



City of Strongsville

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

December 12, 2024

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Brian M. Spring
At-Large

Aimee Pientka, MMC
Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, December 16, 2024**, to be held in the Caucus Room and the Council Chamber at the **Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road**:

Caucus will begin at 6:30 p.m. All committees listed will meet immediately following the previous committee:

6:30 P.M. **Public Safety & Health Committee** will meet to discuss Ordinance No. 2024-194.

Recreation & Community Services Committee will meet to discuss Ordinance No. 2024-195, and Resolution Nos. 2024-196 and 2024-197.

Finance Committee will meet to discuss will discuss Ordinance Nos. 2024-198, 2024-199, and Resolution No. 2024-200.

Planning, Zoning and Engineering Committee will meet to discuss Ordinance No. 2024-201.

Committee of the Whole will meet to discuss Ordinance Nos. 2024-202, 2024-203, and 2024-204.

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, DECEMBER 16, 2024 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 – December 2, 2024*
6. APPOINTMENTS, CONFIRMATIONS AWARDS AND RECOGNITION:
 - Mayor's re-appointment and Council confirmation of David R. Knowles to a four (4) year term on the City's Civil Service Commission effective January 17, 2025 and expiring on January 16, 2029. (Oath of Office to follow at a later date.)
 - Presentation by The Strongsville St. Francis of Assisi Council of the Knights of Columbus:
 - 2024 Firefighter of the Year: Lieutenant John Douglas
 - 2024 Police Officer of the Year: Patrolman Luke Berry
 - Presentation of 2024 Strongsville Fire Department recognition awards:
 - Company Citation Award
 - Lieutenant John Douglas
 - Firemedic Grant Loeding
 - Firemedic Jason March
 - Leadership Award
 - Lieutenant Matt Ditlevson
 - Community Service Award
 - Firemedic Jack Petrick, Retired
 - Presentation of 2023 Strongsville Police Department recognition awards:
 - Professionalism Award
 - Sergeant Jon Hayes
 - Patrolman Dave Gallagher
 - Patrolman Ed Lajeski
 - Quality Service Award
 - Patrolman Kevin Schaefer
 - Joseph A. Gambino Prosecutor's Award
 - Detective Mike Bertz
 - Life Saving Award
 - Sergeant Ron Stolz

7. REPORTS OF COUNCIL COMMITTEE:

- ECONOMIC DEVELOPMENT – Clark
- BUILDING & UTILITIES – Roff
- PUBLIC SAFETY AND HEALTH – Roff
- RECREATION AND COMMUNITY SERVICES – Spring
- SCHOOL BOARD – Spring
- FINANCE – Short
- SOUTHWEST GENERAL HEALTH SYSTEM – Short
- COMMUNICATIONS AND TECHNOLOGY – Kaminski
- PLANNING, ZONING AND ENGINEERING – Kosek
- PUBLIC SERVICE AND CONSERVATION – Kosek
- COMMITTEE-OF-THE-WHOLE – Carbone

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. 2024-194 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NINTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF BEREA, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2025, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-195 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LICENSE AGREEMENT WITH THE CLEVELAND CLINIC FOUNDATION FOR THE USE OF CERTAIN AREAS AT THE WALTER F. EHRLFELT RECREATION & SENIOR CENTER, AND DECLARING AN EMERGENCY.
- Resolution No. 2024-196 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING A MONETARY DONATION TO THE CITY OF STRONGSVILLE TO BE USED FOR THE WOODSHOP LOCATED AT THE WALTER F. EHRLFELT RECREATION & SENIOR CENTER.

- Resolution No. 2024-197 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING A MONETARY DONATION TO THE CITY OF STRONGSVILLE TO BE USED FOR THE CITY'S WALTER F. EHRSFELT SENIOR CENTER.
- Ordinance No. 2024-198 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2024 AND REPEALING ORDINANCE NUMBER 2024-185.
- Ordinance No. 2024-199 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE GENERAL SALARY ORDINANCE TO AMEND ARTICLE 5, POSITION PLAN, IN ORDER TO ENACT NEW SECTIONS 5-196, 5-197, 5-198, 5-231, 5-232, 5-233 AND 5-238 TO ESTABLISH, ALLOCATE AND FIX THE COMPENSATION OF CERTAIN COLLECTIVE BARGAINING POSITIONS IN THE PUBLIC SERVICE DEPARTMENT; TO AMEND SECTIONS 6-003, 9-002, 9-007, 9-008, 9-009 AND 9-011, IN ORDER TO ADJUST CERTAIN PROVISIONS CONCERNING SALARY AND HOURLY PAY RANGE SCHEDULES AND TO FIX THE COMPENSATION OF CERTAIN SALARIED AND HOURLY EMPLOYEES; REPEALING ALL OTHER ORDINANCES IN CONFLICT HERewith; AND DECLARING AN EMERGENCY.
- Resolution No. 2024-200 by Mayor Perciak and All Members of Council. A RESOLUTION REQUESTING THE FISCAL OFFICER OF CUYAHOGA COUNTY TO ADVANCE CERTAIN FUNDS, BOTH GENERAL OPERATING AND SPECIAL ASSESSMENTS, TO THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-201 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 2 (FINAL) FOR AN INCREASE IN THE CONTRACT PRICE, IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND SUBURBAN MAINTENANCE & CONSTRUCTION, INC., IN CONNECTION WITH THE WHITNEY ROAD COVERED BRIDGE PROJECT (CUY-WHITNEY ROAD BRIDGE PID NO. 111574), AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-202 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT BETWEEN TEAMSTERS LOCAL UNION NO. 52 (BUILDING INSPECTORS), AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS AND THE CITY OF STRONGSVILLE THROUGH DECEMBER 31, 2027, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-203 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT BETWEEN TEAMSTERS LOCAL UNION NO. 52 (SERVICE WORKERS), AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS AND THE CITY OF STRONGSVILLE THROUGH DECEMBER 31, 2027, AND DECLARING AN EMERGENCY.

- Ordinance No. 2024-204 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AN INCREASE IN THE HOURLY RATES FOR SPECIAL LEGAL COUNSEL IN CONNECTION WITH ONGOING COLLECTIVE BARGAINING AND LABOR RELATIONS MATTERS, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

*Application for Permit: **NEW - D5I:** To: Morning chef LLC; **DBA: Another Broken Egg**, 8913 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 12/27/2024).*

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 194

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NINTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF BEREA, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2025, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance No. 2014-178 on October 20, 2014, the Strongsville City Council authorized an Agreement with the City of Berea for public safety services; and

WHEREAS, through adoption of Ordinance No. 2014-77 on October 20, 2014, the Berea City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on November 3, 2014, Strongsville and Berea entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Berea Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Berea Police Department and the Berea Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Berea agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter on February 17, 2016, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2016-022; and

WHEREAS, additionally, through passage of Ordinance Nos. 2016-220, 2018-009, 2020-002, 2020-176, 2021-165, 2022-010 and 2024-003, Council authorized the Mayor to enter into subsequent amendments to the *Agreement for Public Safety Dispatch Services*, consistent with such Agreement; and

WHEREAS, based upon ten (10) years of operations and in accordance with provisions of said Agreement, it is now necessary to amend the provision relating to payment for Dispatch Services; and

WHEREAS, Berea has agreed to such a Ninth Amendment providing for an increase in fees commencing January 1, 2025.

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 *Ninth Amendment to Agreement* for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of Berea, Ohio, providing for an adjustment in the payment of fees to the City of Strongsville for dispatch services for 2025, commencing January 1, 2025, at an adjusted rate of \$39,263.83 per month, for a total of \$471,166.00 for the year 2025, in accordance with the terms and conditions set forth in the Ninth Amendment to Agreement attached hereto as Exhibit "A" and incorporated herein by reference, which in all respects is hereby approved.

Section 2. That any funds received pursuant to this Ordinance shall be deposited into the General Fund, and any expenditures required by the City to effectuate the Agreement have been appropriated for 2025 and shall be paid from the General Fund.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into the Amendment to Agreement to provide for proper and fair compensation to the City for dispatch services, to act in accordance with the terms and conditions of the Agreement, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2024-194 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

**NINTH AMENDMENT TO AGREEMENT
FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN
THE CITY OF STRONGSVILLE, OHIO AND
THE CITY OF BEREA, OHIO**

THIS NINTH AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this ____ day of _____, 2024, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and the **CITY OF BEREA**, Ohio, hereinafter designated as "Berea".

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2014-178 on October 20, 2014, the Strongsville City Council authorized an Agreement with the City of Berea for public safety services; and

WHEREAS, through adoption of Ordinance No. 2014-77 on October 20, 2014, the Berea City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on November 3, 2014, Strongsville and Berea entered into an *Agreement for Public Safety Dispatch Services* ("Agreement"), in which Strongsville agreed to dispatch Berea Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Berea Police Department and the Berea Fire Department and other public safety resources (such as animal control) generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Berea agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter, on February 17, 2016, the parties entered into an *Amendment to Agreement* providing for an adjustment to the provision for payment based upon the first year and a half of operations and consistent with the Agreement; and as authorized by Strongsville City Council in Ordinance No. 2016-022; and

WHEREAS, yearly thereafter, the parties have entered into various amendments to the Agreement, which provide for adjustments to the provision for payment based on the total number of years of operation and consistent with the original Agreement, and subsequently authorized by Strongsville City Council in Ordinance Nos. 2016-220, 2018-009, 2020-002, 2020-176, 2021-165, 2022-010 and 2024-003; and

WHEREAS, now based upon ten (10) years of operations and in accordance with provisions of said Agreement, it is now necessary to amend the provision relating to payment for Dispatch Services.

