

City of Strongsville

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

September 11, 2025

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Brian M. Spring
At-Large

Aimee Pientka, MMC
Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, September 15, 2025**, 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 6:30 p.m. All committees listed will meet immediately following the previous committee:

6:30 P.M. **Public Safety & Health Committee** will meet to discuss Ordinance No. 2025-086.

Planning, Zoning & Engineering Committee will meet to discuss Ordinance No. 2025-092.

Recreation & Community Services Committee will meet to discuss Ordinance No. 2025-101.

Finance Committee will meet to discuss Resolution No. 2025-102.

Committee of the Whole will meet to discuss Resolution No. 2025-103.

7:00 P.M. **Regular Council Meeting**

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

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING

MONDAY, SEPTEMBER 15, 2025 AT 7:00 P.M.

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

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Regular Council Meeting – September 2, 2025*
6. APPOINTMENTS, CONFIRMATIONS AWARDS AND RECOGNITION:
 - Mayor's re-appointment and confirmation of David J. Houle to a four (4) year term on the City's Board of Zoning Appeals, effective September 17, 2025, and expiring on September 16, 2029.
7. REPORTS OF COUNCIL COMMITTEE:
 - ECONOMIC DEVELOPMENT – Clark
 - BUILDING & UTILITIES – Roff
 - PUBLIC SERVICE AND CONSERVATION – Roff
 - PUBLIC SAFETY AND HEALTH – Kosek
 - COMMUNICATIONS AND TECHNOLOGY – Kosek
 - RECREATION AND COMMUNITY SERVICES – Kaminski
 - PLANNING, ZONING AND ENGINEERING – Spring
 - SCHOOL BOARD – Carbone
 - SOUTHWEST GENERAL HEALTH SYSTEM – Short
 - FINANCE – Short
 - COMMITTEE-OF-THE-WHOLE – Short
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
 - MAYOR PERCIAK:
 - FINANCE DEPARTMENT:
 - LAW DEPARTMENT:

9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2025-086 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW MEMBER PARTICIPATION AGREEMENT WITH THE CHAGRIN VALLEY DISPATCH COUNCIL IN ORDER FOR THE CITY OF STRONGSVILLE TO BECOME A PARTICIPATING MEMBER IN THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER FOR THE DISPATCH OF PUBLIC SAFETY SERVICES, AND DECLARING AN EMERGENCY. *First reading 08-05-25. Second reading 09-02-25.*
- Ordinance No. 2025-092 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO GRANT AN EASEMENT FOR WATER METER VAULT PURPOSES TO THE CITY OF CLEVELAND IN CONNECTION WITH THE CONSTRUCTION AND INSTALLATION OF A WATER METER VAULT FOR THE PROPOSED NEW FIRE STATION NO. 5, TO BE CONSTRUCTED ON THE SOUTH SIDE OF ROYALTON ROAD BETWEEN PEARL ROAD AND PROSPECT ROAD, AND DECLARING AN EMERGENCY. First reading and referred to the Planning Commission 09-02-25. *Favorable recommendation by the Planning Commission 09-11-25.*
- Ordinance No. 2025-101 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING, APPROVING AND AUTHORIZING THE MAYOR AND DIRECTOR OF RECREATION & SENIOR SERVICES TO SUBMIT A PROPOSAL TO RECEIVE FUNDING FROM THE CUYAHOGA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF SENIOR AND ADULT SERVICES, THROUGH ITS COMMUNITY SOCIAL SERVICES PROGRAM (CSSP), IN CONNECTION WITH VARIOUS CITY SENIOR PROGRAMS, FUNCTIONS, AND TRANSPORTATION FOR 2026 AND 2027; AUTHORIZING EXECUTION OF ANY REQUIRED AGREEMENT AND DOCUMENTS RELATED THERETO; AND DECLARING AN EMERGENCY.
- Resolution No. 2025-102 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. 2025-103 by Mayor Perciak and All Members of Council. A RESOLUTION CONSENTING TO THE TERMS OF EACH OF THE SECONDARY MANUFACTURERS' SETTLEMENTS IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE MAYOR TO EXECUTE A COMBINED SUBDIVISION PARTICIPATION AND RELEASE FORM FOR THE SECONDARY MANUFACTURERS' SETTLEMENTS, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 086

