

City of Strongsville

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

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

October 16, 2025

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, October 20, 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 6:45 p.m. All committees listed will meet immediately following the previous committee:

6:45 P.M.

Public Service & Conservation Committee will meet to discuss Ordinance No. 2025-115.

Public Safety & Health Committee will meet to discuss Ordinance Nos. 2025-116 and 2025-117.

A motion will be made to approve the October 6, 2025 committee meeting minutes.

Planning, Zoning & Engineering Committee will meet to discuss Ordinance No. 2025-118 and Resolution No. 2025-119.

Finance Committee will meet to discuss Ordinance Nos. 2025-120, 2025-121 and 2025-122.

Committee of the Whole will meet to discuss Ordinance Nos. 2025-123, 2025-124 and 2025-125.

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, OCTOBER 20, 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 – October 6, 2025*
6. APPOINTMENTS, CONFIRMATIONS AWARDS AND RECOGNITION:
 - Presentation by The Strongsville St. Francis of Assisi Council of the Knights of Columbus:
 - 2025 Firefighter of the Year: Lt. Mark Biley
 - 2025 Police Officer of the Year: Det. Steven Vanek
 - 2025 Dispatcher of the Year: Dispatcher Rachel Slavin
 - 2025 Dispatcher of the Year: Dispatcher Jennifer Mushe
 - Presentation of 2025 Strongsville Police Department Recognition Awards:
 - Ptl. Kaitlin Smead – Professionalism
 - Ptl. Brent Robinson – Quality Service
 - Sgt. Steve Piorkowski – Life Saving Award
 - Ptl. Dan Whelan – Life Saving Award
 - Ptl. Bryan Kadlec – Life Saving Award
 - Ptl. Nick Prochaska – Life Saving Award
 - Det. Jason Glover – Prosecutor Gambino Award
 - K-9 Storm – Retirement Award
 - Jennifer Mahoney – Citizen Award
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. 2025-115 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ADDENDUM FOR A FIVE-YEAR EXTENSION OF THE CONTRACT BETWEEN THE CITY AND BROWNING-FERRIS INDUSTRIES OF OHIO, INC., FOR THE FURNISHING OF SOLID WASTE, RECYCLABLE AND YARD WASTE COLLECTION SERVICES, AND FOR THE OPERATION AND MAINTENANCE OF THE STRONGSVILLE TRANSFER STATION AND THE RECEIPT, TRANSPORT AND DISPOSAL OF SOLID WASTE OF THE CITY OF STRONGSVILLE, WITHOUT FURTHER PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
 - Ordinance No. 2025-116 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CUYAHOGA COUNTY BOARD OF HEALTH FOR HEALTH SERVICES FOR THE CITY OF STRONGSVILLE, FOR THE CALENDAR YEARS 2026 AND 2027, AND DECLARING AN EMERGENCY.
 - Ordinance No. 2025-117 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE OHIO TRAFFIC SAFETY OFFICE IN CONNECTION WITH FUNDS AVAILABLE THROUGH THE FFY 2026 TRAFFIC SAFETY GRANT PROGRAM FOR TRAFFIC AND OVI ENFORCEMENT; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
 - Ordinance No. 2025-118 by Mayor Perciak and All Members of Council. AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE PLAT OF PINE LAKES CROSSING SUBDIVISION PHASE 2 IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
 - Resolution No. 2025-119 by Mayor Perciak and All Members of Council. A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN PINE LAKES CROSSING SUBDIVISION PHASE 2 IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

- Ordinance No. 2025-120 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 A BRUSTERS MUNICIPAL 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.
- Ordinance No. 2025-121 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 A DOLLAR GENERAL MUNICIPAL 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.
- Ordinance No. 2025-122 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 A SHEETZ WEST MUNICIPAL 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.
- Ordinance No. 2025-123 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE FRATERNAL ORDER OF THE POLICE, PARMA LODGE #15 (RADIO DISPATCHERS UNIT) AND THE CITY OF STRONGSVILLE THROUGH DECEMBER 31, 2027, AND DECLARING AN EMERGENCY.
- Ordinance No. 2025-124 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF STRONGSVILLE AND THE TEAMSTERS LOCAL UNION NO. 52 (BUILDING INSPECTORS), IN ORDER TO AMEND THE COLLECTIVE BARGAINING AGREEMENT CONCERNING WAGES AND EFFECTIVE THROUGH DECEMBER 31, 2027, AND DECLARING AN EMERGENCY.

- Ordinance No. 2025-125 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF STRONGSVILLE AND THE TEAMSTERS LOCAL UNION NO. 52 (SERVICE WORKERS), IN ORDER TO AMEND THE COLLECTIVE BARGAINING AGREEMENT CONCERNING WAGES AND EFFECTIVE THROUGH DECEMBER 31, 2027, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:
12. MISCELLANEOUS BUSINESS:
13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 115

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN ADDENDUM FOR A FIVE-YEAR EXTENSION OF THE CONTRACT BETWEEN THE CITY AND BROWNING-FERRIS INDUSTRIES OF OHIO, INC., FOR THE FURNISHING OF SOLID WASTE, RECYCLABLE AND YARD WASTE COLLECTION SERVICES, AND FOR THE OPERATION AND MAINTENANCE OF THE STRONGSVILLE TRANSFER STATION AND THE RECEIPT, TRANSPORT AND DISPOSAL OF SOLID WASTE OF THE CITY OF STRONGSVILLE, WITHOUT FURTHER PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, on or about September 8, 2020, and after competitive bidding, this Council adopted Ordinance No. 2020-120 authorizing the Mayor to enter into a contract with Browning-Ferris Industries of Ohio, Inc., dba Republic Services (hereinafter "Browning-Ferris") for the furnishing of solid waste, recyclable and yard waste collection services; and the operation and maintenance of the Strongsville Transfer Station and the receipt, transport and disposal of solid waste of the City of Strongsville, hereinafter referred to as "the Solid Waste Agreement"; and

WHEREAS, the Solid Waste Agreement authorizes an extension of the initial term of the Agreement for one successive additional five (5) year term commencing January 1, 2026 by agreement of the parties on the same terms and conditions, but with compensation to be negotiated; and

WHEREAS, after negotiation with the City, Browning-Ferris has now submitted a final negotiated proposal for such extension, a copy of which is attached hereto as part of Exhibit A and incorporated herein; and

WHEREAS, the City and Browning-Ferris are desirous of entering into an Addendum to the Solid Waste Agreement to set forth the terms and conditions applicable to such extension.

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 that the final proposal submitted by Browning-Ferris for the extension of the Solid Waste Agreement for a successive additional five (5) year term commencing January 1, 2026, is in compliance with the applicable requirements of the Solid Waste Agreement, and is competitive, fair and reasonable, and in the best interests of the City.

Section 2. That accordingly, the Mayor be and hereby is authorized and directed to enter into an Addendum to the Solid Waste Agreement with Browning-Ferris, in the form which is attached hereto as Exhibit A and incorporated herein by reference as the same may be approved by the Law Director, and which, in all respects, is hereby approved (the "Addendum to Agreement"), and at the unit prices reflected in said Exhibit A, and in a total amount not to

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 115

Page 2

exceed \$19,330,558.59, based upon estimated volumes for the five (5) year period commencing January 1, 2026.

Section 3. That the funds necessary for the purposes of the Addendum to Agreement shall be paid commencing January 1, 2026 from the General Fund consistent with future appropriations sufficient to meet the contractual obligation.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said Addendum to Agreement in order to continue the operation, maintenance and management of the aforesaid facilities and appurtenances, and to secure and conserve public funds. Therefore, provided this Ordinance receives the unanimous affirmative 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	_____	_____
Spring	_____	_____

Attest: _____
Clerk of Council

Ord. No. 2025-115 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE/BROWNING-FERRIS INDUSTRIES OF OHIO, INC.

**ADDENDUM TO AGREEMENT FOR FURNISHING OF SOLID WASTE,
RECYCLABLE AND YARD WASTE COLLECTION SERVICES,
AND THE OPERATION AND MAINTENANCE OF THE STRONGSVILLE
TRANSFER STATION AND THE RECEIPT, TRANSPORT AND
DISPOSAL OF SOLID WASTE OF THE CITY OF STRONGSVILLE**

THIS ADDENDUM TO AGREEMENT is made and entered into on this ____ day of _____, 2025, by and between the **CITY OF STRONGSVILLE, OHIO**, an Ohio municipal corporation with its principal place of business located at 16099 Foltz Parkway, Strongsville, Ohio 44149 (hereinafter "City"), and **BROWNING-FERRIS INDUSTRIES OF OHIO, INC.**, a Delaware Corporation, dba "Republic Services," located at 40195 Butternut Ridge Road, Elyria, Ohio 44035 (hereinafter "BFI" or "Contractor").

WHEREAS, on or about September 8, 2020, and after competitive bidding, the City's Council adopted Ordinance No. 2020-120 authorizing the Mayor to enter into a contract with Browning-Ferris Industries of Ohio, Inc., dba Republic Services for the furnishing of solid waste, recyclable and yard waste collection services; and the operation and maintenance of the Strongsville Transfer Station and the receipt, transport and disposal of solid waste of the City of Strongsville, which Agreement was executed and implemented, hereinafter referred to as "the Solid Waste Agreement"; and

WHEREAS, the Solid Waste Agreement authorizes an extension of the initial term of the agreement for one successive additional five (5) year term commencing January 1, 2026 by agreement of the parties on the same terms and conditions, but with compensation to be negotiated; and

WHEREAS, after negotiation with the City, Browning-Ferris has now submitted a final negotiated proposal for such five (5) year extension, a copy of which is attached hereto as Exhibit A and incorporated herein, reflecting unit prices which based upon estimated volumes, total not to exceed charges of \$19,330,558.59 for such period; and

WHEREAS, the City and Browning-Ferris are desirous of entering into this Addendum to the Solid Waste Agreement to set forth the terms and conditions applicable to such extension.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements hereinafter set forth, City and BFI agree as follows:

A. The following provisions of the Solid Waste Agreement shall be amended to read as set forth below:

- 1.01 Agreement** – shall mean this Agreement including all Parts thereof between the Contractor and the City including all Exhibits and Appendices, the bid responses accepted by the City, and all other Contract Documents, **including and as modified by any Addendum to the Contract.**

* * *

EX.A

5.00 COMPENSATION

In consideration of the Contractor's satisfactory performance of all of the services under this Part I of the Agreement, the City shall pay to the Contractor in the manner set forth in the Bid Appendices A, B and C, and at the compensation rates ~~in the respective Bid Forms A, B and C, Summary, and/or any alternative bid proposal accepted by the City in Exhibit A to the Contract Addendum~~, which ~~are~~ ^{is} made a part of this Agreement, but with respect to and computed based upon the actual number of Residential Units serviced.

* * *

17.00 COMPENSATION TO AND ADDITIONAL COSTS TO BE BORNE BY CONTRACTOR DURING THE AGREEMENT TERM

- 17.01 Commencing on the Effective Date of this Agreement, Contractor shall receive and accept all City Solid Waste at the Transfer Station and City shall pay to Contractor a Services Fee for the performance of the Services under only this Part II of the Agreement based upon the rates set forth in ~~the Bid Form D and Summary attached hereto, Exhibit A to the Contract Addendum~~, but based upon actual tonnage each month.

The rates shall be exclusive of current or future applicable governmental taxes or surcharges, if any, with respect to the Transfer Station.

* * *

B. The total of all the above compensation to be paid by the City to BFI during the five (5) year contract extension commencing January 1, 2026 shall not exceed the sum of \$19,330,558.59

C. The Contract/Performance Bond required by Section 7.00 of the original Agreement shall be properly increased effective January 1, 2026, and thereafter to reflect the new compensation rates and annual estimated volume figures, all as reflected on Exhibit A to this Addendum.

D. Only those provisions specifically set forth in the within Addendum to Agreement have been modified or amended; and otherwise, the original Agreement, including each and every other term, condition, provision, section and subsection shall remain unchanged, and in full force and effect.

IN WITNESS WHEREOF, the City and BFI, by and through their duly authorized officers and representatives, have executed this Addendum to Solid Waste Agreement as of the date first above written.

Signed in the presence of:

"BFI"/"CONTRACTOR"
BROWNING-FERRIS INDUSTRIES
OF OHIO, INC.

Browning-Ferris Industries of Ohio, Inc.
d/b/a Republic Services of Elyria

Chase Ritenauer

General Manager

By: _____

Its: _____

"CITY"
CITY OF STRONGSVILLE, OHIO

By: _____

Thomas P. Perciak

Its: Mayor

CERTIFICATION OF FUNDS

I, Eric Dean, Director of Finance for the City of Strongsville, Ohio do hereby certify that the monies required to meet the requirements of this Addendum to Solid Waste Agreement, commencing January 1, 2026, will be subject to future annual appropriations by City Council providing for payment of such obligations from the City's General Fund, free from prior encumbrance and in accordance with law.

Date

Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Addendum to Solid Waste Agreement this _____ day of _____, 2025.