EX. A

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in the Agreement and herein, it is agreed as follows:

1. Article I(F) of the Agreement be and is hereby amended to read in part as follows:

* * *

"F. Payment for Dispatch Services: Berea, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Twenty-Five Thousand Dollars (\$25,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total annual fee of Three Hundred Thousand Dollars (\$300,000.00) through December 31, 2015. For the period of operation from January 1, 2016 through February 29, 2016, Berea will pay Strongsville at the same rate of Twenty-Five Thousand Dollars (\$25,000.00) per month; and thereafter from March 1, 2016 through December 31, 2016, Berea will pay Strongsville at an increased rate of Twenty-Six Thousand Dollars (\$26,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Three Hundred Ten Thousand Dollars (\$310,000.00) for such second year of operation. For the period of operation from January 1, 2017 through December 31, 2017, Berea will pay Strongsville at an increased rate of pay of Twenty-Seven Thousand Six Hundred Forty-One Dollars (\$27,641.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Thirty-One Thousand Seven Hundred Dollars (\$331,700.00) for such third year of operation. For the period of operation from January 1, 2018 through December 31, 2018, Berea will pay Strongsville at an increased rate of pay of Twenty-Nine Thousand Three Hundred Dollars (\$29,300.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Fifty-One Thousand Six Hundred Dollars (\$351,600.00) for such fourth year of operation. For the period of operation from January 1, 2020 to December 31, 2020, Berea will pay Strongsville at an increased rate of pay of Thirty-One Thousand Fifty-Eight and 00/100 Dollars (\$31,058.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Seventy-Two Thousand Six Hundred Ninety-Six and 00/100 Dollars (\$372,696.00) for such year of operation. For the period of operation from January 1, 2021 to December 31, 2021, Berea will pay Strongsville at an increased rate of pay of Thirty-Two Thousand Nine Hundred Twenty-One and 48/100 Dollars (\$32,921.48) per month by the first of each month for Dispatch Services provided in that month, for a total of Three Hundred Ninety-Five Thousand Fifty-Seven and 76/100 Dollars (\$395,057.76) for such year of operation. For

the period of operation from January 1, 2022 to December 31, 2022, Berea will pay Strongsville at an increased rate of pay of Thirty-Five Thousand Eight Hundred Eighty-Five and 00/100 Dollars (\$35,885.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Four Hundred Thirty Thousand Six Hundred Twenty and 00/100 Dollars (\$430,620.00) for such year of operation." For the period of operation from January 1, 2023 to December 31, 2023, Berea will pay Strongsville at an increased rate of pay of Thirty-Eight Thousand Thirty-Seven and 50/100 Dollars (\$38,037.50) per month by the first of each month for Dispatch Services provided in that month, for a total of Four Hundred Fifty-Six Thousand Four Hundred Fifty and 00/100 Dollars (\$456,450.00) for such year of operation. For the period of operation from January 1, 2024 to December 31, 2024, Berea will pay Strongsville at an increased rate of pay of Thirty-Eight Thousand Seven Hundred Eighty-Four and 58/100 Dollars (\$38,784.58) per month by the first of each month for Dispatch Services provided in that month, for a total of Four Hundred Sixty-Five Thousand Four Hundred Fifteen and 00/100 Dollars (\$465,415.00) for such year of operation. For the period of operation from January 1, 2025 to December 31, 2025, Berea will pay Strongsville at an increased rate of pay of Thirty-Nine Thousand Two Hundred Sixty-Three and 83/100 Dollars (\$39,263.83) per month by the first of each month for Dispatch Services provided in that month, for a total of Four Hundred Seventy-One Thousand One Hundred Sixty-Six and 00/100 Dollars (\$471,166.00) for such year of operation.

* * *

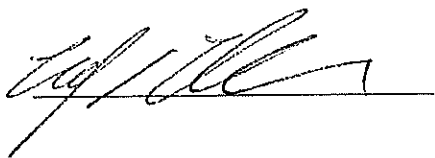
2. This Ninth Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2025 only as specifically set forth herein. All rights and obligations of Strongsville and Berea under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

3. This Ninth Amendment to Agreement shall be binding upon Strongsville and Berea and their respective successors and assigns.

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

Signed in the presence of:

CITY OF BEREA
("Berea")



By:

Cyril M. Kleem, Mayor

3 Barbara L. Kneen
Acting Mayor

**CITY OF STRONGSVILLE
("Strongsville")**

By: _____

Thomas P. Perciak, Mayor

CERTIFICATE OF FINANCE DIRECTOR

I hereby certify that the amount of money required to meet the expenditures called for by this Amendment to Agreement is in the treasury, to the credit of the fund for which it is to be drawn, or in the process of collection, and not appropriated for any other purpose.

December 4, 2024

Date

Andrea Morris
Andrea Morris, Finance Director, City of Berea

**CERTIFICATE OF LAW DIRECTOR FOR THE
CITY OF BEREa**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 4th day of DECEMBER, 2024

Danielle Feltz Smith
Barbara Jones, Law Director, ASST. Law Dir.
Danielle Feltz Smith

**CERTIFICATE OF LAW DIRECTOR FOR THE
CITY OF STRONGSVILLE**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this ____ day of _____, 2024.

Neal M. Jamison, Law Director

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 195

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO
A LICENSE AGREEMENT WITH THE CLEVELAND CLINIC
FOUNDATION FOR THE USE OF CERTAIN AREAS AT THE
WALTER F. EHRSFELT RECREATION & SENIOR CENTER,
AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville (hereinafter "City") is the owner and operator of the Walter F. Ehrnfelt Recreation & Senior Center, located at 18100 Royalton Road, in the City of Strongsville; and

WHEREAS, The Cleveland Clinic Foundation (hereinafter "Clinic") is an Ohio non-profit, corporation principally located in the City of Cleveland, Ohio; and

WHEREAS, in order to carry out the public purpose of providing for the health and welfare of the people in the State of Ohio and City of Strongsville, by enhancing the availability, efficiency and economy of Hospital Facilities (as defined in Section 140.01(E) of the Ohio Revised Code) and the services rendered thereby, available to the public without discrimination by reason of race, creed, color, or national origin, the City has determined to allow the Clinic to provide certain patient aquatic rehabilitation services in the Recreation Center for the purposes set forth in the License Agreement attached hereto as Exhibit A; and

WHEREAS, therefore, the City and Clinic are desirous of entering into such License Agreement on the terms and conditions set forth in the Agreement, and for a term of three (3) years commencing on January 1, 2025 through December 31, 2027.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO BY TWO-THIRDS VOTE OF ITS MEMBERS:

Section 1. That this Council hereby finds and determines that allowing The Cleveland Clinic Foundation to provide certain patient aquatic rehabilitation services in the Walter F. Ehrnfelt Recreation & Senior Center, at 18100 Royalton Road, Strongsville, Ohio, as set forth in the License Agreement attached hereto as Exhibit A, is in furtherance of a public purpose and in the best interest of the City.

Section 2. That this Council accordingly authorizes and directs the Mayor to enter into a three (3) year License Agreement with The Cleveland Clinic Foundation, an Ohio non-profit corporation, commencing on January 1, 2025 through December 31, 2027, substantially in accordance with the terms and conditions set forth in the License Agreement attached hereto.

Section 3. That any funds required for the implementation of this Ordinance will be paid from the Multi-Purpose Complex Fund.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 195

Page 2

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 in the best interest of the City to enter into a License Agreement with the Clinic in order to provide certain health-related aquatic services at the City's Recreation Center. 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.

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. 2024-195 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

License Agreement

This License Agreement (the "License"), dated as of the latest date of signature below, is by and between the City of Strongsville, for and on behalf of its Parks & Recreation Department, located at 16099 Foltz Parkway, Strongsville, OH 44149 (the "Licensor"), and The Cleveland Clinic Foundation, an Ohio nonprofit corporation, located at 9500 Euclid Avenue, Cleveland, OH 44195 (the "Licensee").

A. Grant of License:

For and in consideration of the fees set forth in Exhibit A attached hereto and made a part hereof, Licensor hereby grants Licensee the right to use the indoor Activity Pool and Lap Pool (collectively, the "Licensed Area") as scheduled in advance in accordance with Exhibit A, as well as the locker room on the lower floor of the Ehrnfelt Recreation & Senior Center located at 18100 Royalton Road, Strongsville, OH 44136 (the "Premises") for the purpose of patient aquatic rehabilitation (the "Permitted Use") during such days and hours each week (the "Scheduled Use") as may be determined by mutual agreement of the parties effective January 1, 2025 (the "Commencement Date") and continuing through December 31, 2027 (the "Term"). The parties acknowledge and agree that during the Scheduled Use Licensee shall have the exclusive use of the Licensed Area or such portions of it as are being used for the Permitted Use.

B. Licensee agrees as follows:

1. To provide to Licensor a Certificate of Liability Insurance as evidence that it has for the entire term of the License comprehensive general liability insurance for bodily injury and property damage, combined in a minimum amount of \$1,000,000.00 for each claim and \$3,000,000.00 aggregate.
2. To accept the Licensed Area in its "as is" condition without any express or implied warranty by Licensor or its agent or representatives concerning any matter relating to the Licensed Area.
3. To operate in accordance with all applicable laws, rules, ordinances, and regulations of any federal, state, local, or other governmental authority and in accordance with the rules and regulations applicable to the Licensed Area.
4. If any government approvals, licenses or permits are required in connection with Licensee's occupancy and use of said Licensed Area, then Licensee shall be responsible for obtaining such approvals, licenses and permits at Licensee's sole cost and expense. Copies of any and all required permits, licenses and approvals shall be provided to Licensor upon request.
5. Not to injure, damage or deface said Licensed Area and to properly dispose of all garbage and leave the Licensed Area in the same condition as existed prior to the commencement of this License.
6. To use the Licensed Area solely for patient aquatic rehabilitation.

C. Licensor agrees as follows:

1. To provide to Licensee a Certificate of Liability Insurance as evidence that it has for the entire term of the License comprehensive general liability insurance for bodily injury and property damage, combined in a minimum amount of \$1,000,000.00 for each claim and \$2,000,000.00 aggregate.
2. To operate in accordance with all applicable laws, rules, ordinances, and regulations of any federal, state, local, or other governmental authority and in accordance with the rules and regulations applicable to the Premises.
3. To provide Licensee with full use of the Licensed Area, including but not limited to, the locker room with wheelchair accessible locker facilities; and aquatic equipment, including but not limited to kickboards and flotation devices.
4. To staff the Licensed Area during Licensee's use of the Licensed Area.

