumentality, or public body, or nay court, administrative tribunal, or public utility (each a "Governmental Authority") having jurisdiction over such Public Improvements;

(g) that all licenses and approvals for the use and operation of such Public Improvements then required by any Governmental Authority have been obtained; and

(h) that the construction of such Public Improvements has been accomplished in a manner that permits the City, after dedication to the City and granting of a permanent non-exclusive easement, to use and operate such Public Improvements for the applicable public purposes pursuant to this Agreement.

Section 1.07 Acceptance of Public Improvements. The City has no obligation to acquire and accept the Public Improvements until:

(a) the Public Improvements are satisfactorily completed in accordance with the Plans and Specifications, as evidenced by the certificate provided by the City Engineer, and are properly acquired and dedicated as public rights-of-way and easements to the City;

(b) the City has received the executed Final Completion Certificate and all documents and instruments to be delivered to the City in accordance with the Plans and Specifications;

(c) the City has received evidence reasonably satisfactory to it that all liens on the Public Improvements, including but not limited to, tax liens then due and payable, the lien of any mortgage, and any mechanics' liens, have been released or, with respect to mechanics' liens, security therefor has been provided;

(d) lien waivers are provided by all contractors and suppliers with respect to the Public Improvements;

(e) the final plat has been submitted to the City for the acceptance of any dedication of any street, improvements, or land for public use and for the acceptance of any easement as required by the City's subdivision regulations and ordinances; and

(f) the satisfaction of all requirements related to the Public Improvements, including platting and dedication requirements, as provided in the City's Codified Ordinances and other City regulations.

The City agrees to accept and acquire the Public Improvements by dedication or otherwise, and the rights-of-way allocable thereto, promptly upon (and in any event within 90 days after) the satisfaction of the conditions listed in this Section 1.07. The City agrees to provide the Developer with an exemption certificate for sales and use tax in connection with the construction of the Public Improvements. The City's acquisition and acceptance of the Public Improvements, however, does not relieve the Developer of its responsibility for defects in material or workmanship.

Section 1.08 Compliance with Laws, Rules and Regulations. The Developer and its respective officers, agents, employees and any other persons over whom the Developer has control, shall comply with all present and future laws and ordinances of the City, Federal, State and other local governmental bodies, applicable to or affecting directly or indirectly the Developer or its operations and activities on or in connection with the construction and operation of the Improvements.

Section 1.09 Insurance. Developer shall purchase from, and, until dedication to and acceptance by the City of the Public Improvements, maintain with a company or companies lawfully authorized to do business in the jurisdiction in which the Public Improvements are located, comprehensive general liability insurance, for property damage and personal injury or death, which may be provided by umbrella or excess liability policies, and worker's compensation insurance (including employer's liability insurance), for all employees, if any, of the Developer and for all employees, if any, of the Developer's agent(s) and the contractor(s) and subcontractor(s) engaged on or with respect to the Public Improvements or the construction, installation, equipping and improvement of the Project, in such amounts as are established by law; provided that, the Developer may satisfy the requirements of this Section with respect to employees of the Developer's agents, and the contractors and subcontractors, through separate policies provided by each agent or contractor.

Section 1.10 Prevailing Wage—Public Improvements. The Developer shall require that all wages paid to laborers and mechanics employed in connection with the construction of the Public Improvements shall be paid at not less than the prevailing rates of wages for laborers and mechanics for each class of work called for by the Public Improvements, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates. To the extent required by law, the Developer shall comply, and shall require compliance by all contractors or subcontractors working on the Public Improvements, with all applicable requirements of Sections 4115.03 through 4115.16, Ohio Revised Code and Section 210.11 of the City's Codified Ordinances. In furtherance thereof, the Developer shall be responsible for (a) obtaining from the Ohio Department of Commerce, Wage and Hour Division, its determination of the prevailing rates of wages to be paid for all classes of work called for by the Public Improvements, (b) obtaining the designation of and/or providing for a Prevailing Wage Coordinator for the Public Improvements pursuant to Section 4115.032, Ohio Revised Code, and (c) ensuring that all contractors and subcontractors receive notification of changes in prevailing wage rates as required under Section 4115.05, Ohio Revised Code. At such time as the City requests, the Developer shall be required to provide the City with evidence, reasonably satisfactory to the City, that there has been compliance with the foregoing requirements. The Developer agrees that it shall require that representatives of the City have access to each contractor's personnel and all documents pertaining to the Public Improvements and that such representatives shall have access to the Public Improvements, in each case to the extent as may be necessary to monitor and review compliance with this subsection, but that the City shall not be liable for any failure to comply with this subsection. The Developer shall cooperate fully with representatives of the City in carrying out such tasks.

Article II

Tax Increment Financing; Service Payments

Section 2.01 TIF Ordinance. The TIF Ordinance, a copy of which is attached to this Agreement as *Exhibit D*, provides for the following with respect to the Project Site: (a) declares the Improvements (as defined in Section 5709.40 of the Revised Code) to the Project Site to be a public purpose for purposes of Section 5709.40 of the Revised Code; (b) requires the Developer, its successors or assigns, and any current or future owners of the Project Site and any current or future lessors, lessees, or owners of the Project Site (hereinafter collectively referred to as the "Owners" and individually as an "Owner") of the Project Site to make service payments to the County Treasurer in lieu of taxes (the "Service Payments") to finance the costs of the Public Improvements; and (c) establishes the South Park Mall Hotel Public Improvement Tax Increment Financing ("TIF") Fund ("TIF Fund"). The Developer acknowledges that the Project Site was previously included in a TIF under City Ordinance No. 2007-215 (the "Original TIF"). At the request of the Developer, the City will cooperate on the process to remove the Project Site from the Original TIF in accordance with Ordinance No. [2026-___] passed by City Council on [____], 2026 (the "Removal Ordinance").

Section 2.02 Service Payments; Disbursements from the TIF Fund.

(a) The City shall use the Service Payments actually received by the City (net of any fees imposed by the Cuyahoga County Fiscal Officer) during the period that the Project Site is

exempt from real property taxation first to pay out-of-pocket expenses of the City, including the payment or the reimbursement to the City of the payment of reasonable fees of Calfee, Halter & Griswold LLP, special counsel to the City, incurred in connection with the passage of the TIF Ordinance, the preparation and review of the Development Agreement and all documents and instruments related to the TIF, and the administration of the TIF Fund, and then to reimburse the Developer for Allowable Costs (defined below) of the Public Improvements. The period of exemption shall continue until the maximum period permitted by TIF Ordinance (but in no event later than 30 years after the commencement date of the TIF). If, for any reason, the exemption from real property taxation ends prior to the full reimbursement of the Developer for the Allowable Costs of such Public Improvements, the City shall have no further liability to the Developer for reimbursement.

(b) After completion of the Public Improvements and acceptance of the dedication of the Public Improvements, Developer shall certify the Allowable Costs of the Public Improvements it has incurred to the City for reimbursement using the form attached as *Exhibit E*. The City shall review Developer's certification to confirm the calculation of the Allowable Costs and the ability to provide payments of such Allowable Costs from the TIF Fund under Ohio law. Once confirmed, the City shall disburse the amounts in the TIF Fund to or at the direction of the Developer twice a year (after the payment of any fees and expenses incurred by the City as described in (a) above), within 60 days of the City's actual receipt of Service Payments from the County, up to the amount of the Allowable Costs as certified and agreed upon by the City and the Developer. At such time as the aggregate of all disbursements from the TIF Fund have paid the Allowable Costs in full, the City shall notify the Developer and shall not have any further obligation to reimburse Developer for the Allowable Costs. The Developer agrees to promptly repay any amounts erroneously paid by the City to the Developer in excess of the Allowable Costs upon written notice of the same by the City. Developer certifications of Allowable Costs in accordance with this paragraph must be submitted no later than December 31, 2028, unless otherwise extended by the City.

(c) The Developer acknowledges that funds in the TIF Fund will not be available until (i) after the completion of the construction of the Improvements and subsequent reassessment of the taxable real property valuation of the related portion of the Project Site by the Cuyahoga County Fiscal Officer, (ii) approval of the TIF by the State Department of Taxation, and (iii) receipt of the Service Payments from the Cuyahoga County Fiscal Officer.

(d) The City is not required to reimburse the Developer for any Allowable Costs under this Agreement while an Event of Default by the Developer exists and is continuing under this Agreement. The City does not assume, and is expressly released and discharged by the Developer from, any and all liability or responsibility whatsoever that might or could arise out of the method, manner, or application of such disbursements from the TIF Fund in accordance with this Agreement, the Plans and Specifications, or any of the document related thereto, or as to any liens whatsoever that might attach to or be filed against the Project or the Public Improvements or the TIF Fund other than as relate to the City's willful misconduct, grossly negligent acts, wrongful withholding of approval or material breach of obligations under this Agreement, the Plans and Specifications, or any of the document related thereto. The Developer acknowledges that it has no right to funds in the TIF Fund other than as arise under this Agreement.

(e) Notwithstanding anything to the contrary contained in this Agreement, (i) the City's obligation to reimburse the Developer for Allowable Costs of the Public Improvements, and (ii) any other obligation of the City arising out of this Agreement, shall not constitute a debt or pledge of the faith and credit of the City, and the City shall have no obligation to pay the Developer other than from Service Payments received by the City. The Developer acknowledges that the disbursements from the TIF Fund may not be adequate to fully repay the Developer all of the Allowable Costs

(f) For purposes of this Agreement, the term "Allowable Costs" means all amounts paid by the Developer within the categories encompassed by the line items of the TIF Funding Estimates for the Public Improvements described in *Exhibit C* and in accordance with this Agreement and shall also include, in any event, whether or not included in the foregoing, all "hard costs" and "soft costs" and all costs of designing, constructing, permitting, equipping, and completing the Public Improvements, including without limitation, all other costs of construction, interest, taxes, if any, insurance, fees for architects, engineers, attorneys, accountants and consultants and other related expenses attributed to the Public Improvements. To the extent that any portion of the Allowable Costs were paid by the Developer to any affiliate or related entity of the Developer, the Developer represents and warrants that such amounts will not be greater than the amounts that would have otherwise been paid for the same services, materials or expenses in an arms' length transaction between the Developer and an unrelated third-party.

Notwithstanding anything to the contrary in this Agreement, in no event shall the amount of Allowable Costs of the Public Improvements to be reimbursed by the City from money in the TIF Fund exceed \$3,752,950.

Section 2.03 Covenant to Make Service Payments. Developer agrees for itself and its successors and assigns and any future Owners of the Project Site to make Service Payments pursuant to the terms and conditions of this Agreement from the effective date of the exemption granted by the TIF Ordinance through the end of the exemption period as described in Section 2.02 of this Agreement (the "Covenant Period").

Section 2.04 No Contests of Assessed Valuation. Developer agrees, for itself and its successors and assigns and any future Owners of the Project Site, from and after the first full year following the completion of the Developer Improvements, not to contest the assessed valuation of the Project Site below a fair market value of \$14,000,000, as determined by the Cuyahoga County Fiscal Office, throughout the term on the Covenant Period.

Section 2.05 Declaration of Covenants Run with the Land. It is agreed that the covenants provided in Section 2.03 of this Agreement shall run with the land, and in any event and without regard to technical classification, be binding to the fullest extent permitted by law and equity, for the benefit and in favor of, and enforceable by, the City, its successors and assigns, against the Developer, and any successors and assigns and any future Owners of the Project Site, including without limitation any grantee in a conveyance of the Project Site through judicial process and, to the extent permitted by law, without expiration, until the expiration of the Covenant Period. These covenants, however, shall run with the land during the Covenant Period

and be binding whether or not this Agreement remains in effect or whether or not this provision is included in any succeeding agreement, deed or lease with the Developer or its successors or assigns or any future Owner. The Developer agrees to prepare, execute and deliver one or more Declarations of Restrictive Covenants in form reasonably satisfactory to the City for recording in the Cuyahoga County Fiscal Officer's office, evidencing the obligations of the Developer and its successors and assigns, and any future Owner having an interest in the Project Site, or a portion thereof, to make Service Payments.

It is further agreed that the covenants provided in Section 2.03 shall be binding on the Developer, or any successor or assign and any future Owner, only for that period that such person or entity has title to, an interest in, or possession or occupancy of the Project Site, or a portion thereof.

Section 2.06 Priority of TIF Exemption. The City and the Developer acknowledge and agree that the exemption from real property taxation for the Improvements authorized by the TIF Statutes and the TIF Ordinance shall be superior to any other exemption with respect to the Property or portion of the TIF Property granted under any other provision of the Revised Code. The Developer agrees to prepare and file, in cooperation with the City, all necessary applications and supporting documents to obtain the exemption from real property taxation for the Improvements authorized by the TIF Statutes and the TIF Ordinance as soon as practicable following the passage of the TIF Ordinance. The Developer further agrees to (a) refrain from filing any application for exemption that would conflict with the exemption authorized by the TIF Act and the TIF Ordinance, and (b) refrain from any uses of the Project or the Project Site that would conflict with the exemption authorized by the TIF Statutes and the TIF Ordinance. The City and the Developer shall cooperate in good faith to ensure compliance with all applicable requirements of the TIF Statutes and any related statutes necessary or appropriate to provide for the Service Payments. The City shall have no liability or responsibility for (i) the County Fiscal Office's removal of the Project Site from the Original TIF or the processing or approval of the TIF exemptions granted pursuant to the TIF Ordinance, and (ii) the State Department of Taxation's approval of the removal of the Project Site from the Original TIF Ordinance and subsequent approval of the TIF exemptions granted pursuant to the TIF Ordinance, provided that the City shall cooperate with the Developer, at the Developer's expense, in seeking such removal and subsequent exemption. Developer has had the opportunity to review the TIF Statutes, the Original TIF Ordinance and to review and approve the form and substance of the Removal Ordinance and TIF Ordinance, all with consultation with its legal counsel.

Section 2.07 Failure to Make Service Payments. Should Developer, or any successor or assign or any future Owner fail to make any Service Payment, the Developer, or its successors or assigns or future Owner, as applicable, shall pay, in addition to the Service Payments it is required to pay under this Agreement, (a) a penalty that will bear interest at the then-current rate established under Ohio Revised Code Sections 323.121(B)(1) and 5703.47, as may be amended or replaced after the date of this Agreement, and (b) such amount as is required to reimburse the City for any and all reasonable and actually incurred out-of-pocket costs, expenses and amounts (including reasonable attorneys' fees) required by the City to enforce provisions of this Agreement against Developer, or any successor or assign and any future Owner.

Section 2.08 Statutory Compliance. The City and the Developer shall cooperate in good faith to ensure compliance with all applicable requirements of the TIF Statutes and any related statutes necessary or appropriate to provide for the Service Payments.

Article III

Plans and Specifications - Reviews, Approvals and Permits

The Developer shall submit to the applicable Review & Approval Bodies for review and approval its plans, drawings, and other materials in connection with the Improvements (the "Plans and Specifications"). The City and the Review & Approval Bodies shall not be responsible for, or participate in the development, planning, or preparation of, the Plans and Specifications. The City's review shall be consistent with the applicable City zoning, building, and related code requirements and approvals for purposes of this Article III, including but not limited to the City's Review & Approval Bodies and City Council. The Plans and Specifications shall include, but not be limited, to a site plan, building layout, elevations of structures, parking, landscaping, signage, and any other planning materials that reasonably are required by the City's Review & Approval Bodies for comparable projects in the City. The Developer shall submit the Plans and Specifications to the City's Planning Commission within 30 days of the Effective Date.

The Developer shall prepare the necessary construction drawings and specifications for the purpose of obtaining demolition, building, and construction permits for the Improvements from the City's Building Department and other applicable permitting bodies for the Improvements.

Article IV

Covenants and Obligations of the Developer and Owner; Representations of City and Developer

Section 4.01 Preparation and Filing of Notice of the TIF Exemption. The Developer shall cause a notice to be recorded and prepared in accordance with the provisions of Section 5709.911(C)(1) of the Ohio Revised Code, at the office of the Cuyahoga County Fiscal Officer, requiring future owners of the Project Site to make Service Payments.

Section 4.02 Enforceability of Obligations Against Developer and an Owner. The obligation to perform and observe the agreements contained in this Agreement on the part of the Developer, or any successor or assign and any future Owner, shall be binding and enforceable by the City against the Developer, or any successor or assign and any future Owner with respect to (and only to) such person or entity's interest in its portion of the Project Site, or any parts thereof or any interest therein. In the event Developer, or any successor or assign and any future Owner no longer holds any real property interest in the Project Site, such Developer, successor or assign or future Owner shall have no further obligation under this Agreement.

Section 4.03 Binding Nature of Obligations.

(a) Subject to Section 4.02, the duty to perform the obligations of this Agreement shall be binding and enforceable against the Developer, or any successor or assign and any future Owner by the City.

(b) The obligations of the Developer, or any successor or assign and any future Owner under this Agreement shall not be terminated for any cause including, without limiting the scope of the foregoing, but by way of example, delay in completion of or failure to complete the Improvements; any acts or circumstances that may constitute failure of consideration, destruction of or damage to the Improvements; commercial frustration of purpose; any change in the constitution, tax or other laws or judicial decisions or administrative rulings or of administrative actions by or under the authority of the United States of America or of the State or any political subdivision of the State. Except as otherwise expressly provided for in this Agreement, nothing contained in this Agreement shall be construed to release the Developer, or any successor or assign and any future Owner from the performance of any of its agreements or obligations contained in this Agreement.

Section 4.04 Payment of Taxes. The Developer, or any successor or assign and any future Owner shall pay or cause to be paid, as the same become due, all taxes, assessments, whether general or special, and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against, or with respect to, the property of the Developer, or any successor or assign and any future Owner which is part of the Project Site or any personal property or fixtures of the Developer, or any successor or assign and any future Owner installed or brought therein or thereon (including, without limiting the generality of the foregoing, but by way of example, any taxes levied against the Developer, or any successor or assign and any future Owner with respect to the Developer Improvements, receipts, income or profits from the operations of the Developer, or any successor or assign and any future Owner at the Project, which, if not paid, may become or be made a lien on all or a portion of the Project Site) and all utility and other charges incurred by the Developer, or any successor or assign and any future Owner in the operation, maintenance, use, occupancy and upkeep of that portion of the Project Site held by the Developer, or any successor or assign and any future Owner.

Section 4.05 City's Representations. The City represents, warrants, and covenants to the Developer that as of the Effective Date:

(a) The City is a municipal corporation duly organized and validly existing under the laws of the State and its Charter, and the City has all necessary power and authority to enter into and perform the City's obligations under this Agreement.

(b) The City has taken all actions required to be taken under the laws of the State and under the City's governing documents to approve or authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement.

Section 4.06 Developer's Representations. The Developer represents, warrants, and covenants to the City as of the Effective Date:

(a) The Developer is duly organized and validly existing as a limited liability company under the laws of the State and is in full force and effect under the laws of the State.