Neal M. Jamison, Law Director

City of Strongsville 5 Year Extension Pricing
Republic Services at 12/31/25

Item	Pricing					
	2025 Current	2025	2027	2028	2029	2030
A Solid Waste Collection and Disposal Percent Change	Per Unit \$ 7.75 \$	8.53 \$ 10.06%	9.21 \$ 8.00%	9.95 \$ 8.00%	10.75 \$ 8.00%	11.60 \$ 8.00%
B Recyclable Material Collection and Processing Percent Change	Per Unit \$ 2.81 \$	3.00 \$ 6.76%	3.24 \$ 8.00%	3.50 \$ 8.00%	3.78 \$ 8.00%	4.08 \$ 8.00%
Municipal Facilities Solid Waste, Recyclable						
C Material Collection & Disposal and Processing Percent Change	Per Month \$ 3,452.00 \$	3,607.34 \$ 4.50%	3,769.67 \$ 4.50%	3,939.31 \$ 4.50%	4,116.57 \$ 4.50%	4,301.82 \$ 4.50%
D City Solid Waste Disposal Percent Change	Per Ton \$ 41.86 \$	44.15 \$ 5.47%	47.75 \$ 8.16%	51.64 \$ 8.15%	55.85 \$ 8.15%	60.39 \$ 8.14%
E Royalty Fee for Volume Percent Change	Per Ton \$ 1.15 \$	1.15 \$ 0.00%	1.15 \$ 0.00%	1.15 \$ 0.00%	1.15 \$ 0.00%	1.15 \$ 0.00%
BASED ON						
Municipal Facility Collection @	12 \$ 41,424.00 \$	43,288.08 \$	45,236.04 \$	47,271.72 \$	49,398.84 \$	51,621.84 \$
Number of Stops (A + B Per Unit Charge)	16,482 \$ 2,088,599.04 \$	2,280,449.52 \$	2,462,885.48 \$	2,659,916.32 \$	2,872,709.63 \$	3,102,526.40 \$
Tons Processed Per Year	22,000 \$ 920,920.00 \$	971,280.88 \$	1,050,498.44 \$	1,136,121.52 \$	1,228,665.85 \$	1,328,688.03 \$
Annual Budget	\$ 3,050,943.04 \$	3,295,018.48 \$	3,558,619.96 \$	3,843,309.56 \$	4,150,774.32 \$	4,482,836.27 \$
OVERALL ANNUAL INCREASE		8.00%	8.00%	8.00%	8.00%	8.00%

EXHIBIT A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 116

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CUYAHOGA COUNTY BOARD OF HEALTH FOR HEALTH SERVICES FOR THE CITY OF STRONGSVILLE, FOR THE CALENDAR YEARS 2026 AND 2027, AND DECLARING AN EMERGENCY.

WHEREAS, the law requires each city in Ohio to provide health services either through its own city health district or by contract with a county health district or an adjacent city health district; and

WHEREAS, the Cuyahoga County Board of Health has again agreed to provide such services to the City of Strongsville by means of an Agreement for the two-year period of January 1, 2026 through December 31, 2027; and

WHEREAS, the City, therefore, is willing to enter into an Agreement with the Cuyahoga County Board of Health to provide services in accordance with the terms and conditions of Ohio law and a Public Health Services Agreement, which is attached hereto as Exhibit "1" and made a part hereof.

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 two-year Public Health Services Agreement with the Cuyahoga County Board of Health, in the form attached hereto as Exhibit "1" to provide health services for residents of the City of Strongsville to be furnished during the calendar year 2026, commencing January 1, 2026 and continuing through December 31, 2026, at the total annual cost of Four Hundred Sixteen Thousand Five Hundred Fifty-Nine and 00/100 Dollars (\$416,559.00), payable in equal semi-annual installments of Two Hundred Eight Thousand Two Hundred Seventy-Nine and 50/100 Dollars (\$208,279.50); and further for the calendar year 2027, commencing January 1, 2027 and continuing through December 31, 2027, at the total annual cost of Four Hundred Sixty-Six Thousand Seven Hundred Seventy and 00/100 Dollars (\$466,770.00), payable in equal semi-annual installments of Two Hundred Thirty-Three Thousand Three Hundred Eighty-Five and 00/100 Dollars (\$233,385.00).

Section 2. That the Clerk of this Council be and is hereby directed to cause a certified copy of this Ordinance, along with the executed Agreement, to be transmitted to Erik C. Hamilton, Operations Administrator, Cuyahoga County Board of Health, 5550 Venture Dr., Parma, Ohio 44130.

Section 3. That the funds for the purposes of this Ordinance shall be deducted directly by the Cuyahoga County Fiscal Officer from the regular property tax settlements for the calendar years 2026 and 2027, and paid to the credit of the Board, as set out in the attached Exhibit "1".

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 such Contract is necessary in order to continue to furnish the legally required health services to the residents of the City of Strongsville beginning on January 1, 2026 and continuing through December 31, 2027. 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	_____	_____
Spring	_____	_____

Attest: _____
Clerk of Council

Ord. No. 2025-116 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

PUBLIC HEALTH SERVICES AGREEMENT
(City with a General Health District - Authority--Sec. 3709.08 O.R.C.)

This Agreement is entered into on the **1st day of January, 2026** ("Effective Date") by and between the **Cuyahoga County Board of Health** (the "Board"), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the **City of Strongsville**, a political subdivision, with its principal office located at 16099 Foltz Industrial Parkway Strongsville, Ohio 44149 (the "City"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS, Cuyahoga County Board of Health is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01 and is endowed with all of the statutory and other authority granted to it by reason of the Ohio Statutes as amended from time to time by the State Legislature; and

WHEREAS, the City has continued to have a city public health district as required by Ohio law; and

WHEREAS, pursuant to ORC Section 3709.01, each city in the State constitutes a health district and each county is a "general health district," and as provided for in ORC Sections 3709.051, 3709.07, and 3709.10, there may be a union of a general health district and a city health district; and

WHEREAS, ORC Section 3709.08 authorizes cities and villages in Cuyahoga County to enter into an Agreement with the Cuyahoga County General Health District on certain terms and conditions; and

WHEREAS, the District Advisory Council of the Cuyahoga County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 20, 2025 at which by a majority vote of members representing the townships and villages of said county, did vote affirmatively on the question of providing public health services to the cities in Cuyahoga County, and did authorize the Chairman of the District Advisory Council to enter into an Agreement with the Mayor of the City for providing public health services therein; and

WHEREAS, the Board is engaged in the governance of providing public health services as described in this Agreement, has the knowledge, skill, and resources to provide such services, and desires to perform such services for or on behalf of the Board for the City; and

WHEREAS, the City is willing to enter into an Agreement with the Board to provide such services in accordance with the terms and conditions of Ohio law and this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. EFFECTIVE DATE, TERM AND TERMINATION.

- (a) **Effective Date, Term.** This Agreement shall commence on the Effective Date first stated above and shall continue through **December 31, 2027**, unless earlier terminated pursuant to Section 1(b).
- (b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:
 - (i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;

- (ii) Upon nine (9) months written notice, or on or before April 1 of the year prior to termination by either party for any reason.

1. THE SERVICES.

- (a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the City and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as **Exhibit A**, which Exhibit is incorporated herein.
- (b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.
- (c) **Standard of Performance of Services.** The Board will devote such time and will use its best efforts as necessary to perform the Services in a professional manner that: (i) is consistent with the standards of its industry and in a good and workmanlike manner, and (ii) utilizes the care, skill, and diligence normally applied by other similar boards of health in the performance of services similar to the Services.
- (d) The City shall provide suitable space for the Board employees who make regular visits to the City on a daily or weekly basis.

2. PAYMENT.

- (a) **Compensation.** Compensation is based on the ten (10) year census population estimate for the City and a per capita rate established by the Board. The per capita rate is the same rate applied to all Villages, Townships in the general health district as well as for all cities that enter into a Public Health Services Agreement with the Board. The most recent ten (10) year census for population in the City dated September 2021, is 46,491 residents. The current per capita rate established by the Board is \$8.96 per capita for calendar year 2026 and \$10.04 per capita for calendar year 2027. The total amount due based on the per capita rate will be Four hundred and sixteen thousand five hundred and fifty-nine dollars (\$416,559.00) for calendar year 2026 and be Four hundred and sixty-six thousand, seven hundred and seventy dollars (\$466,770.00) for calendar year 2027. The Board reserves the right to change its per capita rate, as considered on an annual basis, based on current economic conditions and public health needs. In the event that the Board votes to make a change in the per capita rate, said change shall be limited to annual rates effective on January 1 for the following calendar year. The Board shall provide notice of the change in the per capita rate for the coming calendar year on or before October 31st of the current calendar year.
- (b) In consideration for the health services described in Exhibit A, which will be provided by the Board to and within the City, the City shall pay to the Board the total annual sum Four hundred and sixteen thousand five hundred and fifty-nine dollars (\$416,559.00) for calendar year 2026 and the total annual sum of Four hundred and sixty-six thousand, seven hundred and seventy dollars (\$466,770.00) for calendar year 2027. The City hereby directs the Fiscal Officer of Cuyahoga County to place to the credit of the Board and the Fiscal Office of Cuyahoga County is hereby authorized and directed to deduct the sum stated above in equal, semi-annual installments of Two hundred and eight thousand, two hundred and seventy-nine dollars and fifty cents (\$208,279.50) from the regular property tax settlement to be made for said City for calendar year 2026 and Two hundred and thirty-three thousand, three hundred and eighty-five dollars (\$233,385.00) from the regular property tax settlement to be made for said City for calendar year 2027.

4. RECORDS.

- (a) The Board shall maintain copies of all records created or received by the Board in the performance of the work under this Agreement as required by Ohio's public records law. Any records created or received as a part of this Agreement shall be made available to the City upon request subject to exceptions listed below.
- (b) Any non-private health information in confidential records or information in the records created by the Board or that come into the possession of the Board under this Agreement shall, if provided to the City, be kept confidential by the City.
- (c) The Board is prohibited by State and Federal law from sharing protected health information and said records will not be shared with the City unless there is compliance with the proper method for release of said information.

5. NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.

In performing the services specified under the terms of this Agreement, the Board shall not assign, transfer, or delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement, unless such subcontracting is specified in this Agreement or its Exhibits, or unless prior written consent is provided by the City.

6. INDEPENDENT AGREEMENT.

- (a) The Board hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the City. The Board shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation for its employees, and the City will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Board provide personal services to the City are not public employees of the City under Ohio state law.
- (b) No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Agreement. Inasmuch as the City is interested in the Board's end product, the City does not control the manner in which the Board performs this Agreement.

7. NOTICES.

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

TO THE BOARD:

Cuyahoga County Board of Health
Attention: Roderick Harris, Health Commissioner
5550 Venture Drive
Parma, Ohio 44130

TO THE CITY:

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

And

City of Strongsville
Attention: Director of Law
16099 Foltz Industrial Parkway
Strongsville, Ohio 44149

5. EFFECT OF ELECTRONIC SIGNATURE

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

6. APPLICABLE LAW AND VENUE

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the Agreement, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

7. SEVERABILITY.

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this Agreement.

8. AMENDMENT

This Agreement shall not be modified except by the express written consent by both parties hereto.

9. WAIVER.

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

10. FORCE MAJEURE.

Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

11. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

5. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this Agreement.

FOR THE BOARD:

Mayor David Smith
President District Advisory Council

Date: _____

Approved as to form.
Cuyahoga County Board of Health
Office of General Counsel

By: _____

Date: _____

FOR THE CITY:

Mayor Thomas Perciak

Date: _____

Approved as to form.

By: _____
Director of Law

Date: _____

EXHIBIT A

SCOPE OF WORK

The General Health District of Cuyahoga County, Ohio, hereby agrees to provide health services for the **City of Strongsville** for the calendar years 2026 and 2027 as set forth below ("Services").

- The Board shall have full authority to be and act as the public health authority for the City.
- The Services described in the schedule listed below in this Exhibit will be provided by the District Board of Health of Cuyahoga County ("Board") to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.
- Air pollution enforcement services, as described in Chapter 3704 of the Ohio Revised Code ("ORC"), will be conducted through the designated agent, the Cleveland Division of Air Pollution Control, not by the Board. This authorization is contingent upon renewal of the Agreement between the Ohio EPA and the City of Cleveland and satisfactory performance of the Agreement terms and conditions regarding air pollution control in Cuyahoga County. The Board of Health reserves the right to alter, modify or amend this Agreement provision with notice to the City.
- The following specific services shall be a part of the Services provided under this Agreement:

List of Functions, Programs and Services

Animal Control and Shelter:
Rabies Surveillance – Animal bite follow up
Environmental Health - State Programs:
Food Service Operation Licensing/ Inspection/Education
Retail Food Establishment Licensing & Inspection.
School Facilities Inspection
Smoke Free Workplace Enforcement
Public Swimming Pool & Spa Licensing & Inspection
Tattoo & Body Piercing Enforcement
Temporary Park Camp Licensing/Inspection/Enforcement
Clean Indoor Air Regulation - complaint based response
Home Day Care Inspections - USDA Inspections Only/Fee for Service
Nuisance & Vector Control
Residential Housing/Commercial Building Inspection - complaint based response
Solid Waste Enforcement
West Nile Virus Prevention/Mosquito Control
Animal Venue Licensing/Inspection/Enforcement
Emergency Preparedness:
Public Health Emergency Preparedness (PHEP)
Planning and Cities' Readiness Initiative activities
Emergency Management Committee - participation

Development of Local Emergency Response Plan - participation
Community Outreach and Education
Northeast Ohio Regional Public Health Partnership - participation
Epidemiology, Surveillance, Investigation Services:
Reportable Infectious Disease investigation and follow-up (excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Regional Infection Control Committee – participation
NEO Regional. Epidemiology Response Team – participation
Health Promotion: (As Appropriate)
Immunization Program:
Childhood and Adult Vaccine Administration Services - Fee for Service. Most insurance accepted, by appointment. Charges may be waived for inability to pay.
Seasonal Influenza vaccine clinics - Fee for Service, most insurance accepted.
Immunize Ohio- participation
Jail Inmate Health Services:
Jail Inspection - provided once annually
Lead Poisoning Prevention:
Pediatric blood lead testing - Fee for Service. Charges may be waived for inability to pay
Case management
Environmental Assessment - Limited fee for service
Community Education and Outreach
Greater Cleveland Healthy Homes Advisory Council
Occupational Health:
Immunizations and Tuberculosis screenings - Fee for Service
Bureau for Children with Medical Handicaps (BCMh) Public Health Nursing Services
Administrative Services:
Administration
Grant Writing & Management
Budget
Records Management
Accounts Payable, Accounts Receivable
Data Entry & Program Management
Reports - Financial & Statistical
Payroll

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 117

By: Mayor Perciak and All Members of Council

AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE WITH THE OHIO TRAFFIC SAFETY OFFICE IN CONNECTION WITH FUNDS AVAILABLE THROUGH THE FFY 2026 TRAFFIC SAFETY GRANT PROGRAM FOR TRAFFIC AND OVI ENFORCEMENT; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the Federal Highway Safety Act of 1966 directed the National Highway Traffic Safety Administration and Federal Highway Administration of the U.S. Department of Transportation to jointly administer various highway safety activities; and

WHEREAS, this Federal grant program provides federal funds administered through the Ohio Department of Public Safety, Ohio State Highway Patrol/Ohio Traffic Safety Office to eligible entities to be used in part for, but not limited to, traffic safety education, enforcement and awareness; and

WHEREAS, the City has been notified that its application for Federal Fiscal Year (FFY) 2026 grant funds has been approved, and funds have been awarded to the City of Strongsville in the amount of \$43,190.86, on a reimbursement basis, to be utilized for selective traffic enforcement and OVI enforcement; and

WHEREAS, the City is desirous of accepting such award.