D. Additional Conditions

1. Licensee's right to use the Licensed Area shall commence on the Commencement Date and shall expire at the end of the Term, provided however, that this License is terminable by either Licensor or Licensee for any reason upon thirty (30) day written notice to the other at the contact information stated below. Notice shall be given by personal delivery, or by courier or overnight delivery by a recognized national delivery or local courier service. Either party may change its contact information by notifying the other party in writing. Notice shall be deemed given upon receipt, or delivery refused, at the following addresses:

To Licensee at:

The Cleveland Clinic Foundation
9500 Euclid Avenue (A41)
Cleveland, OH 44195
Attention: Sr. Director, Rehabilitation & Sports Therapy

with a copy to:

The Cleveland Clinic Foundation
9500 Euclid Avenue (HS1-02)
Cleveland, OH 44195
Attention: Sr. Director, Real Estate

and to:

The Cleveland Clinic Foundation
3050 Science Park Drive (AC321)
Beachwood, OH 44122

Attention: Sr. Counsel, Real Estate

To Licensor at:

City of Strongsville
Parks & Recreation Department
16099 Foltz Parkway
Strongsville, OH 44149
Attention: Thomas Perciak, Mayor

2. Licensor and Licensee each reserve the right to the control and use of their respective names, copyrights, symbols, trademarks and service marks in advertising, promotional materials or otherwise.
3. Licensee shall not assign the License and shall not sublicense the Licensed Area or any part thereof or any right or privilege appurtenant thereto, without the prior written consent of Licensor, which consent may be granted or withheld by Licensor in its sole discretion. Any such assignment or sublicense without the prior written consent of Licensor shall be void and have no force or effect.
4. An authorized representative of each party shall execute this License and all notices given by such party hereunder. Licensee represents and warrants that the individual(s) executing this License is authorized to bind Licensee to the rights, obligations, conditions and terms set forth in this License. Licensor represents and warrants that the individual(s) executing this License has full power and authority to grant this License and is authorized to bind Licensor to the rights, obligations, conditions and terms set forth herein.
5. Except for the parties' attorneys, accountants and financial advisors, neither party shall disclose to any third party the terms or conditions of this License without the express written consent of the other party. If either Licensor or Licensee discloses the terms or conditions of this License to any permitted third party, it shall cause such third party to abide by the confidentiality provision hereof. In the event of a breach of this provision, the disclosing party shall be responsible to the other party for any damages resulting from such breach.
6. All terms and conditions of this License shall terminate upon expiration of this License.

[SIGNATURES ARE ON FOLLOWING PAGE]

It is agreed that this License will be in force when signed by both parties.

LICENSOR:

LICENSEE:

City of Strongsville

The Cleveland Clinic Foundation

By: _____
Thomas Perciak
Mayor

By: _____
Gary Calabrese
Sr. Director, Rehabilitation &
Sports Therapy

Date: _____

Date: _____

EXHIBIT A

LICENSE FEES, SCHEDULING AND INVOICING

- *From January 1, 2025 through December 31, 2027, Licensee shall pay to Licensor a fee of Eighteen and 00/100 Dollars (\$18.00) per patient per visit.*
- *Licensee shall schedule all patient visits with Licensor through Epic on such days and times as are mutually agreed to between the parties.*
- *Licensee shall pay Licensor the fees due for its use of the Licensed Area monthly in arrears within thirty (30) days of Licensee's receipt of an invoice from Licensor.*

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 196

By: Mayor Perciak and All Members of Council

**A RESOLUTION ACCEPTING A MONETARY DONATION TO
THE CITY OF STRONGSVILLE TO BE USED FOR THE
WOODSHOP LOCATED AT THE WALTER F. EHRSFELT
RECREATION & SENIOR CENTER.**

WHEREAS, the City of Strongsville Walter F. Ehrnfelt Recreation & Senior Center offers a wide variety of programs and activities for all seniors who are residents and non-residents, and further sponsors many different types of events; and

WHEREAS, the Senior Center provides volunteers who perform woodshop services, such as repairing small wood items, chairs, tables, etc., all for a minimal charge; and

WHEREAS, Strongsville resident, Cindy Szczecinski, would like to donate \$200.00 to the City to be used for the Senior Center woodshop, in memory of her late husband, Walter Szczecinski, who enjoyed working in the woodshop; and

WHEREAS, the City is desirous of accepting such generous donation.

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

Section 1. That this Council hereby graciously accepts the above donation from Cindy Szczecinski, in memory of her late husband, Walter Szczecinski, and along with Mayor Perciak, expresses the City's appreciation for the generous donation of such funds for use at the City's Walter F. Ehrnfelt Recreation & Senior Center woodshop.

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

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

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 196

Page 2

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

Attest: _____
Clerk of Council

Res.
Ord. No. 2024-196 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 197

By: Mayor Perciak and All Members of Council

**A RESOLUTION ACCEPTING A MONETARY DONATION TO THE
CITY OF STRONGSVILLE TO BE USED FOR THE CITY'S
WALTER F. EHRSFELT SENIOR CENTER.**

WHEREAS, the City of Strongsville Walter F. Ehrnfelt Recreation & Senior Center offers a wide variety of programs and activities for all seniors who are residents and non-residents, and further sponsors many different types of events; and

WHEREAS, City of Strongsville resident, Linda Rhea, enjoys spending time at the Senior Center and participating in the programs and activities; and

WHEREAS, therefore, Ms. Rhea has graciously decided to donate \$1,000.00 to the City to be used for the Senior Center; and

WHEREAS, the City is desirous of accepting such generous donation.

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

Section 1. That this Council hereby graciously accepts the above donation from Linda Rhea, and along with Mayor Perciak, expresses the City's appreciation for such generous donation to be utilized by the Walter F. Ehrnfelt Senior Center.

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

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

President of Council

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. 2024-197 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2024 - 198
BY: MAYOR THOMAS P. PERCIAK

AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER
EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2024 AND REPEALING ORDINANCE
NUMBER 2024 - 185

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

Section 1: THAT THERE BE APPROPRIATED FROM THE FOLLOWING FUNDS AND AS FURTHER DETAILED IN
THE SCHEDULE ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN:

General Fund - 101					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
101	Total General Fund	\$ 18,314,288.00	\$ 10,764,120.00	\$ 29,563,607.00	\$ 58,642,015.00
Special Revenue Funds - 200					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,735,000.00	\$ -	\$ -	\$ 1,735,000.00
204	Street Construction & Maintenance	5,549,470.00	7,098,750.00	-	12,648,220.00
205	State Highway Maintenance	-	450,000.00	-	450,000.00
206	Motor Vehicle License Tax	-	450,000.00	-	450,000.00
207	Emergency Vehicle Fund	-	3,261,788.00	-	3,261,788.00
208	Fire Levy	9,478,866.00	1,448,000.00	-	10,926,866.00
209	Fire Pension	1,800,000.00	-	-	1,800,000.00
210	Southwest Emergency Dispatch	3,907,448.00	299,900.00	-	4,207,348.00
211	Clerk of Court	-	37,000.00	-	37,000.00
212	Drainage Levy	-	1,323,000.00	-	1,323,000.00
213	Local Fiscal Recovery	1,188,908.00	-	300,000.00	1,488,908.00
214	Multi-Purpose Complex	3,615,212.00	2,426,090.00	-	6,041,302.00
215	Southwest General Hospital	-	382,979.00	-	382,979.00
216	Law Enforcement Federal Seizures	-	60,000.00	-	60,000.00
217	Law Enforcement State Seizures	-	5,000.00	-	5,000.00
218	Law Enforcement Drug Fine	-	1,000.00	-	1,000.00
219	Law Enforcement DWI/DUI	-	15,000.00	-	15,000.00
220	Tree Fund	-	183,000.00	-	183,000.00
222	Community Diversion	-	3,000.00	-	3,000.00
223	Bond Escrow	-	718,500.00	-	718,500.00
224	Earned Benefits	405,000.00	-	-	405,000.00
225	One Ohio Settlement Fund	-	30,000.00	-	30,000.00
200	Total Special Revenue Funds	\$ 27,679,904.00	\$ 18,193,007.00	\$ 300,000.00	\$ 46,172,911.00
Debt Service Funds - 300					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ -	\$ 4,190,275.00	\$ -	\$ 4,190,275.00
333	Pearl Road TIF # 1	-	580,288.00	-	580,288.00
334	Royalton Road TIF	-	176,700.00	-	176,700.00
335	Pearl Road TIF # 2	-	86,317.00	-	86,317.00
336	Pearl Road TIF # 3	-	45,583.00	-	45,583.00
337	Westwood Commons TIF	-	35,486.00	-	35,486.00
338	Giant Eagle TIF	-	132,620.00	-	132,620.00
339	GETGO TIF	-	20,000.00	-	20,000.00
340	Clover Senior TIF	-	157,100.00	-	157,100.00
341	Pearl Road TIF # 4	-	265,120.00	-	265,120.00
342	Cane's/Chase TIF	-	55,810.00	-	55,810.00
343	Brighton Best TIF	-	3,975.00	-	3,975.00
344	Pearl North TIF	-	108,075.00	-	108,075.00
346	Camden Woods TIF	-	483.00	9,000.00	9,483.00
300	Total Debt Service Funds	\$ -	\$ 5,857,832.00	\$ 9,000.00	\$ 5,866,832.00

Capital Improvement Capital Project Funds - 400					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ 2,522,000.00	\$ -	\$ 2,522,000.00
442	General Capital Improvement	-	20,601,884.00	-	20,601,884.00
447	TIF Capital Improvements	-	334,256.00	-	334,256.00
448	Town Center Improvement Fund	-	1,049,920.00	5,753,500.00	6,803,420.00
400	Total Capital Project Funds	\$ -	\$ 24,508,060.00	\$ 5,753,500.00	\$ 30,261,560.00

Enterprise Funds - 500					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 2,174,893.00	\$ 10,475,959.00	\$ -	\$ 12,650,852.00