(b) This Agreement has been duly executed, authorized, and delivered by the Developer and is a legal, valid, and binding obligation of the Developer, enforceable in accordance with its terms, except as limited by bankruptcy, insolvency, reorganization, moratorium, or similar laws in effect from time to time affecting the enforcement of creditors' rights generally and to the extent the same may be subject to the exercise of judicial discretion in accordance with general principles of equity. This Agreement and the transactions contemplated by this Agreement have been approved by the members or manager(s) of the Developer, as necessary and in accordance with the Developer's Operating Agreement and any other document governing the Developer.

(c) This Agreement and the consummation of these transactions are valid and binding upon the Developer and do not constitute a default (or an event which with notice and passage of time or both will constitute default) under its Operating Agreement or any contract to which the Developer is a party or by which it is bound.

(d) The construction of the Improvements will be performed in a professional manner and in accordance with the standard of care normally exercised by well-qualified engineering and construction organizations engaged in performing comparable services in Cuyahoga County, Ohio, and the Public Improvements will be performed in a professional manner in accordance with all City requirements, including but not limited to its Codified Ordinances and other City regulations. The Developer warrants that any materials and equipment incorporated into the Public Improvements will be free from defects, including defects in workmanship or materials for a period of one year from the date of dedication.

(e) The Developer has obtained sufficient funds or financing for completing the construction of the Improvements.

(f) There is no litigation or proceeding or, to the Developer's knowledge, threatened against the Developer, under which an unfavorable ruling or decision is reasonably likely to adversely affect the Developer's ability to carry out its obligations under this Agreement or the ability to construct and complete the Improvements.

Article V

Indemnification

Section 5.01 General Indemnification. In addition to the obligations of the Developer, as set forth in this Agreement, the Developer shall indemnify, defend, and hold harmless the City and its agents, officers, attorneys, employees, and public officials (referred to individually as an "Indemnatee" and collectively, as the "Indemnitees") from and against any and all suits, claims, damages, losses, costs, or expenses (including reasonable attorneys' fees and expert witness fees) arising out of, or resulting from the execution and delivery of this Agreement and the consummation of the transactions and actions contemplated by this Agreement, including but not limited to: (a) the construction of the Improvements; (b) claims, suits, or actions of every kind and description when such suits or actions are caused by negligent, willful and/or wanton acts, and/or errors or omissions of Developer, its officer, employees, consultants, subconsultants, and/or subcontractors; (c) injury or damages received or sustained by any party because of the negligent willful and/or wanton acts, and/or errors or omissions of Developer, its officers,

employees, consultants, subconsultants, and/or subcontractors; (d) Developer's failure to comply with any prevailing wage requirements that may be applicable or required under Chapter 4115 of the Revised Code or the City's Charter or Codified Ordinances; (e) any claims that sales and use taxes are payable with respect to the Public Improvements; and (f) the Developer, or any successor or assign and any future Owner's, failure to make full or timely Service Payments.

Section 5.02 Environmental Indemnification. Developer agrees to indemnify, defend, and hold harmless the Indemnitees, and each of them, from and against any and all claims and losses incurred by Indemnitees related to the construction of the Improvements, including but not limited to Environmental Losses (as defined below). Developer shall pay when due any judgments or claims for damages, penalties or otherwise against Indemnitees, and shall assume the burden and expense of defending all suits, administrative proceedings, mediations, arbitrations and resolutions of any disputes with all persons, political subdivisions or government agencies arising out of the occurrences set forth in this Section. In the event that such payment is not made, Indemnitees, at their sole discretion, may proceed to file suit against Developer to compel such payment.

As used herein, the following terms shall have the following meanings:

"Environmental Laws" means all present and future federal, state or local laws, statutes, ordinances, rules, regulations, codes, orders judgments, decrees and other requirements of governmental authorities relating to the environment (including, without limitation, soil, surface waters, ground water, surface or subsurface strata and ambient or indoor air), human health or to any Hazardous Material or Hazardous Material Activity, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. Section 9601, et seq., as now or hereinafter amended; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., as now or hereafter amended; the Hazardous Materials Transportation Act, 49 U.S.C. Section 5101, et seq., as now or hereafter amended; the Clean Water Act, 33 U.S.C. Section 1251, et seq., as now or hereafter amended; the Clean Air Act, 42 U.S.C. Section 7401, et seq., as now or hereafter amended; the Toxic Substances Control Act, 15 U.S.C. Section 2601, et seq., as now or hereafter amended; the Safe Drinking Water Act, 42 U.S.C. Section 300f, et seq., as now or hereafter amended; and any similar State and local laws and ordinances and the regulations now or hereafter adopted, published and/or promulgated pursuant thereto.

The term "Environmental Losses" shall mean any and all losses, liabilities, damages, demands, claims, actions, judgments, causes of action, defects in title, assessments, penalties, costs and expenses (including, without limitation, the reasonable fees and disbursements of outside legal counsel, accountants and environmental contractors or consultants and the reasonable charges of in-house legal counsel and accountants), and all foreseeable and unforeseeable damages, suffered or incurred, by any Indemnitee, arising out of or as a result of: (a) any Hazardous Material Activity (as hereinafter defined), whether such activity occurred on, before or after the Developer acquired the Project Site; (b) any actual or alleged violation of any applicable Environmental Laws relating to the Project Site or to the ownership, use, occupancy or operation thereof, whether such violation occurred on, before or after the Developer acquired the Project Site; (c) any investigation, inquiry, order (whether voluntary or involuntary), hearing,

legal or administrative action or other proceeding by or before any governmental agency in connection with any Hazardous Material Activity, or allegation thereof, whether such activity occurred or was alleged to have occurred on, before or after the Developer acquired the Project Site; or (d) any claim, demand, notice, request for information, cause of action, summons, or any action or other proceeding, whether meritorious or not, brought or asserted against any Indemnitee, which directly or indirectly relates to, arises from or is based on any of the matters described in clauses (a), (b) or (c) above, or any allegation of any such matters.

“Hazardous Material Activity” means any act, occurrence or omission related to any actual, proposed or threatened storage, holding, existence, use, release, migration, emission, discharge, generation, processing, abatement, removal, repair, cleanup or detoxification, disposition, handling, management, treatment or transportation of any Hazardous Material (as defined herein) from, under, into or on the Project Site or the surrounding property, or any other activity, occurrence or omission that causes or would cause such event to exist.

Article VI

Events of Default

The following events are “Events of Default” under this Agreement:

Section 6.01 Events of Default.

(a) The failure of Developer, or any successor or assign or any future Owner (i) to pay, no later than the fifth calendar day following its due date, any Service Payment, or installment of any Service Payment due by Developer, or any successor or assign or any future Owner, including any applicable late payment charges; or (ii) to perform any covenant made by it or any of the requirements imposed on it set forth in this Agreement within 30 days after Developer’s receipt of notice of such failure by the City.

(b) The Developer fails to materially comply with any term, provision, or covenant of this Agreement, and the Developer fails, within 30 days after written demand from the City, to remedy the default, including, without limitation, timely completion of construction of the Improvements, subject to the provisions of Article VIII of this Agreement.

(c) Prior to the completion of the Improvements, the Developer (i) is adjudged insolvent, (ii) admits in writing its inability to pay its debts generally as they become due, (iii) makes a fraudulent transfer, or (iv) makes an assignment for the benefit of creditors.

(d) Prior to the completion of the Improvements, the Developer (i) files a petition under any section or chapter of the federal bankruptcy laws, as amended, or under any similar law or statute of the United States or any state thereof, or (ii) is adjudged bankrupt or insolvent in proceedings filed against the Developer under those laws or statutes.

(e) Prior to the completion of the Improvements, a receiver or trustee is appointed for all or substantially all of the assets of the Developer, which receiver is not discharged within 90 days after the appointment.

Section 6.02 Events of Default by the City. The City fails to materially comply with any term, provision, or covenant of this Agreement, and the City fails, within 30 days after written demand from the Developer, to remedy the default.

Article VII Remedies

Section 7.01 Generally. If any Event of Default occurs, the Developer, shall promptly (and in any event within 30 days after receipt of the written notice, unless a different cure period is specified in the written notice), cure or remedy such Event of Default or, if such Event of Default is of such nature that it cannot be cured or remedied within the applicable cure period, the Developer shall commence its actions to cure or remedy such default within the applicable cure period, and proceed diligently thereafter to cure or remedy such Event of Default. In case such action is not taken or not diligently pursued, or the Event of Default is not cured or remedied within the required time, the City may:

- (a) institute any proceedings that it deems reasonably necessary to recover damages suffered as the result of the default;
- (b) institute any proceedings that it deems reasonably necessary to cure and remedy the default, including, but not limited to, proceedings against the Developer in default to compel specific performance of its obligations; and
- (c) take any other action that it deems reasonably necessary to cure the default at law or in equity.

Section 7.02 Enforcement; Foreclosure of Lien. The provisions of this Agreement with respect to the obligations of a Developer, or any successor or assign or any Owner may be enforced to the fullest extent permitted by law, by the City. It is the intention of the Developer that this Agreement and the covenants contained in this Agreement shall be specifically enforceable by the City, in law or in equity. It is the further intention and agreement of the Developer that this Agreement shall constitute and be deemed a lien encumbering and running with the Project Site to secure the obligation of the Developer, or any successor or assign or any future Owner to make Service Payments, and, if applicable, to pay interest and penalties described in this Agreement, intended to have same lien rights as real estate taxes and the same priority in accordance with Section 323.11 and 5709.91 of the Revised Code. In furtherance of the foregoing, it is the intention of the Developer, or any successor or assign and any future Owner that the City, upon the occurrence of an Event of Default set forth in Section 6.01 of this Agreement, and without limiting any other right or remedy otherwise available to the City, take all such steps as may be legally available to it to foreclose upon such lien pursuant to the procedures and requirements of Ohio law relating to either mortgage liens or delinquent real estate taxes; provided, however, that nothing contained in this Agreement shall be deemed to authorize the acceleration of Service Payments due in future years. The provisions of this Section 7.02 shall encumber and run with the Project Site. Furthermore, the obligations of the City to reimburse Developer or its assigns for the Allowable Costs from the TIF Fund in the manner and the time as provided in this Agreement are intended to be and are obligations of the City enforceable by mandamus, and the City shall disburse amounts held in the TIF Fund (if any)

in accordance with this Agreement regardless of any default or claimed default of a future Owner occurring after completion and dedication of the Public Improvements.

Section 7.03 Other Rights and Remedies of City; No Waiver by Delay. If an Event of Default by the Developer remains uncured beyond the applicable cure period, if any, the City will have the right to institute any other actions or proceedings that it deems desirable for effectuating the purposes of this Article, including but not limited to the right to complete construction of the Public Improvements and collect and retain the Service Payments, to pay the costs of construction of the Public Improvements, and to pay any costs and expenses related to exercising or enforcing its rights and remedies under this Agreement.

Any delay by the City in asserting its rights under this Agreement shall not operate as a waiver of those rights by the City or to deprive the City of or limit those rights in any way. It is the intention of the parties that the City shall not be constrained, so as to avoid the risk of being deprived or limited in the exercise of the remedies provided in this Agreement because of concepts of waiver, laches, or otherwise. The City may exercise any remedy at a time when it may still hope to resolve the problems created by an Event of Default. No waiver in fact made by the City with respect to any specific default by the Developer or the Owner under this Agreement may be considered or treated as a waiver of the rights of the City with respect to any other defaults by the other party under this Agreement, or with respect to the particular default except to the extent specifically waived in writing.

Section 7.04 LIMITATION ON LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE FOR ANY DAMAGES FOR LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, REVENUE OR OPPORTUNITY, CLAIMS OF THIRD PARTIES, OR FOR ANY OTHER SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OF ANY KIND OR NATURE; provided, however, that nothing contained in this paragraph shall limit Developer's liability for claims of third parties (whether for property damage or personal injury) arising out of the construction and installation of the Public Improvements.

Article VIII Force Majeure

Except as otherwise provided, neither the City nor the Developer will be considered in default of its obligations under this Agreement, if a delay in performance is due to a Force Majeure Event, to the extent such delay materially affects the performance of such party. As used in this Agreement "Force Majeure Event" means acts of God; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies, political subdivisions or officials, or any civil or military authority; strikes; labor disputes; insurrections, civil disturbances; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; tornadoes; storms; droughts; other weather conditions; floods; arrests; restraint of government and people; explosions; breakage, malfunction or accident to facilities, machinery, transmission pipes or canals; partial or entire failure of utilities; and unavailability of labor or materials due to the occurrence of any of the foregoing events.

It is the intent of the parties that in the event of the occurrence of any Force Majeure Event, the time or times for performance shall be extended for the period of such Force Majeure Event. However, the parties seeking the benefit of the provisions of this Article VIII must within five days after the beginning of the Force Majeure Event, notify the other party in writing of the cause and, if possible at the time of notice, the expected duration of the delay caused by the Force Majeure Event.

Article IX

Further Assurances; Full Disclosure; Good Faith and Fair Dealing

The City and the Developer agree to execute such other and further documents as may be necessary or required to consummate or more fully confirm the transactions contemplated by this Agreement. No representation or warranty of any party contained in this Agreement contains any untrue statement of any material fact as of the time such representation or warranty is made and, to the knowledge of each party, no such representation or warranty omits or will omit to state a material fact necessary in order to make the representations and warranties contained herein or therein not misleading. From and after the date of this Agreement, the City and the Developer agree to cooperate with one another in good faith, and to deal fairly with one another, so as to effect the consummation of the transactions contemplated by this Agreement, and to resolve unforeseen conditions arising subsequent to the execution of this Agreement.

Article X

Acquisition and Dedication of Other Interest in Certain Public Improvements

Section 10.01 Acquisition of the Public Improvements through Dedication. Developer acknowledges and agrees that the Public Improvements within the public right-of-way or where otherwise required by the City, may be acquired by the City through the dedication of the Public Improvements by the Developer to the City pursuant to Chapter 1228 of the City's Planning and Zoning Code, subject to the approval and acceptance of the City and the provision of title insurance provided by the Developer in accordance with Section 1228.07 of the City's Codified Ordinances. For the avoidance of doubt, the City shall have no obligation to reimburse the Developer for any Allowable Costs from Service Payments received by the City until such dedication has occurred.

After completion of construction of those Public Improvements which are dedicated to the City, the City shall have the right to make modifications, alterations, replacements or additions to such Public Improvements, at the City's sole cost and expense.

Section 10.02 Permanent Easement for Access to Public Improvements. Developer hereby acknowledges and grants to the City and its agents, a non-exclusive permanent easement upon, across, over, through and above, including light and air, over the Project Site, for access to, the use, and operation, of the Public Improvements within the public right-of-way, as well as those within Developer's privately-owned property, to be evidenced by a separate easement agreement or multiple agreements to be recorded in the records of the Cuyahoga County Fiscal Office, and which will further provide for repair and maintenance of those Public Improvements

within Developer's privately-owned property exclusively by the Developer and at Developer's sole cost.

Article XI Miscellaneous

Section 11.01 Notices. Any notice or demand required or permitted to be given by or to either of the parties hereto and every alleged breach of a warranty or representation contained in this Agreement shall be made in writing and shall be deemed to have been given or delivered, as the case may be, when delivered by: (a) hand delivery; (b) express overnight delivery service; or (c) certified or registered mail, return receipt requested, and shall be deemed to have been delivered upon: (i) receipt, if hand delivered; (ii) the next business day, if delivered by express overnight delivery service; or (iii) the third business day following the day of deposit of such notice with the United States Postal Service, if sent by certified or registered mail, return receipt requested. Notices shall be provided to the parties and addresses (or facsimile numbers, as applicable) specified below:

If to City: City of Strongsville
 16099 Foltz Parkway
 Strongsville, Ohio 44149
 Attention: Mayor Thomas Perciak

With a copy to: City of Strongsville
 16099 Foltz Parkway
 Strongsville, Ohio 44149
 Attention: Law Director

If to Developer: Howe Mustang, LLC
 469 Literary Road
 Cleveland, OH 44113
 Attn: Finance Department

With a copy to: WH Burkley LLP
 1500 West Third Street, Suite 300
 Cleveland, Ohio 44114
 Attn: Nick Catanzarite, Esq.

Each party may designate, by written notice, another person or address to whom any communication may be sent. Communications that are sent by messenger services shall be deemed sufficiently sent when delivered. Communications that are sent by overnight delivery service shall be deemed sufficiently sent on the first business day after the date on which such communications are delivered to such overnight delivery service. Communications that are mailed by United States certified or registered mail shall be deemed sufficiently sent on the third business day after the date on which such communications are deposited in the United States mail.

Section 11.02 Powers of the City. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City, including, but not limited to, the City's authority to enter into a similar agreements with any other entity.

Section 11.03 No City Expenditures. Nothing contained in this Agreement shall be construed to require the City to expend municipal funds in connection the performance of this Agreement.

Section 11.04 Non-Discrimination. Developer agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, ancestry, creed, gender, national origin, or disability.

Section 11.05 Non-Waiver. Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of any subsequent breach of any agreement, condition, or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.

Section 11.06 Paragraph Headings. The paragraph headings contained in this Agreement are merely for convenience and reference and are not intended to be a part of this Agreement, or in any matter to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

Section 11.07 Legal Relationship of Parties. It is expressly understood and agreed that during the term of this Agreement, Developer shall have no right to control City's officials, employees, agents, contractors, or representatives. It is further expressly understood that Developer's officers, employees, agents, contractors, and representatives are acting solely and exclusively under the direction and control of Developer. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the City and Developer, its officers, employees, agents, contractors or representatives; and Developer shall have no authority whether express, implied, apparent or otherwise to bind or obligate the City in terms of any third parties.

Section 11.08 No Partnership. Nothing contained in this Agreement shall make, or be deemed to make, the City and Developer a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.

Section 11.09 No Personal Liability. All covenants, obligations and agreements of the parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation, or agreement shall be deemed to be a covenant, obligation, or agreement of any present or future member, officer, agent, or employee of the City other than in his or her official capacity, and neither the members of the legislative body of the City nor any City official executing this Agreement shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution

thereof or by reason of the covenants, obligations, or agreements of the City contained in this Agreement.

Section 11.10 Compliance with Certain State Laws. Developer is in compliance with and shall abide by the requirements of Revised Code Section 3517.13 regarding limitations and restrictions on contributions to the campaign committees of certain City officials.

Section 11.11 Singular and Plural. Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

Section 11.12 Binding Effect and Successors and Assigns. This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and the Developer and their respective partners, successors, permitted assigns.

Section 11.13 Assignments and Transfers. During the development and construction of the Public Improvements, the Developer shall not make any assignments or transfers of the Developer's interest in the Project Site or this Agreement, without the prior written consent of the City, in accordance with procedures required by law. City expressly acknowledges and agrees that Developer may, upon written notice to the City but without further approval, assign its rights to receive reimbursement of Allowable Costs, and the City shall, upon receipt of such notice (which the City may conclusively rely upon without any additional confirmation or investigation), cause any and all payments of Allowable Costs from the TIF Fund to be made pursuant to the instruction of such assignee.