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

Section 1. That this Council hereby ratifies and approves the filing of an application with the Ohio Traffic Safety Office, for Federal Fiscal Year (FFY) 2026 grant funds available through the Ohio Department of Public Safety and Ohio State Highway Patrol/Ohio Traffic Safety Office.

Section 2. That this Council further approves the acceptance of the award of funding in the amount of \$43,190.86 to be used for selective traffic enforcement and OVI enforcement, and hereby authorizes and directs the Mayor and 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.

Section 3. That any funds required to meet the City's obligation under said application and award of grant funds have been appropriated and shall be paid from the General 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, approve and authorize the filing of this application for financial assistance in order to participate in the Ohio Traffic Safety Office FFY 2026 grant program 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: _____

Yea

Nay

Carbone
Clark
Kaminski
Kosek
Roff
Short
Spring

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2025-117 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 118

By: Mayor Perciak and All Members of Council

**AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES
ONLY THE PLAT OF PINE LAKES CROSSING SUBDIVISION
PHASE 2 IN THE CITY OF STRONGSVILLE, AND DECLARING
AN EMERGENCY.**

WHEREAS, the plat of Pine Lakes Crossing Subdivision Phase 2, is being submitted to this Council for review pursuant to Title Four of Part Twelve entitled "Subdivision Regulations" of the Codified Ordinances of the City of Strongsville; and

WHEREAS, Lipovits Construction, Inc., the owner of said Subdivision, has submitted the Subdivision plat (attached hereto as Exhibit 1) to the Planning Commission of the City of Strongsville, and the Planning Commission approved the plat on February 27, 2025; and

WHEREAS, the City Engineer has reviewed the aforesaid plat and documents, and finds them in good order and has approved them, and recommends to Council that this Subdivision be approved for recording purposes only; and

WHEREAS, this Council desires to approve the aforesaid plat for recording purposes only.

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

Section 1. That, pursuant to Section 1228.03 of the Codified Ordinances of the City of Strongsville, this Council hereby approves the form of security by the owner, and the terms and conditions of the Agreement between the City and the Owner, attached hereto as Exhibit 2; and it is hereby determined that all of the improvements as shown on the improvement plans on file with the City Engineer and/or required by Section 1228.01 shall be installed in the manner required by the ordinances of the City on or before September 1, 2026.

Section 2. That the Mayor be and is hereby authorized to execute the aforesaid Agreement (Exhibit 2) and to do or delegate to appropriate officers and employees of the City the performance of all things necessary to implement and carry out such Agreement.

Section 3. That, subject to the aforesaid Agreement, the Council of the City of Strongsville does hereby approve the Subdivision plat submitted by Lipovits Construction, Inc., owner of Pine Lakes Crossing Subdivision Phase 2, in the City of Strongsville for recording purposes only.

Section 4. That the City Engineer be and is hereby authorized to accept the necessary plat and documents, which he shall keep on file on behalf of the City after recording them with the Cuyahoga County Fiscal Officer. The Engineer is further directed to endorse on the plat that the plat is to be recorded for recording purposes only, and not for dedication.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 118

Page 2

Section 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of 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 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville, and to conform to legal requirements. 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	_____	_____
Spring	_____	_____

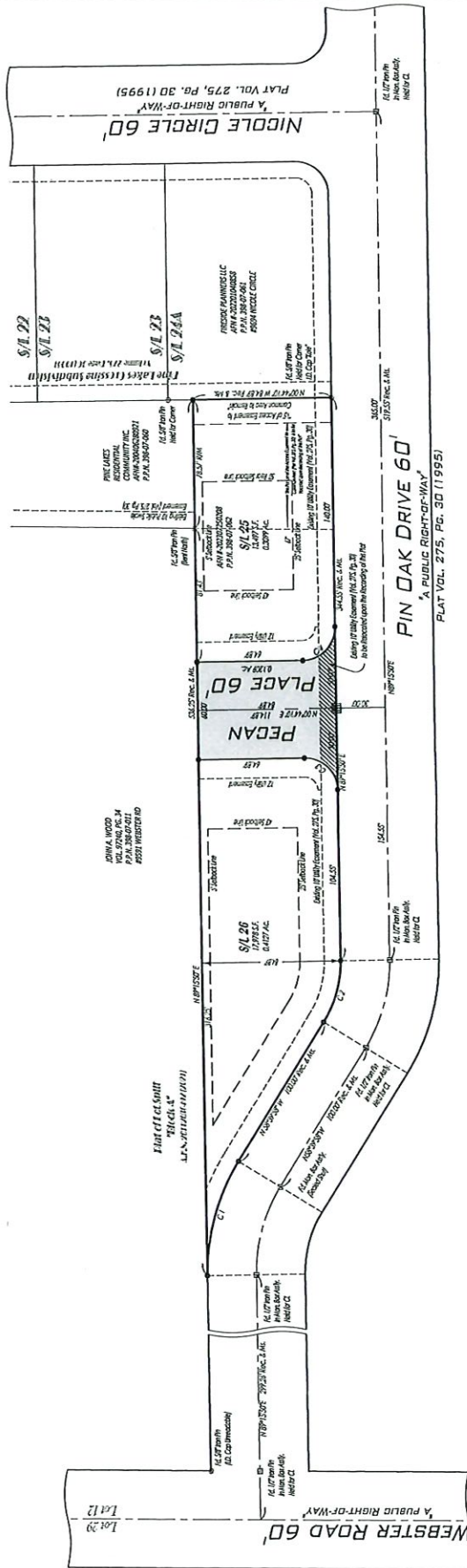
Attest: _____
Clerk of Council

Ord. No. 2025-118 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	71.63'	130.00'	37.83'	72.65'	N74°30'35"W	30°27'10"
C2	39.65'	70.00'	20.37'	39.12'	N74°30'30"W	30°27'10"
C3	31.42'	20.00'	20.00'	N44°15'30"E	90°00'00"	90°00'00"
C4	31.42'	20.00'	20.00'	20.28'	N45°44'10"W	90°00'00"



Survey References
COUNTY TAX MAPS (AS NOTED)
COUNTY RECORD DEEDS (AS NOTED)
COUNTY RECORD PLATS (AS NOTED)
COUNTY ROAD RECORDS (AS NOTED)
SURVEY PERFORMED BY (AS NOTED)



**POLARIS ENGINEERING
and SURVEYING, INC.**
34600 CHARDON ROAD - SUITE D
WILLOUGHBY HILLS, OHIO 44094
(440) 944-4433 (440) 944-3722 (fax)
www.polaris-es.com

[illegible]

Boundary Monument Legend:

- [illegible]

DATE: 02/17/25
SCALE: 1"=30'
FOLDER: Survey 11/11/25
DWG: Subst. Post
TAB: 02 - Subst. Post

SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2025, by **LIPOVITS CONSTRUCTION, INC.**, a corporation organized and existing under the laws of the State of Ohio, located at 7676 Saratoga Road, Middleburg Heights, Ohio 44130, hereinafter called "Developer" and the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, hereinafter called "City."

WHEREAS, **LIPOVITS CONSTRUCTION, INC.** is the owner and developer of certain property located in the City of Strongsville; and

WHEREAS, Developer is desirous of developing certain lands known as **PINE LAKES CROSSING SUBDIVISION PHASE 2**, as the same were approved by the City's Planning Commission on February 27, 2025, subject to conditions which have been substantially satisfied; and

WHEREAS, the Council of the City has adopted subdivision regulations consisting of Title Four of Part Twelve of the Planning and Zoning Code of the Codified Ordinances of the City, which establish requirements for the submission, approval, construction and dedication of subdivision improvements; and

WHEREAS, said subdivision regulations provide at Section 1228.03 of the Codified Ordinances that no plat for record shall be approved for record purposes until the improvements required by Section 1228.01 of the Codified Ordinances (hereinafter "improvements") have been installed, or until Council approves an agreement and a form of security which assure that the cost and expense of all improvements are available to the City for the completion of such improvements in the event that the Developer defaults or otherwise fails to perform Developer's commitment to complete such improvements; and

WHEREAS, Developer has agreed to pay for the installation and completion of the aforesaid improvements and comply with and abide by all the terms and conditions established by the Planning Commission, as set forth in this agreement, and contained in the applicable law, and the receipt of which is hereby acknowledged.

NOW, THEREFORE, in consideration of the aforesaid premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Developer and City do hereby mutually covenant and agree as follows:

I. IMPROVEMENTS, SECURITY, ACCEPTANCE AND DEDICATION.

1. Developer shall convey or dedicate to the City all the public streets, alleys, roads, avenues, drives and public ways in the Subdivision known as Pine Lakes Crossing Subdivision Phase 2, approved by the City's Planning Commission on February 27, 2025.

2. Developer shall convey or dedicate to the City or other appropriate public entity or public utility all public sewers, water lines and other public utilities and improvements constructed or caused to be constructed on the aforementioned streets, alleys, roads, avenues, drives and public ways in said Subdivision, and shall grant easements and rights-of-way to said entities as may be required.

3. Developer shall construct or enter into a contract for the construction of the improvements required in the aforesaid Subdivision, as approved by the City Engineer on February 27, 2025, in accordance with the terms of this Agreement, the General Requirements herein, and the Subdivision Regulations of the City and shall pay the total cost thereof. Developer shall complete all street pavements, curbs, sidewalks, sanitary sewer systems, storm drainage systems, water mains, and other utilities to be constructed in public rights-of-way on or before September 1, 2026; unless said time(s) is or are extended by the Council of the City. Such time extension(s) may be granted so long as City Engineer determines that delays in construction are not the result of the actions or in-actions of the Developer and that Developer is making reasonable efforts to complete said improvements. Such extension(s) shall not be unreasonably withheld.

4. Any and all of the work performed as hereinabove provided shall be done subject to the approval of and inspection by the City Engineer.

5. In order to secure the performance of this Agreement and all the aforesaid work in accordance with the standards established in the Subdivision Regulations and the completion of such work within the time period(s) established herein, Developer herewith deposits with **CITIZENS BANK** located at 18000 Bagley Road, Middleburg Heights, Ohio 44130 (hereinafter referred to as "Escrow Agent") the total sum of **\$176,586.50** (hereinafter referred to as the "improvements security funds") to be held in escrow in accordance with the Escrow Agreement attached hereto and incorporated herein as Exhibit A and subject to the following terms:

- A. Escrow Agent shall deposit and/or invest the improvements security funds in the following accounts, and/or investments which the City is authorized to utilize by law, subject to the approval of Developer, which shall not be unreasonably withheld:
 - (1) Interest-bearing accounts of **CITIZENS BANK** payable or withdrawable, on demand.
 - (2) Direct obligations of the United States maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.
 - (3) Certificates of deposit maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.
- B. Escrow Agent is authorized to deliver or disburse the improvements security funds or any part thereof with any additional funds including interest earned on the aforesaid sum less any and all fees or penalties arising from the deposit or investment to the Developer as follows:
 - (1) Only upon receipt of all of the following items shall the Escrow Agent deliver or disburse all or the remainder of the improvements security funds:
 - (a) The certificate of the City Engineer that all improvements have been installed in accordance with the requirements of the subdivision regulations of the City and with the actions of the Planning Commission;

- (b) Evidence of receipt by the City of a maintenance bond securing the maintenance and repair of the improvements for a period of two years in a form approved by the Law Director;
 - (c) A policy of title insurance in form approved by the Law Director covering all lands to be dedicated to public use and showing title to the same to be in the City free and clear of any easements, taxes, mortgages, liens, assessments or other encumbrances of any kind whatsoever except the easements required by the Subdivision Regulations of the City and taxes not yet due and payable, or a certificate from the City Engineer acknowledging receipt of same;
 - (d) Evidence of Deposit by the Developer with the City or the Escrow Agent of a sum sufficient to pay all taxes and assessments which are a lien but not yet due and payable; and
 - (e) A copy of legislation duly adopted by the Council of the City accepting the dedication or conveyance of all lands and improvements required to be dedicated or conveyed by this Agreement, certified by the Clerk of Council to be a true and correct copy of the original.
- (2) Upon receipt of certification by the City Engineer of the satisfactory completion of a portion of the aforesaid improvements, and upon a determination by the City that all remaining uncompleted improvements are adequately secured, the Escrow Agent shall release a portion of the improvements security funds deposited equal to an amount estimated by the City Engineer to be the cost of that portion of the improvements completed, or the difference between the total sum on deposit and the total sum determined by the City to be necessary to secure the completion of all remaining uncompleted improvements and all other obligations of Developer under this Agreement, whichever may be less.
- C. The Escrow Agent is authorized to deliver or disburse to the City all or any part of the improvements security funds as determined by the City Engineer, plus any additional funds including interest earned on the aforesaid sums, less any and all fees or penalties due arising from the deposit or investment upon Escrow Agent being notified by the City of an occurrence of one or more of the following events:
- (1) If the Developer assigns this Agreement, or any interest therein to any person, firm or corporation, or gives to any person, firm or corporation, any order or orders thereon;
 - (2) If the required improvements shall violate building subdivision or zoning laws of the City;

- (3) If the land within the development area as identified on the subdivision plat approved for record purposes is used for any unlawful purpose, or is occupied for other than dwelling purposes, or for any purpose without the approval of the appropriate administrative official, board, or commission of the City;
- (4) If the improvements are not fully constructed by the completion date(s) established in paragraph I. 3. above, or by any extension date approved by Council pursuant thereto.
- (5) If the improvements in the judgment of the City Engineer are materially injured or destroyed prior to acceptance by the City, and no insurance or other provision acceptable to the City is made for prompt replacement or repair of the same at no cost to the City.
- (6) If the Developer fails to construct the improvements in accordance with plans and specifications that have been approved by the proper City authorities having charge thereof;
- (7) If the Developer does not permit the City or its authorized agents or employees to enter upon and inspect the same in every part at all reasonable times;
- (8) If the Developer shall commit an act of bankruptcy or if any relief under the Bankruptcy Act is sought by or against Developer, or if a receiver is appointed to take charge of the assets or affairs of the Developer or if Developer should become insolvent.