Internal Service Fund - 600					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
661	Health Insurance Reserve	\$ -	\$ 8,506,365.00	\$ -	\$ 8,506,365.00
664	Worker's Compensation Reserve	-	495,000.00	-	495,000.00
600	Total Internal Service Funds	\$ -	\$ 9,001,365.00	\$ -	\$ 9,001,365.00
Grand Total All Funds		\$ 48,169,085.00	\$ 78,800,343.00	\$ 35,626,107.00	\$ 162,595,535.00

Itemized list of Transfers and Advances by Fund	
Description	Amount
General Fund to General Capital Improvement Fund	12,500,000.00
General Fund to Fire Levy Fund	5,850,000.00
General Fund to Street Construction Fund	3,000,000.00
General Fund to Southwest Dispatch Center Fund	1,454,107.00
General Fund to Multi-Complex Fund	2,700,000.00
General Fund to Police Pension Fund	1,500,000.00
General Fund to Earned Benefits Fund	400,000.00
General Fund to Fire Pension Fund	1,200,000.00
General Fund to Recreation Capital Improvement Fund	500,000.00
General Fund to Tree Fund	100,000.00
Total Transfers	\$ 29,204,107.00
General Fund to Camden Woods TIF Fund	\$ 9,500.00
General Fund to Local Fiscal Recovery Fund	350,000.00
Town Center Capital Improvement fund to General Fund	5,753,500.00
Local Fiscal Recovery fund to General Fund	300,000.00
Camden Woods TIF fund to General Fund	9,000.00
Total Advance and Advance Repayments	\$ 6,422,000.00
Total Transfers, Advances and Advance Repayments	\$ 35,626,107.00

Section 2: That all expenditures within the fiscal year ending December 31, 2024 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided.

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

Section 4: AS AN ORDINANCE providing for the appropriation of monies and consistent with the City's Charter Article III, Section 13, this Ordinance shall take effect immediately upon its passage and approval by the Mayor, or otherwise at the earliest time allowed by law.

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

Attest: _____
 Clerk of Council

Yea	Nay	ORD. No. <u>2024-198</u>	Amended: _____
Carbone	_____	1st Rdg. _____	Ref: _____
Clark	_____	2nd Rdg. _____	Ref: _____
DeMio	_____	3rd Rdg. _____	Ref: _____
Kaminski	_____	_____	_____
Kosek	_____	_____	_____
Roff	_____	_____	_____
Short	_____	_____	_____

Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

EXHIBIT "A"
SCHEDULE OF BUDGETS BY DEPARTMENT - page 1 of 2

Dept #	Department	Personal Services	Other	Transfers & Advances	Total
011410	Council	\$ 400,450.00	\$ 41,800.00	\$ -	\$ 442,250.00
011411	Mayors Office	332,281.00	16,800.00	-	349,081.00
015412	Police Department	11,933,202.00	2,833,700.00	-	14,766,902.00
011413	Human Resources	290,965.00	74,040.00	-	365,005.00
011414	Finance Department	480,160.00	18,200.00	-	498,360.00
011415	Legal Department	539,774.00	70,350.00	-	610,124.00
011416	Communication & Technology	877,381.00	946,300.00	-	1,823,681.00
011417	Building Department	1,103,230.00	241,600.00	-	1,344,830.00
011418	Mayors Court	173,107.00	252,200.00	-	425,307.00
011420	Rubbish Department	-	3,103,500.00	-	3,103,500.00
011421	Cemetery Department	152,265.00	361,960.00	-	514,225.00
011422	Architectural Board of Review	-	4,000.00	-	4,000.00
011423	Planning Commission	126,975.00	67,500.00	-	194,475.00
011424	Civil Service	-	27,700.00	-	27,700.00
011425	Board of Appeals	-	22,850.00	-	22,850.00
011428	Parks Department	139,435.00	357,500.00	-	496,935.00
011429	Public Safety	214,003.00	-	-	214,003.00
011430	General Miscellaneous	-	2,074,200.00	-	2,074,200.00
011435	Economic Development	215,655.00	99,920.00	-	315,575.00
015415	OPIOID Grant	55,950.00	23,300.00	-	79,250.00
015414	Corrections Officers	1,279,455.00	126,700.00	-	1,406,155.00
015413	Regional Dispatch Center	-	-	-	-
011468	Non Government Transfers	-	-	29,563,607.00	29,563,607.00
	Total General Fund	\$ 18,314,288.00	\$ 10,764,120.00	\$ 29,563,607.00	\$ 58,642,015.00
031000	Police Pension	1,735,000.00	-	-	1,735,000.00
046419	Street Repairs	4,663,620.00	5,136,750.00	-	9,800,370.00
046426	Traffic Signal Maintenance	141,550.00	262,000.00	-	403,550.00
046427	Snow Removal	-	850,000.00	-	850,000.00
046433	Municipal Garage	744,300.00	850,000.00	-	1,594,300.00
056000	State Highway Maintenance	-	450,000.00	-	450,000.00
066000	Motor Vehicle License Tax	-	450,000.00	-	450,000.00
075000	Emergency Vehicle Fund	-	3,261,788.00	-	3,261,788.00
085000	Fire Levy	9,478,866.00	1,177,800.00	-	10,656,666.00
085001	Fire Station Ward 1	-	57,200.00	-	57,200.00
085002	Fire Station Ward 2	-	44,500.00	-	44,500.00
085003	Fire Station Ward 3	-	40,000.00	-	40,000.00
085004	Fire Station Ward 4	-	128,500.00	-	128,500.00
095000	Fire Pension	1,800,000.00	-	-	1,800,000.00
103413	Southwest Emergency Dispatch	3,907,448.00	299,900.00	-	4,207,348.00
111000	Clerk of Court	-	37,000.00	-	37,000.00
121000	Drainage Levy	-	1,323,000.00	-	1,323,000.00
131000	Local Fiscal Recovery	1,188,908.00	-	300,000.00	1,488,908.00
143304	Sports Programs	314,560.00	275,700.00	-	590,260.00
143305	Recreation Administration	571,850.00	721,500.00	-	1,293,350.00
143306	Fitness	475,870.00	150,700.00	-	626,570.00
143309	Towncenter Park	165,827.00	126,700.00	-	292,527.00
143310	Aquatics	798,800.00	153,600.00	-	952,400.00
143311	Recreation Programs	139,335.00	98,500.00	-	237,835.00
143430	Special Events	-	31,190.00	-	31,190.00
143431	Old Town Hall	8,900.00	23,600.00	-	32,500.00
143439	Senior Services	586,570.00	564,100.00	-	1,150,670.00
143451	Recreation Maintenance	553,500.00	251,500.00	-	805,000.00
143500	Program Refunds	-	29,000.00	-	29,000.00
152000	Southwest General Hospital	-	382,979.00	-	382,979.00
165000	Law Enforcement Federal Seizures	-	60,000.00	-	60,000.00
175000	Law Enforcement State Seizures	-	5,000.00	-	5,000.00
185000	Law Enforcement Drug Fine	-	1,000.00	-	1,000.00
195000	Law Enforcement DWI/DUI	-	15,000.00	-	15,000.00
204000	Tree Maintenance	-	183,000.00	-	183,000.00
225000	Community Diversion	-	3,000.00	-	3,000.00
223100	Bond Escrow	-	718,500.00	-	718,500.00
224000	Earned Benefits	405,000.00	-	-	405,000.00
250000	One Ohio Settlement Fund	-	30,000.00	-	30,000.00
	Total Special Revenue Funds	\$ 27,679,904.00	\$ 18,193,007.00	\$ 300,000.00	\$ 46,172,911.00

EXHIBIT "A"
SCHEDULE OF BUDGETS BY DEPARTMENT - page 2 of 2

Dept #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	-	4,190,275.00	-	4,190,275.00
333000	Pearl Road TIF # 1	-	580,288.00	-	580,288.00
334000	Royalton Road TIF	-	176,700.00	-	176,700.00
335000	Pearl Road TIF # 2	-	86,317.00	-	86,317.00
336000	Pearl Road TIF # 3	-	45,583.00	-	45,583.00
337000	Westwood Commons TIF	-	35,486.00	-	35,486.00
338000	Giant Eagle TIF	-	132,620.00	-	132,620.00
339000	GETGO TIF	-	20,000.00	-	20,000.00
340000	Clover Senior TIF	-	157,100.00	-	157,100.00
341000	Pearl Road TIF # 4	-	265,120.00	-	265,120.00
342000	Cane's/Chase TIF	-	55,810.00	-	55,810.00
343000	Brighton Best TIF	-	3,975.00	-	3,975.00
344000	Pearl North TIF	-	108,075.00	-	108,075.00
346000	Camden Woods TIF	-	483.00	9,000.00	9,483.00
Total Debt Service		\$ -	\$ 5,857,832.00	\$ 9,000.00	\$ 5,866,832.00
413000	Recreation Capital Improvement	-	2,522,000.00	-	2,522,000.00
421000	General Capital Improvement	-	20,601,884.00	-	20,601,884.00
447100	Pearl & Whitney TIF	-	52,625.00	-	52,625.00
447102	Prospect & Albion TIF	-	21,478.00	-	21,478.00
447103	Goodyear & 5/3 TIF	-	51,547.00	-	51,547.00
447104	42/82 TIF	-	112,760.00	-	112,760.00
447105	Dunkin Donuts TIF	-	10,739.00	-	10,739.00
447106	Pearl & Lunn TIF	-	21,478.00	-	21,478.00
447107	Progressive Quality Care	-	31,144.00	-	31,144.00
447108	Infinium TIF	-	2,148.00	-	2,148.00
447109	Sprague Road TIF	-	18,256.00	-	18,256.00
447110	Freddy's TIF	-	6,443.00	-	6,443.00
447111	Arby's TIF	-	5,638.00	-	5,638.00
448108	Town Center Improvement Fund	-	1,049,920.00	5,753,500.00	6,803,420.00
Total Capital Projects		\$ -	\$ 24,508,060.00	\$ 5,753,500.00	\$ 30,261,560.00
512501	Engineering and Administration	802,225.00	1,117,525.00	-	1,919,750.00
512502	Plant Expenditures	-	7,352,000.00	-	7,352,000.00
512503	Line Expenditures	1,372,668.00	903,000.00	-	2,275,668.00
512504	Sewer Capital Improvements	-	935,000.00	-	935,000.00
512505	Sewer Debt Payments	-	168,434.00	-	168,434.00
Total Sanitary Sewer		\$ 2,174,893.00	\$ 10,475,959.00	\$ -	\$ 12,650,852.00
661000	Health Insurance Reserve	-	8,506,365.00	-	8,506,365.00
664000	Workers Compensation Reserve	-	495,000.00	-	495,000.00
Total Internal Service		\$ -	\$ 9,001,365.00	\$ -	\$ 9,001,365.00
GRAND TOTAL		\$ 48,169,085.00	\$ 78,800,343.00	\$ 35,626,107.00	\$ 162,595,535.00