Section 11.14 Governing Law. This Agreement shall be governed by the laws of the State. All disputes arising under this Agreement shall be litigated in the Cuyahoga County Court of Common Pleas or the Federal Court for the Northern District of Ohio and the parties consent to submit themselves to the jurisdiction and venue of that court.

Section 11.15 Severability. If any provision of this Agreement is for any reason held to be illegal or invalid, it shall not affect any other provision of this Agreement.

Section 11.16 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

Section 11.17 Amendments. This Agreement shall not be amended, supplemented, or modified except by an instrument in writing executed by the City and the Developer, and authorized by City Council when required by law.

Section 11.18 No Construction Against Drafter. This Agreement shall be interpreted to give it fair meaning, and any ambiguity shall not be construed for or against any party.

[THE BALANCE OF THIS PAGE IS INTENTIONALLY BLANK]

[SIGNATURE PAGES IMMEDIATELY TO FOLLOW]

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

CITY OF STRONGSVILLE, OHIO

By: _____
Gordon C. Short, President of City Council

HOWE MUSTANG, LLC,
an Ohio limited liability company

By: _____
Nick Catanzarite, Authorized Representative

Certification of Law Director

I hereby certify that I have reviewed and approved the form of the foregoing Agreement
this ____ day of _____, 2026.

Neal Jamison, Law Director

Certification of Funds

I, Eric Dean, Director of Finance of the City of Strongsville, Ohio, hereby certify that the money to meet this Agreement will be appropriated bi-annually from the South Park Mall Public Improvement Tax Increment Financing ("TIF") Fund and is in the process of collection from said fund and is free from prior encumbrances.

Date

Eric Dean
Director of Finance

Exhibit A

Legal Description of the Project Site

Legal Description

PPN: 396-24-019

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio and known as being Parcel 11B in the Plat of Lot Split of P.P.N. 396-22-001 Creating Parcels 11A and 11B, of part of Original Strongsville Township Lot Nos. 36, 45, and 46, as shown by the recorded plat in AFN 202604210178, of the Cuyahoga County Records and containing 1.7184 acres of land, be the same more or less, but subject to all legal highways.

Exhibit A-1

Lot Split Plat

See attached.

Exhibit B

Developer Improvements

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

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

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

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

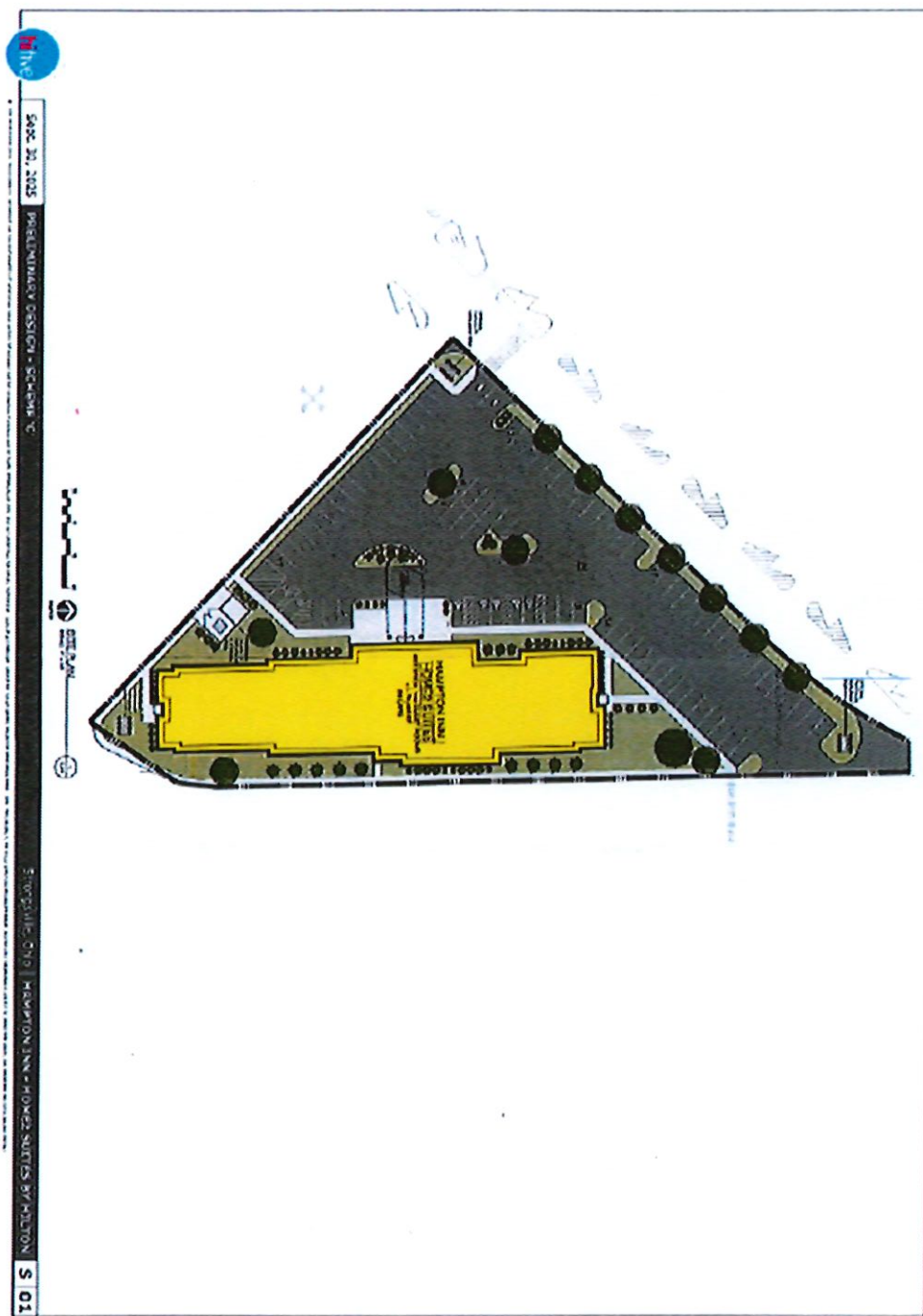


Exhibit C

Public Improvements

The Public Improvements consist of:

TIF Funding Estimates SOUTHPARK MALL HOTEL Preliminary Cost Estimates as of 4/27/26					
Category	Description	Quantity	Unit	Unit Price	Total
"Demolition and Environmental Remediation"	Phase 1 Study & Testing	1	Ea	1,950	1,950
	Soil Testing - Geotech	1	Ea	12,900	12,900
	Demolition of Existing Conditions	1	Ea	30,000	30,000
	Erosion Control	2	Acres	2,800	5,600
	Site Work (excavation, fills, grading)	1	LS	300,000	300,000
	Subtotal				\$ 350,450
"water and sewer lines" "stormwater and flood remediation projects necessary for economic development"	Relocate Existing Utilities	1	LS	50,000	50,000
	Hydrants	3	EA	10,000	30,000
	Water Main (incl tees, fittings, reducers)	1	LS	175,000	175,000
	Utilities (storm/sanitary sewer, underdrains, trenching & conduits)	1	LS	611,000	611,000
	Subtotal				\$ 866,000
Public Roads and right of ways/easements	Ring Road Work	1	LS	65,000	65,000
	Concrete - Roads/Sidewalks	1	LS	350,000	350,000
	Mall Parking Lot Improvements	1	LS	85,000	85,000
	Landscaping	1	LS	150,000	150,000
	Lighting	1	LS	125,000	125,000
	Subtotal				\$ 775,000
Planning, Engineering, Professional Fees, and Soft Costs	Civil Engineering	1	Ea	35,000	35,000
	Architectural & Engineering	1	LS	475,000	475,000
	Surveying & Plat Consolidation	1	Ea	5,500	5,500
	Traffic Study	1	Ea	15,000	15,000
	Legal Fees	1	LS	150,000	150,000
	Insurance	1	LS	75,000	75,000
	Interest Expense (@ 7.5%, 16 months)	1	LS	250,000	250,000
	Contingency / General Conditions	1	LS	350,000	350,000
	Financing Costs	1	LS	406,000	406,000
	Subtotal				\$ 1,761,500
	OVERALL TOTAL				\$ 3,752,950

Exhibit D
TIF Ordinance
[See attached]

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 056

By: Mayor Perciak and All Members of Council

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

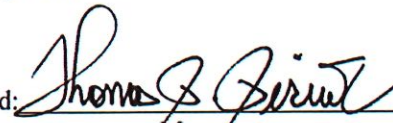
Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to cause the development of the Project to foster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



President of Council

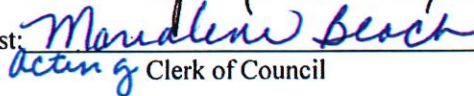
Date Passed: July 27, 2026

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

Approved: 

Mayor

Date Approved: July 27, 2026

Attest: 

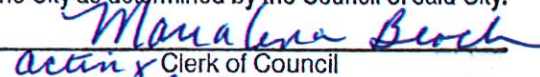
Acting Clerk of Council

Ord. No. 2026-056 Amended: _____
1st Rdg. 05-18-26 Ref: Finance
2nd Rdg. 06-01-26 Ref: Finance
3rd Rdg. 07-27-26 Ref: _____

Public Hrg. _____ Ref: _____
Adopted: 07-27-26 Defeated: _____

CERTIFICATE OF POSTING

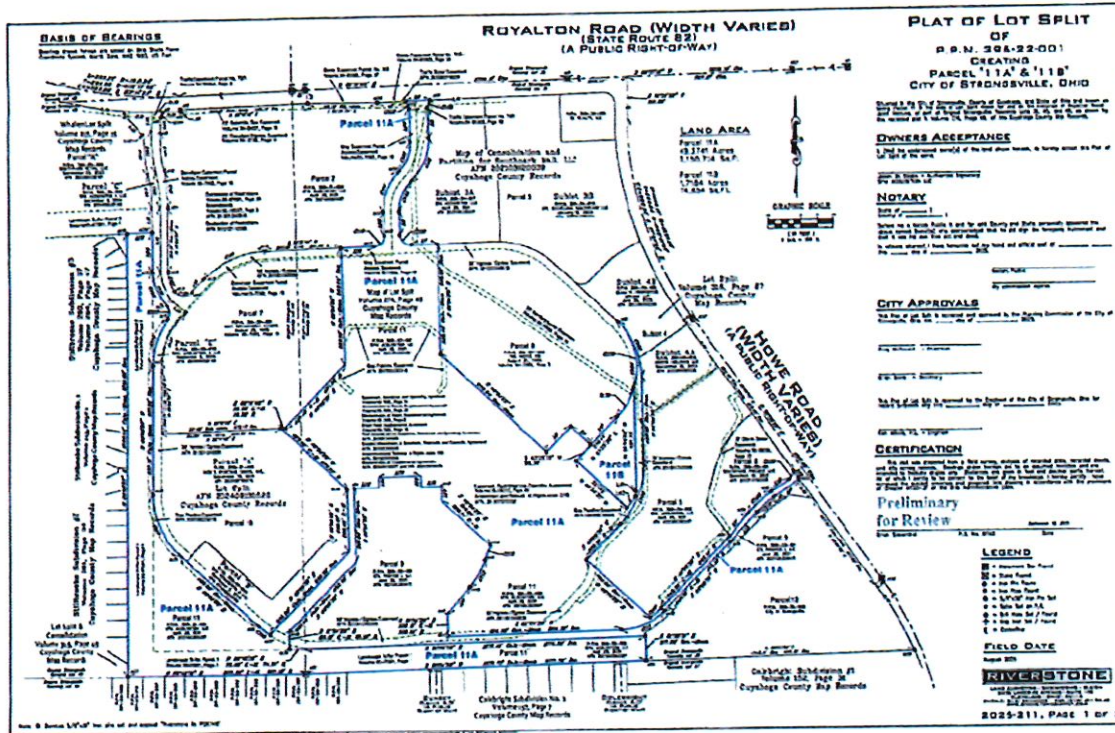
I, Clerk of Council of the City of Strongsville, Ohio, do hereby certify that Ordinance/Resolution No. 2026-056 was duly posted on 07/28/26, and remained posted for a period of fifteen days thereafter, in not less than five of the most public places in the City as determined by the Council of said City.



Clerk of Council

Dated: July 28, 2026

EXHIBIT A
THE PROPERTY



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

EXHIBIT B

DEVELOPER IMPROVEMENTS

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

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

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

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

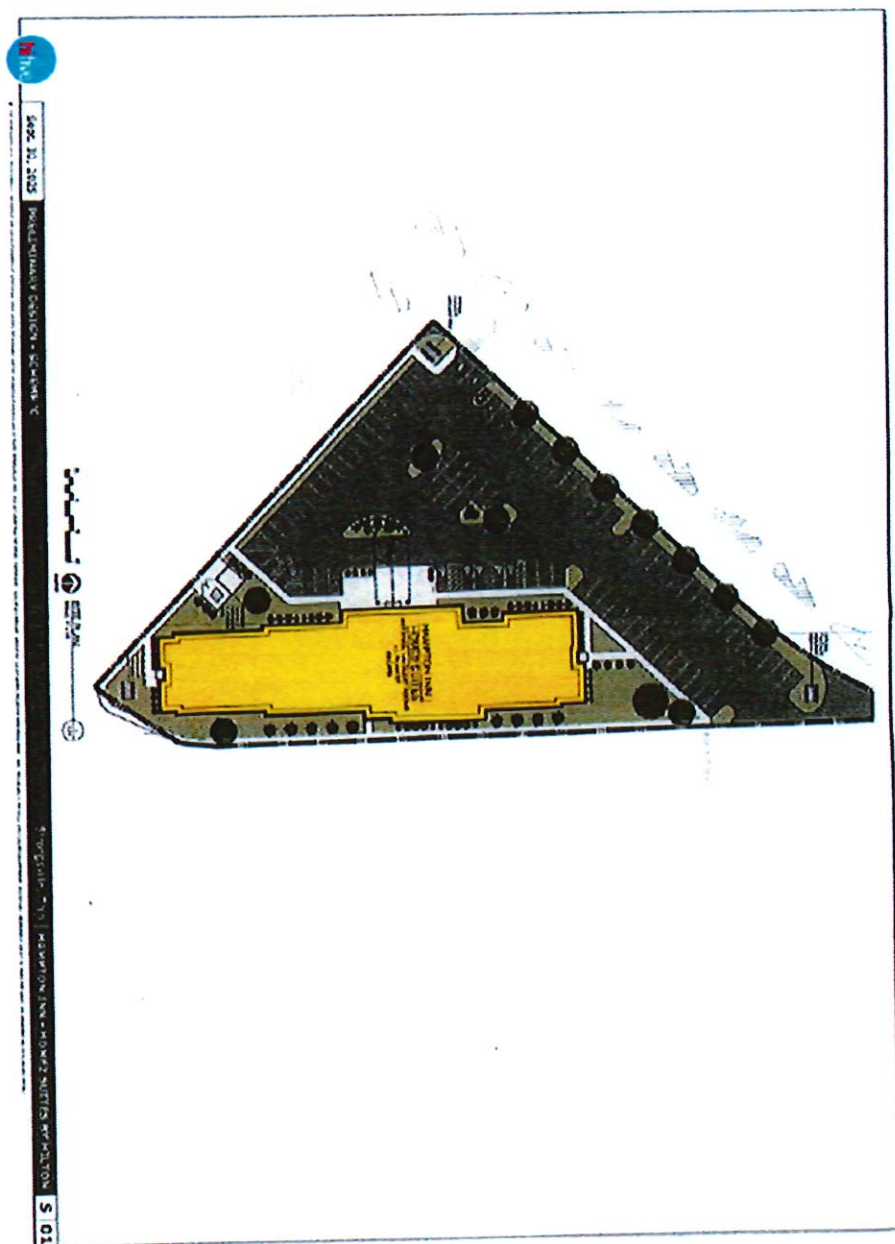


EXHIBIT C
PUBLIC INFRASTRUCTURE IMPROVEMENTS

The Public Infrastructure Improvements consist of:

(a) Project Site Public Infrastructure Improvements

TIF Funding Estimates SOUTHPARK MALL HOTEL Preliminary Cost Estimates as of 4/27/26					
Category	Description	Quantity	Unit	Unit Price	Total
"Demolition and Environmental Remediation"	Phase 1 Study & Testing	1	Ea	1,950	1,950
	Soil Testing - Geotech	1	Ea	12,900	12,900
	Demolition of Existing Conditions	1	Ea	30,000	30,000
	Erosion Control	2	Acres	2,800	5,600
	Site Work (excavation, fills, grading)	1	LS	300,000	300,000
	Subtotal				\$ 350,450
"water and sewer lines" "stormwater and flood remediation projects necessary for economic development"	Relocate Existing Utilities	1	LS	50,000	50,000
	Hydrants	3	EA	10,000	30,000
	Water Main (incl tees, fittings, reducers)	1	LS	175,000	175,000
	Utilities (storm/sanitary sewer, underdrains, trenching & conduits)	1	LS	611,000	611,000
	Subtotal				\$ 866,000
Public Roads and right of ways/easements	Ring Road Work	1	LS	65,000	65,000
	Concrete - Roads/Sidewalks	1	LS	350,000	350,000
	Mall Parking Lot Improvements	1	LS	85,000	85,000
	Landscaping	1	LS	150,000	150,000
	Lighting	1	LS	125,000	125,000
	Subtotal				\$ 775,000
Planning, Engineering, Professional Fees, and Soft Costs	Civil Engineering	1	Ea	35,000	35,000
	Architectural & Engineering	1	LS	475,000	475,000
	Surveying & Plat Consolidation	1	Ea	5,500	5,500
	Traffic Study	1	Ea	15,000	15,000
	Legal Fees	1	LS	150,000	150,000
	Insurance	1	LS	75,000	75,000
	Interest Expense (@ 7.5%, 16 months)	1	LS	250,000	250,000
	Contingency / General Conditions	1	LS	350,000	350,000
	Financing Costs	1	LS	406,000	406,000
	Subtotal				\$ 1,761,500
	OVERALL TOTAL				\$ 3,752,950

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

Exhibit E

Certificate of Allowable Costs

Pursuant to Article II of the Project Development Agreement (the "Development Agreement"), dated as of _____, 2026, between the City of Strongsville, Ohio (the "City") and Howe Mustang, LLC (the "Developer"), the undersigned requests reimbursement of Allowable Costs of the Public Improvements under the Development Agreement. All capitalized terms not otherwise defined in this certificate have the meanings given to them in the Development Agreement:

The undersigned authorized representative of the Developer certifies, represents, and warrants, on behalf of the Developer, to the City, that:

1. I have read the Development Agreement and I have reviewed the appropriate records and documents of the Developer relating to the matters covered by this certificate.
2. The amount and nature, the names and addresses of the payees, invoices, and proof of payment of each item of Allowable Costs of the Public Improvements requested in this certificate to be paid are shown in Schedule 1 attached to this certificate. To the extent that any portion of the Allowable Costs were paid to any affiliate or related entity of the Developer, such amounts were not in excess of what would have otherwise been paid for the same services, materials, or expenses in an arms' length transaction between the Developer and an unrelated third-party.
3. The total Allowable Costs for Public Improvements is \$_____.
4. The Allowable Costs of the Public Improvements constitute Allowable Costs of the Public Improvements as set forth in the Development Agreement and have not been previously paid or reimbursed by the City or any other governmental entity.
5. The Developer is in compliance in all material respects with all provisions and requirements of the Development Agreement, and no Event of Default by the Developer has occurred and is continuing under the Development Agreement.