Prior to the delivery or disbursal of improvements security funds under this paragraph I.5.C., the City shall provide written notice by personal, or mail delivery to Developer of the grounds therefor, and shall establish and notify Developer of a time period within which Developer shall be afforded an opportunity to correct or cure the circumstances giving rise thereto. Such time period for correction or cure shall be no less than forty-five (45) days, unless the City Engineer determines that immediate work is required to protect the public health, safety and welfare, in which case such time period shall be as established by the City Engineer.

- D. The Developer and the City agree that any interest earned on the improvements security funds shall be disbursed to the same parties, at the same time, and in the same proportion as the principal.
- E. In the event of any dispute under this Agreement, Developer and City agree that City and the Escrow Agent shall disburse the improvements security funds in accordance with a final judgment entered in a court of law determining legal entitlement to such funds. Such a judgment will not be considered final until appellate review sought by either or both of the parties with respect to their legal entitlement to such funds has terminated.

Upon the proper completion of all improvements and their approval by the City Engineer, and if said improvements then comply with all present

state laws, City ordinances and Planning Commission rules, regulations and requirements, and all other subdivision regulations of the City have been complied with, the City will then accept the aforesaid improvements.

II. GENERAL REQUIREMENTS.

1. Developer's application(s), all maps on file, construction plans, detail maps and state laws, present City ordinances, Planning Commission rules, regulations and official acts with respect to this Subdivision and all the terms and conditions of final approval are incorporated herein by reference as if set forth at length, except as expressly modified herein.

2. Prior to proceeding with the work, the Developer will apply for and secure permit(s) and pay all fees as required by the City ordinances.

3. The Developer agrees that if any drainage easements are necessary to ensure adequate drainage of the tract, the same shall be obtained by the Developer at its sole cost and expense. All of such easements which are necessary for the drainage in the tract shall be procured in the name of the City, it being understood that same shall be held until acceptance of the streets by the City, after which same will be recorded in the City's favor. The taking of such easements shall not be construed as the exercise of dominion and control by the City over said streets until such time as they are formally accepted.

4. The Developer agrees that if during the course of construction and installation of improvements it shall be determined by the City Engineer that revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and are indicated by the City Engineer and approved by the City.

5. Developer shall defend, indemnify and hold harmless the City and its officials, employees and agents, and their respective heirs, successors, personal representatives and assigns, from and against any and all suits, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees and expenses of whatever kind and nature, in law or equity, known or unknown, based upon, resulting from or arising directly or indirectly out of the condition, status, quality, nature, contamination or environmental state of the Developer's Property until such time as all environmental laws, regulations, orders and directives are complied with.

6. The Developer hereby agrees to procure, at its expense, the necessary permits and furnish any bond required for the opening of any state or county roads.

7. Developer agrees that prior to the issuance of any building permits within the subdivision, all street pavements, curbs, sanitary sewer systems, storm drainage systems, water mains and required appurtenances shall be completed and approved by the City Engineer, provided that the Building Commissioner may issue permits for "Model" home(s) or unit(s) upon his determination that improvements have been installed to the extent he deems necessary to serve and permit occupancy of such home(s) or unit(s); and, except as otherwise provided for model home(s) and unit(s), prior to the issuance of any certificates of occupancy by the City, all improvements and utilities must be completed and all other applicable state and local requirements must be complied with.

8. The City shall not be responsible for road or other improvements, maintenance or care until the same are accepted for dedication, nor shall the City exercise any control over the improvements until accepted for dedication.

9. The Developer shall maintain, clean and snow plow such roads until acceptance by the City. In the event of default of these obligations by the Developer, the City without notice to the Developer may undertake the same at the expense of the Developer.

10. If the City determines that there is a violation of present state laws, City ordinances, Planning Commission rules, regulations and requirements, subdivision regulations, and/or terms and provisions of this Agreement, it may issue a stop work order.

11. This Agreement and the covenants contained herein shall run with the land, and shall inure to the benefit of the City and its successors and assigns.

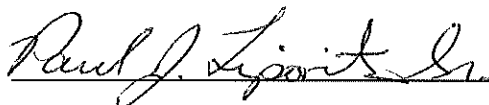
IN WITNESS WHEREOF, the parties hereto have affixed their hands the day and year first above written.

"CITY"
CITY OF STRONGSVILLE

By: _____

Title: _____

"DEVELOPER"
LIPOVITS CONSTRUCTION, INC.



By: PAUL J. LIPOVITS, Sr.

Its: PRESIDENT

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **CITY OF STRONGSVILLE**, by Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said City and his free act and deed as such officer of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this ____ day of _____, 2025.

Notary Public

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **LIPOVITS CONSTRUCTION, INC.** by PAUL J. LIPOVITS, Sr., its PRESIDENT, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said limited liability company, and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 26th day of September, 2025.



BOGDANA R ALBA
Notary Public, State of Ohio
My Commission Expires
November 28, 2026

[Signature]
Notary Public

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing instrument this ____ day of _____, 2025.

Law Director

Exhibit "A"

ESCROW AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2025, by and among the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149 ("City"), **LIPOVITS CONSTRUCTION, INC.**, a corporation organized and existing under the laws of the State of Ohio, located at 7676 Saratoga Road, Middleburg Heights, Ohio 44130 ("Owner"), and **CITIZENS BANK**, a financial institution and escrow agent, located at 18000 Bagley Road, Middleburg Heights, Ohio 44130 ("Escrow Agent").

WITNESSETH:

In consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. There shall be deposited with the Escrow Agent the sum of **One Hundred Seventy-Six Thousand Five Hundred Eighty-Six and 50/100 Dollars (\$176,586.50)** ("Deposit"), to be held pursuant to the terms hereof. Upon Escrow Agent's receipt of the full Deposit, Escrow Agent shall notify both the City and Owner in writing.

2. Escrow Agent shall establish and maintain an escrow account ("Escrow") for the purposes hereof, and shall invest the Deposit in any investments as directed in writing by the City and which is agreed to by Owner pursuant to the Subdivision Improvements Security Agreement by and between City and Owner ("Security Agreement"). The Deposit, any gains and losses, and interest accruing thereon (such gains, losses and interest hereinafter referred to as "Deposit Interest") shall be held in the Escrow Account until disbursed in accordance with the provisions of the Security Agreement and the provisions set forth below.

3. Upon receipt by Escrow Agent of written instructions signed by City, which instructions shall be in accordance with the Security Agreement, the Escrow Agent shall disburse the Deposit and the Deposit Interest to the party or parties designated by the notice to receive such and, when the entire deposit has been disbursed, this Escrow Agreement shall terminate.

4. The Escrow Account shall be maintained by Escrow Agent in accordance with the following terms and conditions:

- A. Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and shall have no other duties.
- B. Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notice, instructions or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties.
- C. Escrow Agent shall not be liable for any action taken by it in good faith, and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, and may consult with counsel of its own choice and shall have full and complete

authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

- D. Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving notice in writing of such resignation specifying a date when such resignation shall take effect.
- E. Owner hereby agrees to pay Escrow Agent reasonable compensation for the services to be rendered hereunder, and will pay or reimburse Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorney fees, incurred or made by it in connection with carrying out its duties hereunder.
- F. Owner hereby agrees to defend and indemnify Escrow Agent for, and to hold it harmless against any loss, liability or expense incurred without gross negligence, intentional misconduct or bad faith on the part of Escrow Agent, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including the cost and expense of defending itself against any claim of liability in the premises.

5. All notices and communications hereunder shall be in writing and shall be deemed to be given if sent by registered mail, return receipt requested, as follows:

CITIZENS BANK
18000 Bagley Road
Middleburg Heights, Ohio 44130
Attention: Robert Naegele, Relationship Manager
Vice-President Business Banking

LIPOVITS CONSTRUCTION, INC.
7676 Saratoga Road
Middleburg Heights, Ohio 44130
Attention: Paul J. Lipovits, Sr., President


CITY OF STRONGSVILLE
16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Law Director

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement on the day and year first above written.

Signed in the presence of:



LIPOVITS CONSTRUCTION, INC.

By: 

M. Nangle

Its: PRESIDENT

CITY OF STRONGSVILLE, OHIO

By: _____

Thomas P. Perciak

Its: Mayor

CITIZENS BANK

cha
[Signature]

By: *M. Nangle*

Its: *BNY*

SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2025, by **LIPOVITS CONSTRUCTION, INC.**, a corporation organized and existing under the laws of the State of Ohio, located at 7676 Saratoga Road, Middleburg Heights, Ohio 44130, hereinafter called "Developer" and the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, hereinafter called "City."

WHEREAS, **LIPOVITS CONSTRUCTION, INC.** is the owner and developer of certain property located in the City of Strongsville; and

WHEREAS, Developer is desirous of developing certain lands known as **PINE LAKES CROSSING SUBDIVISION PHASE 2**, as the same were approved by the City's Planning Commission on February 27, 2025, subject to conditions which have been substantially satisfied; and

WHEREAS, the Council of the City has adopted subdivision regulations consisting of Title Four of Part Twelve of the Planning and Zoning Code of the Codified Ordinances of the City, which establish requirements for the submission, approval, construction and dedication of subdivision improvements; and

WHEREAS, said subdivision regulations provide at Section 1228.03 of the Codified Ordinances that no plat for record shall be approved for record purposes until the improvements required by Section 1228.01 of the Codified Ordinances (hereinafter "improvements") have been installed, or until Council approves an agreement and a form of security which assure that the cost and expense of all improvements are available to the City for the completion of such improvements in the event that the Developer defaults or otherwise fails to perform Developer's commitment to complete such improvements; and

WHEREAS, Developer has agreed to pay for the installation and completion of the aforesaid improvements and comply with and abide by all the terms and conditions established by the Planning Commission, as set forth in this agreement, and contained in the applicable law, and the receipt of which is hereby acknowledged.

NOW, THEREFORE, in consideration of the aforesaid premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Developer and City do hereby mutually covenant and agree as follows:

I. IMPROVEMENTS, SECURITY, ACCEPTANCE AND DEDICATION.

1. Developer shall convey or dedicate to the City all the public streets, alleys, roads, avenues, drives and public ways in the Subdivision known as Pine Lakes Crossing Subdivision Phase 2, approved by the City's Planning Commission on February 27, 2025.

2. Developer shall convey or dedicate to the City or other appropriate public entity or public utility all public sewers, water lines and other public utilities and improvements constructed or caused to be constructed on the aforementioned streets, alleys, roads, avenues, drives and public ways in said Subdivision, and shall grant easements and rights-of-way to said entities as may be required.

3. Developer shall construct or enter into a contract for the construction of the improvements required in the aforesaid Subdivision, as approved by the City Engineer on February 27, 2025, in accordance with the terms of this Agreement, the General Requirements herein, and the Subdivision Regulations of the City and shall pay the total cost thereof. Developer shall complete all street pavements, curbs, sidewalks, sanitary sewer systems, storm drainage systems, water mains, and other utilities to be constructed in public rights-of-way on or before September 1, 2026; unless said time(s) is or are extended by the Council of the City. Such time extension(s) may be granted so long as City Engineer determines that delays in construction are not the result of the actions or in-actions of the Developer and that Developer is making reasonable efforts to complete said improvements. Such extension(s) shall not be unreasonably withheld.

4. Any and all of the work performed as hereinabove provided shall be done subject to the approval of and inspection by the City Engineer.

5. In order to secure the performance of this Agreement and all the aforesaid work in accordance with the standards established in the Subdivision Regulations and the completion of such work within the time period(s) established herein, Developer herewith deposits with **CITIZENS BANK** located at 18000 Bagley Road, Middleburg Heights, Ohio 44130 (hereinafter referred to as "Escrow Agent") the total sum of **\$176,586.50** (hereinafter referred to as the "improvements security funds") to be held in escrow in accordance with the Escrow Agreement attached hereto and incorporated herein as Exhibit A and subject to the following terms:

- A. Escrow Agent shall deposit and/or invest the improvements security funds in the following accounts, and/or investments which the City is authorized to utilize by law, subject to the approval of Developer, which shall not be unreasonably withheld:
 - (1) Interest-bearing accounts of **CITIZENS BANK** payable or withdrawable, on demand.
 - (2) Direct obligations of the United States maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.
 - (3) Certificates of deposit maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.
- B. Escrow Agent is authorized to deliver or disburse the improvements security funds or any part thereof with any additional funds including interest earned on the aforesaid sum less any and all fees or penalties arising from the deposit or investment to the Developer as follows:
 - (1) Only upon receipt of all of the following items shall the Escrow Agent deliver or disburse all or the remainder of the improvements security funds:
 - (a) The certificate of the City Engineer that all improvements have been installed in accordance with the requirements of the subdivision regulations of the City and with the actions of the Planning Commission;

- (b) Evidence of receipt by the City of a maintenance bond securing the maintenance and repair of the improvements for a period of two years in a form approved by the Law Director;
 - (c) A policy of title insurance in form approved by the Law Director covering all lands to be dedicated to public use and showing title to the same to be in the City free and clear of any easements, taxes, mortgages, liens, assessments or other encumbrances of any kind whatsoever except the easements required by the Subdivision Regulations of the City and taxes not yet due and payable, or a certificate from the City Engineer acknowledging receipt of same;
 - (d) Evidence of Deposit by the Developer with the City or the Escrow Agent of a sum sufficient to pay all taxes and assessments which are a lien but not yet due and payable; and
 - (e) A copy of legislation duly adopted by the Council of the City accepting the dedication or conveyance of all lands and improvements required to be dedicated or conveyed by this Agreement, certified by the Clerk of Council to be a true and correct copy of the original.
- (2) Upon receipt of certification by the City Engineer of the satisfactory completion of a portion of the aforesaid improvements, and upon a determination by the City that all remaining uncompleted improvements are adequately secured, the Escrow Agent shall release a portion of the improvements security funds deposited equal to an amount estimated by the City Engineer to be the cost of that portion of the improvements completed, or the difference between the total sum on deposit and the total sum determined by the City to be necessary to secure the completion of all remaining uncompleted improvements and all other obligations of Developer under this Agreement, whichever may be less.
- C. The Escrow Agent is authorized to deliver or disburse to the City all or any part of the improvements security funds as determined by the City Engineer, plus any additional funds including interest earned on the aforesaid sums, less any and all fees or penalties due arising from the deposit or investment upon Escrow Agent being notified by the City of an occurrence of one or more of the following events:
- (1) If the Developer assigns this Agreement, or any interest therein to any person, firm or corporation, or gives to any person, firm or corporation, any order or orders thereon;
 - (2) If the required improvements shall violate building subdivision or zoning laws of the City;

- (3) If the land within the development area as identified on the subdivision plat approved for record purposes is used for any unlawful purpose, or is occupied for other than dwelling purposes, or for any purpose without the approval of the appropriate administrative official, board, or commission of the City;
- (4) If the improvements are not fully constructed by the completion date(s) established in paragraph I. 3. above, or by any extension date approved by Council pursuant thereto.
- (5) If the improvements in the judgment of the City Engineer are materially injured or destroyed prior to acceptance by the City, and no insurance or other provision acceptable to the City is made for prompt replacement or repair of the same at no cost to the City.
- (6) If the Developer fails to construct the improvements in accordance with plans and specifications that have been approved by the proper City authorities having charge thereof;
- (7) If the Developer does not permit the City or its authorized agents or employees to enter upon and inspect the same in every part at all reasonable times;
- (8) If the Developer shall commit an act of bankruptcy or if any relief under the Bankruptcy Act is sought by or against Developer, or if a receiver is appointed to take charge of the assets or affairs of the Developer or if Developer should become insolvent.