By: Mayor Perciak and All Members of Council

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

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

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

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

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

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

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

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

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

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

President of Council

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

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

Ord. No. 2025-086 Amended: _____
1st Rdg. 08-05-25 Ref: PS+H
2nd Rdg. 09-02-25 Ref: PS+H
3rd Rdg. _____ Ref: _____

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

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

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

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

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

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

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

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

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

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

- a. 2026 One-Time Facilities and Equipment
Component of Capital Charge Share: \$382,077.00

CVD will credit City three hundred eighty-two thousand, seventy-seven dollars (\$382,077.00) for the SWEDC's Motorola MCC7500 positions and other related dispatch Equipment, purchased and assembled by City, with such positions and equipment listing attached hereto: (\$382,077.00)

Total One-Time Capital Charge Share: \$ -0-

- ii. 2026 One-Time Facilities and Equipment
Credit to City's Capital Charge Share and the total one-time Capital Charge Share shall be specifically conditioned upon:

A. The execution of any documentation required for the transfer of ownership of said facilities and equipment to CVD, the use of the Strongsville Dispatch Center facility and all other equipment and related software and other items necessary for the continuation of the Strongsville Dispatch Center's operation by CVD; and

- b. 2026 Operating Cost Share as follows:

i. 2026 Operating Cost Share (\$1,208,265.59) prorated amount due for 2-2-2026 through 12-31-2026, with City responsible for all maintenance agreements for all hardware, software, utilities, IT support, and cost-free use of the Strongsville Dispatch Center facility until a new CVD consolidated dispatch location is in operation. \$1,107,576.79

- c. In addition, continuing Monthly Dues payable by City shall be determined and shall be assessed City as set forth in Paragraph VII A. of said Restated and Amended Agreement for all years of City's such membership thereafter.

- d. One month's working capital advance equal to one month's dues is payable upon the effective date of this Agreement, with such advance to be returned to Member as applied to its last monthly payment due the CVD should Member withdraw from the CVD. \$ 100,688.80

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

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

WITNESS:

CITY OF STRONGSVILLE:

Thomas P. Perciak, Mayor

WITNESS:

CHAGRIN VALLEY DISPATCH COUNCIL:

Mayor Kirsten Holzheimer Gail, President

Approved as to form only:

Approved as to form only:

Neal M. Jamison, Law Director
City of Strongsville

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

CITY OF STRONGSVILLE
SOUTHWEST EMERGENCY DISPATCH CENTER
EQUIPMENT TO BE TRANSFERRED

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

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

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

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

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

WITNESSETH:

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

I. **NAME**

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

II. **PURPOSE**

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

III. **MEMBERSHIP**

The Members of the CVD are as follows:

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

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

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

IV. ADMINISTRATIVE AUTHORITY

CVD shall continue and be administered in the following manner:

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

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

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

V. AUTHORITY OF CVD

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

Specifically, CVD shall have the authority to:

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

VI. RESPONSIBILITIES OF THE MEMBERS

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

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

VII. ALLOCATION OF COSTS AND DISTRIBUTION OF MONEY

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

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

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

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

IX. LOCATION OF THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER

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

X. CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER PERSONNEL

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

XI. EXISTING AGREEMENTS ASSIGNED; TRANSFER OF PERSONAL PROPERTY

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

XII. ANNUAL REPORT

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

XIII. CANCELLATION OF THE AGREEMENT

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

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

XIV. AMENDMENTS

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

XV. SEVERABILITY

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

XVI. SEPARATE ORIGINALS

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

XVII. EFFECTIVE DATE

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

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

[ON FILE]

POLITICAL SUBDIVISION

Date: _____

BY: [ON FILE]
(Signature)

Its: _____
(Office)

EXHIBIT "A"

RECEIVED

APR 23 1991

VILLAGE OF
CHAGRIN FALLS

AN AGREEMENT ESTABLISHING THE CHAGRIN VALLEY DISPATCH COUNCIL

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

WITNESSETH:

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

I. NAME

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

II. PURPOSE

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

III. MEMBERSHIP

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

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

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

Additional political subdivisions may request to receive dispatch services from the

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

IV. ADMINISTRATIVE AUTHORITY

CVD shall be established and administered in the following manner:

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

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

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

V. AUTHORITY OF CVD

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

Specifically, CVD shall have the authority to:

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

VI. RESPONSIBILITIES OF THE MEMBERS

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

the Board in the following matters:

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

VII. ALLOCATION OF COSTS AND DISTRIBUTION OF MONEY

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

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

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

source.