Howe Mustang, LLC

Authorized Representative

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 082

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO MAKE FINAL PAYMENT TO THE CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS FOR THE DESIGN AND CONSTRUCTION COSTS RELATED TO THE REMOVAL AND REPLACEMENT OF A PART OF THE SANITARY SEWER ON SPRAGUE ROAD FROM WEBSTER ROAD TO WEST 130TH STREET, ALL IN CONNECTION WITH THE RECONSTRUCTION AND WIDENING OF SPRAGUE ROAD IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, reconstruction and widening of Sprague Road from Webster Road to York Road in the Cities of Middleburg Heights, North Royalton, Parma and Strongsville was financed by the Ohio Public Works Commission (OPWC), Cuyahoga County and the Cities of Middleburg Heights, North Royalton, Parma and Strongsville ("City"); and

WHEREAS, by and through Ordinance No. 2006-004, this Council requested the cooperation of the then Board of County Commissioners of Cuyahoga County and consented to the reconstruction and widening of Sprague Road (CR 67) from Webster Road to West 130th Street in the City of Strongsville; and

WHEREAS, further, by and through such Ordinance, Council authorized the Mayor to enter into an Agreement with the Board of County Commissioners of Cuyahoga County to complete the planning and construction of the improvement of Sprague Road from Webster Road to West 130th Street in the City of Strongsville; and

WHEREAS, in addition, by and through Ordinance No. 2019-037, the City formally requested Cuyahoga County to include the design and construction costs for approximately ninety (90) lineal feet of sanitary sewer on Sprague Road from Webster Road to West 130th Street in the City of Strongsville in the project for reconstruction and widening of Sprague Road; and

WHEREAS, since the reconstruction and widening of Sprague Road from Webster Road to West 130th Street in the City of Strongsville has been completed, the Cuyahoga County Department of Public Works is requesting final payment of the actual design, engineering and construction costs, which were more than the original estimated costs, as shown on the Final Invoice attached hereto as Exhibit A.

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 authorizes the Mayor and Director of Finance to make final payment to the Cuyahoga County Department of Public Works for the City's share of the actual design, engineering and construction costs incurred for the sanitary sewer work on Sprague Road in connection with the reconstruction and widening of Sprague Road from Webster Road to West 130th Street, in the amount of \$118,307.67, as shown on the Final Invoice attached hereto as Exhibit A.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2026 – 082
Page 2

Section 2. That the funds necessary to pay for the City of Strongsville's portion of the costs in connection with this project shall be paid from the General Capital Improvement 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.

Section 4. That this Ordinance is hereby declared an emergency measure immediately necessary for the preservation of the public peace, health, safety, and general welfare of the inhabitants of the City, and for the further reason that it is necessary to make final payment to the Cuyahoga County Department of Public Works for the sanitary sewer improvement for the City of Strongsville included in the reconstruction and widening of Sprague Road, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2026-082 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Cuyahoga County Department of Public Works

2079 E. 9th Street
5th Floor
Cleveland, OH 44115

Invoice

Date	Invoice #
7/15/2026	2026-037

Bill To
City of Strongsville Attn: Ken Mikula 16099 Foltz Parkway Strongsville, Ohio 44149

County Dept
R & B

Accounting Unit: PW605105 Account: 45100 Activity: CRPWC0001801

	Project Name	Description	Amount
CA07W	Sprague Road	Final Municipal Invoice	118,307.67
Please make checks payable to the Cuyahoga County Fiscal Officer. Remit to: Attn: R&B, 2079 E 9th St, 5th Floor, Cleveland, OH 44115			Total \$118,307.67

APPROVED
CITY OF STRONGSVILLE-ENGINEER

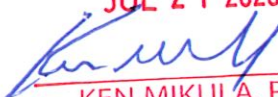
JUL 21 2026

KEN MIKULA, P.E.

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 083

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 GRANT FUNDING IN CONNECTION WITH THE PLUM BROOK LANE WATERMAIN REPLACEMENT PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, this Council is desirous of making application for State of Ohio Issue 1 grant funding in connection with the Plum Brook Lane Watermain Replacement Project in the City of Strongsville consisting of the replacement of 1,600 linear feet of 12" watermain and six hydrants, including full depth pavement replacement, new concrete pavement, curbs, curb drains, curb ramps, catch basin reconstruction, manholes and monument boxes adjusted to grade, all together with the necessary appurtenances thereon, with a total overall estimated cost of \$1,488,275.00.

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 some \$500,000.00 in Issue 1 grant funding for the Plum Brook Lane Watermain Replacement Project, which consists of the replacement of 1,600 linear feet of 12" watermain and six hydrants, including full depth pavement replacement, new concrete pavement, curbs, curb drains, curb ramps, catch basin reconstruction, manholes and monument boxes adjusted to grade, together with the necessary appurtenances thereon; and to execute all documents and do all things necessary in furtherance thereof.

Section 2. That, if such application for grant funding 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 some \$988,275.00, from the General Capital Improvement 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.

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 immediately necessary in order to meet the application deadline date, maintain efficient water service in 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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2026 – 083
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2026-083 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 084

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 2027 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, 2024-126 and 2025-095, 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 2027; 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 2027, 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 \$89,043.05; 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 2027, 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 \$89,043.05 under such Law Enforcement Diversion Program, and hereby authorizes the Mayor, Director of Finance, Chief of Police, and/or other appropriate officers of the City to provide, execute and deliver agreements, certifications, assurances and such other information as may be required in connection therewith.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2026 – 084
Page 2

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

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2026-084 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

**OHIO ATTORNEY GENERAL'S OFFICE
RECIPIENT ORGANIZATION AGREEMENT**

Recipient Organization: Strongsville Police Department

Maximum Amount: \$89,043.05

Award Period: Commencement Date – July 1, 2026; End Date – June 30, 2027

The parties hereto agree as follows:

I. Funding Purpose and Recapture of Funds. In accordance with the terms herein, the Recipient Organization (the “Recipient”) agrees to expend funds for the Law Enforcement Diversion Grant Program (also known as the Drug Abuse Response Team Grant Program) to address the opioid epidemic in Ohio by providing necessary assistance and/or referrals to treatment options, recovery support, counseling and mental health treatment services, in accordance with the approved Law Enforcement Diversion Program Grant Application, attached hereto as Exhibit A and incorporated as if fully rewritten herein. The Recipient agrees that it will be liable to repay any funds spent in a manner inconsistent with this Agreement or the stated purpose as determined by the Ohio Attorney General (“Attorney General”). This Agreement may be modified only with the prior approval of the Attorney General. All modifications to this Agreement will be in writing and signed by both parties to this Agreement. Any change from the application in Exhibit A without a modification to this Agreement will be grounds for recapture of funds by the Attorney General.

II. Limitations on Use of Funds. Funds received under this Agreement shall be used for expenses incurred during the Award Period and only for the purposes detailed in Exhibit A. Funds shall not be used (1) to pay taxes, fines, or other government levies, (2) to satisfy a debt, settlement, or judgment, (3) to pay non-business expenses, including alcohol, (4) to pay a distribution to a shareholder, member, partner, or any other class of equity holder, (5) to supplant funds, including to cover costs used as a match to other grant programs or to reimburse or replace another source of a government program, (6) for any political campaign, political action committee, or governmental lobbying in a partisan manner, (7) for any Non-Permissible Use of Funds listed within Exhibit A, (8) for any purpose outside of the scope of the project and budget described in Exhibit A. The Recipient shall repay any funds determined by the Attorney General to have been spent in a manner inconsistent with this Agreement.

III. Disbursement of Funds. After this Agreement is fully executed, the Attorney General agrees to disburse a not-to-exceed funding amount of \$89,043.05 to the Recipient. The Recipient agrees to expend the funds disbursed under this Agreement by June 30, 2027. Unexpended funds must be returned to the Attorney General by August 30, 2027.

IV. Reporting Requirements and Reconciliation. The Recipient is required to submit a completed Quarterly Report | Expenses & Team Activity (the “Quarterly Report”) four (4) times. The Quarterly Report must detail the spending of the funds in accordance with generally accepted accounting principles. The Quarterly Report shall document all costs incurred in the previous three (3) months by the Recipient’s Drug Abuse Response Team (“DART”). The Recipient must also report on the DART’s activities and progress during those three (3) months. The Quarterly Report, which will be provided by the Attorney General, and any accompanying information are due on the fifteenth of the month following the end of each quarter within the Award Period. Those deadlines are October 15, 2026; January 15, 2027; April 15, 2027; and July 15, 2027.

The Recipient shall also submit the Annual Reporting Form by July 15, 2027, summarizing the use of the funds during the Award Period and the overall outcomes received from the expenditure of the funds across

the Award Period. The Annual Reporting Form, which will also be provided by the Attorney General, is in addition to the Quarterly Report for the fourth quarter of the Award Period. All reports shall be emailed to the following address: GrantsManagement@OhioAGO.gov. Additionally, pursuant to Section 221.20 of Amended Substitute House Bill No. 96 of the 136th General Assembly, a copy of the completed Annual Reporting Form shall be mailed to the Governor, Ohio House Speaker, Ohio Senate President, Ohio House Minority Leader and Ohio Senate Minority Leader.

The Attorney General reserves the right to request supplemental information, conduct in-person site visits, and/or request virtual or in-person meetings to adequately confirm grant and reporting compliance. After review and determination of the reports by the Attorney General, if required by the Attorney General, the Recipient shall repay any funds spent in a manner inconsistent with this Agreement or the stated purpose as determined by the Attorney General.

V. Ethics/Conflict of Interest. The Recipient, by signature on this document, certifies that it has reviewed and understands the Ohio ethics and conflict-of-interest laws, and shall take no action inconsistent with those laws.

VI. Non-Discrimination. Pursuant to the Attorney General's policy, the Recipient agrees that the Recipient and any person acting on behalf of the Recipient shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the work under this Agreement. The Recipient further agrees that the Recipient and any person acting on behalf of the Recipient shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.

VII. Compliance with Law. The Recipient, in expending the funds pursuant to the terms and conditions of this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including Ohio Ethics Laws, Campaign Contribution limitations, and Non-Discrimination regulations.

VIII. Liability. Each party remains responsible for its own negligent acts and omissions and for defense and judgments against any claims arising from this Agreement, and nothing in this Agreement is intended to impute or transfer liability from one party to the other. In no event shall either party be liable to the other party for indirect, consequential, incidental, special, or punitive damages, or lost profits.

IX. Authority to Bind Parties. The person signing this document on behalf of the Recipient is legally authorized to contractually obligate the Recipient.

X. Certification of Funds. It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that the Attorney General gives the Recipient written notice that such funds have been made available to the Attorney General by the Attorney General's funding source.

XI. Relationship of Parties. It is fully understood and agreed that the Recipient is an independent contractor and neither the Recipient nor its personnel shall, at any time or for any purpose, be considered agents, servants, or employees of the Attorney General or the State of Ohio or public employees for the purpose of Ohio Public Employees Retirement Systems benefits for this Agreement.

XII. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. The Recipient consents to the jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.

XIII. Time of Performance. Notwithstanding the foregoing, as the current General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire no later than June 30, 2027.

XIV. Suspension or Early Termination. Should the Recipient breach this Agreement or become unable to perform hereunder, the Attorney General shall have the right to suspend or terminate this Agreement. The Attorney General shall notify the Recipient of its intention to do so, and termination shall become effective sixty (60) days thereafter if the Recipient is unable to cure the breach or rectify the problem. Upon suspension or termination of this Agreement, the Recipient shall repay any unspent funds and/or any funds expended in a manner inconsistent with this Agreement or otherwise determined by the Attorney General to be subject to recapture.

XV. Record-Keeping. During performance of this Agreement and for a period of three (3) years after its completion, the Recipient shall maintain auditable records of all charges pertaining to this Agreement and shall make such records available to the Attorney General as the Attorney General may reasonably require.

XVI. Conflicts. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.

XVII. Entire Agreement and Amendments. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in a written amendment and duly executed by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

XVIII. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

XIX. Facsimile Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or email. Each party hereto shall be entitled to rely upon a facsimile signature of any other party delivered in such a manner as if such signature were an original.

(signatures on next page)

IN WITNESS WHEREOF, the parties hereto have caused this Recipient Organization Agreement to be executed by their duly authorized officers.

STRONGSVILLE POLICE DEPARTMENT

OHIO ATTORNEY GENERAL

By: _____

By: _____

Name: Gordon C. Short

Ben Marrison

Title: President of City Council

Chief of Staff

Date: _____

Date: _____

Approval as to Form

By: Maggie O'Shea

Maggie O'Shea
Assistant Attorney General
Finance Section, Business Counsel Unit

Date: July 23, 2026

EXHIBIT A

LAW ENFORCEMENT DIVERSION PROGRAM GRANT APPLICATION



DAVE YOST
OHIO ATTORNEY GENERAL

OHIO ATTORNEY GENERAL

LAW ENFORCEMENT DIVERSION PROGRAM GRANT APPLICATION

This grant supports collaborative partnerships between local law enforcement and behavioral health treatment providers to assist in the replication or expansion of law enforcement diversion programs to address addiction. Programs should be modeled after the Drug Abuse Response Team (DART) and Quick Response Teams (QRT) initially created in Lucas, Hamilton and Summit counties. DART members provide 24-hour assistance to overdose survivors and their families, including treatment options, recovery support and other necessary services. DART members visit the overdose survivor at home within 72 hours of an overdose to offer counseling and referral to physical and mental health treatment services. During the visit, the team provides a resource packet offering phone numbers of treatment facilities and information about addiction.

NON-PERMISSIBLE USE OF FUNDS

- Bonuses, fees, or reimbursable expenses associated with administrators, staff, board members and executive directors
- Capital campaigns
- Cellular service/equipment
- Contracts for audits
- Debt retirement, including mortgages, line-of-credit, etc.
- Entertainment
- Equipment/technology
- Food and beverages
- Fundraising events or donations to other organizations
- Indirect costs
- Legal costs or legal representation
- Political activity or lobbying
- Rent, utilities, insurance and taxes
- Salaries, benefits and overtime for personnel who are not directly responsible for the program
- Travel and related expenses
- Uniforms/clothing
- Vehicles

NOTICE REGARDING APPLICATION REVIEW

1. The Ohio Attorney General may make use of resources beyond the materials submitted in each application and/or request additional documentation from applicants, as necessary. This may include, but is not limited to, documentation available from published and other sources related to the project and which supports or verifies the content of the application.
2. Requests for additional information from applicants will include a due date by which applicants must submit responses.
3. The Ohio Attorney General's Office reserves the right to make exceptions to these requirements and consider modifying program guidelines on a case-by-case basis.

APPLICATION SUBMISSION

Submit the completed application and all attachments via email to **Mary Lynn Plageman** at **GrantsManagement@OhioAGO.gov**. The application deadline is **Friday May 29, 2026**.

CONTACT INFORMATION

Office of Ohio Attorney General Dave Yost
Attn: Mary Lynn Plageman
30 E. Broad St., 17th Floor
Columbus, OH 43215
MaryLynn.Plageman@OhioAGO.gov

ORGANIZATION INFORMATION

Organization name: Strongsville Police Department

Address: 18688 Royalton Rd

City: Strongsville ZIP: 44136 County: Cuyahoga

Phone number: 440-580-3230

Is your organization tax-exempt under Section 501 (c)(3): ☐ Yes ☒ No

HEAD OF THE ORGANIZATION

Name: Thomas O'Deens

Title: Chief of Police

Phone number: 440-580-3232

Email address: Thomas.O'Deens@strongsville.org

CONTACT PERSON INFORMATION

Name: Michael Campbell

Title: Lieutenant

Phone number: 440-580-3224

Email address: Michael.Campbell@Strongsville.org

WORK PLAN ESSAYS

The Work Plan Essays explain the connections between the different components of the program or project. It is a useful tool for planning, implementation, and evaluation and for quickly explaining to others what your program is about.

1. What would the grant funds be used for?

The grant funds will be used to pay for the wages and fringe benefits of police and fire department personnel and to cover the cost of a drug counselor. This team will visit the survivors of an overdose who reside in the City of Strongsville. If the survivor lives outside of the Strongsville City limits, at minimum, a phone call will be placed to the survivor or their family. Treatment options and resources will be provided to the survivors and their families. The ultimate goal is to have the survivor receive the appropriate treatment for their addiction. With the consent of the families and/or survivors, the team will maintain contact to offer additional resources and to monitor their progress. The team will also assist those who are suffering from addiction and/or mental illness who are referred to our program. Additionally, funding will be used for personnel to participate in public relations activities to increase awareness and educate the public about addiction, mental illness, and treatment options.

2. The primary purpose of the grant is support of law enforcement programs that address the opioid epidemic. Please explain any desired expansion of the program considered necessary to meet the current needs of your community.

Our department has been running this program since 2017. We have continued to communicate with individuals suffering from addiction and their families to offer them support and resources. Due to the amount of people we strive to remain in contact with, more time and money is needed for this purpose. It is also well documented that those who suffer from addiction, are more likely to be suffering from some form of diagnosable mental illness. Due to this correlation, team members will commit to assisting those who are suffering from symptoms of mental illness in our city to seek treatment for both any addictions as well as mental illness. We will also promote this program at community events including our Citizens Police Academy and health fairs to increase awareness about addiction and decrease the stigma associated with addiction. In doing so, we will strive to reach out to families to offer them resources.

3. Outline objectives that will result from the proposed project. Objectives are specific, observable, time-framed and measurable.

The first objective of this grant is to make contact with 50% of the survivors of an overdose within 72 hours of their overdose. The second objective of this grant is to assist 30% of overdose survivors to engage in treatment services for their addiction during this grant cycle. The third objective of this grant is to make contact with at least 15 individuals each month who are either overdose survivors or have been referred to our program.

Our department will also aim to participate in at least 2 community events to educate the community about addiction and to decrease the stigma associated with addiction. These objectives will be measured on a monthly, annual, and length of the project basis.