Prior to the delivery or disbursal of improvements security funds under this paragraph I.5.C., the City shall provide written notice by personal, or mail delivery to Developer of the grounds therefor, and shall establish and notify Developer of a time period within which Developer shall be afforded an opportunity to correct or cure the circumstances giving rise thereto. Such time period for correction or cure shall be no less than forty-five (45) days, unless the City Engineer determines that immediate work is required to protect the public health, safety and welfare, in which case such time period shall be as established by the City Engineer.

- D. The Developer and the City agree that any interest earned on the improvements security funds shall be disbursed to the same parties, at the same time, and in the same proportion as the principal.
- E. In the event of any dispute under this Agreement, Developer and City agree that City and the Escrow Agent shall disburse the improvements security funds in accordance with a final judgment entered in a court of law determining legal entitlement to such funds. Such a judgment will not be considered final until appellate review sought by either or both of the parties with respect to their legal entitlement to such funds has terminated.

Upon the proper completion of all improvements and their approval by the City Engineer, and if said improvements then comply with all present

state laws, City ordinances and Planning Commission rules, regulations and requirements, and all other subdivision regulations of the City have been complied with, the City will then accept the aforesaid improvements.

II. GENERAL REQUIREMENTS.

1. Developer's application(s), all maps on file, construction plans, detail maps and state laws, present City ordinances, Planning Commission rules, regulations and official acts with respect to this Subdivision and all the terms and conditions of final approval are incorporated herein by reference as if set forth at length, except as expressly modified herein.

2. Prior to proceeding with the work, the Developer will apply for and secure permit(s) and pay all fees as required by the City ordinances.

3. The Developer agrees that if any drainage easements are necessary to ensure adequate drainage of the tract, the same shall be obtained by the Developer at its sole cost and expense. All of such easements which are necessary for the drainage in the tract shall be procured in the name of the City, it being understood that same shall be held until acceptance of the streets by the City, after which same will be recorded in the City's favor. The taking of such easements shall not be construed as the exercise of dominion and control by the City over said streets until such time as they are formally accepted.

4. The Developer agrees that if during the course of construction and installation of improvements it shall be determined by the City Engineer that revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and are indicated by the City Engineer and approved by the City.

5. Developer shall defend, indemnify and hold harmless the City and its officials, employees and agents, and their respective heirs, successors, personal representatives and assigns, from and against any and all suits, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees and expenses of whatever kind and nature, in law or equity, known or unknown, based upon, resulting from or arising directly or indirectly out of the condition, status, quality, nature, contamination or environmental state of the Developer's Property until such time as all environmental laws, regulations, orders and directives are complied with.

6. The Developer hereby agrees to procure, at its expense, the necessary permits and furnish any bond required for the opening of any state or county roads.

7. Developer agrees that prior to the issuance of any building permits within the subdivision, all street pavements, curbs, sanitary sewer systems, storm drainage systems, water mains and required appurtenances shall be completed and approved by the City Engineer, provided that the Building Commissioner may issue permits for "Model" home(s) or unit(s) upon his determination that improvements have been installed to the extent he deems necessary to serve and permit occupancy of such home(s) or unit(s); and, except as otherwise provided for model home(s) and unit(s), prior to the issuance of any certificates of occupancy by the City, all improvements and utilities must be completed and all other applicable state and local requirements must be complied with.

8. The City shall not be responsible for road or other improvements, maintenance or care until the same are accepted for dedication, nor shall the City exercise any control over the improvements until accepted for dedication.

9. The Developer shall maintain, clean and snow plow such roads until acceptance by the City. In the event of default of these obligations by the Developer, the City without notice to the Developer may undertake the same at the expense of the Developer.

10. If the City determines that there is a violation of present state laws, City ordinances, Planning Commission rules, regulations and requirements, subdivision regulations, and/or terms and provisions of this Agreement, it may issue a stop work order.

11. This Agreement and the covenants contained herein shall run with the land, and shall inure to the benefit of the City and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have affixed their hands the day and year first above written.

"CITY"
CITY OF STRONGSVILLE

By: _____

Title: _____

"DEVELOPER"
LIPOVITS CONSTRUCTION, INC.

Paul J. Lipovits Sr.

By: PAUL J. LIPOVITS, SR.

Its: PRESIDENT

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **CITY OF STRONGSVILLE**, by Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said City and his free act and deed as such officer of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this ____ day of _____, 2025.

Notary Public

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **LIPOVITS CONSTRUCTION, INC.** by PAUL J. LIPOVITS, SR., its PRESIDENT, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said limited liability company, and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 26th day of September, 2025.



BOGDANA R ALBA
Notary Public, State of Ohio
My Commission Expires
November 28, 2026

[Signature]
Notary Public

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing instrument this ____ day of _____, 2025.

Law Director

Exhibit "A"

ESCROW AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2025, by and among the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149 ("City"), **LIPOVITS CONSTRUCTION, INC.**, a corporation organized and existing under the laws of the State of Ohio, located at 7676 Saratoga Road, Middleburg Heights, Ohio 44130 ("Owner"), and **CITIZENS BANK**, a financial institution and escrow agent, located at 18000 Bagley Road, Middleburg Heights, Ohio 44130 ("Escrow Agent").

WITNESSETH:

In consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. There shall be deposited with the Escrow Agent the sum of **One Hundred Seventy-Six Thousand Five Hundred Eighty-Six and 50/100 Dollars (\$176,586.50)** ("Deposit"), to be held pursuant to the terms hereof. Upon Escrow Agent's receipt of the full Deposit, Escrow Agent shall notify both the City and Owner in writing.

2. Escrow Agent shall establish and maintain an escrow account ("Escrow") for the purposes hereof, and shall invest the Deposit in any investments as directed in writing by the City and which is agreed to by Owner pursuant to the Subdivision Improvements Security Agreement by and between City and Owner ("Security Agreement"). The Deposit, any gains and losses, and interest accruing thereon (such gains, losses and interest hereinafter referred to as "Deposit Interest") shall be held in the Escrow Account until disbursed in accordance with the provisions of the Security Agreement and the provisions set forth below.

3. Upon receipt by Escrow Agent of written instructions signed by City, which instructions shall be in accordance with the Security Agreement, the Escrow Agent shall disburse the Deposit and the Deposit Interest to the party or parties designated by the notice to receive such and, when the entire deposit has been disbursed, this Escrow Agreement shall terminate.

4. The Escrow Account shall be maintained by Escrow Agent in accordance with the following terms and conditions:

- A. Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and shall have no other duties.
- B. Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notice, instructions or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties.
- C. Escrow Agent shall not be liable for any action taken by it in good faith, and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, and may consult with counsel of its own choice and shall have full and complete

authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

- D. Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving notice in writing of such resignation specifying a date when such resignation shall take effect.
- E. Owner hereby agrees to pay Escrow Agent reasonable compensation for the services to be rendered hereunder, and will pay or reimburse Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorney fees, incurred or made by it in connection with carrying out its duties hereunder.
- F. Owner hereby agrees to defend and indemnify Escrow Agent for, and to hold it harmless against any loss, liability or expense incurred without gross negligence, intentional misconduct or bad faith on the part of Escrow Agent, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including the cost and expense of defending itself against any claim of liability in the premises.

5. All notices and communications hereunder shall be in writing and shall be deemed to be given if sent by registered mail, return receipt requested, as follows:

CITIZENS BANK
18000 Bagley Road
Middleburg Heights, Ohio 44130
Attention: Robert Naegele, Relationship Manager
Vice-President Business Banking

LIPOVITS CONSTRUCTION, INC.
7676 Saratoga Road
Middleburg Heights, Ohio 44130
Attention: Paul J. Lipovits, Sr., President

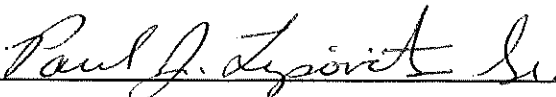
CITY OF STRONGSVILLE
16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Law Director

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement on the day and year first above written.

Signed in the presence of:

LIPOVITS CONSTRUCTION, INC.



By: 

Maunt Nager

Its: PRESIDENT

CITY OF STRONGSVILLE, OHIO

By: _____

Thomas P. Perciak

Its: Mayor

Maunt Nager
BM

CITIZENS BANK

By: Maunt Nager

Its: BM

SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2025, by **LIPOVITS CONSTRUCTION, INC.**, a corporation organized and existing under the laws of the State of Ohio, located at 7676 Saratoga Road, Middleburg Heights, Ohio 44130, hereinafter called "Developer" and the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, hereinafter called "City."

WHEREAS, **LIPOVITS CONSTRUCTION, INC.** is the owner and developer of certain property located in the City of Strongsville; and

WHEREAS, Developer is desirous of developing certain lands known as **PINE LAKES CROSSING SUBDIVISION PHASE 2**, as the same were approved by the City's Planning Commission on February 27, 2025, subject to conditions which have been substantially satisfied; and

WHEREAS, the Council of the City has adopted subdivision regulations consisting of Title Four of Part Twelve of the Planning and Zoning Code of the Codified Ordinances of the City, which establish requirements for the submission, approval, construction and dedication of subdivision improvements; and

WHEREAS, said subdivision regulations provide at Section 1228.03 of the Codified Ordinances that no plat for record shall be approved for record purposes until the improvements required by Section 1228.01 of the Codified Ordinances (hereinafter "improvements") have been installed, or until Council approves an agreement and a form of security which assure that the cost and expense of all improvements are available to the City for the completion of such improvements in the event that the Developer defaults or otherwise fails to perform Developer's commitment to complete such improvements; and

WHEREAS, Developer has agreed to pay for the installation and completion of the aforesaid improvements and comply with and abide by all the terms and conditions established by the Planning Commission, as set forth in this agreement, and contained in the applicable law, and the receipt of which is hereby acknowledged.

NOW, THEREFORE, in consideration of the aforesaid premises and other good and valuable consideration, the receipt of which is hereby acknowledged, Developer and City do hereby mutually covenant and agree as follows:

I. IMPROVEMENTS, SECURITY, ACCEPTANCE AND DEDICATION.

1. Developer shall convey or dedicate to the City all the public streets, alleys, roads, avenues, drives and public ways in the Subdivision known as Pine Lakes Crossing Subdivision Phase 2, approved by the City's Planning Commission on February 27, 2025.

2. Developer shall convey or dedicate to the City or other appropriate public entity or public utility all public sewers, water lines and other public utilities and improvements constructed or caused to be constructed on the aforementioned streets, alleys, roads, avenues, drives and public ways in said Subdivision, and shall grant easements and rights-of-way to said entities as may be required.

3. Developer shall construct or enter into a contract for the construction of the improvements required in the aforesaid Subdivision, as approved by the City Engineer on February 27, 2025, in accordance with the terms of this Agreement, the General Requirements herein, and the Subdivision Regulations of the City and shall pay the total cost thereof. Developer shall complete all street pavements, curbs, sidewalks, sanitary sewer systems, storm drainage systems, water mains, and other utilities to be constructed in public rights-of-way on or before September 1, 2026; unless said time(s) is or are extended by the Council of the City. Such time extension(s) may be granted so long as City Engineer determines that delays in construction are not the result of the actions or in-actions of the Developer and that Developer is making reasonable efforts to complete said improvements. Such extension(s) shall not be unreasonably withheld.

4. Any and all of the work performed as hereinabove provided shall be done subject to the approval of and inspection by the City Engineer.