IX. LOCATION OF THE CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER

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

X. CHAGRIN VALLEY REGIONAL COMMUNICATIONS CENTER PERSONNEL

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

XI. EXISTING AGREEMENTS ASSIGNED; TRANSFER OF PERSONAL PROPERTY

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

XII. ANNUAL REPORT

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

XIII. CANCELLATION OF THE AGREEMENT

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

XIV. AMENDMENTS

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

XV. SEVERABILITY

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

XVI. SEPARATE ORIGINALS

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

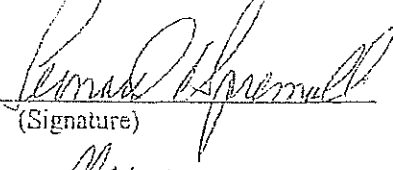
XVII. EFFECTIVE DATE

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

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

Date: March 16, 2011

Village of Bentleyville
POLITICAL SUBDIVISION

By: 
(Signature)

Its: Mayor
(Office)

FISCAL OFFICER'S CERTIFICATE OF AVAILABLE FUNDS

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

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

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

March 16, 2011

Bernice Schreiber
Name

Fiscal Officer
Title
Village of Bentleyville
Political Subdivision

Dispatch Equipment

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

EXHIBIT "B"

CHAGRIN VALLEY DISPATCH COUNCIL
NEW MEMBER PARTICIPATION AGREEMENT

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

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

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

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

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

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

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

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

WITNESS:

CITY/VILLAGE:

Mayor

WITNESS:

CHAGRIN VALLEY DISPATCH COUNCIL:

Mayor Thomas Brick, President

Approved as to form only:

City/Village, Director of Law

Approved as to form only:

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

EXHIBIT "C"

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

Current as of March 28, 2013

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 092

By: Mayor Perciak and All Members of Council

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

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

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

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

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

Section 1. That the Mayor be and is hereby authorized to grant an Easement for Water Meter Vault purposes to the City of Cleveland for the construction, reconstruction, installation, use and repair of a water meter vault below the surface of land in a portion of the property of the City of Strongsville on Royalton Road near Pearl Road, identified as Permanent Parcel No. 393-18-034, and as more fully set forth in the Easement attached hereto as Exhibit "1", and made a part hereof by reference.

Section 2. That after execution by the City of Strongsville, the Law Director is hereby authorized and directed to forward such Easement for Water Meter Vault purposes to the City of Cleveland for further acceptance and signature by the City of Cleveland.

Section 3. That the City Engineer is hereby directed to cause the aforesaid Easement to be recorded in the office of the Cuyahoga County Fiscal Office after its full execution.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the construction and installation of the water meter vault

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2025 – 092
Page 2

is immediately necessary for the proposed new Fire Station No. 5. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: September 2, 2025

Referred to Planning Commission

Second reading: _____

September 3, 2025

Third reading: _____

Favorable Recommendation
Approved: by Planning Commission
September 11, 2025

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2025-092 Amended: _____
1st Rdg. 09-02-25 Ref: PC/P2E
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

EASEMENT FOR WATER METER VAULT

KNOW ALL MEN BY THESE PRESENTS

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

SEE THE LEGAL DESCRIPTION ATTACHED AS EXHIBIT "A"

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

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

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

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

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

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

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

It is agreed that whatever party is named in this instrument there shall be intended and included in each case that party, his or her heirs, administrators, successors and/or assigns.

IN WITNESS WHEREOF, The Grantor(s) has caused this instrument to be executed on the _____ day of September, 2025.

Signed in the presence of:

Grantors:

City of Strongsville, Ohio

Thomas P. Perciak, Mayor

This instrument prepared by:

Neal M. Jamison, Law Director, City of Strongsville

STATE OF OHIO

}

}

SS:

COUNTY OF

Cuyahoga

}

Before me, a Notary Public in and for said County and State, personally appeared the above named Grantor(s)

City of Strongsville, Ohio, by its Mayor, Thomas P. Perciak,

who acknowledged that the signing of the foregoing instrument in my presence was a free and duly authorized act and deed.