4. Describe the steps necessary to accomplish your objectives, including an operational schedule for the project.

To accomplish the objectives of this project, members of the response team will convene at least twice a week to contact individuals who have overdosed, family members, or those who have been referred to our program. Members will also follow up with those we have previously contacted to monitor their status. The officers who initially respond call involving involving an overdose, drug addiction, or mental illness are crucial to the success of this program. These officers will convey information about our program to involved individuals and report their findings to members of the response team. Our department has created cards that are given to overdose survivors at their overdose that describes the program and provides a phone number that the survivor can contact to make an appointment for the response team to visit or answer any questions they may have. If the individual does not wish to go to treatment upon the first visit by the response team, the team will continue to follow-up and if applicable, contact family members.

5. Who will be responsible for completing the work necessary to achieve the objectives? Please list all agency community partners. Treatment providers must be certified by the Ohio Department of Mental Health and Addiction Services.

The responsible parties to complete the necessary work and achieve objectives are Ohio Guidestone and all the police officers and fire medics who work on this project. The Support Services Lieutenant with the police department will be responsible for the oversight and reporting for this grant. Ohio Guidestone is certified by the Ohio Department of Mental Health and Addiction Services.

6. Specify the indicators and measures to be used to determine whether your objectives have been met. The methodology, type of measurement utilized, and individuals responsible for collecting this data should be specified.

The ultimate goal of this program is to reduce drug overdoses in the City of Strongsville. The objectives outlined in section (3) will be measured using a combination of a spreadsheet, word processing document, and an application developed by our IT department. The Support Services Lieutenant with the police department will be responsible for collecting the necessary data. After the data is compiled for the previous month and finalized, a monthly report summary will be generated. The monthly report will contain the number of overdoses, the number of survivors contacted within 72 hours, the number of survivors referred to treatment, and the number of contacts with overdose survivors and additional individuals referred to our program. Also documented will be any public relations activities conducted by team members. These statistics will be used to demonstrate progress toward meeting stated objectives and dictate any changes needed to improve the program.

1. The amount of grant funding your organization was awarded in the previous grant cycle: \$61,100.00
2. Using the table below, please provide an itemized budget for how the funds will be used from July 1, 2026, to June 30, 2027. This budget should be specific, providing a detailed breakdown of exactly how the funds will be used. *(If necessary, a separate budget sheet may be added.)*

Item Description/Unit	# of Items	X	Unit Cost	=	Total
Police Department Wages	312	x	\$84.25	=	\$26,286.00
Police Department Fringe Benefits	22.68%	x	\$26,286.00	=	\$5,961.66
Fire Department Wages	312	x	\$80.23	=	\$25,031.76
Fire Department Fringe Benefits	27.18%	x	\$25,031.76	=	\$6,803.63
Ohio Guidestone Services	312	x	\$80.00	=	\$24,960.00
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
		x		=	
			TOTAL		\$89,043.05

3. Please provide a detailed description of the items included in the Project Budget table.

A police officer, drug counselor, and fire medic, all plan on devoting an average of 6 hours per week, for a total of 312 hours for the fiscal year, (52 weeks, multiplied by 2 (times per week), multiplied by 3 (hours meeting each time according to labor agreements)) to this program. The police and fire employees participating in the project are paid according to a contract agreed upon by collective bargaining. The cost of services provided by Ohio Guidestone is \$80 per hour.

4. Please provide a time frame during which the funds will be used, including milestones and project completion.

The funds will be used over the upcoming grant cycle (2027 fiscal year) to pay for wages and fringe benefits for personnel involved with this project. Drug overdoses have decreased dramatically since the inception of this program in 2017. Much of this reduction is due to a combination of the increased availability of resources (such as this program), harm reduction strategies (such as Naloxone), and shifts in drug trends. Although overdoses have decreased, the drug and mental illness crisis persists. The first milestone to achieve in this program will be to go an entire calendar year without a reported drug overdose. The next milestone to achieve will be to sustain 3 consecutive years without a reported drug overdose. The project will be considered complete when both of these milestones are achieved.

5. Should you be using an amount of the funds, within the allowable range, for salary, what is your plan for funding the position(s) once the grant funds are exhausted?

This program is planned to continue after the grant funds have been exhausted. We intend to keep this program for as long as it is shown to be effective and the drug problem combined with mental illness persists in the City of Strongsville. The successes and failures associated with this grant project will dictate any changes to the program and how it is administered.

ORGANIZATION AUTHORIZATION AND CERTIFICATION

I understand that by signing this application, I grant the Ohio Attorney General's Office or its authorized agents access to any records for verification and evaluation of the information provided in this application. I understand that completion of the application does not guarantee that I will receive the requested grant.

I certify that the information I have provided in this application is, to the best of my knowledge, a true and accurate and complete disclosure of the requested information. I understand that I may be held civilly and criminally liable under federal and state law for knowingly making false or fraudulent statements.

Organization: Strongsville Police Department

Name: Michael Campbell

Title: Lieutenant

Signature: Michael Campbell

Digitally signed by Michael Campbell
Date: 2026.05.25 10:50:41 -04'00'

Date: 05/25/2026

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 085

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING CHANGE ORDER NO. 2 WITH RFC CONTRACTING, LLC FOR THE CONSTRUCTION OF THE NEW FIRE STATION NUMBER 5 ON ROYALTON ROAD IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the City entered into a contract with RFC Contracting, LLC as its Construction Manager-at-risk, along with a First Guaranteed Maximum Price Amendment to that contract in connection with the construction of a new Fire Station Number 5, on the south side of Royalton Road, between Pearl Road and Prospect Road; and

WHEREAS, by and through Ordinance No. 2026-065, the Council approved Change Order No. 1 with RFC Contracting, LLC for the construction of the new Fire Station Number 5, in the amount of \$202,874.00; and

WHEREAS, the City intends to further amend the scope of the work for the project in accordance with the Change Order No. 2 attached hereto as Exhibit "A."

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 is hereby authorized to sign, acknowledge and deliver, in the name of and on behalf of the City, Change Order No. 2 with RFC Contracting, LLC in the form attached hereto as Exhibit "A" and incorporated herein, in an amount not to exceed \$107,941.00 for the new Fire Station Number 5, on the south side of Royalton Road, between Pearl Road and Prospect Road. The execution of the Change Order is approved with such terms and conditions that are not materially inconsistent with this Ordinance, not substantially adverse to the City, and that are permitted by law. The approval of such terms and conditions, and that such terms and conditions are not materially inconsistent with this Ordinance and not substantially adverse to the City, shall be conclusively evidenced by the signing of the Change Order by the Mayor.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize Change Order No. 2 in order to properly and timely continue work on the new Fire Station Number 5, to facilitate payment to the contractor for changes to the scope of work, to avoid potential legal problems, and conserve public funds. Therefore, provided, this Ordinance receives the affirmative vote of

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2026 – 085
Page 2

two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2026-085 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

AIA® Document G701® – 2017

Change Order

PROJECT: (Name and address) Strongsville Fire Station #5 19191 Royalton Road Strongsville, OH 44149	CONTRACT INFORMATION: Contract For: Strongsville Fire Station #5 Date: 08-20-2026	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: 08-20-2026
OWNER: (Name and address) City of Strongsville 16099 Foltz Parkway Strongsville, OH 44149	ARCHITECT: (Name and address) DS Architecture, LLC 1020 Huron Road E., Suite 101 Cleveland, OH 44115	CONTRACTOR: (Name and address) RFC Contracting, LLC 13370 Prospect Road, Suite 100 Strongsville, OH 44149

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

COR 21R1, curb removal and replacement, and COR 028, LSM at building footings, both in full.

The original Guaranteed Maximum Price was	\$ 9,580,160.75
The net change by previously authorized Change Orders	\$ 202,874.00
The Guaranteed Maximum Price prior to this Change Order was	\$ 9,783,034.75
The Guaranteed Maximum Price will be increased by this Change Order in the amount of	\$ ~107,941.00
The new Guaranteed Maximum Price including this Change Order will be	\$ ~9,890,975.75

The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

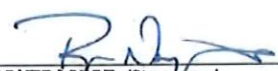
NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.


ARCHITECT (Signature)

BY: Christopher Forchione, Project Architect, 2017950

(Printed name, title, and license number if required)

AUG. 20/2026
 Date


CONTRACTOR (Signature)

BY: Ryan Naymik, Project Manager
(Printed name and title)

08.25.2026
 Date

OWNER (Signature)

BY: Thomas P. Perciak, Mayor
(Printed name and title)

Date



July 24, 2026

Mr. Chris Forchione
DS Architecture
1020 Huron Road E, Suite 101
Cleveland, Ohio 44115

RE: Strongsville Fire Station No. 05
COR 022R1 – Curb removal and replacement

Mr. Forchione:

Pursuant to previous discussions and correspondence regarding RFI 62 SR82 existing curbs, Option 2 – removal and replacement of all curbs, including switch to #8 epoxy coated dowels. Following is the cost summary of the additional work:

Option 2 – all curbs at sidewalk locations		
Forest City Erectors W 4" dowels	\$	48,947.00
Add #8 Epoxy Coated Dowels	\$	2,168.00
CMR Bond / Insurance	\$	1,534.00
CMR Fee	\$	1,022.00
TOTAL	\$	53,671.00

In accordance with the contract, RFC cannot proceed with the work as detailed in this proposal request until we have a signed, executed change order. In the event have not fully captured the entire scope of work; please notify our office immediately so we can provide you with any adjustments.

Should you have any questions or comments, please feel free to contact me at your convenience.

Sincerely,

Ryan Naymik

Ryan Naymik
VP Operations

Cc: File



CONTRACTING

August 13, 2026

Mr. Chris Forchione
DS Architecture
1020 Huron Road E, Suite 101
Cleveland, Ohio 44115

RE: Strongsville Fire Station No. 05
COR 028 – LSM at building foundations

Mr. Forchione:

Pursuant to previous discussions and correspondence lean concrete required under the building foundations per the 3rd party recommendation, following is the cost summary of the additional work:

Lean Concrete - 275.5 CY @ \$370.00 / CY	\$	101,935.00
Concrete Unit Price Allowance	(\$	50,250.00)
Change Order Subtotal	\$	51,685.00
CMR Bond / Insurance	\$	1,551.00
CMR Fee	\$	1,034.00
TOTAL CHANGE ORDER	\$	54,270.00

***The unit price for Lean Concrete in the GMP was \$450.00/cy, however given the total quantity required for the project, RFC reworked the unit price to \$370.00/cy. This resulted in a savings of \$22,040.00 for the city.*

In accordance with the contract, RFC cannot proceed with the work as detailed in this proposal request until we have a signed, executed change order. In the event have not fully captured the entire scope of work; please notify our office immediately so we can provide you with any adjustments.

Should you have any questions or comments, please feel free to contact me at your convenience.

Sincerely,

Ryan Naymik

Ryan Naymik
VP Operations

Cc: File

SFD5 - Lean Concrete Summary

Date	CY
6/3/2026	10
5/29/2026	20
5/27/2026	10
5/22/2026	10
5/18/2026	20
5/13/2026	15
5/12/2026	10
5/11/2026	10
5/8/2026	20
5/5/2026	17.5
5/4/2026	20
4/30/2026	6
4/28/2026	20
4/27/2026	27
4/24/2026	30
4/23/2026	30
	275.5

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 086

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE EMERGENCY PURCHASE OF REPLACEMENT COMPONENTS AND APPURTENANCES FOR THE SETTLING TANKS AT THE CITY'S WASTEWATER TREATMENT PLANT FACILITIES ON MILL HOLLOW LANE AND SPRAGUE ROAD, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Public Service, together with Veolia North America, the City's operator of its Wastewater Treatment Plants, has determined that it is immediately necessary in order to protect the health, safety, welfare and property of the City of Strongsville, to contract for the emergency purchase of replacement components and appurtenances for the settling tanks at the wastewater facilities on Mill Hollow Lane and Sprague Road; and

WHEREAS, it is immediately necessary to purchase such components and appurtenances from a reliable and readily available contractor who is able to provide the unique and proprietary components required on an expedited basis, and at the most advantageous prices in order to repair the settling tanks at the Wastewater Treatment facilities on Mill Hollow Lane and Sprague Road.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Public Service of the City of Strongsville, in that it is immediately necessary to enter into a contract, without public bidding, with **EVOQUA WATER TECHNOLOGIES** for the emergency purchase of replacement components and appurtenances for the settling tanks at the City's Wastewater Treatment Plants on Mill Hollow Lane and Sprague Road, in order to properly and efficiently continue to operate such Wastewater facilities for the benefit of the public's health, safety and welfare.

Section 2. That, for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into a contract with **EVOQUA WATER TECHNOLOGIES**, without public bidding, in a total amount not to exceed \$155,421.54 for the unique and proprietary components and appurtenances for the settling tanks at the Wastewater Treatment Plants on Mill Hollow Lane and Sprague Road, as more fully set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 3. That the funds for the purpose of the aforesaid expenditures have been appropriated and shall be paid from the Sanitary Sewer 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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2026 – 086
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, and for the further reason that it is immediately necessary to enter into said contract in order to provide continuity and efficient operation of the City's Wastewater facilities, to repair and protect City-owned utilities and property, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2026-086 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



Evoqua Products and Services Proposal

Prepared For:

CITY OF STRONGSVILLE

14600 Mill Hollow Lane
Strongsville, OH 44136-5430

Quote #: 03970945

Transforming Water. Enriching Life.®



Proposal For: CITY OF STRONGSVILLE
14600 Mill Hollow Lane
Strongsville, OH 44136-5430

Kayla Szalewski
Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
+12625218225
kayla.szalewski@xylem.com

Item Pricing Summary

Items

Item	Part No Description	Qty	Net Price	Ext Price
1	W3T422188 CHAIN,NCS720S-NX POLY 6"P 120" F28 ATT(1	100 EA	\$316.00	\$31,600.00
2	W3T422189 CHAIN,NCS720S-NX POLY 6"P 120" F28 ATT(2	30 EA	\$367.00	\$11,010.00
3	W2T330031 FLIGHT-CHANNEL, 3 X 8 X 164.00"LG, FRP	12 EA	\$365.00	\$4,380.00
4	W3T23777 FLIGHT-CHANNEL, 3 X 8 X 164.00"LG, FRP	12 EA	\$365.00	\$4,380.00
5	W2T118570 SHOE-WEAR,CARRY,3X3X 0.5 X 5.5",BLK,UHMW	160 EA	\$8.25	\$1,320.00
6	W2T120477 SHOE-WEAR,RETURN,L 3 X 3 X .5 X 4",UHMW	50 EA	\$7.00	\$350.00
7	W2T119965 SHOE-WEAR,RTRN,W/LUG 3X3X4.5"WIDE,UHMW	50 EA	\$12.00	\$600.00
8	W2T119925 CHAIN-DRIVE,NH78,2.609"P, POLY,304SS PIN	120 FT	\$56.25	\$6,750.00
9	W3T307679 SPROCKET,NCS720S 23T KEYED 2.44"B BLK	8 EA	\$921.35	\$7,370.80
10	W2T313232 SPROCKET,720/730 17T STATIC 3.94"B BLK	32 EA	\$1,262.62	\$40,403.84
11	W2T319461 BEARING-SLV, 2.44"ID 3.83"OD 7"LTB UHMW;	8 EA	\$296.00	\$2,368.00
12	W3T306833 SPROCKET,NCS720S 23T KEYED 1.94"B BLK	4 EA	\$921.35	\$3,685.40
13	W3T307739 SPROCKET,BLK, NH78-40T,KEYED,2.44"B	2 EA	\$4,078.50	\$8,157.00
14	W3T307737	5 EA	\$4,078.50	\$20,392.50



Item	Part No Description	Qty	Net Price	Ext Price
	SPROCKET,BLK NH78-40T,KEYED,1.94"B			
15	W2T319472 BEARING-SLV, 1.94"ID 3.83"OD 7"LTB UHMW;	24 EA	\$296.00	\$7,104.00

Currency: USD

Quote Totals

Item(s) Subtotal:	\$ 149,871.54
Freight:	\$ 5,550.00
Total Net Price:	\$ 155,421.54

Proposal Notes

Lead Time: 3-5 Weeks ARO

Payment Terms and Delivery

PO Terms

Purchaser acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the goods and/or services provided under the Contract, including any export license requirements. Purchaser agrees that such goods and/or services shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. PURCHASER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

Shipping Information

- Prepaid and Add: Shipping and Handling Charge

Terms

- This quote is valid until 08/19/26
- Payment terms are N30 - Net 30 days with proper credit, and are subject to the attached Evoqua Water Technologies Terms and Conditions

Taxes, Tariffs and Duties

- The pricing provided in this proposal does not include applicable Sales Tax or GST.
- If your company is exempt from Sales Tax or GST, or eligible for a reduced rate of tax, a tax exemption certificate must be provided no later than with your purchase order.
- If a timely, valid exemption certificate or other documentation is not provided, any applicable Sales Tax or GST will be invoiced and payable.
- New customers may be required to supply a signed credit application to be approved for credit terms.
- **NOTE:** You may be assessed a 3% fee if paying via Credit Card. Find more info on our website here > <https://www.evoqua.com/en/about-us/terms-conditions-sale-products-services/credit-card-fee-faqs/>. Ask us how to avoid paying fees by migrating to ACH CTX payment type.
- Unless Seller's Documentation specifically provides otherwise, all taxes, levies, duties, tariffs and other governmental charges, and any incremental increases thereto, shall be paid by the Buyer. Seller reserves the right to adjust pricing and schedule of the affected goods to reflect any impact resulting from tariffs. Seller is not obligated to deliver the goods and/or services until an agreement on the new price and/or schedule has been reached.

Purchase Order

- Customer must provide a VALID hard copy Purchase Order reflecting N30 - Net 30 days terms for all services/equipment. If a VALID hard copy Purchase Order cannot be provided, a credit card payment must be received in advance of the order.
- VALID hard copy Purchase Order should be sent to kayla.szalewski@xylem.com
- If paying by credit card in lieu of Purchase Order, contact your Sales Representative.
You may also mail to:
Evoqua Water Technologies
N19W23993 Ridgeview Pkwy, Suite 200
Waukesha, WI 53188
Payment SHOULD NOT be sent to this above address.