5. In order to secure the performance of this Agreement and all the aforesaid work in accordance with the standards established in the Subdivision Regulations and the completion of such work within the time period(s) established herein, Developer herewith deposits with **CITIZENS BANK** located at 18000 Bagley Road, Middleburg Heights, Ohio 44130 (hereinafter referred to as "Escrow Agent") the total sum of **\$176,586.50** (hereinafter referred to as the "improvements security funds") to be held in escrow in accordance with the Escrow Agreement attached hereto and incorporated herein as Exhibit A and subject to the following terms:

- A. Escrow Agent shall deposit and/or invest the improvements security funds in the following accounts, and/or investments which the City is authorized to utilize by law, subject to the approval of Developer, which shall not be unreasonably withheld:
 - (1) Interest-bearing accounts of **CITIZENS BANK** payable or withdrawable, on demand.
 - (2) Direct obligations of the United States maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.
 - (3) Certificates of deposit maturing or redeemable on or before the date for completion established in accordance with Paragraph 3 above.
- B. Escrow Agent is authorized to deliver or disburse the improvements security funds or any part thereof with any additional funds including interest earned on the aforesaid sum less any and all fees or penalties arising from the deposit or investment to the Developer as follows:
 - (1) Only upon receipt of all of the following items shall the Escrow Agent deliver or disburse all or the remainder of the improvements security funds:
 - (a) The certificate of the City Engineer that all improvements have been installed in accordance with the requirements of the subdivision regulations of the City and with the actions of the Planning Commission;

- (b) Evidence of receipt by the City of a maintenance bond securing the maintenance and repair of the improvements for a period of two years in a form approved by the Law Director;
 - (c) A policy of title insurance in form approved by the Law Director covering all lands to be dedicated to public use and showing title to the same to be in the City free and clear of any easements, taxes, mortgages, liens, assessments or other encumbrances of any kind whatsoever except the easements required by the Subdivision Regulations of the City and taxes not yet due and payable, or a certificate from the City Engineer acknowledging receipt of same;
 - (d) Evidence of Deposit by the Developer with the City or the Escrow Agent of a sum sufficient to pay all taxes and assessments which are a lien but not yet due and payable; and
 - (e) A copy of legislation duly adopted by the Council of the City accepting the dedication or conveyance of all lands and improvements required to be dedicated or conveyed by this Agreement, certified by the Clerk of Council to be a true and correct copy of the original.
- (2) Upon receipt of certification by the City Engineer of the satisfactory completion of a portion of the aforesaid improvements, and upon a determination by the City that all remaining uncompleted improvements are adequately secured, the Escrow Agent shall release a portion of the improvements security funds deposited equal to an amount estimated by the City Engineer to be the cost of that portion of the improvements completed, or the difference between the total sum on deposit and the total sum determined by the City to be necessary to secure the completion of all remaining uncompleted improvements and all other obligations of Developer under this Agreement, whichever may be less.
- C. The Escrow Agent is authorized to deliver or disburse to the City all or any part of the improvements security funds as determined by the City Engineer, plus any additional funds including interest earned on the aforesaid sums, less any and all fees or penalties due arising from the deposit or investment upon Escrow Agent being notified by the City of an occurrence of one or more of the following events:
- (1) If the Developer assigns this Agreement, or any interest therein to any person, firm or corporation, or gives to any person, firm or corporation, any order or orders thereon;
 - (2) If the required improvements shall violate building subdivision or zoning laws of the City;

- (3) If the land within the development area as identified on the subdivision plat approved for record purposes is used for any unlawful purpose, or is occupied for other than dwelling purposes, or for any purpose without the approval of the appropriate administrative official, board, or commission of the City;
- (4) If the improvements are not fully constructed by the completion date(s) established in paragraph I. 3. above, or by any extension date approved by Council pursuant thereto.
- (5) If the improvements in the judgment of the City Engineer are materially injured or destroyed prior to acceptance by the City, and no insurance or other provision acceptable to the City is made for prompt replacement or repair of the same at no cost to the City.
- (6) If the Developer fails to construct the improvements in accordance with plans and specifications that have been approved by the proper City authorities having charge thereof;
- (7) If the Developer does not permit the City or its authorized agents or employees to enter upon and inspect the same in every part at all reasonable times;
- (8) If the Developer shall commit an act of bankruptcy or if any relief under the Bankruptcy Act is sought by or against Developer, or if a receiver is appointed to take charge of the assets or affairs of the Developer or if Developer should become insolvent.

Prior to the delivery or disbursal of improvements security funds under this paragraph I.5.C., the City shall provide written notice by personal, or mail delivery to Developer of the grounds therefor, and shall establish and notify Developer of a time period within which Developer shall be afforded an opportunity to correct or cure the circumstances giving rise thereto. Such time period for correction or cure shall be no less than forty-five (45) days, unless the City Engineer determines that immediate work is required to protect the public health, safety and welfare, in which case such time period shall be as established by the City Engineer.

- D. The Developer and the City agree that any interest earned on the improvements security funds shall be disbursed to the same parties, at the same time, and in the same proportion as the principal.
- E. In the event of any dispute under this Agreement, Developer and City agree that City and the Escrow Agent shall disburse the improvements security funds in accordance with a final judgment entered in a court of law determining legal entitlement to such funds. Such a judgment will not be considered final until appellate review sought by either or both of the parties with respect to their legal entitlement to such funds has terminated.

Upon the proper completion of all improvements and their approval by the City Engineer, and if said improvements then comply with all present

state laws, City ordinances and Planning Commission rules, regulations and requirements, and all other subdivision regulations of the City have been complied with, the City will then accept the aforesaid improvements.

II. GENERAL REQUIREMENTS.

1. Developer's application(s), all maps on file, construction plans, detail maps and state laws, present City ordinances, Planning Commission rules, regulations and official acts with respect to this Subdivision and all the terms and conditions of final approval are incorporated herein by reference as if set forth at length, except as expressly modified herein.
2. Prior to proceeding with the work, the Developer will apply for and secure permit(s) and pay all fees as required by the City ordinances.
3. The Developer agrees that if any drainage easements are necessary to ensure adequate drainage of the tract, the same shall be obtained by the Developer at its sole cost and expense. All of such easements which are necessary for the drainage in the tract shall be procured in the name of the City, it being understood that same shall be held until acceptance of the streets by the City, after which same will be recorded in the City's favor. The taking of such easements shall not be construed as the exercise of dominion and control by the City over said streets until such time as they are formally accepted.
4. The Developer agrees that if during the course of construction and installation of improvements it shall be determined by the City Engineer that revision of the drainage plan is necessary in the public interest, it will undertake such design and construction changes as may be reasonable and are indicated by the City Engineer and approved by the City.
5. Developer shall defend, indemnify and hold harmless the City and its officials, employees and agents, and their respective heirs, successors, personal representatives and assigns, from and against any and all suits, legal or administrative proceedings, claims, demands, actual damages, punitive damages, losses, costs, liabilities, interest, attorney's fees and expenses of whatever kind and nature, in law or equity, known or unknown, based upon, resulting from or arising directly or indirectly out of the condition, status, quality, nature, contamination or environmental state of the Developer's Property until such time as all environmental laws, regulations, orders and directives are complied with.
6. The Developer hereby agrees to procure, at its expense, the necessary permits and furnish any bond required for the opening of any state or county roads.
7. Developer agrees that prior to the issuance of any building permits within the subdivision, all street pavements, curbs, sanitary sewer systems, storm drainage systems, water mains and required appurtenances shall be completed and approved by the City Engineer, provided that the Building Commissioner may issue permits for "Model" home(s) or unit(s) upon his determination that improvements have been installed to the extent he deems necessary to serve and permit occupancy of such home(s) or unit(s); and, except as otherwise provided for model home(s) and unit(s), prior to the issuance of any certificates of occupancy by the City, all improvements and utilities must be completed and all other applicable state and local requirements must be complied with.
8. The City shall not be responsible for road or other improvements, maintenance or care until the same are accepted for dedication, nor shall the City exercise any control over the improvements until accepted for dedication.

9. The Developer shall maintain, clean and snow plow such roads until acceptance by the City. In the event of default of these obligations by the Developer, the City without notice to the Developer may undertake the same at the expense of the Developer.

10. If the City determines that there is a violation of present state laws, City ordinances, Planning Commission rules, regulations and requirements, subdivision regulations, and/or terms and provisions of this Agreement, it may issue a stop work order.

11. This Agreement and the covenants contained herein shall run with the land, and shall inure to the benefit of the City and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have affixed their hands the day and year first above written.

"CITY"
CITY OF STRONGSVILLE

By: _____

Title: _____

"DEVELOPER"
LIPOVITS CONSTRUCTION, INC.

Paul J. Lipovits, Jr.

By: PAUL J. LIPOVITS, Jr.

Its: PRESIDENT

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **CITY OF STRONGSVILLE**, by Thomas P. Perciak, its Mayor, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said City and his free act and deed as such officer of the municipal corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this ____ day of _____, 2025.

Notary Public

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **LIPOVITS CONSTRUCTION, INC.** by PAUL J. LIPOVITS, SR., its PRESIDENT, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said limited liability company, and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 21st day of September, 2025.



BOGDANA R ALBA
Notary Public, State of Ohio
My Commission Expires
November 28, 2026

[Signature]
Notary Public

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing instrument this ____ day of _____, 2025.

Law Director

Exhibit "A"

ESCROW AGREEMENT

THIS AGREEMENT, made this ____ day of _____, 2025, by and among the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, located at 16099 Foltz Parkway, Strongsville, Ohio 44149 ("City"), **LIPOVITS CONSTRUCTION, INC.**, a corporation organized and existing under the laws of the State of Ohio, located at 7676 Saratoga Road, Middleburg Heights, Ohio 44130 ("Owner"), and **CITIZENS BANK**, a financial institution and escrow agent, located at 18000 Bagley Road, Middleburg Heights, Ohio 44130 ("Escrow Agent").

WITNESSETH:

In consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. There shall be deposited with the Escrow Agent the sum of **One Hundred Seventy-Six Thousand Five Hundred Eighty-Six and 50/100 Dollars (\$176,586.50)** ("Deposit"), to be held pursuant to the terms hereof. Upon Escrow Agent's receipt of the full Deposit, Escrow Agent shall notify both the City and Owner in writing.

2. Escrow Agent shall establish and maintain an escrow account ("Escrow") for the purposes hereof, and shall invest the Deposit in any investments as directed in writing by the City and which is agreed to by Owner pursuant to the Subdivision Improvements Security Agreement by and between City and Owner ("Security Agreement"). The Deposit, any gains and losses, and interest accruing thereon (such gains, losses and interest hereinafter referred to as "Deposit Interest") shall be held in the Escrow Account until disbursed in accordance with the provisions of the Security Agreement and the provisions set forth below.

3. Upon receipt by Escrow Agent of written instructions signed by City, which instructions shall be in accordance with the Security Agreement, the Escrow Agent shall disburse the Deposit and the Deposit Interest to the party or parties designated by the notice to receive such and, when the entire deposit has been disbursed, this Escrow Agreement shall terminate.

4. The Escrow Account shall be maintained by Escrow Agent in accordance with the following terms and conditions:

- A. Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and shall have no other duties.
- B. Escrow Agent may rely and shall be protected in acting or refraining from acting upon any written notice, instructions or request furnished to it hereunder and believed by it to be genuine and to have been signed or presented by the proper party or parties.
- C. Escrow Agent shall not be liable for any action taken by it in good faith, and believed by it to be authorized or within the rights or powers conferred upon it by this Agreement, and may consult with counsel of its own choice and shall have full and complete

authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel.

- D. Escrow Agent may resign and be discharged from its duties or obligations hereunder by giving notice in writing of such resignation specifying a date when such resignation shall take effect.
- E. Owner hereby agrees to pay Escrow Agent reasonable compensation for the services to be rendered hereunder, and will pay or reimburse Escrow Agent upon request for all expenses, disbursements and advances, including reasonable attorney fees, incurred or made by it in connection with carrying out its duties hereunder.
- F. Owner hereby agrees to defend and indemnify Escrow Agent for, and to hold it harmless against any loss, liability or expense incurred without gross negligence, intentional misconduct or bad faith on the part of Escrow Agent, arising out of or in connection with its entering into this Agreement and carrying out its duties hereunder, including the cost and expense of defending itself against any claim of liability in the premises.

5. All notices and communications hereunder shall be in writing and shall be deemed to be given if sent by registered mail, return receipt requested, as follows:


CITIZENS BANK
18000 Bagley Road
Middleburg Heights, Ohio 44130
Attention: Robert Naegele, Relationship Manager
Vice-President Business Banking

LIPOVITS CONSTRUCTION, INC.
7676 Saratoga Road
Middleburg Heights, Ohio 44130
Attention: Paul J. Lipovits, Sr., President

CITY OF STRONGSVILLE
16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Law Director

IN WITNESS WHEREOF, the parties hereto have executed this Escrow Agreement on the day and year first above written.

Signed in the presence of:



LIPOVITS CONSTRUCTION, INC.

By: 



Its: PRESIDENT



CITY OF STRONGSVILLE, OHIO

By: _____

Thomas P. Perciak

Its: Mayor

CITIZENS BANK

By: 

Its: BMI

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2025 – 119

By: Mayor Perciak and All Members of Council

**A RESOLUTION DECLARING THE INTENT OF THE COUNCIL
OF THE CITY OF STRONGSVILLE TO ACCEPT FOR
DEDICATION CERTAIN STREETS WITHIN PINE LAKES
CROSSING SUBDIVISION PHASE 2 IN THE CITY OF
STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, pursuant to Ordinance No. 2025-118 duly passed by this Council on October 20, 2025, the Council of the City of Strongsville accepted the plat submitted by Lipovits Construction, Inc., the owner of Pine Lakes Crossing Subdivision Phase 2, for recording purposes only; and

WHEREAS, it is the intent of this Council, after all improvements have been installed within the streets within the said Subdivision and approved by the City Engineer, to accept said Subdivision for dedication; and

WHEREAS, as a prerequisite for the obtaining of permits from the City of Cleveland to install water mains within the streets of said Subdivision, a resolution of intent is required from the City of Strongsville before issuing such permits.

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

Section 1. That the Council of the City of Strongsville does intend to accept for dedication, the streets shown on the Subdivision plat of Pine Lakes Crossing Subdivision Phase 2, after all improvements, including utilities, have been installed and approved by the Engineer of the City of Strongsville, and after performance of the terms and conditions of the Agreement between the Developer and the City approved in Ordinance No. 2025-118.

Section 2. That the Clerk of Council is hereby authorized and directed to send a copy of this Resolution to the City of Cleveland, Department of Public Utilities, Division of Water.

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

Section 4. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville. 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 – 119
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

RES
Ord. No. 2025-119 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 120

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 A **BRUSTERS** MUNICIPAL 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 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 Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (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 equivalent fund into which such service payments shall be deposited; and

WHEREAS, to improve the flow of traffic in and around the parcel described in **Exhibit A** hereto, as such parcel may be consolidated, split or otherwise renumbered (collectively, the "Property"), this Council may cause construction of the public improvements described in **Exhibit B** hereto (collectively, the "Public Improvements"), that once made will directly benefit the Property and the City and its residents; 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 Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay costs of the Public 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.

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

Section 1. The Public Improvements described in **Exhibit B** hereto, if made or caused to be made by the City, are hereby designated as those Public 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.

Section 2. Pursuant to and in accordance with the provisions of Ohio 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 herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing with the tax year

following the year in which this Ordinance is passed and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the 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 Polaris Joint Vocational School District in the amount of the taxes that would have been payable to the Strongsville City School District and Polaris Joint Vocational School District, as applicable, if the Improvements had not been exempted from taxation.