IN WITNESS WHEREOF,

I have hereunto set my hand and official seal this _____ day of September, 2025.

Notary Public

The City of Cleveland by its Director of Public Utilities does hereby accept the grant of easement this _____ day of _____, _____, as authorized by Codified Ordinance Section 129.20.

Witness:

City of Cleveland

By: _____

Director of Public Utilities

The legal form and correctness of the within instrument is hereby approved.

Assistant Director of Law

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

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

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

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

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

Thence South $65^{\circ}24'19''$ West, continuing along the centerline of said Royalton Road, a distance of 198.35 feet;


Thence South $24^{\circ}35'41''$ East, a distance of 40.00 feet to a point on the Southerly right of way line for said Royalton Road and the principal place of beginning of the easement hereinafter described;

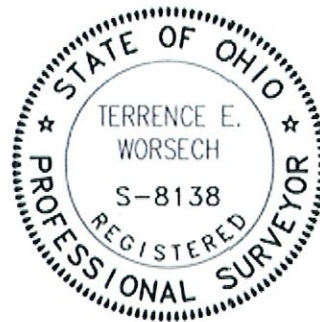
- | | |
|----------|--|
| Course 1 | Thence South $24^{\circ}35'41''$ East, a distance of 16.00 feet; |
| Course 2 | Thence South $65^{\circ}24'19''$ West, a distance of 16.00 feet; |
| Course 3 | Thence North $24^{\circ}35'41''$ West, a distance of 16.00 feet to a point on the Southerly right of way line of said Royalton Road; |
| Course 4 | Thence North $65^{\circ}24'19''$ East, along the Southerly right of way line of said Royalton Road, a distance of 16.00 feet to the principal place of beginning and containing 0.0059 Acres (256 Square Feet) of land according to a survey by Terrence E. Worsech, Ohio Registered Surveyor Number 81382, dated November 21, 2024. |

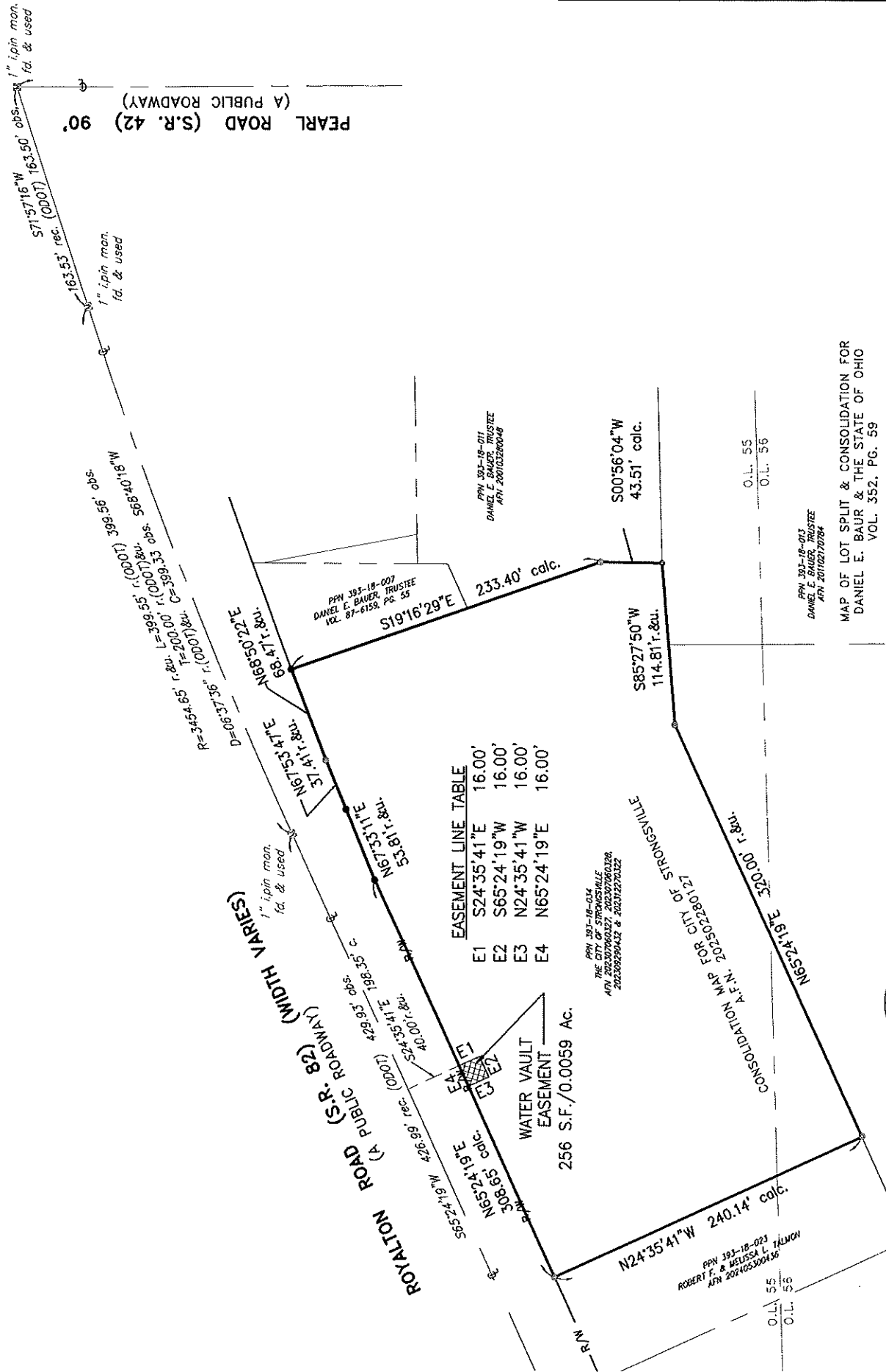
Legal Description
Strongsville Fire Station
Water Vault Easement
July 24, 2025
File No. 15033-LD001
Page 2 of 2