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 199

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING THE GENERAL SALARY ORDINANCE TO AMEND ARTICLE 5, POSITION PLAN, IN ORDER TO ENACT NEW SECTIONS 5-196, 5-197, 5-198, 5-231, 5-232, 5-233 AND 5-238 TO ESTABLISH, ALLOCATE AND FIX THE COMPENSATION OF CERTAIN COLLECTIVE BARGAINING POSITIONS IN THE PUBLIC SERVICE DEPARTMENT; TO AMEND SECTIONS 6-003, 9-002, 9-007, 9-008, 9-009 AND 9-011, IN ORDER TO ADJUST CERTAIN PROVISIONS CONCERNING SALARY AND HOURLY PAY RANGE SCHEDULES AND TO FIX THE COMPENSATION OF CERTAIN SALARIED AND HOURLY EMPLOYEES; REPEALING ALL OTHER ORDINANCES IN CONFLICT HERewith; AND DECLARING AN EMERGENCY.

WHEREAS, this Council has determined to enact new Sections 5-196, 5-197, 5-198, 5-231, 5-232, 5-233 and 5-238 to establish, allocate and fix the compensation of certain collective bargaining positions in the Public Service Department; amend the provisions concerning salary and hourly pay range schedules in Article 6, Section 6-003, in order to increase the compensation of certain full-time employees by 3.50%; and to amend Sections 9-002, 9-007, 9-008, 9-009 and 9-011, all to be effective January 1, 2025.

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

Section 1. That the General Salary Ordinance be and is hereby amended in order that it shall read in its entirety as follows:

ARTICLE 1
General Provisions

1-001 SHORT TITLE.

This Ordinance shall be known as "The General Salary Ordinance".

1-002 PERSONNEL PLAN.

This Ordinance, the position specifications developed pursuant to Article 3, and Administrative Rules and Regulations prescribed by the Mayor shall constitute the Personnel Plan which, together with the Rules and Regulations of the Civil Service Commission and duly authorized collective bargaining agreements in full force and effect, shall govern the personnel management functions of the City.

The Personnel Plan may be separately bound in bulk form under that Title for convenience in administration.

ARTICLE 2
Definitions

As used in, or in conjunction with, this General Salary Ordinance, unless otherwise specified herein or in the Codified Ordinances of the City or the context otherwise requires, the following words and phrases shall mean:

Abolishment - an action taken resulting in the elimination of a particular job or position.

Active Service - being present and able to perform the duties to which an employee of the City has been assigned and actually performing such duties.

Appointing Authority - an individual, officer, commissioner, agency, board, or body having the authority to appoint or remove a person from a position in the service of the City according to provisions contained in the law.

Appointment - the designation of a person to become an employee in a position, and his/her induction into employment in such position according to law.

Calendar Month - from the first day to and including the last day of any one of the twelve calendar months.

Calendar Week - seven consecutive calendar days, starting at 12:01 a.m. on Sunday and ending at Midnight the following Saturday.

Continuous Service - service in a position with the City without any interruption after an appointment or reinstatement. Continuous service shall not be deemed to be interrupted by absence on authorized and approved sick leave or other authorized and approved leave, provided the employee returns to active employment with the City on or before the expiration of such leave.

Demotion - the change of an employee from a position in one pay range to a position in a different pay range having a lower maximum rate of pay.

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Downgrading - the opposite of upgrading. An action taken by the Council causing a position to be reassigned from one pay range to a different pay range having a lower maximum rate of pay; or to a lower rate of pay if single rates are used to compensate workers.

Employee - means any incumbent of a position.

Intermittent Employment - an irregular work schedule that cannot be accurately predicted beyond the immediate future.

Officer - elected officials, department heads, and members of boards and commissions who receive their authority from provisions of the law.

Original Appointment - initial appointment of a person to a position in the municipal service, or appointment after service has been interrupted by resignation, retirement or discharge.

Overtime - time at work which has been authorized by a competent authority during which an employee is on duty or on authorized vacation leave, holiday leave, personal leave, or serving jury duty, working for the City in excess of the standard work week of forty (40) hours, except in the Division of Fire.

Paid Status - time in a position for which compensation is due for actual work performed plus time away from work for an authorized leave for which compensation is due.

Pay Period - that period of time for which an employee regularly receives compensation.

Pay Range - a division of a pay schedule, or compensation plan having a minimum rate, a maximum rate, and one or more intermediate steps.

Position - any office, employment, or job, calling for the performance of specific duties, and the exercise of specific responsibilities as determined by competent authority.

Probationary Period - an established period of time after appointment during which an employee is required to demonstrate his/her ability to perform the duties of a position to which the employee has been appointed in order to retain appointment to such position.

Promotion - the change of an employee from a position in one pay range to a position in a different pay range having a higher maximum rate of pay.

Regular Full-time - means an employee who is employed on a regular and continuing basis and for whom there is a reasonable expectancy that such employment will continue in excess of six (6) months and, excluding overtime, is in employment 1,560 or more hours per calendar year or an average of 35 or more hours per week.

Regular Part-time - means an employee who is employed on a regular and continuing basis and for whom there is a reasonable expectancy that such employment will continue in excess of six (6) months and, excluding overtime, is in employment less than 1,560 hours per calendar year.

Reinstatement - the return of a person to a position in the same position from which he/she resigned, or to a position in a lower pay range in the same occupational group providing such action is approved by the appointing authority within one year from the date of resignation.

Resignation - the voluntary termination of employment by an employee.

Seasonal – means an employee who is employed on a regular or part-time basis but limited to a specific season or per the stipulations of an applicable collective bargaining agreement.

Scheduled Working Time - regularly scheduled working time assigned by the appointing authority or an authorized designee.

Temporary Appointment - the appointment of a person selected by the appointing authority (without regard to the existence of an eligible list if the appointment is in the classified service) for a period not to exceed ninety (90) work days.

Upgrading - the opposite of downgrading. An action taken by Council raising a position to a higher rate or a range of pay by amending the General Salary Ordinance. Upgrading does not constitute a promotion.

Workday - a workday consists of a regularly scheduled work period assigned by the appointing authority in any twenty-four (24) hour period, except as otherwise specifically provided by ordinance.

Workweek - a regularly recurring period of seven (7) twenty-four (24) hour days consisting of five (5) workdays and two (2) days off, except as specifically otherwise provided by ordinance.

ARTICLE 3

Development and Maintenance of Position Plan

Article No.	Title
3-001	Objectives.
3-003	Composition of the Position Plan.
3-005	Position Specifications.
3-007	Use of the Plan.
3-009	Maintenance of the Plan.
3-011	Amendments to Position Plan.

3-001 OBJECTIVES.

The development of the employee position plan is for the purposes of establishing descriptive guides for positions in the City service; and, except where otherwise provided by a duly authorized collective bargaining agreement in full force and effect, to allocate positions to ranges of pay which are equitable in relation to all positions under the plan, and to otherwise allow for and promote an orderly and efficient administration of the personnel matters of the City.

It is not the purpose of this Ordinance or the establishment of the positions therein to determine the practicability of appointment or promotion to a position through competitive examination, or to otherwise regulate matters within the jurisdiction of the Civil Service Commission. The employee position plan shall include (a) the position schedule set forth in Article 5 of this Ordinance and (b) a complete inventory of all positions in the City service and accurate descriptions and specifications for each. In the plan, position titles shall be standardized and each of them shall be indicative of a definite range of duties and responsibilities and shall have the same meanings throughout the City service. Positions in the City service shall be reviewed to determine those which are approximately equal in difficulty and

responsibility, which call for the same general qualifications, and which can be compensated equitably within the same range of pay under similar working conditions.

3-003 COMPOSITION OF THE POSITION PLAN.

The position plan shall consist of:

- (a) Position titles, descriptive of the work of the position, which will identify each position, and which may be designated by a numerical code.
- (b) Written specifications for each position containing a description of the nature of work and relative responsibility; illustrative examples of work performed in the position; requirements in terms of knowledge, abilities, the type of experience and training generally providing these knowledge, abilities, and skills.
- (c) A list showing the pay range to which each position in the City service is allocated, set forth in Article 5, except where otherwise provided by collective bargaining agreement.

3-005 POSITION SPECIFICATIONS.

The specifications of the positions in the employee position plan and their various parts shall be used as a guide and have the following force and effect:

- (a) The specifications are descriptive and not restrictive. They shall not be construed as declaring to any extent, or in any way, what the minimum or maximum duties or responsibilities of any position shall be, or as limiting or in any way modifying the power of any appointing authority or administrative officer to assign, direct and control the work of employees under his supervision. The use of a particular expression or illustration shall not be held to exclude others not mentioned that are of similar kind or quality.
- (b) The written position specifications shall be on file with the Human Resources Director to serve as a manual of position specifications for convenience in administering the compensation plan and other personnel matters in the City.

3-007 USE OF THE PLAN.

The employee position plan may be used:

- (a) In preparing public announcements of examinations or vacancies;
- (b) As a guide in preparing examinations which may be used to appraise the qualifications of applicants for work in specific positions.
- (c) In determining promotional sequence and developing employee training programs.
- (d) In determining compensation to be paid for various types of work and establishing and maintaining an equitable compensation plan.
- (e) In determining personal service items in the budgets for the various organizational units of the City government.
- (f) In providing uniform job terminology.
- (g) In establishing appropriate employment lists from which personnel may be certified to fill vacancies.