Section 3. As provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvement 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 **BRUSTERS** Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof. In accordance with Ohio Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville City School District and Polaris Joint Vocational School District, as applicable, would 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. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the **BRUSTERS** 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 Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

- (i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Improvements, including those costs set forth in Ohio Revised Code Section 133.15(B);
- (ii) to pay the interest on and principal of bonds or notes, and premium, if any, including refunding or additional bonds or notes or other obligations issued or loans entered into by the City or other governmental entity to finance costs of the Public Improvements until such notes or bonds or other obligations or loans are paid in full, and to pay any trustee, administrative and other costs related to servicing the obligations and providing and replenishing a reserve fund and to pay any costs charged by the issuer of the obligations; and
- (iii) to reimburse the City, or other governmental entity for any funds used to pay costs of the Public Improvements, or to pay interest, principal, or premium, and related costs on any of the aforesaid notes, bonds, loans or other obligations, prior to receipt of Service Payments.

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 said Section 5709.43.

Section 5. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Department of Development of the State of Ohio within fifteen 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 Section 5709.40 of the Ohio Revised Code.

Section 6. 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 eliminate existing hazards to vehicular traffic; 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: _____

Yea

Nay

Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2025-120 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

EXHIBIT A
THE PROPERTY

CITY OF STRONGSVILLE
BRUSTERS TIF Parcel Number

394-26-009

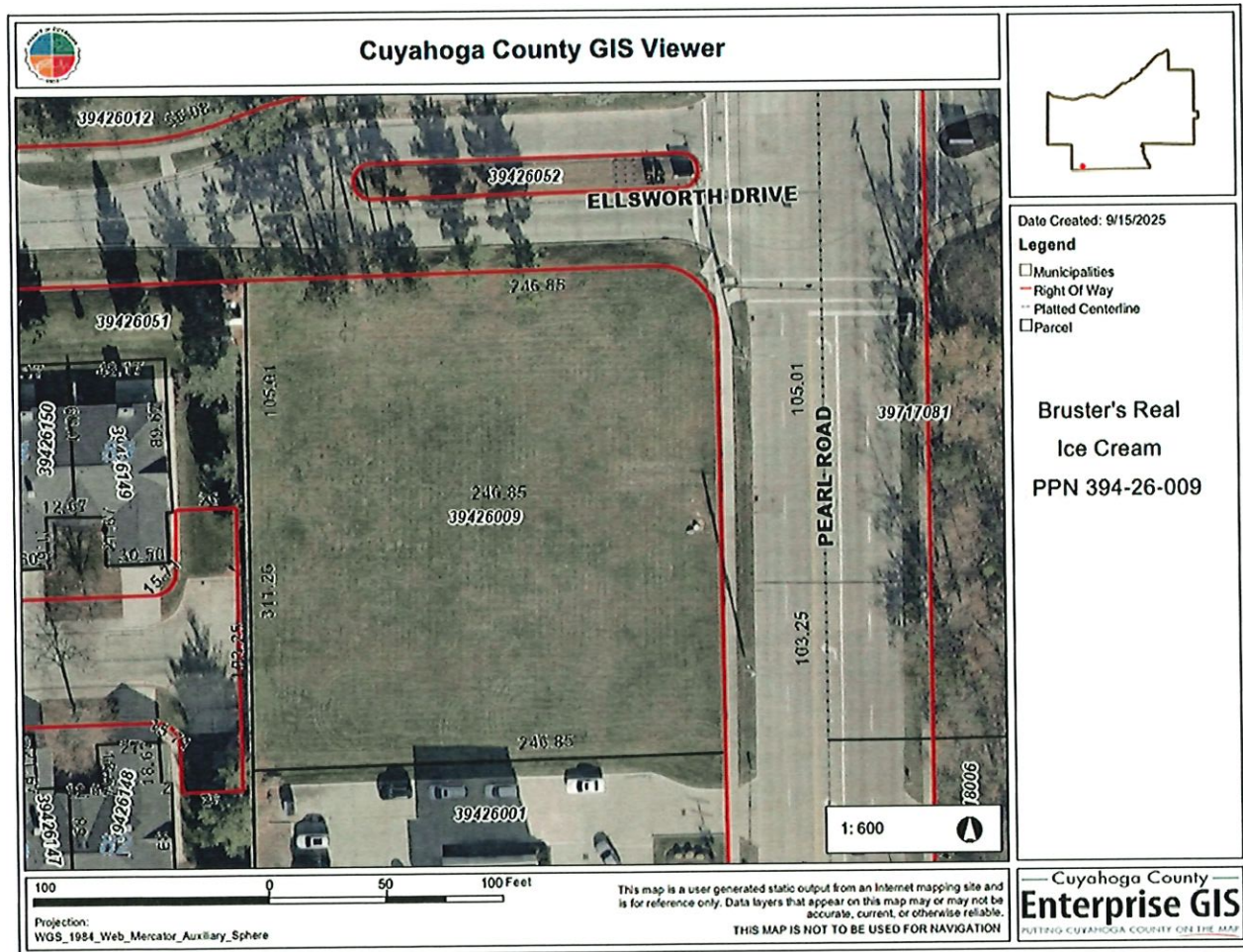


EXHIBIT B

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

The Public Improvements generally include, but are not limited to, any of the following improvements that will directly benefit the Property and all related costs of permanent improvements (including, but not limited to, improvements described in Revised Code Section 5709.40(A)(8) and those costs listed in Revised Code Section 133.15(B)):

- (i) the widening of and other improvements to Pearl Road from terminus to terminus and, including improvements to, or construction or installation of, intersections, traffic signalization and traffic controls, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (ii) the widening of and other improvements to Drake Road from terminus to terminus, including improvements to, or construction or installation of, intersections, traffic signalization and traffic controls, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iii) the widening of and other improvements to Boston Road from terminus to terminus, including improvements to, or construction or installation of, intersections, traffic signalization and traffic controls, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iv) the widening of and other improvements to Howe Road from terminus to terminus, including improvements to, or construction or installation of, intersections, traffic signalization and traffic controls, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (v) the widening of and other improvements to Marks, Shurmer, Lunn and Royalton Roads from terminus to terminus, including improvements to, or construction or installation of, intersections, traffic signalization and traffic controls, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,

The Public Improvements further include the construction of or improvements to any other public streets, utilities, public facilities and public infrastructure improvements in and around the Property and directly benefiting the Property.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 121

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 A **DOLLAR GENERAL** MUNICIPAL 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 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 Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (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 equivalent fund into which such service payments shall be deposited; and

WHEREAS, to improve the flow of traffic in and around the parcel described in **Exhibit A** hereto, as such parcel may be consolidated, split or otherwise renumbered (collectively, the "Property"), this Council may cause construction of the public improvements described in **Exhibit B** hereto (collectively, the "Public Improvements"), that once made will directly benefit the Property and the City and its residents; 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 Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay costs of the Public 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.

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

Section 1. The Public Improvements described in **Exhibit B** hereto, if made or caused to be made by the City, are hereby designated as those Public 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.

Section 2. Pursuant to and in accordance with the provisions of Ohio 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 herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing with the tax year

following the year in which this Ordinance is passed and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the 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 Polaris Joint Vocational School District in the amount of the taxes that would have been payable to the Strongsville City School District and Polaris Joint Vocational School District, as applicable, if the Improvements had not been exempted from taxation.

Section 3. As provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvement 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 **DOLLAR GENERAL** Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof. In accordance with Ohio Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville City School District and Polaris Joint Vocational School District, as applicable, would 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. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the **DOLLAR GENERAL** 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 Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

- (i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Improvements, including those costs set forth in Ohio Revised Code Section 133.15(B);
- (ii) to pay the interest on and principal of bonds or notes, and premium, if any, including refunding or additional bonds or notes or other obligations issued or loans entered into by the City or other governmental entity to finance costs of the Public Improvements until such notes or bonds or other obligations or loans are paid in full, and to pay any trustee, administrative and other costs related to servicing the obligations and providing and replenishing a reserve fund and to pay any costs charged by the issuer of the obligations; and
- (iii) to reimburse the City, or other governmental entity for any funds used to pay costs of the Public Improvements, or to pay interest, principal, or premium, and related costs on any of the aforesaid notes, bonds, loans or other obligations, prior to receipt of Service Payments.

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 said Section 5709.43.

Section 5. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Department of Development of the State of Ohio within fifteen 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 Section 5709.40 of the Ohio Revised Code.

Section 6. 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 eliminate existing hazards to vehicular traffic; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

President of Council
Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2025-121 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

THE PROPERTY

DOLLAR GENERAL TIF Parcel Number

398-29-009



EXHIBIT B

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

The Public Improvements generally include, but are not limited to, any of the following improvements that will directly benefit the Property and all related costs of permanent improvements (including, but not limited to, improvements described in Revised Code Section 5709.40(A)(8) and those costs listed in Revised Code Section 133.15(B)):

- (i) the widening of and other improvements to W. 130th Road from terminus to terminus and, including improvements to, or construction or installation of, intersections, traffic signalization and traffic controls, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (ii) the widening of and other improvements to Royalton Road from terminus to terminus, including improvements to, or construction or installation of, intersections, traffic signalization and traffic controls, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iii) the widening of and other improvements to Webster Road from terminus to terminus, including improvements to, or construction or installation of, intersections, traffic signalization and traffic controls, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iv) the widening of and other improvements to Albion Road from terminus to terminus, including improvements to, or construction or installation of, intersections, traffic signalization and traffic controls, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (v) the widening of and other improvements to Pearl, Whitney, Sprague, Drake and Prospect Roads from terminus to terminus, including improvements to, or construction or installation of, intersections, traffic signalization and traffic controls, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,

The Public Improvements further include the construction of or improvements to any other public streets, utilities, public facilities and public infrastructure improvements in and around the Property and directly benefiting the Property.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 122

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 A **SHEETZ WEST** MUNICIPAL 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 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 Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (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 equivalent fund into which such service payments shall be deposited; and

WHEREAS, to improve the flow of traffic in and around the parcel described in **Exhibit A** hereto, as such parcel may be consolidated, split or otherwise renumbered (collectively, the "Property"), this Council may cause construction of the public improvements described in **Exhibit B** hereto (collectively, the "Public Improvements"), that once made will directly benefit the Property and the City and its residents; 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 Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay costs of the Public 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.

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

Section 1. The Public Improvements described in **Exhibit B** hereto, if made or caused to be made by the City, are hereby designated as those Public 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.

Section 2. Pursuant to and in accordance with the provisions of Ohio 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 herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing with the tax year

following the year in which this Ordinance is passed and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the 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 Polaris Joint Vocational School District in the amount of the taxes that would have been payable to the Strongsville City School District and Polaris Joint Vocational School District, as applicable, if the Improvements had not been exempted from taxation.

Section 3. As provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvement 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 **SHEETZ WEST** Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof. In accordance with Ohio Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville City School District and Polaris Joint Vocational School District, as applicable, would 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. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the **SHEETZ WEST** 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 Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

- (i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Improvements, including those costs set forth in Ohio Revised Code Section 133.15(B);
- (ii) to pay the interest on and principal of bonds or notes, and premium, if any, including refunding or additional bonds or notes or other obligations issued or loans entered into by the City or other governmental entity to finance costs of the Public Improvements until such notes or bonds or other obligations or loans are paid in full, and to pay any trustee, administrative and other costs related to servicing the obligations and providing and replenishing a reserve fund and to pay any costs charged by the issuer of the obligations; and
- (iii) to reimburse the City, or other governmental entity for any funds used to pay costs of the Public Improvements, or to pay interest, principal, or premium, and related costs on any of the aforesaid notes, bonds, loans or other obligations, prior to receipt of Service Payments.

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 said Section 5709.43.

Section 5. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Department of Development of the State of Ohio within fifteen 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 Section 5709.40 of the Ohio Revised Code.

Section 6. 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 eliminate existing hazards to vehicular traffic; 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

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

Ord. No. 2025-122 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

EXHIBIT A
THE PROPERTY

CITY OF STRONGSVILLE
SHEETZ WEST TIF Parcel Number

392-16-002



EXHIBIT B

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

The Public Improvements generally include, but are not limited to, any of the following improvements that will directly benefit the Property and all related costs of permanent improvements (including, but not limited to, improvements described in Revised Code Section 5709.40(A)(8) and those costs listed in Revised Code Section 133.15(B)):

- (i) the widening of and other improvements to Royalton Road from terminus to terminus and, including improvements to, or construction or installation of, intersections, traffic signalization and traffic controls, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (ii) the widening of and other improvements to Prospect Road from terminus to terminus, including improvements to, or construction or installation of, intersections, traffic signalization and traffic controls, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iii) the widening of and other improvements to Marks Road from terminus to terminus, including improvements to, or construction or installation of, intersections, traffic signalization and traffic controls, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iv) the widening of and other improvements to Pearl Road from terminus to terminus, including improvements to, or construction or installation of, intersections, traffic signalization and traffic controls, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (v) the widening of and other improvements to Drake, Shurmer and Lunn Roads from terminus to terminus, including improvements to, or construction or installation of, intersections, traffic signalization and traffic controls, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,

The Public Improvements further include the construction of or improvements to any other public streets, utilities, public facilities and public infrastructure improvements in and around the Property and directly benefiting the Property.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 123

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW COLLECTIVE BARGAINING AGREEMENT BETWEEN THE FRATERNAL ORDER OF THE POLICE, PARMA LODGE #15 (RADIO DISPATCHERS UNIT) AND THE CITY OF STRONGSVILLE THROUGH DECEMBER 31, 2027, AND DECLARING AN EMERGENCY.

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

Section 1. That the Mayor be and is hereby authorized and directed to execute and enter into a new collective bargaining agreement between the Fraternal Order of Police, Parma Lodge 15 (Radio Dispatchers Unit), and the City of Strongsville for a three-year period commencing retroactive to January 1, 2025 through December 31, 2027, copies of which are on file with the Clerk of Council and Human Resources Director, and which is in all respects hereby approved.