Evoqua Water Technologies Banking Details

ACH - CTX

Evoqua's preferred payment method is via ACH - CTX:

JP Morgan Chase Bank
Attn: Evoqua Water Technologies, LLC
Account #: 603148011
Swift Code: CHASUS33
ACH Routing / ABA: 044000037
Wire Routing / ABA: 021000021
Remittance details should go to: electronicfunds@xylem.com

PAPER CHECKS VIA POSTAL SERVICE

Paper checks via Postal Service:

Send to our Lockbox, address is:
Evoqua Water Technologies LLC
28563 Network Place
Chicago, IL 60673-1285

PAPER CHECKS VIA OVERNIGHT / COURIER

Paper checks via Overnight / Courier:

JP Morgan Chase Bank
Attn: Evoqua Water Technologies Lockbox 28563
131 S Dearborn, 6th Floor
Chicago, IL 60603
Remittance details should go to: electronicfunds@xylem.com

**** If ever instructed to change banking information, contact us immediately at 1-800-466-7873 ****

1. Agreement, Integration and Conflict of Terms.

"**Proposal**" means the Seller's quotation, proposal and/or sales form, including any special conditions expressly incorporated by reference, and these terms and conditions. "**Seller**" means the applicable affiliate of Xylem Inc. that is party to the Agreement. "**Buyer**" means the entity that is party to the Agreement with Seller. "**Agreement**" means the definitive agreement, comprised of the Proposal and any other documents expressly included or incorporated by reference will govern the Buyer and Seller relationship. Seller's Proposal is expressly conditioned on Buyer's acceptance of these terms and conditions. Any additional or different terms and conditions contained in Buyer's purchase order or other communication will have no effect on the Agreement unless specifically agreed to in writing by the parties; and Seller hereby objects, and any such proposed modifications will not constitute Seller's acceptance of any such modifications. Seller's commencement of performance or delivery will not be deemed or construed as acceptance of Buyer's additional or different terms and conditions. In the case of any conflict among the foregoing documents, these terms will take precedence with the exception of (i) price and delivery, which will be governed by the order acknowledgment (if any) and invoice; and (ii) the Warranty, which will be governed by Seller's product documentation. This Agreement supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties and, further, can only be altered, modified or amended with the express written consent of Seller.

2. Proposal, Withdrawal, Expiration.

Unless otherwise stated in writing, Proposals are valid for thirty (30) calendar days from the date of issuance, unless otherwise provided therein. Seller reserves the right to cancel or withdraw the Proposal at any time with or without notice or cause prior to acceptance by Buyer to the Proposal terms, or after Buyer's acceptance if Buyer fails to complete any actions required by the Proposal for Seller to proceed. Seller nevertheless reserves its right to accept any contractual documents received from Buyer after this 30-day period.

3. Prices. Prices apply to the specific quantities stated in the Proposal. Prices include handling fees and standard packing according to Seller's specifications for delivery. Buyer will, as an additional charge, pay all costs and taxes for special packing requested by Buyer, including packing for exports. To the extent allowed under law, prices are subject to change without notice. The price for the goods does not include any applicable sales, use, excise, Goods and Services Tax, Value Added Tax, or similar tax, duties, tariffs, or other governmental charges. Buyer will have the responsibility for the payment of all such applicable levies.

4. Payment Terms. Seller reserves the right to require payment in advance or C.O.D. and otherwise modify credit terms should Buyer's credit standing not meet Seller's acceptance. Unless different payment terms are expressly set forth in the applicable Proposal or order acknowledgment or Sales Policy Manual, goods will be invoiced upon shipment. Buyer's payment must be in Seller's local currency, as determined by Seller's office location to which the order has been submitted. Any payment amount made by Buyer via credit card will be subject to a 3.0% charge. Payment in full is due within thirty (30) days from the invoice date ("**Payment Due Date**"), unless otherwise stated in Seller's documentation. Any Buyer-requested delivery delay solely affects delivery date and will not in any way alter the original Payment Due Date. If Buyer fails to make payment when due, Buyer agrees that Seller may apply a service or finance charge of the lesser of (i) one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or (ii) the highest rate permitted by applicable law, on the unpaid balance of the invoice from and after the invoice due date. Buyer is responsible for all costs and expenses associated with any checks returned due to insufficient funds. All credit sales are subject to prior approval of Seller's credit department. Export shipments will require payment prior to shipment or an appropriate Letter of Credit. If, during the performance of the Agreement, the financial responsibility or condition of Buyer is such that Seller in good faith deems Buyer insecure, Seller may: (a) request financial assurances; (b) suspend performance and

will not be obligated to continue performance under the Agreement; (c) stop goods in transit and defer or decline to make delivery of goods, except upon receipt of satisfactory security or cash payments in advance; and/or (d) terminate the order per Article 11. Seller also retains any/all rights to enforce payment defaults to the full price of the work completed and in process. Upon default by Buyer in payment when due, if Buyer fails to immediately and without demand pay to Seller the entire amount in default for any and all shipments made to Buyer, irrespective of the applicable terms and/or contract under which those shipments were as a debt due to Seller, Seller may withhold all subsequent shipments until the full amount in default is settled. Acceptance by Seller of less than full payment will not be a waiver of any of its rights hereunder. Buyer may not assign or transfer this Agreement or any interest in it, or monies payable under it, without the prior written consent of Seller and any assignment made without this consent will be null and void.

5. Title, Delivery, Risk of Loss, Delay.

Delivery dates are estimates, and time is not of the essence. Unless otherwise specified by Seller, delivery and transfer of risk of loss for shipments to Buyers that are not Related Party Buyers will be made Ex Works (Incoterms 2020), Seller's plant or Distribution Center. Title will pass when risk of loss transfers. If Seller is required to warehouse or store goods on behalf of Buyer, due to a Buyer delay or request (see Article 23), warehouse and storage fees will be applied and payable upon invoice, as will any required maintenance throughout the delay. Risk of loss for all stored goods will be borne by Buyer from the start of this period. Seller has no obligation to the Buyer to arrange insurance while Buyer's goods are in storage at named place, with all such responsibility and insurance to be borne by Buyer accordingly. Seller will not be responsible to Buyer for any loss, whether direct, indirect, incidental or consequential in nature, or for any loss of profits or revenue, or liquidated damages, arising out of or relating to any failure of the goods to be delivered by the specified delivery date. In the absence of specific instructions, Seller will select the carrier. Buyer will reimburse

Seller for the additional cost of its performance resulting from inaccurate or lack of delivery instructions, or by any act or omission on Buyer's part. Any such additional cost may include storage, insurance, protection, re-inspection and delivery expenses. Buyer further agrees that any payment due on delivery will be made on delivery into storage as though goods had been delivered in accordance with the order.

"Related Party Buyers" means Buyers, directly or indirectly, owned more than fifty percent (50%) by Xylem Inc. or under significant or joint control by Xylem Inc. For export shipments from the U.S.A. to Related Party Buyers, delivery and transfer of risk of loss for the goods will be DAP (Incoterms 2020), port of destination unless otherwise specified. Related Party Buyer will be importer of record for any customs clearance. For shipments to Related Party Buyers that are not export shipments from the U.S.A., delivery and transfer of risk of loss will be FCA (Incoterms 2020), Seller's plant or Distribution Center unless otherwise specified. For all Related Party Buyer transactions, title will pass to Buyer when risk of loss passes to Buyer.

Buyer grants to Seller a continuing security interest in and a lien upon the goods supplied by Seller under this Agreement and the proceeds thereof (including insurance proceeds), as security for the payment of all such amounts and the performance by Buyer of all of its obligations to Seller under the Agreement and all such other sales, and Buyer will have no right to sell, encumber or dispose of the goods. Buyer's respective insurance policy for any such Seller claim will include a waiver of subrogation in favor of Seller. Buyer will execute any and all financing statements and other documents and instruments and do and perform any and all other acts and things which Seller may consider necessary, desirable, or appropriate to establish, perfect or protect Seller's title, security interest and lien. In addition, Buyer authorizes Seller and its agents and employees to execute any and all such documents and instruments and do and perform any and all such acts and things, at Buyer's expense, in Buyer's name and on its behalf. Such documents and

instruments may also be filed without the signature of Buyer to the extent permitted by law.

6. Warranty. Except as provided above, for goods sold by Seller to Buyer(s) that are used by Buyer for personal, family or household purposes, Seller warrants the goods to Buyer on the terms of Seller's limited warranty available on Seller's website. For any other purpose, Seller warrants that the goods sold to Buyer under the Agreement (with the exception of software, membranes, seals, gaskets, elastomer materials, coatings and other "wear parts" or consumables all of which are not warranted except as otherwise provided in the Proposal) will be (i) built in accordance with the specifications referred to in the Proposal, if such specifications are expressly made a part of the Agreement, and (ii) free from defects in material and workmanship for a period of one (1) year from the date of installation or eighteen (18) months from the date of shipment (which date of shipment will not be greater than thirty (30) days after receipt of notice that the goods are ready to ship), whichever occurs first, unless a longer or shorter period is specified in the product documentation (the **"Warranty"**). For services, the warranty period will be three (3) months from the date the services are performed unless otherwise expressly set forth in the Proposal or sales form or order acknowledgment.

Seller will, at its option, either repair or replace any goods which fails to conform with the Warranty; provided, however, that under either option, Seller will not be obligated to remove the defective goods or install the replaced or repaired goods and Buyer will be responsible for all other costs, including service costs, shipping fees and expenses.

Buyer's failure to comply with Seller's repair or replacement advice will constitute a waiver of Buyer's rights and render all warranties void. Any parts repaired or replaced by Seller under the Warranty are warranted only for the remaining balance of the warranty period. The Warranty is conditioned on Buyer giving written notice to Seller of any defects in material or

workmanship of warranted goods within ten (10) days, or shorter period as dictated by the issue, of the date when any defects are first manifest. Seller will have no warranty obligations to Buyer with respect to any goods or parts of the goods that: (a) have been repaired by third parties other than Seller or without Seller's written approval; (b) have been subject to misuse, misapplication, neglect, alteration, accident, or physical damage; (c) have been used in a manner contrary to Seller's instructions for installation, operation and maintenance; (d) have been damaged from ordinary wear and tear, corrosion, or chemical attack; (e) have been damaged due to abnormal conditions, vibration, failure to properly prime, or operation without flow; (f) have been damaged due to a defective power supply or improper electrical protection; (g) have been damaged resulting from the use of accessory equipment not sold by Seller or not approved by Seller in connection with goods supplied by Seller hereunder; or (h) not sold by Seller or its authorized supplier. In any case of goods not manufactured by Seller, there is no warranty from Seller; however, Seller will extend to Buyer any warranty received from Seller's supplier of such goods.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, GUARANTEES, CONDITIONS OR TERMS OF WHATEVER NATURE RELATING TO THE GOODS PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY EXPRESSLY DISCLAIMED AND EXCLUDED. BUYER'S EXCLUSIVE REMEDY AND SELLER'S AGGREGATE LIABILITY FOR BREACH OF ANY OF THE FOREGOING WARRANTIES ARE LIMITED TO REPAIRING OR REPLACING THE GOODS AND WILL IN ALL CASES BE LIMITED TO THE AMOUNT PAID BY THE BUYER HEREUNDER.

7. Inspection. Buyer will have the right to inspect the goods upon their receipt. When delivery is to Buyer's site or to a project site, Buyer will notify Seller in writing of any

apparent shipment shortages, damages, or nonconformity of the goods within three (3) days from receipt by Buyer, unless a shorter period is required in Seller's Proposal. For all other deliveries, Buyer will notify Seller in writing of any nonconformity with this Agreement within fourteen (14) days from receipt by Buyer. Failure to give such applicable notice will constitute a waiver of Buyer's right to inspect and/or reject the goods for nonconformity and will be equivalent to an irrevocable acceptance of the goods by Buyer. Claims for loss of or damage to goods in transit must be made to the carrier, and not to Seller unless different terms are expressly set forth in Seller's Proposal

8. SELLER'S LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT WILL SELLER'S LIABILITY EXCEED THE AMOUNT PAID BY BUYER UNDER THIS AGREEMENT. SELLER WILL HAVE NO LIABILITY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS OR REVENUE, LOSS OF INCOME, LOSS OF BUSINESS, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, LOSS OF REPUTATION, LIQUIDATED, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, TREBLE, OR EXEMPLARY DAMAGES. THE FOREGOING LIMITATIONS OF LIABILITY WILL BE EFFECTIVE WITHOUT REGARD TO SELLER'S ACTS OR OMISSIONS OR NEGLIGENCE OR STRICT LIABILITY IN PERFORMANCE OR NON-PERFORMANCE HEREUNDER.

To the extent the Agreement provides a specified remedy for a default or breach, the given remedy will be Seller's sole liability and Buyer's sole and exclusive remedy for the default or breach to the exclusion of any and all other remedies that may be available at law, in equity, or otherwise. The terms of this Article 8 survive expiry or termination of the Agreement and prevail over all other provisions contained in the Agreement.

9. USED GOODS. USED GOODS ARE SOLD IN AN AS IS, WHERE IS CONDITION. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE NATURE, QUALITY OR CONDITION OF THE GOODS,

OR ITS SUITABILITY FOR ANY USE, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, UNLESS EXPRESSLY AGREED UPON IN WRITING BETWEEN THE PARTIES. SELLER WILL HAVE NO LIABILITY TO BUYER HEREUNDER OR IN CONNECTION WITH THE GOODS, INCLUDING WITHOUT LIMITATION, FOR LOSS OF PROFIT, LOSS OF INCOME, LOSS OF PRODUCTION, LOSS OF OPPORTUNITY, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES.

10. Force Majeure. Seller may cancel, terminate, or suspend this Agreement and Seller will have no liability for any failure to deliver or perform, or for any delay in delivering or performing any obligations, due to acts or omissions of Buyer and/or its contractors, or due to Force Majeure. "Force Majeure" means any event or circumstance beyond Seller's reasonable control, including but not limited to: (A) acts of God, such as natural disasters, drought, fire, flood, earthquake, tsunami; (B) war (declared or undeclared), riots, insurrection, rebellion, acts of the public enemy, acts of terrorism, sabotage, blockades, governmental authorities acts or inactions, embargoes; (C) disease, pandemics, epidemics; (D) currency restrictions; and (E) labor shortages or disputes, unavailability of components, materials, or parts, fuel, power, energy or transportation facilities; failures of suppliers or subcontractors to effect deliveries. In all such cases, the time for performance will be extended in an amount equal to the period necessary for Seller to recover from the event, provided that Seller will, as soon as reasonably practicable after it has actual knowledge of the beginning of any excusable delay, notify Buyer of the delay and of the anticipated duration and consequence thereof; and, to the extent the Force Majeure impacts the pricing specified in the Proposal or Agreement, as the case may be, Seller will notify Buyer of the revised pricing and its basis. Should Buyer reject any such Force Majeure-related pricing increase, the parties will resolve in accordance with the Agreement's dispute resolution process. Seller will resume performance of its obligations hereunder with the least

possible delay.

11. Cancellation; Termination. Except as otherwise provided in this Agreement, no order may be cancelled on special or made-to-order goods or unless otherwise requested in writing by either party and accepted in writing by the other. If a cancellation is requested by Buyer, Buyer will, within thirty (30) days of such cancellation, pay Seller a cancellation fee, which will include all costs and expenses incurred by Seller prior to the receipt of the request for cancellation including, but not limited to, all commitments to its suppliers, subcontractors and others, all fully burdened labor and overhead expended by Seller, plus a reasonable profit charge. Return of goods will be in accordance with Seller's most current Return Materials Authorization and subject to a minimum fifteen percent (15%) restocking fee, unless otherwise specified.

Notwithstanding anything to the contrary in the Agreement, if the commencement by or against Buyer of any voluntary or involuntary proceedings in bankruptcy or insolvency, or if Buyer will be adjudged bankrupt, make a general assignment for the benefit of its creditors, or if a receiver will be appointed on account of Buyer's insolvency, Seller may, upon providing Buyer notice that has immediate effect upon issuance, terminate the Agreement. If Buyer fails to make any payment when due under this Agreement, or if Buyer does not correct or, if immediate correction is not possible, commence and diligently continue action to correct any default of Buyer to comply with any of the provisions or requirements of this Agreement within ten (10) calendar days after being notified in writing of such default by Seller, Seller may, by written notice to Buyer, without prejudice to any other rights or remedies which Seller may have, terminate its further performance of this Agreement. If any termination under this Article 11, Seller will be entitled to receive payment as if Buyer has cancelled the Agreement as per the preceding paragraph immediately and without notice as a debt due. Seller may nevertheless elect to complete its performance of this Agreement by any means it chooses. Buyer agrees to be responsible for any additional

costs incurred by Seller in so doing. Upon termination of this Agreement, the rights, obligations and liabilities of the parties which will have arisen or been incurred under this Agreement prior to its termination will survive such termination.

12. Drawings. All drawings are the property of Seller. Seller does not supply detailed or shop working drawings of the goods; however, Seller will supply necessary installation drawings. The drawings and bulletin illustrations submitted with Seller's Proposal show general type, arrangement and approximate dimensions of the goods to be furnished for Buyer's information only and Seller makes no representation or warranty regarding their accuracy. Unless expressly stated to the contrary within the Proposal, all drawings, illustrations, specifications or diagrams form no part of this Agreement. Seller reserves the right to alter such details in design or arrangement of its goods which, in its judgment, constitute an improvement in construction, application or operation. After Buyer's acceptance of this Agreement, any changes in the type of goods, the arrangement of the goods, or application of the goods requested by Buyer will be made at Buyer's expense.

13. Confidential Information. Seller's designs, illustrations, drawings, specifications, technical data, catalogues, "know-how", economic or other business or manufacturing information (collectively, "**Confidential Information**") disclosed to Buyer will be deemed proprietary and confidential to Seller. Buyer agrees not to disclose, use, or reproduce any Confidential Information without first having obtained Seller's written consent. Buyer's agreement to refrain from disclosing, using or reproducing Confidential Information will survive completion of the work under this Agreement. Buyer acknowledges that its improper disclosure of Confidential Information to any third party will result in Seller's suffering irreparable harm. Seller may also seek injunctive or equitable relief to prevent Buyer's unauthorized disclosure.

14. Installation and Start-up. Unless otherwise agreed to in writing by Seller, installation will be the sole responsibility of

Buyer. Where start-up service is required with respect to the goods purchased hereunder, it must be performed by Seller's authorized personnel or agents; otherwise, the warranty is void. If Buyer has engaged Seller to provide an engineer for start-up advisory services such engineer will function in an advisory capacity only and Seller will have no responsibility for the quality of workmanship of the installation. In any event, Buyer understands and agrees that it will furnish, at Buyer's expense, all necessary foundations, supplies, labor and facilities that might be required to install and operate the goods.

15. Specifications; Back-charges. Changes in specifications requested by Buyer are subject to Seller's written approval. If such changes are approved, the price for the goods and the delivery schedule will be changed to reflect such changes. Buyer will not make purchases, nor will Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

16. Buyer's Warranty. Buyer warrants the accuracy of any and all information relating to the details of its operating conditions, including influent quality, temperatures, pressures, and where applicable, the nature of all hazardous materials. Seller can justifiably rely upon the accuracy of Buyer's information in its performance. Should Buyer's information prove inaccurate, Buyer agrees to reimburse Seller for any losses, liabilities, damages and expenses that Seller may have incurred as a result of any inaccurate information provided by Buyer to Seller.