3-009 MAINTENANCE OF THE PLAN.

The directors of the various departments, together with the Mayor, shall be responsible for the proper maintenance of the employee position plan so that it will reflect continuously the duties currently being performed by each employee in the City and the pay range to which the position is allocated. Each director shall propose to the Mayor necessary amendments to the employee position plan, including additions, revisions, deletions, and changes in position specifications, as follows:

(a) *Allocation of new positions.* The director of a department shall, within sixty days of the creation of a new position in his department, complete or approve a written position description covering the duties and responsibilities of such position, to be forwarded to the office of the Mayor. The Mayor, subject to the approval of Council, shall allocate the position to one of the pay ranges in the compensation plan. If a pay range does not exist, he shall recommend the establishment of a new one and after the adoption of the new position pay range by Council, he shall allocate the position to it.

(b) Changes in the duties and responsibilities of a position involving either the addition, reduction or modification of assignments shall be reported to the Mayor by the director of the department concerned if the changes are determined to be permanent and are sufficiently significant to justify reallocation to a different pay range, the Mayor, with the approval of Council, shall assign the position to the pay range which is appropriate under the modified circumstances.

(c) The director of each department shall periodically review, or cause to be reviewed, the positions and shall audit duties and responsibilities for each change in the position specifications as required and shall recommend to the Mayor such changes as are necessary to keep the employee position plan up to date.

(d) The Mayor may require departments or employees to submit position descriptions on a periodic basis, or any time he has reason to believe there has been a change in the duties and responsibilities of any position. The Mayor may direct the review of all positions in the City service at least once every five years on a cyclical basis.

(e) The assignment of duties to a position, whether the duties are temporary or permanent, incidental or essential, the location of work, the type of equipment and tools to be used, and the scheduling of shift assignments, shall be wholly the responsibility of the director and the Police or Fire Chief in the case of those divisions. The position plan shall in no way operate or be construed to operate to limit or interfere with his or her responsibility for the assignment of duties.

3-011 AMENDMENTS TO POSITION PLAN.

The establishment of a new position or the abolishment of a current position shall be made by amendment to Article 5. When a filled position is reallocated, the action shall be administered as though the original position was abolished and a new position with a different pay range allocation established.

ARTICLE 4

Development and Maintenance of Compensation Plan

Article No.	Title
4-001	Applicability and Composition of the Compensation Plan.
4-003	Development and Maintenance of Compensation Ranges.
4-005	Appointment Rate.
4-007	Within-Range Pay Adjustments.
4-009	Pay Rates in Transfer, Promotion, or Demotion.
4-011	Reinstated Employees.
4-013	Permitting Overrun or Underrun on Salaries as Required for Computer Payroll Methods.

4-001 APPLICABILITY AND COMPOSITION OF THE COMPENSATION PLAN.

The provisions of the Compensation Plan shall be applicable only to those officers and employees of the City who are not beneficiaries of collective bargaining agreements executed by the City and the various bargaining units, except for Section 4-013 of this Article, which shall apply to all officers and employees.

The Compensation Plan shall consist of and include this Article 4, the pay range allocations of Article 5 and the basic compensation schedules set forth in Articles 6 and 9.

4-003 DEVELOPMENT AND MAINTENANCE OF COMPENSATION RANGES.

The compensation range or rate for each position shall be determined by Council with due regard for ranges and rates of pay of other positions, relative difficulty and responsibility of position in each range or rate of pay, availability of employees in particular occupational categories, prevailing rates of compensation for similar employment in private establishments in the Strongsville area and the municipal service of other public jurisdictions in the general area, cost-of-living factors, the financial policies and the financial position of the City, and other economic considerations.

The Mayor may make comparative studies of factors affecting the level of ranges and rates of compensation as often as necessary, and shall submit his recommendations to the City Council for its action.

4-005 APPOINTMENT RATE.

Where a pay range is established for a position, the minimum rate established for that position shall be paid upon appointment, except that appointment rates above or below the minimum rate may be authorized by the Mayor upon the request of the director of a department.

(a) *Appointments Above the Minimum Rate.* Appointments above the minimum rate may be authorized based upon exceptional qualifications and experience of the appointee or inability to employ eligible candidates at the minimum rate.

(b) *Appointments Below the Minimum Rate.* Appointments below the minimum rate may be authorized where the candidate possesses less than the minimum acceptable qualifications for a position. Such an appointment shall be made on a trainee basis.

4-007 WITHIN-RANGE PAY ADJUSTMENTS.

Pay adjustments within an established range or rate of pay shall be administered in accordance with the subsequent Articles of this Ordinance applicable to the particular position.

4-009 PAY RATES IN TRANSFER, PROMOTION, OR DEMOTION.

If an employee is transferred, promoted, or demoted, upon the recommendation of the director and approval of the Mayor, the employee's pay for the new position shall be determined as follows:

(a) If the employee's rate of pay in the former position is less than the minimum rate established for the new position, such employee's rate of pay shall be advanced to at least the minimum for the new position.

(b) If the employee's rate of pay in the former position is more than the maximum rate established for the new position, such employee's rate of pay shall be reduced to the maximum rate or an intermediate step of the new pay range.

(c) If the employee's rate of pay in the former position falls within the range of pay of the new position, such employee's rate of pay shall remain the same or be increased in the case of transfer; and shall be increased at least 5 per cent (5%) in the case of a promotion; and shall remain the same or lowered in case of demotion.

4-011 REINSTATED EMPLOYEES.

(a) A person seeking employment with the City who was previously employed by the City in any capacity during the immediately preceding twelve-month period shall, if rehired, be considered a reinstated employee for the purposes of this Article, upon such re-employment.

(b) Reinstated employees whose previous employment with the City was terminated may be reinstated at a compensation rate within the pay range for the position to which the employee is reinstated as determined by the director of the department in which such employee is reinstated, subject to the approval of the Mayor, without regard to the compensation rate previously received.

(c) This Article does not apply to employees absent from their positions on authorized leaves of absence.

4-013 PERMITTING OVERRUN OR UNDERRUN ON SALARIES AS REQUIRED FOR COMPUTER PAYROLL METHODS.

In order to facilitate the handling of entries for computer payroll methods and to eliminate the necessity for adjustments of overruns or underruns which may occur through this method; and to take care of overruns or underruns resulting from bi-weekly pay periods, the Director of Finance is authorized to adjust and pay overruns and underruns not to exceed \$20.00 per salaried employee per year.

**ARTICLE 5
Position Plan**

Article

No.	Title
5-001	Schedule of Positions and Pay Range Allocations.
5-005 thru 355	Position and Allocation Schedule.

5-001 SCHEDULE OF POSITIONS AND PAY RANGE ALLOCATIONS.

The meanings of the position titles used herein are as defined by specifications contained in the Position Plan, of which an official copy shall be maintained in the office of the Human Resources Director, and be available to all concerned persons during regular business hours.

5-005 thru 5-355 POSITION AND ALLOCATION SCHEDULE.

Ord. Sec.No.	Pay Range Allocations
FINANCE	
5-005 Accounting Assistant II	10
5-006 Accountant	11
5-007 Accounting Supervisor	12
5-010 Assistant Director of Finance	15
5-011 Supervisor of Budget & Management	17
5-015 Director of Finance	18
GENERAL ADMINISTRATION	
5-023 Administrative Assistant	12
5-025 Clerical Assistant	5

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5-030 Clerk of Mayor's Court	10
5-032 Program Coordinator	9
5-038 Benefits/Project Coordinator	8
5-039 Payroll/Personnel Supervisor	15
5-040 Receptionist/Records Clerk	5
5-045 Casual and Temporary Laborer/Seasonal	1 through 5
5-049 Secretary I	7
5-050 Secretary II	8
5-051 Secretary III	9
5-052 Boards & Commissions Secretary	9

BUILDING

5-055 Building Commissioner/ADA Coordinator (State Certified)	17
5-056 Assistant Building Commissioner (State Certified)	14
5-058 Residential Code Official/Plans Examiner (State Certified)	13
5-060 Building Inspector (State Certified)*	

*NOTE: The pay range allocation for members of collective bargaining units in the pay range allocation 5-060 is established by collective bargaining agreement.

COMMUNICATION & TECHNOLOGY

5-070 Director of Communication & Technology	18
5-071 Assistant Director of Communication & Technology	14
5-073 Information Technologist	12
5-074 Part-time Senior Communication & Technology Coordinator	14 (part-time only)
5-078 Part-time IT Support Technician	10 (part-time only)

DEPARTMENT OF ECONOMIC DEVELOPMENT

5-075 Director of Economic Development	16
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*NOTE: Other positions in the Economic Development Department are established and allocated to pay ranges in Article 9 of the General Salary Ordinance.

ENGINEERING

5-080 City Engineer	17
5-083 Assistant City Engineer	13
5-084 Design Engineer	12
5-085 Engineering Technician	11
5-088 Engineering Inspector	10
5-089 Engineering Trainee	8

HUMAN RESOURCES

5-093 Human Resources Director	17
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PUBLIC SAFETY

Administrative

5-095 Public Safety Director	16
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Fire

5-100	Firefighter*	
5-105	Firefighter-Paramedic*	
5-110	Fire Lieutenant*	
5-115	Fire Lieutenant-Paramedic*	
5-117	Fire Captain*	
5-119	Assistant Fire Chief	16
5-120	Fire Chief	18

*NOTE: The pay range allocations for members of collective bargaining units in the pay range allocations 5-100 through 5-117 are established by collective bargaining agreement.

Police

5-125	Police Officer*	
5-130	Police Sergeant*	
5-135	Police Lieutenant*	
5-138	Assistant (Deputy) Chief	16
5-140	Police Chief	18

*NOTE: The pay range allocations for members of collective bargaining units in the pay range allocations 5-125 through 5-135 are established by collective bargaining agreement.