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

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

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate approval and implementation of the aforesaid Agreement is necessary in order to maintain the orderly and efficient operation of the Radio Dispatchers Unit of the Public Safety Division of the City, provide fair compensation for such collective bargaining unit members, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2025 – 123
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2025-123 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 124

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF STRONGSVILLE AND THE TEAMSTERS LOCAL UNION NO. 52 (BUILDING INSPECTORS), IN ORDER TO AMEND THE COLLECTIVE BARGAINING AGREEMENT CONCERNING WAGES AND EFFECTIVE THROUGH DECEMBER 31, 2027, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2024-202, the Mayor was authorized to enter into a Collective Bargaining Agreement between the Teamsters Local Union No. 52 (Building Inspectors) and the City of Strongsville through December 31, 2027; and

WHEREAS, at this time, both the City and Union have agreed to enter into a Memorandum of Understanding in order to amend the aforementioned Collective Bargaining Agreement concerning Article 29 Wages to be effective through December 31, 2027.

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 enter into a Memorandum of Understanding by and between the City of Strongsville and the Teamsters Local Union No. 52 (Building Inspectors), all as set forth in the Memorandum of Understanding attached hereto as Exhibit A, and which in all respects is hereby approved.

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

Section 3. 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 amend the Collective Bargaining Agreement in order to provide for an increase in wages through 2027. 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: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2025 – 124
Page 2

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

Attest: _____
Clerk of Council

Ord. No. 2025-124 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between the City of Strongsville (hereinafter referred to as "Employer") and Teamsters Local Union No. 52 Building Inspectors (hereinafter referred to as "Union"). The Employer and Union desire to enter into this MOU in order to modify the Collective Bargaining Agreement entered into on December 17, 2024, and which is effective January 1, 2025 through December 31, 2027. This MOU sets forth the following acknowledgements, understandings and agreements:

1. The Employer and Union agree to amend Article 29.01 Wages of the Collective Bargaining Agreement as follows:

ARTICLE 29 WAGES

29.01 The following wage schedule shall be in effect for certified and non-certified Building Inspectors during the term of this Agreement:

All Classifications will receive a **three and one-half percent (3.5%)** increase for **2025**.
All Classifications will receive a **three and one-half percent (3.05%)** increase for **2026**.
All Classifications will receive a **three and one-half percent (3.05%)** increase for **2027**.

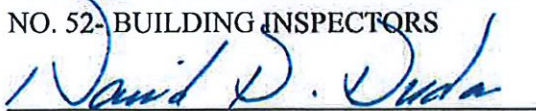
	1/1/2025		1/1/2026		1/1/2027	
	3.5% increase		3.5% increase		3.5% increase	
	Increase	Hourly Wage	Increase	Hourly Wage	Increase	Hourly Wage
0-12 months	\$1.10	\$32.56	\$1.08 \$1.14	\$33.54 \$33.70	\$1.04 \$1.18	\$34.55 \$34.88
13-24 months	\$1.16	\$34.24	\$1.03 \$1.20	\$35.27 \$35.44	\$1.06 \$1.24	\$36.33 \$36.68
25-36 months	\$1.22	\$36.00	\$1.08 \$1.26	\$37.08 \$37.26	\$1.14 \$1.30	\$38.19 \$38.56
After 36 Months	\$1.27	\$37.63	\$1.13 \$1.32	\$38.76 \$38.95	\$1.16 \$1.36	\$39.92 \$40.31

* * *

2. There shall be no changes or amendments to any other language in Article 29.01 Wages or any other section of the Collective Bargaining Agreement.

This Memorandum of Understanding is entered into by and between the parties this ____ day of October, 2025.

FOR THE TEAMSTERS LOCAL UNION
NO. 52- BUILDING INSPECTORS


David D. Dudas
Secretary Treasurer, Teamsters Local
Union No. 52

FOR THE CITY OF STRONGSVILLE

Thomas P. Perciak
Mayor, City of Strongsville

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 125

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF STRONGSVILLE AND THE TEAMSTERS LOCAL UNION NO. 52 (SERVICE WORKERS), IN ORDER TO AMEND THE COLLECTIVE BARGAINING AGREEMENT CONCERNING WAGES AND EFFECTIVE THROUGH DECEMBER 31, 2027, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2024-203, the Mayor was authorized to enter into a Collective Bargaining Agreement between the Teamsters Local Union No. 52 (Service Workers) and the City of Strongsville through December 31, 2027; and

WHEREAS, at this time, both the City and Union have agreed to enter into a Memorandum of Understanding in order to amend the aforementioned Collective Bargaining Agreement concerning Appendix 1 Wage Schedule to be effective through December 31, 2027.

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 enter into a Memorandum of Understanding by and between the City of Strongsville and the Teamsters Local Union No. 52 (Service Workers), all as set forth in the Memorandum of Understanding attached hereto as Exhibit A, and which in all respects is hereby approved.

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

Section 3. 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 amend the Collective Bargaining Agreement in order to provide for an increase in wages through 2027. 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: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2025 – 125
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	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Attest: _____
Clerk of Council

Ord. No. 2025-125 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into between the City of Strongsville (hereinafter referred to as "Employer") and Teamsters Local Union No. 52 Service Workers (hereinafter referred to as "Union"). The Employer and Union desire to enter into this MOU in order to modify the Collective Bargaining Agreement entered into on December 17, 2024, and which is effective January 1, 2025 through December 31, 2027. This MOU sets forth the following acknowledgements, understandings and agreements:

1. The Employer and Union agree to amend Appendix 1 Wage Schedule of the Collective Bargaining Agreement as follows:

APPENDIX 1 WAGE SCHEDULE

The City agrees to the following Wage increases from January 1, 2025 through December 31, 2027

All Classifications will receive a three and one-half percent (3.5%) increase for 2025

All Classifications will receive a three **and one-half** percent (3.5%) increase for 2026

All Classifications will receive a three **and one-half** percent (3.5%) increase for 2027

* * *

2026 WAGES (+3.5%)

Title/Classification	Step 1	Step 2	Step 3
Vehicle Maintenance Crew Leader	\$ 39.13	\$ 39.41	\$ 39.79
Sewer Crew Leader	\$ 39.13	\$ 39.41	\$ 39.79
Utility Repairperson	\$ 37.32	\$ 37.89	\$ 38.90
Sewer Tech III	\$ 37.32	\$ 37.89	\$ 38.90
Vehicle Mechanic II	\$ 37.32	\$ 37.89	\$ 38.90
Heavy Equipment Operator	\$ 37.32	\$ 37.89	\$ 38.90
Arborist II	\$ 37.32	\$ 37.89	\$ 38.90
Sign Maker/Repair III	\$ 37.32	\$ 37.89	\$ 38.90
Sexton	\$ 37.32	\$ 37.89	\$ 38.90
Animal Control Officer	\$ 37.32	\$ 37.89	\$ 38.90
Concrete III	\$ 37.32	\$ 37.89	\$ 38.90
Sign Maker/Repair II	\$ 36.38	\$ 36.64	\$ 36.75
Sewer Tech II	\$ 36.38	\$ 36.64	\$ 36.75
Concrete II	\$ 36.38	\$ 36.64	\$ 36.75
Bus Driver	\$ 36.38	\$ 36.64	\$ 36.75
Turf Specialist	\$ 36.38	\$ 36.64	\$ 36.75
Vehicle Mechanic I	\$ 31.40	\$ 33.10	\$ 34.76
Truck Driver	\$ 31.40	\$ 33.10	\$ 34.76
Sign Maker/Repair I	\$ 31.40	\$ 33.10	\$ 34.76
Sewer Tech I	\$ 31.40	\$ 33.10	\$ 34.76
Arborist I	\$ 31.40	\$ 33.10	\$ 34.76
Concrete I	\$ 31.40	\$ 33.10	\$ 34.76
Laborer	\$ 24.90	\$ 26.60	\$ 28.29
Tree Care Technician	\$ 24.90	\$ 26.60	\$ 28.29

Title/Classification	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Vehicle Maintenance Crew Leader	\$ 39.32	\$ 39.60	\$ 39.98
Sewer Crew Leader	\$ 39.32	\$ 39.60	\$ 39.98
Utility Repairperson	\$ 37.50	\$ 38.08	\$ 39.09
Sewer Tech III	\$ 37.50	\$ 38.08	\$ 39.09
Vehicle Mechanic II	\$ 37.50	\$ 38.08	\$ 39.09
Heavy Equipment Operator	\$ 37.50	\$ 38.08	\$ 39.09
Arborist II	\$ 37.50	\$ 38.08	\$ 39.09
Sign Maker/Repair III	\$ 37.50	\$ 38.08	\$ 39.09
Sexton	\$ 37.50	\$ 38.08	\$ 39.09
Animal Control Officer	\$ 37.50	\$ 38.08	\$ 39.09
Concrete III	\$ 37.50	\$ 38.08	\$ 39.09
Sign Maker/Repair II	\$ 36.56	\$ 36.81	\$ 36.93
Sewer Tech II	\$ 36.56	\$ 36.81	\$ 36.93
Concrete II	\$ 36.56	\$ 36.81	\$ 36.93
Bus Driver	\$ 36.56	\$ 36.81	\$ 36.93
Turf Specialist	\$ 36.56	\$ 36.81	\$ 36.93
Vehicle Mechanic I	\$ 31.56	\$ 33.26	\$ 34.93
Truck Driver	\$ 31.56	\$ 33.26	\$ 34.93
Sign Maker/Repair I	\$ 31.56	\$ 33.26	\$ 34.93
Sewer Tech I	\$ 31.56	\$ 33.26	\$ 34.93
Arborist I	\$ 31.56	\$ 33.26	\$ 34.93
Concrete I	\$ 31.56	\$ 33.26	\$ 34.93
Laborer	\$ 25.02	\$ 26.73	\$ 28.43
Tree Care Technician	\$ 25.02	\$ 26.73	\$ 28.43

2027 WAGES (+3.5%)

Title/Classification	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>
Vehicle Maintenance Crew Leader	\$ 40.30	\$ 40.59	\$ 40.98
Sewer Crew Leader	\$ 40.30	\$ 40.59	\$ 40.98
Utility Repairperson	\$ 38.44	\$ 39.03	\$ 40.07
Sewer Tech III	\$ 38.44	\$ 39.03	\$ 40.07
Vehicle Mechanic II	\$ 38.44	\$ 39.03	\$ 40.07
Heavy Equipment Operator	\$ 38.44	\$ 39.03	\$ 40.07
Arborist II	\$ 38.44	\$ 39.03	\$ 40.07
Sign Maker/Repair III	\$ 38.44	\$ 39.03	\$ 40.07
Sexton	\$ 38.44	\$ 39.03	\$ 40.07
Animal Control Officer	\$ 38.44	\$ 39.03	\$ 40.07
Concrete III	\$ 38.44	\$ 39.03	\$ 40.07
Sign Maker/Repair II	\$ 37.47	\$ 37.74	\$ 37.85
Sewer Tech II	\$ 37.47	\$ 37.74	\$ 37.85
Concrete II	\$ 37.47	\$ 37.74	\$ 37.85
Bus Driver	\$ 37.47	\$ 37.74	\$ 37.85
Turf Specialist	\$ 37.47	\$ 37.74	\$ 37.85
Vehicle Mechanic I	\$ 32.34	\$ 34.09	\$ 35.80
Truck Driver	\$ 32.34	\$ 34.09	\$ 35.80

Sign Maker/Repair I	\$ 32.34	\$ 34.09	\$ 35.80
Sewer Tech I	\$ 32.34	\$ 34.09	\$ 35.80
Arborist I	\$ 32.34	\$ 34.09	\$ 35.80
Concrete I	\$ 32.34	\$ 34.09	\$ 35.80
Laborer	\$ 25.65	\$ 27.40	\$ 29.14
Tree Care Technician	\$ 25.65	\$ 27.40	\$ 29.14

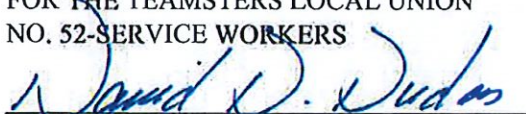
Title/Classification	Step 1	Step 2	Step 3
Vehicle Maintenance Crew Leader	\$ 40.70	\$ 40.99	\$ 41.38
Sewer Crew Leader	\$ 40.70	\$ 40.99	\$ 41.38
Utility Repairperson	\$ 38.81	\$ 39.41	\$ 40.46
Sewer Tech III	\$ 38.81	\$ 39.41	\$ 40.46
Vehicle Mechanic II	\$ 38.81	\$ 39.41	\$ 40.46
Heavy Equipment Operator	\$ 38.81	\$ 39.41	\$ 40.46
Arborist II	\$ 38.81	\$ 39.41	\$ 40.46
Sign Maker/Repair III	\$ 38.81	\$ 39.41	\$ 40.46
Sexton	\$ 38.81	\$ 39.41	\$ 40.46
Animal Control Officer	\$ 38.81	\$ 39.41	\$ 40.46
Concrete III	\$ 38.81	\$ 39.41	\$ 40.46
Sign Maker/Repair II	\$ 37.84	\$ 38.10	\$ 38.22
Sewer Tech II	\$ 37.84	\$ 38.10	\$ 38.22
Concrete II	\$ 37.84	\$ 38.10	\$ 38.22
Bus Driver	\$ 37.84	\$ 38.10	\$ 38.22
Turf Specialist	\$ 37.84	\$ 38.10	\$ 38.22
Vehicle Mechanic I	\$ 32.66	\$ 34.42	\$ 36.15
Truck Driver	\$ 32.66	\$ 34.42	\$ 36.15
Sign Maker/Repair I	\$ 32.66	\$ 34.42	\$ 36.15
Sewer Tech I	\$ 32.66	\$ 34.42	\$ 36.15
Arborist I	\$ 32.66	\$ 34.42	\$ 36.15
Concrete I	\$ 32.66	\$ 34.42	\$ 36.15
Laborer	\$ 25.90	\$ 27.67	\$ 29.43
Tree Care Technician	\$ 25.90	\$ 27.67	\$ 29.43

* * *

2. There shall be no changes or amendments to any other language in Appendix 1 Wage Schedule or any other section of the Collective Bargaining Agreement.

This Memorandum of Understanding is entered into by and between the parties this ____ day of October, 2025.

FOR THE TEAMSTERS LOCAL UNION
NO. 52-SERVICE WORKERS



David D. Dudas
Secretary Treasurer, Teamsters Local
Union No. 52

FOR THE CITY OF STRONGSVILLE

Thomas P. Perciak
Mayor, City of Strongsville