17. Product Recalls. In cases where Buyer purchases for resale, Buyer will take all reasonable steps (including those measures prescribed by the Seller) to ensure: (a) all customers of the Buyer and authorized repairers who own or use affected goods are advised of every applicable recall campaign of which the Buyer is notified by the Seller; and (b) modifications notified to Buyer by Seller by means of service campaigns, recall campaigns, service programs or otherwise are made with respect to any goods sold or serviced by Buyer to its customers or authorized

repairers. Should Buyer fail to perform any of the actions required under this obligation, Seller will have the right to obtain names and addresses of the Buyer's customers from Buyer and Seller will be entitled to get into direct contact with such customers.

18. GOVERNING LAW. THE TERMS OF THIS AGREEMENT AND ALL RIGHTS AND OBLIGATIONS HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE JURISDICTION WHERE SELLER'S OFFICE IS LOCATED TO WHICH THIS ORDER HAS BEEN SUBMITTED (WITHOUT REFERENCE TO PRINCIPLES OF CONFLICTS OF LAWS). THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WILL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS. THIS ARTICLE 18 WILL SURVIVE ANY TERMINATION, CANCELLATION, OR EXPIRATION OF THE AGREEMENT.

19. DISPUTE RESOLUTION. Prior to the commencement of any litigation, in the event of any dispute between the Buyer and Seller arising out of or in connection with the Agreement or the good or services contemplated therein; Buyer and Seller agree to first make a good faith effort to resolve the dispute informally. The first attempt at dispute resolution shall be made by the technical project managers (or equivalent) of the parties. Should resolution not be reached within ten (10) business days, senior management of both parties will attempt to resolve the dispute. If the parties are still unable to resolve the dispute, the dispute will be sent to litigation. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT

20. Compliance. Buyer shall adhere to all laws, rules and regulations applicable to both itself and the commercial relationship with Seller, such as anti-boycott provisions and compliance with the U.S. Foreign Corrupt Practices Act. Seller's goods, including any software, documentation and any related technical data included with, or contained in, or utilized by such goods or

deliverables, may be subject to applicable export laws and regulations, including United States Export Administration Regulations and Buyer will comply with all such applicable laws and regulations. In particular, the Buyer will not, and will not permit any third parties to, directly or indirectly, export, re-export or release any goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any goods is prohibited by applicable law, regulation or rule. The Buyer will be responsible for any breach of this Article 20.

21. Privacy and Customer Data. Buyer acknowledges that Seller may collect and process personal data for the purposes outlined in the Agreement. Seller's data privacy policy is available at <https://www.xylem.com/en-us/support/privacy/>. Buyer acknowledges that it has read and understood Seller's privacy policy and agrees to the use of personal data outlined herein. The collection and use of personal data by Buyer is Buyer's responsibility. Some Seller goods are equipped with cloud communication capability resulting in these goods automatically transmitting, on an encrypted basis, data to Seller's X-Cloud. Unless otherwise specified in the Agreement, Buyer agrees and authorizes Seller to indefinitely store any data collected from Seller goods ("**Customer Data**") on Seller's hardware, software, networking, storage, and related technology. Buyer grants Seller and Seller's affiliates a worldwide, royalty-free, non-exclusive, irrevocable right and license to access, store and use such Customer Data to: (a) provide services; (b) analyze and improve services; (c) analyze and improve any Seller or affiliate goods or software; and (d) for any other internal use, provided any such internal use is limited to using the Customer Data in an aggregated and anonymized manner that cannot be reconstituted as Buyer's Customer Data.

22. Titles; Waiver; Severability. The article titles are for reference only and will not limit or restrict the interpretation or construction of this Agreement. Seller's failure to insist, in any one or more instances, upon Buyer's performance of this Agreement, or to

exercise any rights conferred, will not constitute a waiver or relinquishment of any such right or right to insist upon Buyer's performance in any other regard. The partial or complete invalidity of any one or more provisions of this Agreement will not affect the validity or continuing force and effect of any other provision.

23. Changes. Any requested change(s) to the work set forth in this Agreement, including to the delivery schedule, requires the parties to enter into a written change order that contains a description of the change(s) and all other applicable terms, including change in price, storage fees, and/or delivery schedule ("**Change Order**"). A Change Order may be requested by either party. For any Buyer-related change to the delivery schedule, including any due to a Buyer delay, the parties will enter into a Change Order and any such Change Order will state the revised delivery date(s), the revised Agreement price, storage and maintenance fees, and all other respective revisions. Seller will not be obliged to proceed with any change and no such change will be binding or have any effect on Seller or this Agreement unless/until the parties enter into a Change Order; provided, however, that if Seller must store goods due to a buyer delay, all associated risk, expenses, and fee will nonetheless be borne by Buyer from the beginning of the delay period. Should Seller's ability to proceed with the work be altered by Buyer's delay in entering into a Change Order, Seller also will be entitled to assess late fees and suspend performance of all work for the period of delay.

Agreed to by: _____

Signature
Gordon C. Short, President of City Council

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 087

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S SERVICE 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 Service Department of the City of Strongsville is in possession of certain equipment and parts/materials, which are obsolete, surplus, have little monetary value, and are no longer needed for any municipal purpose, as more particularly described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference, 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 identified in Exhibit "A" 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 Public Service 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 the net proceeds of the operation of this Ordinance shall be deposited into the Street Construction, Maintenance & Repair Fund; and any funds required for the purposes of this Ordinance have been appropriated and shall be paid from the Street, Construction, Maintenance & Repair Fund.

Section 6. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of 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. 2026 – 087
Page 2

Section 7. 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 Service Department, to enable the Department to replace obsolete equipment, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2026-087 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

Gov deals

9/1/2026

2007 cub cadet commercial 48in walk
behind mower

MOD# 55AI5GMS750

SER# 0E147230017

2006 cub cadet commercial 48in walk
behind mower

MOD# 55AE232S75

SER# 2A246Z30002

1976 Dynapac 14-ton roller

MOD# CC-42A

SER# CC42CC546

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2026 – 088

By: Mayor Perciak and All Members of Council

**A RESOLUTION GRANTING PERMISSION TO REPURCHASE
CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE
STRONGSVILLE MUNICIPAL CEMETERY. [White]**

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

Section 1. That pursuant to Codified Ordinance Section 1060.09, this Council hereby authorizes the repurchase by the City of Strongsville of a certificate for burial rights in the Strongsville Municipal Cemetery for Grave A, in Lot 52 of Section F, from Thomas J. White and Donna A. White, husband and wife, at the same price that was originally paid therefor.

Section 2. That the funds for the repurchase of said certificate 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 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 shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

RES
Ord. No. 2026-088 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 089

By: Mayor Perciak and All Members of Council

AN ORDINANCE RATIFYING AND AUTHORIZING THE MAYOR TO APPLY FOR AND ACCEPT FUNDING FROM THE OHIO DEPARTMENT OF NATURAL RESOURCES IN ORDER TO COMPLETE A CAPITAL IMPROVEMENT COMMUNITY RECREATION PROJECT KNOWN AS THE CITY OF STRONGSVILLE COMMUNITY DOG PARK PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the Ohio Department of Natural Resources ("ODNR") is authorized to finance capital improvements for state and local parks and recreation areas and to preserve Ohio's natural areas and habitats; and further to make grants and assist local governments with capital improvements projects related to natural resources; and

WHEREAS, the City of Strongsville is in the process of completing the "Strongsville Community Dog Park" as part of a capital improvement project in the City (the 'Project'); and

WHEREAS, the City of Strongsville has applied to the ODNR for financial assistance in connection with such Project; and

WHEREAS, pursuant to Senate Bill No. 450, the 136th General Assembly of the State of Ohio has appropriated funds in the amount of \$150,000.00 for the City of Strongsville for the completion of a capital improvement community recreation project known as the Strongsville Community Dog Park; and

WHEREAS, the Council and City Administration are desirous of accepting such Capital Improvement Project Grant funds from the ODNR in order to assist the City with improvements related to the Strongsville Community Dog Park Project.

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 Mayor and Director of Economic Development submitting an application for financial assistance to the Ohio Department of Natural Resources, in the form on file with the Director of Economic Development.

Section 2. That the Mayor be and is hereby authorized and directed to accept funds in the amount of \$150,000.00 from the Ohio Department of Natural Resources to assist the City of Strongsville with the Strongsville Community Dog Park Project; and to further provide, execute and deliver any and all documents, including a "Pass Through Grant Agreement," and such other information as may be required in connection therewith.

Section 2. That the Mayor, the Director of Finance and the Director of Economic Development and/or their designees be and are hereby authorized to do all things necessary to perform the terms and conditions required by the Ohio Department of Natural Resources for such Parks and Recreation Funds, in accordance with their respective responsibilities thereunder.

Section 3. That the funds required to meet the City's obligation, if any, under this Agreement will be appropriated and paid from the Recreation Capital Improvement Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to ratify and approve the submission of such application for financial assistance in order to meet application deadlines, to accept such funding in order to fully complete the capital improvement community recreation project known as the Strongsville Community Dog Park Project, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2026-089 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

**Capital Improvement Community Park, Recreation/Conservation Project
Pass-Through Grant Agreement
Ohio Department of Natural Resources**

This Community Recreation/Conservation Project Pass-Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as "State" or "ODNR"), acting by and through its Director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code ("R.C.") and Senate Bill No. 450, 136th General Assembly of the State of Ohio ("S.B. 450") and the City of Strongsville, an Ohio political subdivision (hereinafter referred to as "Grantee") acting by and through its authorized representative.

Notices: All notices, demands, requests, consents, approvals, and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: 1) hand-delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email, and shall be respectively addressed as follows:

ODNR Contact: Teresa Goodridge Program Manager Ohio Department of Natural Resources Office of Real Estate & Land Management 2045 Morse Road, Building E-2 Columbus, Ohio 43229 Teresa.Goodridge@dnr.ohio.gov	Grantee Contact: Brent Painter Director of Economic Development City of Strongsville 16099 Foltz Parkway Strongsville, OH 44149 Brent.painter@strongsville.org
---	---

Notices shall be deemed given upon receipt thereof and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgment of receipt by the receiving party. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

WHEREAS, pursuant to S.B. 450 the 136th General Assembly of the State of Ohio has appropriated funds in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item CP0309, more fully described as 'Strongsville Community Dog Park', (hereinafter referred to as the "Project"). The Project reference number is **CUYA-140C**; and

WHEREAS, the General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under R.C. § 154.22(F), as the fund from which these monies will be disbursed; and

WHEREAS, pursuant to R.C. Chap. 154 and Article VIII, Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the "Bonds") have been or will be issued by the Ohio Treasurer of State (the "Treasurer") for the purpose of paying the "costs of capital facilities" including acquiring, constructing,

reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping, and furnishing capital facilities for parks and recreation, all as defined and described in R.C. § 154.01(K). A portion of those Bonds proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties, and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to comply with federal and state laws, regulations, and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

NOW THEREFORE, for the purposes of providing the funds to Grantee pursuant to S.B. 450 of the 136th General Assembly, the parties hereto covenant and agree as follows:

1. **Funding Amount.** ODNR agrees to provide the Grantee One Hundred Fifty Thousand Dollars (\$150,000.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. Funds for this Project have been released by the Controlling Board as of _____ and encumbered by Contract Encumbrance Record Number _____ and are so certified by the Director of Budget and Management on _____. Obligations of the State are subject to the provisions of R.C. § 126.07. Any funds provided under this Agreement that are not spent shall be returned in full to the State.
2. **Project Description.** The Grantee shall use the grant funds for 'Strongsville Community Dog Park', a project to construct the new Strongsville Community Dog Park in Strongsville, OH, all as more fully described in Exhibit A attached hereto.
3. **Effective and Termination Dates.** This Agreement shall commence on the date that it is signed by ODNR (the "Effective Date") and will, unless otherwise earlier terminated as provided herein, expire on the later of: (i) 15 years from the date of the payment of the final Project reimbursement (or Project acquisition if the Project is solely for the acquisition of real property) ("Project Closeout"); or (ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the "Term"). Grantee shall complete the Project on or before June 30th, 2028.
4. **No Restrictions of Record.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record or otherwise with respect to the Project, including without limitation, any encumbrances, liens, or other matters, which would interfere with or otherwise impair the use of the property as described in the Boundary Map attached hereto as Exhibit B, to be acquired or on which the Project will be located and developed as a public parks and recreation or conservation facility (the "Property") except for those restrictions permitted below. Grantee represents that it is, or will be, the fee simple owner, or has a lease, or other interest, such as an easement, with a term longer than the Term hereof, on the Property and that the only restrictions of record, or otherwise, with respect to the Property are: (a) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property, (b) dedicated public rights-of-way identified on Exhibit B, Boundary Map, and (c) the encumbrances, liens, easements, restrictions and other interests ("Encumbrances") identified in Exhibit C, Title Encumbrances. Grantee hereby represents and warrants that there are not now, and it shall not cause there to be, any restrictions with respect to the Project or Property, including without limitation, any Encumbrances, which would interfere with or otherwise impair the use of the Property as a public park, recreation facility, or conservation facility.

5. **Notice of Tax Exempt Bond Funding.** The Notice of Tax-Exempt Bond Funding must be recorded at the county recorder's office in the county where the Project property is located by the Grantee. A copy of the recorded Notice of Tax-Exempt Bond Funding must be provided to ODNR, along with the recorded deed, prior to ODNR reimbursement of funds.
6. **Construction Services.** Grantee represents that it will contract for all construction services for the Project and will provide for construction administration. Grantee shall have the full authority to contract with third parties for the design and construction of the Project. Grantee shall secure all necessary permits and licenses for the Project. Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline. Grantee shall comply with all applicable federal and state requirements relating to the competitive selection of contractors and comply with its own competitive selection policies and procedures. If competitive selection for the Project is not required by law, to the extent reasonably possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents designed to be so restrictive to exclude open competitive bidding and bid documents that do not allow for "or equal" provisions may not be acceptable.
7. **Operation, Maintenance, and Upkeep.** Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation or conservation purpose during the Term.
8. **Conveyance of Interest in Project to ODNR.** As security for the performance of Grantee's obligations under this Agreement, Grantee hereby conveys to ODNR an interest in the Property, consisting of the right to use and occupy the Property and the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by Grantee. ODNR's interest in the Property shall be evidenced by the recorded Notice of Tax-Exempt Bond Funding. This interest shall terminate upon Grantee's successful performance of all obligations under this Grant Agreement. Grantee hereby acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the Ohio Public Facilities Commission ("OPFC") or such other state agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with OPFC relating to the Bonds and the Project; provided that, so long as Grantee shall not default under this Agreement, such lease shall not affect the Project or the use of the Property. ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Property or Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.
9. **Prohibition Against Disposition.** Grantee shall not dispose of all or any part of the Project or Property funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and OPFC. All notices, demands, requests, consents, approvals, and other communications to OPFC shall be addressed as follows:

Ohio Public Facilities Commission
30 East Broad Street, 34th Floor

Columbus, Ohio 43215
Attn: Assistant Secretary

10. **Joint or Cooperative Use Agreement.** If the Property is owned by a separate nonprofit organization and made available to a state agency for its use or benefit, the nonprofit organization must either own, or have a long-term lease (for at least so long as the latest Bond issuance funding or refinancing of the Project have not been paid in full) of, the Property, and enter into a joint or cooperative use agreement, with and approved by the state agency that meets the requirements of S.B. 450.
11. **Liability; Waiver of Liability.** Grantee shall be solely liable for any and all claims, demands, or causes of action arising from its obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees and expenses, in any litigation that may arise from the performance of this Agreement or the Project. It is specifically understood and agreed that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. Nothing in this Agreement shall be construed to be a waiver of any immunity of Grantee granted by statute or the immunity of any of its employees or agents for any purpose. In no event shall either party be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits. On and after the date of this Agreement, Grantee agrees not to seek any determination of liability against ODNR, OPFC, the Treasurer, or any department, agency, or official of the State in the case of claim or suit arising from the Project including the acquisition of the Property or any future condition, construction, operation, maintenance, or use of the Property or facilities which may be developed in relation to the Project. Grantee forever releases and waives any and all claims, demands, and causes of action it may ever possess or assert against ODNR and its employees, agents, officials, and attorneys arising from, or relating to, the Project.
12. **Insurance.**
 - a. Adequate Insurance. Unless otherwise agreed to by ODNR in writing, Grantee shall maintain, or cause to be maintained, at no cost to ODNR, commercial general liability insurance and other insurance, including casualty insurance, and if applicable, professional liability insurance, and builder's risk insurance, to insure Grantee, and ODNR, OPFC, the Treasurer, and the State of Ohio, as additional insureds, in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and for bodily injury, property damage, personal injury, advertising injury, and employer's liability exposures of Grantee. Unless otherwise agreed to by ODNR in writing, such insurance shall remain in force at all times from the Effective Date hereof through the Term of this Agreement.
 - b. Self-Insurance. Instead of providing the general liability and casualty insurance above, Grantee may name ODNR, OPFC, the Treasurer, and the State as additional insureds and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under R.C. §§ 2744.08 or 2744.081, respectively, and operated by or on behalf of Grantee, in order to meet the insurance requirements set forth herein.
13. **Bonded and Insured Employees and Agents.** Prior to any advance (but not reimbursement) payments by ODNR, Grantee will provide ODNR with a document that demonstrates that all employees or agents

of Grantee who are responsible for maintaining or disbursing advanced funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.

14. **Public Funds Compliance.** Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management, and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure, or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If Grantee is a political subdivision of the State of Ohio, grant funds shall be held in compliance with R.C. Chap. 135.
15. **Reports and Records.** Grantee shall keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR, and OPFC for a period of not less than eighteen (18) years after the date of the Project Closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, disbursement details (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during, and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency, or official of the State will be borne exclusively by, and paid solely by, Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time.
16. **Restrictions on Expenditures.** Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds granted under this Agreement and intends to comply fully with the same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules, and requirements.
17. **Determination of Ineligibility.** If it is determined by any audit by the Auditor of State or any department, agency, or official of the State of Ohio or other agency or entity with legal audit authority that any Project expense is ineligible, or not properly documented, Grantee will repay that amount in full to the State of Ohio.
18. **Equal Opportunity Compliance.** If Grantee is a political subdivision, Grantee shall comply with the requirements of R.C. § 125.111 for all contracts for purchases under the Project.
19. **Real Property Acquisition.** All appropriations of real property for the Project by Grantee shall be made pursuant to R.C. §§ 163.01 to 163.22, except as otherwise provided in R.C. Chap. 163.
20. **Prevailing Wage.** Except as provided in R.C. § 4115.04, monies appropriated or reappropriated for the Project shall not be used for the construction of public improvements, as defined in R.C. § 4115.03, unless the mechanics, laborers, or workers engaged therein are paid the prevailing rate of wages prescribed in R.C. § 4115.04. Nothing in this section affects the wages and salaries established for state employees under R.C. Chap. 124, or collective bargaining agreements entered into by the State

of Ohio under R.C. Chap. 4117, while engaged on force account work, nor does this section interfere with the use of inmate and patient labor by the State of Ohio.