Other

5-141	Clerk Dispatcher*	6 (part-time only)
5-142	Radio Dispatcher*	6 (part-time only)
5-143	Communications and Records Supervisor	12
5-144	Communications and Records Assistant Supervisor	11
5-149	School Guard	See 9-008
5-150	Youth Programs Coordinator	7
5-151	Corrections Officer Coordinator*	
5-152	Victims Witness Advocate	9
5-153	Corrections Officer*	
5-154	Quartermaster	9
5-155	Maintenance Assistant**	8
5-156	Jail Supervisor	9

*NOTE: The pay range allocations for members of collective bargaining units in the pay range allocations 5-141, 5-142, 5-151 and 5-153 are established by collective bargaining agreement.

**NOTE: This position is equivalent to the position 5-334 Maintenance Assistant in the Recreation Department.

PUBLIC SERVICE

General Supervision, Labor & Trades

5-160	Animal Control Officer*
5-163	Bus Driver*
5-169	Sewer Crew Leader*
5-171	Sewer Tech I*
5-175	Laborer*
5-181	Sewer Tech II*
5-182	Sewer Tech III*

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5-185	Public Service Director	18
5-186	Assistant Public Service Director	14
5-187	Service Supervisor **	14
5-190	Service/Budgetary Assistant	12
5-195	Sexton*	
5-196	Sign Maker/Repair I*	
5-197	Sign Maker/Repair person III II*	
5-198	Sign Maker/Repair III*	
5-205	Utility Repairperson*	
5-210	Vehicle Maintenance Crew Leader*	
5-215	Vehicle Mechanic I*	
5-220	Vehicle Mechanic II*	
5-225	Truck Driver*	
5-230	Heavy Equipment Operator*	
5-231	Concrete I*	
5-232	Concrete II*	
5-233	Concrete III*	
5-235	Arborist I*	
5-236	Arborist II*	
5-237	Tree Care Technician*	
5-238	Turf Specialist*	
5-250	Coordinator of City Natural Resources	12
5-252	Groundskeeper	7

*NOTE: The pay range allocations for members of collective bargaining units in the pay range allocations 5-160 through 5-182, 5-195 through 5-~~237~~**238** are established by collective bargaining agreement.

**NOTE: Service Department Supervisors designated and assigned by the Employer during non-scheduled weekend hours of work to be available for immediate response shall be entitled to an additional Two Hundred Twenty-Five Dollars (\$225.00) per weekend, when so assigned and are required to report to work. Anytime a Service Department Supervisor is assigned to be on-call during a Monday-Friday Holiday, One Hundred Dollars (\$100.00) will be paid for the on-call responsibility. Service Department Supervisors that call off sick the day prior to their weekend standby duty, or who fail to respond to a weekend standby call due to illness shall forfeit their standby pay.

LAW DEPARTMENT

5-275	Law Director	16
5-280	Assistant Law Director (Civil)	14
5-282	Assistant Law Director (Criminal)	10
5-283	Assistant Law Director (Criminal-2)	4
5-290	Legal Intern	6

RECREATION*

5-314	Aquatics/Pool Assistant Manager	9
5-315	Director of Recreation & Senior Services	15
5-317	Aquatics/Pool Manager	12
5-318	Recreation/Program Supervisor	11
5-319	Fitness Room Supervisor	10

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5-320	Assistant Recreation Supervisor	7
5-322	Recreation Maintenance Foreman	11
5-323	Maintenance Assistant Part-Time	2
5-325	Recreation Facility Manager	13
5-326	Parks and Outdoor Recreation Superintendent	13
5-327	Assistant Maintenance Foreman	9
5-329	Day Time Cleaning Crew Leader	7
5-330	Night Time Cleaning Crew Leader	7
5-331	Cleaning Assistant	7
5-334	Maintenance Assistant	8

*NOTE: Other positions in the Recreation Department are established and allocated to pay ranges in Article 9 of the General Salary Ordinance.

SENIOR SERVICES*

5-335	Senior Program Supervisor	10
5-345	Family Preservation Coordinator	9
5-350	Senior Support Staff	1 through 7
5-355	Senior Center Services Coordinator	13

*NOTE: Other positions in the Senior Services Department are established and allocated to pay ranges in Article 9 of the General Salary Ordinance.

ARTICLE 6
General Pay Plan

Article No.	Title
6-001	General Pay Ranges.
6-003	General Pay Range Schedules.
6-005	Within-Range Pay Adjustments.
6-007	Range Adjustments.

6-001 GENERAL PAY RANGES.

(a) The following salary pay ranges (S) and hourly pay ranges (H) set forth in Article 6-003 are hereby established as the "General Pay Range Schedules" and are to be applied to the several positions included in Article 5 of this Ordinance, except as otherwise set forth in this Ordinance. Said ranges shall apply and shall be in effect until changed by Council.

(b) The annual salary rates set forth in Article 6-003 are based on forty (40) hours of paid status time in each work week, *as rounded to the nearest cent*, and such annual salary shall be divided by 2080 hours to obtain the equivalent hourly rate rounded to the nearest cent where hourly rates need to be determined and applied.

(c) Where a position is filled by an employee, who regularly works less than forty (40) hours per week the Mayor is authorized to establish the rate of compensation of the employee. The rate of compensation of such employee may be determined as follows: (1) an annual salary may be established based upon the multiple of the estimated hours to be worked times an hourly rate within the pay range for the position to which the employee is allocated; (2) an hourly rate of compensation may be set within the pay range established for the position to which the employee is allocated; (3) an annual salary may be established based upon the employee's regular work week, and the hourly rate for that salary established as the rate of compensation for time worked in excess of such regular work week, or (4) an annual salary

may be determined within the pay range by the Mayor based on the work entailed with the position.

(d) All employees shall be paid on an hourly or salaried basis as determined by the director, with the approval of the Mayor. Employees paid by the hour shall be paid only for hours in paid status. All employees whether paid on a salaried basis or paid by the hour, including elected officials and department heads, shall be paid by direct deposit on a bi-weekly basis.

(e) The minimum salary and hourly rates of a pay range shall be payable upon appointment for positions allocated to such pay range, except where modified pursuant to Article 4-005 of the General Salary Ordinance, and the maximum salary and hourly rate of a pay range shall be the highest salary or hourly rate payable for positions allocated to such pay range.

6-003 GENERAL PAY RANGE SCHEDULES.

GENERAL SALARY PAY RANGE SCHEDULE

2024				2025		
Level	Minimum	Maximum		Level	Minimum	Maximum
1S	\$22,266.73	\$32,877.78		1S	\$23,046.07	\$34,028.50
2S	\$23,118.91	\$36,506.45		2S	\$23,928.07	\$37,784.18
3S	\$24,630.86	\$40,629.93		3S	\$25,492.94	\$42,051.98
4S	\$27,352.34	\$45,110.74		4S	\$28,309.67	\$46,689.62
5S	\$30,431.19	\$50,141.36		5S	\$31,496.28	\$51,896.31
6S	\$33,784.93	\$55,749.28		6S	\$34,967.40	\$57,700.50
7S	\$37,551.04	\$61,879.50		7S	\$38,865.33	\$64,045.28
8S	\$41,674.53	\$68,806.93		8S	\$43,133.14	\$71,215.17
9S	\$46,760.12	\$76,421.60		9S	\$48,396.72	\$79,096.36
10S	\$51,433.38	\$84,915.95		10S	\$53,233.55	\$87,888.01
11S	\$57,178.78	\$94,289.97		11S	\$59,180.04	\$97,590.12
12S	\$63,501.45	\$104,791.05		12S	\$65,724.00	\$108,458.74
13S	\$70,951.14	\$116,419.23		13S	\$73,434.43	\$120,493.90
14S	\$78,318.41	\$129,339.45		14S	\$81,059.55	\$133,866.33
15S	\$87,115.14	\$143,689.12		15S	\$90,164.17	\$148,718.24

16S	\$91,458.54	\$150,918.92		16S	\$94,659.57	\$156,201.08
17S	\$100,612.62	\$170,354.19		17S	\$104,134.06	\$176,316.59
18S	\$110,646.37	\$182,587.17		18S	\$114,518.99	\$188,977.72

GENERAL HOURLY PAY RANGE SCHEDULE

2024				2025		
Level	Minimum	Maximum		Level	Minimum	Maximum
1H	\$10.71	\$15.81		1H	\$11.08	\$16.36
2H	\$11.11	\$17.55		2H	\$11.50	\$18.17
3H	\$11.84	\$19.53		3H	\$12.26	\$20.22
4H	\$13.15	\$21.69		4H	\$13.61	\$22.45
5H	\$14.63	\$24.11		5H	\$15.14	\$24.95
6H	\$16.24	\$26.80		6H	\$16.81	\$27.74
7H	\$18.05	\$29.75		7H	\$18.69	\$30.79
8H	\$20.04	\$33.08		8H	\$20.74	\$34.24
9H	\$22.48	\$36.74		9H	\$23.27	\$38.03
10H	\$24.73	\$40.82		10H	\$25.59	\$42.25
11H	\$27.49	\$45.33		11H	\$28.45	\$46.92
12H	\$30.53	\$50.38		12H	\$31.60	\$52.14
13H	\$34.11	\$55.97		13H	\$35.31	\$57.93
14H	\$37.65	\$62.18		14H	\$38.97	\$64.36
15H	\$41.88	\$69.08		15H	\$43.35	\$71.50
16H	\$43.97	\$72.56		16H	\$45.51	\$75.10
17H	\$48.37	\$81.90		17H	\$50.06	\$84.77
18H	\$53.20	\$87.78		18H	\$55.06	\$90.85

6-005 WITHIN-RANGE PAY ADJUSTMENTS.

Salary or hourly adjustments within an established range shall not be automatic but shall be dependent upon recommendation of the director to the Mayor. The decision to award or withhold an increase shall be the Mayor's and shall be based on performance and time in service. The employee shall be informed of the reasons for withholding an increase and the improvement in performance required to obtain an increase.

6-007 RANGE ADJUSTMENTS.

When the Council adjusts one or more of the ranges of pay established by this Ordinance due to changes in the cost of living or other reasons set forth in Article 4, the Council may elect to apply increases to the rates of pay for each employee within those ranges. When Council so elects, such increases shall be applied to each employee within the range or ranges adjusted without regard to performance or time in service.