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

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


Terrence E. Worsech
Registered Surveyor No. 8138-Ohio





NEFF
& ASSOCIATES

6405 Highland Park Highway, Suite 200
Strongsville, Ohio 44136
Tel: 440.884.3100 Fax: 440.884.3104
www.neff-associates.com

STRONGSVILLE, OHIO
07/23/25 JOB#15033

WATER VAULT EASEMENT EXHIBIT

STRONGSVILLE FIRE STATION

MEMORANDUM

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

FROM: Mitzi Anderson, Administrator Boards & Commissions

SUBJECT: Referral to Council

DATE: September 12, 2025

Please be advised that at its Meeting of September 11, 2025, the Strongsville Planning Commission gave a Favorable Recommendation to the following:

ORDINANCE 2025-092

An Ordinance Authorizing the Mayor to Grant an Easement for Water Meter Vault Purposes to the City of Cleveland in Connection with the Construction and Installation of a Water Meter Vault for the Proposed New Fire Station No. 5, to be Constructed on the South Side of Royalton Road Between Pearl Road and Prospect Road, and Declaring an Emergency

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 101

By: Mayor Perciak and All Members of Council

AN ORDINANCE RATIFYING, APPROVING AND AUTHORIZING THE MAYOR AND DIRECTOR OF RECREATION & SENIOR SERVICES TO SUBMIT A PROPOSAL TO RECEIVE FUNDING FROM THE CUYAHOGA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF SENIOR AND ADULT SERVICES, THROUGH ITS COMMUNITY SOCIAL SERVICES PROGRAM (CSSP), IN CONNECTION WITH VARIOUS CITY SENIOR PROGRAMS, FUNCTIONS, AND TRANSPORTATION FOR 2026 AND 2027; AUTHORIZING EXECUTION OF ANY REQUIRED AGREEMENT AND DOCUMENTS RELATED THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, this Council, through Ordinance Nos. 2015-247, 2016-172, 2018-069, 2021-098 and 2023-112 authorized the Mayor and Director of Recreation & Senior Services to submit proposals and receive funding from the Cuyahoga County Department of Health and Human Services, Division of Senior and Adult Services, in order to provide senior developmental activities for its senior members; and

WHEREAS, Cuyahoga County has once again issued a Request for Proposal (RFP #15957) on behalf of its Division of Senior and Adult Services, soliciting proposals from agencies and organizations interested in providing 2026 Community Social Services Programs (adult development and transportation services) to Cuyahoga County; and

WHEREAS, the City of Strongsville's Department of Senior Services regularly offers and provides such services to its senior members; and

WHEREAS, the County's Community Social Services Program would provide reimbursements to the City for certain adult development activities now offered free to Strongsville Senior Center members relating to adult development and transportation trips for total funds in the approximate amount of \$242,100.00 for the years 2026 and 2027; and

WHEREAS, the City's Department of Senior Services has a need to provide and fund such senior developmental activities for its senior members; and

WHEREAS, the Council and City Administration, therefore, are desirous of again submitting a proposal to Cuyahoga County in order to participate in funding for the above senior adult developmental activities for the City's Senior Center.