21. **Project Nondiscrimination.** Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap, or disability on the same terms and conditions.
22. **Employment Nondiscrimination.** Pursuant to R.C. Chap. 4112, Grantee agrees that Grantee and any person acting on behalf of Grantee or a contractor, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this State in the employment of any person qualified and available to perform services relating to the Project. Grantee further agrees that Grantee and any person acting on behalf of Grantee or a contractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of services relating to the Project on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
23. **ODNR Right to Terminate.**
 - a. Breach; Notice. ODNR reserves the right to terminate this Agreement upon written notice to Grantee and to recover any funds distributed by Grantee to contractors or other payees in violation of the terms of this Agreement if Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein. Failure to comply with any provision of this Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x), the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds, over (y), the total number of months that the Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission ("OPFC").
 - b. Opportunity to Cure. ODNR, in its sole discretion, may permit Grantee to cure a breach. Such cure period shall be no longer than twenty-one (21) calendar days. Notwithstanding ODNR permitting a period of time to cure the breach or Grantee's cure of the breach, ODNR does not waive any of its rights and remedies provided to ODNR in this Agreement or as may be permitted by law.
24. **Remittances.** If for any reason, funds acquired through this Agreement are required to be paid, repaid, or remitted to the State of Ohio, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:

Ohio Treasurer of State
30 East Broad Street, 9th Floor
Columbus, Ohio 43215

Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.

25. Legal, Federal Tax, and Other Compliance.

- a. Reports of Expenditures. Grantee will assure that monies expended under this Agreement are spent in conformity with the intent and purpose of the appropriation, the limitations on use set forth in the legislation containing the appropriation, R.C. Chap. 154 and all other laws that apply to the appropriation of monies to, and the expenditure of monies by, Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2015-07, then Grantee shall report the funds it acquires through this Agreement as a separate column identified in a manner consistent with the Project description in appropriation item CP0309. If Grantee is not required to submit the aforementioned report, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be filed in accordance with Auditor of State Bulletin 2015-07.
- b. Compliance with Employment Laws. Grantee agrees to comply with all applicable federal, state, and local laws and regulations, in the conduct of the Project and acknowledges that its employees are not employees of ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Ohio revenue and tax laws, Ohio Workers' Compensation Act, and Ohio unemployment compensation law.
- c. Compliance with Law; Preservation of Tax-Exempt Status of Bonds. Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. Grantee shall repay ODNR any funds improperly expended. Additionally, Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds, the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to operating expenses) and are not used to refund or otherwise refinance existing debt of Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. Grantee agrees to consult with OPFC if the Grantee is uncertain as to what expenditures are eligible to be financed with funds provided under this Agreement.

26. Relationship of Parties.

- a. Expenses. Grantee shall be responsible for all of its own business expenses, including, but not limited to, computers, email and internet access, software, phone service, and office space. Grantee will also be responsible for all licenses, permits, employees' wages and salaries, insurance of every type and description, and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation

coverage, if any, unless payment for any such item is specifically provided for herein or in the purchase order.

- b. **No Control Over Means and Methods.** While Grantee shall be required to perform its obligations described hereunder during the term of this Agreement, nothing herein shall be construed to imply, by reason of Grantee's obligations hereunder, that ODNR shall have or may exercise any right of control over Grantee with regard to the means or method of Grantee's performance of its obligations hereunder.
 - c. **Right to Bind.** Except as expressly provided herein, neither party shall have the right to bind or obligate the other party in any manner without the other party's prior written consent.
 - d. **No Agency.** Neither Grantee nor its personnel shall at any time, or for any purpose, be considered as agents, servants, or employees of ODNR or the State of Ohio.
27. **No Finding for Recovery.** Grantee represents and warrants that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is determined by ODNR to be false, this Agreement shall be void ab initio as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
28. **Qualification to Receive Grant.** Grantee affirms that it is a duly authorized federal government agency, municipal corporation, county, or other governmental agency or nonprofit organization, qualified to receive grants under R.C. § 154.22(F). Grantee further affirms that if at any time during the Term of this Agreement, Grantee for any reason becomes disqualified from receiving grants under R.C. § 154.22(F), Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law.
29. **Campaign Contributions.** Grantee hereby certifies that neither it, nor any person described in R.C. § 3517.13 (I) or (J), nor the spouse of any such person, has made, as an individual, within the two previous calendar years, one or more contributions to the governor or the governor's campaign committees totaling in excess of the limitations specified in R.C. § 3517.13.
30. **Ethics Certification.** Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in R.C. Chap. 102 and in R.C. §§ 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.
31. **Certification of Funds / Non-Appropriation.** It is expressly understood and agreed by the parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, R.C. § 126.07, have been met, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio,

or in the event that grant funds are used, until such time that ODNR gives Contractor written notice that such funds have been made available to ODNR by ODNR's funding source.

32. **Time Is of The Essence.** Time is of the essence in this Agreement.

33. **Miscellaneous.**

- a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the state of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. Successors and Assigns. Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR.
- d. Conflict with Exhibits. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- e. Headings. The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
- f. Severability. The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially-enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
- g. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- h. Execution. This Agreement is not binding upon ODNR unless executed in full and is effective as of the last date of signature by ODNR.
- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- j. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chap. 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

IN TESTIMONY WHEREOF, Grantee and ODNR have caused this Agreement to be executed by their respective duly authorized officers.

GRANTEE

OHIO DEPARTMENT OF NATURAL RESOURCES

CITY OF STRONGSVILLE

OFFICE OF REAL ESTATE & LAND MANAGEMENT

By: _____

By: _____

Printed Name: Thomas P. Perciak

Printed Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

ATTORNEY CERTIFICATION

Community Park, Recreation, or Conservation Project Number: **CUYA-140C**

I, Neal M. Jamison, acting as attorney for the
Name and Title of Attorney
City of Strongsville ("Grantee"), and for the reliance of the
Name of Grantee

Ohio Department of Natural Resources, do certify that from my examination of the Capital Improvement Community Park Recreation or Conservation Project, Pass-Through Grant Agreement (the "Agreement") and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof, ☒ has ☐ has not* been authorized by the governing body of Grantee or has otherwise been authorized by Grantee's charter. (Resolution or Ordinance No. _____, dated _____, 202__).

*If "has not" is checked above, please indicate the reason: _____

Attorney for Grantee:

Attorney Signature

Neal M. Jamison
Attorney Printed Name

0005911
Attorney Registration No.

Date Signed

Attorney Address: City of Strongsville
16099 Foltz Parkway, Strongsville, OH 44149

EXHIBIT C
TITLE ENCUMBRANCES

Encumbrances DO NOT Exist:

I hereby certify, as an authorized representative of City of Strongsville ("Grantee"), that there are currently **NO** Encumbrances, as defined in Section 4 of the Agreement, against the Property defined in this Agreement.

_____	_____ Mayor, City of Strongsville
Signature of Authorized Representative	Title
_____ Thomas P. Perciak	_____
Printed Name	Date

Encumbrances DO Exist:

I hereby certify, as an authorized representative of City of Strongsville ("Grantee"), that the following Encumbrances, as defined in Section 4 of the Agreement, are the only Encumbrances that currently exist against the Property defined in this Agreement and none of the Encumbrances will interfere with or otherwise impair the use of the Property as a public park, recreation facility, or conservation facility or affect the priority of the Notice of Tax-Exempt Bond Funding (attach an additional page, if needed):

Example: Easement by and between [Name of Grantee] and _____ dated _____ and recorded at Official Record # _____ (Vol. # _____ of Page # _____) of [Name of County] County, Ohio.

1	
2	
3	
4	
5	

_____	_____
Signature of Authorized Representative	Title
_____	_____
Printed Name	Date

EXHIBIT A

PROJECT INFORMATION PACKAGE

Forms and requested materials (maps, etc.) on pages 3-14 comprise the PIP. Please complete all forms on pages 3-14 and send with all other requested materials on pages 3-14 (only) to the address or email below. This is the first step in the Project coordination process.

Teresa Goodridge
ODNR
Office of Real Estate
2045 Morse Road, E2
Columbus, Ohio 43229-6693
Teresa.Goodridge@dnr.ohio.gov
614-265-6396



BASIC INFORMATION

Awarded Project Sponsor: City of Strongsville

Project Sponsor's Address: 16099 Foltz Parkway
Street Address 1
Street Address 2
Strongsville, Ohio 44149
City, State ZIP

Tax Identification Number: 34-6002751

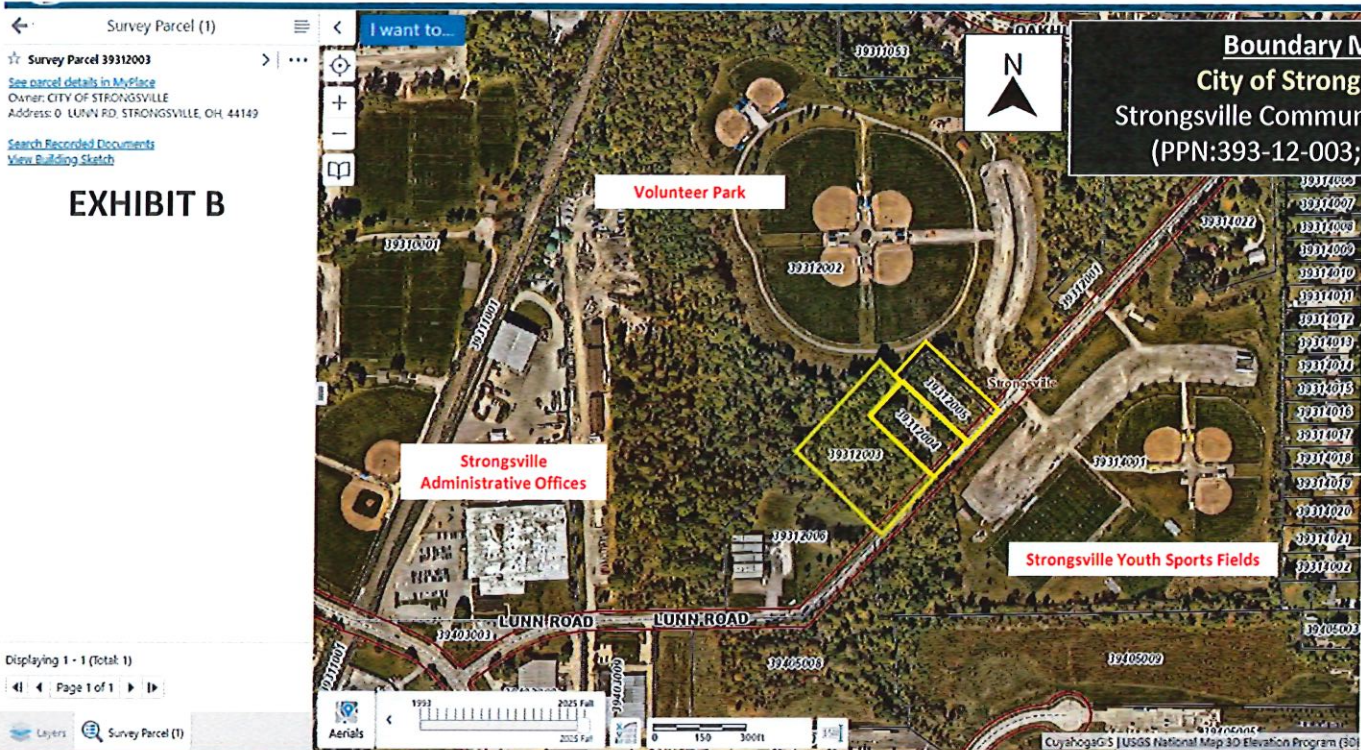
Contact Person:	<u>Brent Painter</u>	<u>Director of Economic Development</u>
	Name	Title

Email Address: brent.painter@strongsville.org

Phone Number: (440) 580-3118

Brief Description of Project:

The Strongsville Community Dog Park will be a new community amenity designed to provide local residents the ability to engage in responsible, off-leash dog exercise, socialization, and play within a controlled/safe setting.
The Strongsville Community Dog Park will be constructed on roughly 4.4 acres, fully enclosed with 6 foot chain link fence and double-gated entryways. The Park will consist of two separate play areas for small and large dogs, as well as a wooded nature trail available for off-leash walks.
In addition, the Park will include amenities such as pet waste stations, dog-friendly water fountains, shade structures, and benches/picnic tables for local residents.



Bt Pt
08/03/2026

Brent Painter
Director of Economic Development
City of Strongsville

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2026 – 090

By: Mayor Perciak and All Members of Council

**A RESOLUTION ACCEPTING A DONATION OF MONEY FROM
THE STRONGSVILLE CITY CLUB FOR A COMMUNITY
RECREATION PROJECT KNOWN AS THE STRONGSVILLE
COMMUNITY DOG PARK ON LUNN ROAD.**

WHEREAS, the Strongsville City Club sponsors many events throughout the City of Strongsville, such as the Rib Burn-off and Breakfast on the Bridge; and

WHEREAS, the City Club generously supports many of Strongsville's community projects, activities, organizations and charities; and

WHEREAS, therefore, the Strongsville City Club has donated a check in the amount of \$25,000.00 to be used by the City in connection with the Strongsville Community Dog Park Project on Lunn Road; and

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

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

Section 1. That the Mayor and this Council hereby extend their gratitude and appreciation to the Strongsville City Club for its donation of \$25,000.00 to be utilized by the City for the Strongsville Community Dog Park Project on Lunn Road.

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

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

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

Yea

Nay

Attest: _____
Clerk of Council

Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Zacharyasz	_____	_____

RES
Ord. No. 2026-090 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2026 – 091

By: Mayor Perciak and All Members of Council

**A RESOLUTION ACCEPTING THE AMOUNTS AND RATES
AS DETERMINED BY THE BUDGET COMMISSION AND
AUTHORIZING THE NECESSARY TAX LEVIES AND
CERTIFYING THEM TO THE COUNTY FISCAL OFFICER,
AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Sections 5705.34 and 5705.35 of the Ohio Revised Code, the Cuyahoga County Budget Commission has informed the City of Strongsville of the amounts and rates of the necessary tax levies for tax year 2026, to be collected in year 2027; and

WHEREAS, this Council, in accordance with the provisions of law, has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1, 2027; and

WHEREAS, the Budget Commission of Cuyahoga County, Ohio has certified its action thereon to this Council together with an estimate by the County Fiscal Officer of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitation.

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

Section 1. That the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted.

Section 2. That there be and is hereby levied on the tax duplicate of the City of Strongsville, the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION AND COUNTY FISCAL OFFICER'S ESTIMATED TAX RATES

Fund	Amount to be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Commission Inside 10 M. Limitation	County Fiscal Officer Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund			0.80	0.00
General Bond Retirement Fund			1.50	
Police Pension Fund			0.30	
Fire Pension Fund			0.30	
Fire Fund				3.50
Sewer Fund				0.40
Southwest General H. C.				1.00
Total			2.90	4.90

SCHEDULE B
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

Fund	Maximum Rate Authorized to Be Levied	Co. Fiscal Officer's Est. of Yield of Levy (Carry to Schedule A. Column II)
General Fund:		
Current Expense Levy authorized by voters on , 20 for not to exceed years.		
Total General Fund outside 10m. Limitation.		
Park Fund: Levy authorized by voters on , 20 for not to exceed years.		
Recreation Fund: Levy authorized by voters on , 20 for not to exceed years.		

Section 3. That the Clerk of Council be and is hereby authorized and directed to promptly certify and transmit a copy of this Resolution to the Cuyahoga County Fiscal Officer.

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

Section 5. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary in order to comply with all state, county and local requirements concerning tax amounts and rates. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2026 – 091
Page 4

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

RES
Ord. No. 2026-041 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CERTIFICATE OF COPY
ORIGINAL ON FILE

State of Ohio)
) ss.
Cuyahoga County)

I, Aimee Pientka, Clerk of the Council of the City of Strongsville, within and for said County, and in whose custody of the files and records of said Council are required by the Laws of the State of Ohio to be kept, do hereby certify that the foregoing is taken and copied from the original Resolution No. 2026-091 now on file, that the foregoing has been compared by me with said original document, and that the same is a true and correct copy thereof.

WITNESS my signature, this 8th day of September, 2026.

Aimee Pientka
Clerk of Council

Resolution No. 2026 – 091

**COUNCIL OF THE CITY OF STRONGSVILLE
Cuyahoga County, Ohio**

**RESOLUTION ACCEPTING THE AMOUNTS AND
RATES AS DETERMINED BY THE BUDGET
COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING
THEM TO THE COUNTY FISCAL OFFICER**

(City Council)

Adopted September 8, 2026

Aimee Pientka, Clerk of Council

Filed _____, 2026

County Fiscal Officer

By

Deputy

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2026 – 092

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. 2026 – 092

Page 2

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

Attest: _____

Clerk of Council

RES
Ord. No. *2026-092* Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

FILE BY SEPTEMBER 14, 2026



FISCAL OFFICE REAL PROPERTY
SPECIAL ASSESSMENT CERTIFICATION

THE ATTACHED ANNUAL SPECIAL ASSESSMENT CHARGES HAVE BEEN CONFIRMED
BY THE AUTHORITY OF:

City of Strongsville

ASSESSMENT TYPE:

Property Abatement

☒ NEW ASSESSMENT:

TO BE COLLECTED: BEGINNING TAX YEAR
ENDING TAX YEAR
OF YEARS TO BE ASSESSED

2026

2026

1

☐ CONTINUING MULTIPLE YEAR ASSESSMENT FROM A PREVIOUS CERTIFICATION:

TO BE COLLECTED: BEGINNING TAX YEAR
ENDING TAX YEAR
OF YEARS TO BE ASSESSED

TOTAL ANNUAL CERTIFIED AMOUNT:

TOTAL COST OF ASSESSMENT:

OF INSTALLMENTS:

BY ORDER OF ORDINANCE/RESOLUTION NUMBER:

DATE PASSED:

TO ENSURE ACCURATE APPLICATION TO THE TAX DUPLICATE, ALL SPECIAL ASSESSMENTS ARE TO BE RECERTIFIED ON
AN ANNUAL BASIS, NO MATTER THE DURATION.

COMMISSIONER

DATE

Eric Dean
FINANCE DIRECTOR

9/1/2026
DATE

FOR FISCAL OFFICE USE ONLY

SPA FUND CODE

STAFF SIGNATURE

DATE

EX. A

CITY OF STRONGSVILLE

2026 Property Abatement

Total Number of Parcels 11

PARCEL ID in Parcel Order	SPA AMOUNT
39111017	1,100.00
39219028	1,760.00
39231048	550.00
39232078	550.00
39328032	550.00
39332006	550.00
39332027	550.00
39829020	550.00
39901012	550.00
39912001	1,086.00
39933094	550.00
Total	\$ 8,346.00