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

Section 1. That this Council hereby ratifies and approves that the Mayor and Director of Recreation & Senior Services submit a proposal for and accept funds in the approximate amount of \$242,100.00 for the years 2026 and 2027 from the Cuyahoga County Department of Health and Human Services, Division of Senior and Adult Services, through its Community Social Services Program, to assist the City of Strongsville's senior adult developmental programs, including adult development and transportation, as more fully set forth in the

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2025 - 101
Page 2

Request for Proposal on file with the City's Director of Recreation & Senior Services; and further authorizing the Mayor to execute any required Agreement, and to further provide, execute and deliver such other information as may be required in connection therewith.

Section 2. That the Mayor, the Director of Finance, Director of Recreation & Senior Services and/or their designees be and are hereby authorized to do any and all other things necessary to perform the terms and conditions required by Cuyahoga County in this regard and in accordance with their respective responsibilities thereunder.

Section 3. That any funds required to meet the City's obligation, if any, under this Ordinance and the Request for Proposal will be appropriated and paid from the Multi-Purpose Complex 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 was immediately necessary to timely submit a proposal and be awarded such funding in order to continue and enhance the senior adult-related programs of the City's Department of Senior Services, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2025-101 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2025 – 108

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 2025, to be collected in year 2026; 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, 2026; 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				0.00
General Bond Retirement Fund			2.30	
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. 2025 - 102
Page 4

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

RES
~~Ord.~~ No. 2025-102 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. 2025-_____ 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 15th day of September, 2025.

Aimee Pientka, Clerk of Council

Resolution No. 2025 – 102

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 15, 2025

Aimee Pientka, Clerk of Council

Filed _____, 2025

County Fiscal Officer

By

Deputy

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2025 – 103

By: Mayor Perciak and All Members of Council

**A RESOLUTION CONSENTING TO THE TERMS OF EACH OF
THE SECONDARY MANUFACTURERS' SETTLEMENTS IN
CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION,
AUTHORIZING THE MAYOR TO EXECUTE A COMBINED
SUBDIVISION PARTICIPATION AND RELEASE FORM FOR
THE SECONDARY MANUFACTURERS' SETTLEMENTS, AND
DECLARING AN EMERGENCY.**

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

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

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

WHEREAS, however, at this time, the City's Special Legal Counsel has finalized terms of separate settlements with Alvogen, Inc., Apotex Corp., Amneal Pharmaceuticals LLC, Hikma Pharmaceuticals USA Inc., Indivior Inc., Viatris Inc. ("Mylan"), Sun Pharmaceutical Industries, Inc. and Zydus Pharmaceuticals (USA) Inc., collectively known as "the Secondary Manufacturers"; and

WHEREAS, this Council wishes to agree to the terms of the Secondary Manufacturers' Settlements pertaining to Governmental Entities, in order that the City will be entitled to the benefits provided therein, including monetary payments.

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

Section 1. That this Council hereby consents to the terms of each of the Secondary Manufacturers' Settlements, as stated above, pertaining to Governmental Entities on behalf of the City of Strongsville.

Section 2. That this Council hereby authorizes the Mayor to execute the *Secondary Manufacturers' Combined Subdivision Participation and Release Form* on behalf of the City of Strongsville, which is attached hereto as Exhibit "1" and incorporated herein.

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

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2025 - 103
Page 2

Section 4. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to consent to the City's participation in the proposed Secondary Manufacturers' Settlements, in order to protect the City's interests to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members 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	_____	_____
Spring	_____	_____

Attest: _____
Clerk of Council

RES
~~Ord.~~ No. 2025-103 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

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

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity

authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.

way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

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

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

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void *only as to* those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.

I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Thomas P. Perciak

Title: Mayor

Date: _____