ARTICLE 9*
Compensation for Specific Positions

Article No.	Title
9-001	Purpose.
9-002	Mayor.
9-003	Members of Council.
9-004	Clerk of Council and Assistant Clerk of Council.
9-005	Boards, Commissions and Committees.
9-006	Law Department.
9-007	Recreation Department.
9-008	School Guards.
9-009	Senior Services Department.
9-010	Economic Development Department.
9-011	Magistrate of Mayor's Court.

9-001 PURPOSE.

This Article 9 provides for the compensation of specific employee positions which are not included within other provisions of the General Salary Ordinance. Each official or employee elected or assigned to one of the positions provided in this Article shall receive compensation at the rate or within the pay range for each officer or position herein, and shall be paid by direct deposit on a bi-weekly basis except for those in 9-005(a) and 9-006(B).

9-002 MAYOR.

The Mayor shall be compensated at the annual salary rate of \$~~160,000.00~~**165,600.00**, in pay range 18S of the General Salary Pay Range Schedule in Article 6 of this General Salary Ordinance. Said compensation shall be paid in equal installments in the same manner and form as established for other salaried employees of the City.

9-003 MEMBERS OF COUNCIL.

Members of Council shall be compensated at the following annual salary rates:

* Note – Articles 7 and 8 were intentionally deleted through previous Ordinances of Council.

President of Council	\$20,091.18
President of Council Pro Tem	\$19,467.00
Councilpersons	\$18,841.79

9-004 CLERK OF COUNCIL AND ASSISTANT CLERK OF COUNCIL.

A. The compensation for the Clerk of Council and Assistant Clerk of Council are established pursuant to the following pay range allocations and consistent with the General Salary Pay Range Schedule in Section 6-003:

<u>Position</u>	
Clerk of Council	14
Assistant Clerk of Council	11

B. The compensation shall be paid in the same manner and form as established for other salaried employees of the City.

C. The Clerk and Assistant Clerk of Council when serving as Acting Clerk of Council, and any other employee designated by the President of Council to serve as Acting Clerk of Council, shall be compensated at the rate of \$110.00 per meeting for attendance at each official meeting of Council.

9-005 BOARDS, COMMISSIONS AND COMMITTEES.

(a) Non-City Employees. Each member of the Planning Commission, Board of Zoning Appeals, Civil Service Commission, Architectural Review Board, Property Maintenance Board of Appeals, Charter Review Committee, Board of Tax Review, and any Assessment Equalization Board of the City of Strongsville who is not an employee of the City shall serve without compensation; but may be reimbursed for actual expenses in accordance with C.O. Section 266.14 or may elect to be reimbursed for such expenses in the sum of \$110.00 per meeting. Such election shall be made on or before January 31 in each calendar year or within 30 days from the member's date of appointment.

(b) City Employees. Each member of the Planning Commission, Board of Zoning Appeals, Civil Service Commission, Architectural Review Board, Property Maintenance Board of Appeals, Charter Review Committee, the Shade Tree Commission, and any Assessment Equalization Board of the City of Strongsville who is a City employee and required to attend a meeting of any of the aforesaid Boards, Commissions or Committee beyond such employee's regularly scheduled work hours shall be compensated in accordance with law plus reimbursable expenses in accordance with C.O. Section 266.14 if any, or \$110.00 per meeting, whichever amount is greater. Such payments shall be processed, and treated, as compensation for payroll reporting purposes.

9-006 LAW DEPARTMENT.

A. The position of the Law Director shall be a part-time position, and the employee assigned to that position shall be compensated at a rate within the pay range to which the position has been allocated. The compensation for that position shall be administered in accordance with Article 6 of the General Salary Ordinance.

B. In the event that the Assistant Law Director (Civil) represents the City, its officers, employees, or agents before any court or administrative agency other than the Council or a Board of the City; or is assigned a special project by the Mayor outside of his/her normal duties,

the Assistant Law Director (Civil), for such preparation and appearance, shall be paid additional compensation in addition to the basic compensation established in Articles 4 through 6 hereof. In these matters the Assistant Law Director (Civil) is authorized in case or project preparation and appearance to utilize the services of law clerks, legal assistants/paralegals, and other attorneys associated with the Assistant Law Director (Civil) or in his/her employ. For rendering the services set out herein, the Assistant Law Director (Civil) shall receive compensation in addition to the basic compensation established in Articles 4 through 6 hereof as follows:

Assistant Law Director	\$180.00 per hour
Other Attorneys	\$162.00 per hour
Legal Assistant/Paralegal	\$ 66.00 per hour
Law Clerk	\$ 42.00 per hour

The Assistant Law Director (Civil) shall provide the private facilities, equipment and support services of a secretarial nature required to carry out such attorney's responsibilities as set out in this Section 9-006 for court matters, administrative matters, or special projects at no additional cost to the City.

In the event that the Assistant Law Director (Criminal) represents the City, its officers, employees, or agents before any court or administrative agency other than the Strongsville Mayor's Court or the Berea Municipal Court; or is assigned a special project by the Mayor outside of his/her normal duties, the Assistant Law Director (Criminal) shall be paid for such preparation and appearance additional compensation in addition to the basic compensation established in Articles 4 through 6 hereof as follows:

A.	Assistant Law Director (Criminal)	\$140.00 per hour
B.	Other Attorneys	\$135.00 per hour
C.	Legal Assistant/Paralegal	\$ 55.00 per hour
D.	Law Clerk	\$ 35.00 per hour

The Assistant Law Director (Criminal) shall provide the private facilities, equipment and support services of a secretarial nature required to carry out such attorney's responsibilities as set out in this Section 9-006 for court matters, administrative matters, or special projects at no additional cost to the City.

C. The City shall provide the Law Director and all Assistant Law Directors medical and hospital benefits, insurance and contributions to the Public Employees Retirement System; however, such benefits are based solely upon their respective rates of compensation established pursuant to Articles 4 through 6 of this Ordinance.

The Law Director and the Assistant Law Directors shall not be required to represent the Strongsville City School District or its Board. The Law Director or Assistant Law Directors may represent the Strongsville City School District or its Board if he/she elects to do so by separate agreement with the School District or its Board.

9-007 RECREATION DEPARTMENT.

A. The compensation for Recreation Department employees other than those set forth in Article 5 are established at the following hourly pay ranges (H) and fixed rates (F):

Pay Range

<u>Sec. No.</u>	<u>Position</u>		<u>Minimum</u>		<u>Maximum</u>
9-014	Recreation Facility & Groundskeeper	H	\$10. 45 70	H	\$25.00
9-016	Recreation Assistant	H	\$10. 45 70	H	\$25.00
9-017	Sports Intern	H	\$10. 45 70	H	\$25.00
9-019	Game Official	F	\$10. 45 70/game	F	\$45.00/game
9-022	Front Desk Attendant	H	\$10. 45 70	H	\$25.00
9-023	Building Superintendent	H	\$10. 45 70	H	\$25.00
9-024	Fitness Attendant	H	\$10. 45 70	H	\$25.00
9-025	Personal Trainer	H	\$10. 45 70	H	\$55.00
9-029	Lifeguard	H	\$10. 45 70	H	\$25.00
9-030	Head Lifeguard	H	\$12.00	H	\$25.00
9-031	Lifeguard Instructors	H	\$13.00	H	\$30.00
9-032	Lifeguard Instructor Trainer	H	\$13.00	H	\$30.00
9-033	Water Safety Instructors	H	\$11.00	H	\$30.00
9-034	Water Safety Instructor Trainer (WSI)	H	\$11.00	H	\$30.00
9-035	Recreation Instructor	H	\$10. 45 70	H	\$55.00
9-037	Swim Coaches	H	\$10. 45 70	H	\$25.00
9-038	Swim Instructor/Private Lessons	H	\$25.00	H	\$25.00
9-039	Semi-Private Swim Instructor	H	\$35.00	H	\$35.00
9-040	Triple Private Swim Instructor	H	\$45.00	H	\$45.00
9-042	Head Pre-School Instructor	H	\$10. 45 70	H	\$25.00
9-043	Assistant Pre-School Instructor	H	\$10. 45 70	H	\$25.00
9-044	Tot Room Attendant	H	\$10. 45 70	H	\$25.00
9-045	Head Camp Counselors	H	\$10. 45 70	H	\$25.00
9-046	Camp Counselors	H	\$10. 45 70	H	\$25.00
9-053	Pool Scoreboard Operator	H	\$10. 45 70	H	\$25.00
9-070	Old Town Hall Building Supervisor	H	\$10. 45 70	H	\$25.00

B. The rate of compensation of a salaried employee in the Recreation Department shall be determined based upon the estimated hours to be worked in any calendar year and shall be paid by prorating the salary over the period of the program in which an employee works in such calendar year.

9-008 SCHOOL GUARDS.

Each school guard employed by the City in locations on school grounds or at points immediately adjacent thereto shall be paid Eighteen and ~~00~~63/100 Dollars (\$18.~~00~~63) for each session actually worked each school day. "Session" shall mean the time of day for school guard service before schools open, during the lunch period, or after schools close.

9-009 SENIOR SERVICES DEPARTMENT.

A. The compensation for the Senior Services Department employees other than those set forth in Article 5 are established at the following hourly pay ranges (H):

PAY RANGE

<u>Sec. No.</u>	<u>Position</u>		<u>Minimum</u>		<u>Maximum</u>
9-047	Senior Front Desk Attendant	H	\$10. 45 70	H	25.00

9-048	Van Driver	H	\$10. 45 70	H	48 25.00
9-051	Kitchen Assistant	H	\$10. 45 70	H	48 25.00

9-010 ECONOMIC DEVELOPMENT DEPARTMENT.

A. The compensation for Economic Development Department employees other than those set forth in Article 5 are established at the following salaried pay ranges (S):

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
TIF Incentive/ TIF Specialist (Part-Time)	S \$15,000.00 (annually)	S \$24,400.70

B. The rate of compensation of the above salaried employees of the Economic Development Department shall be paid by prorating the salary over the period of a year.

9-011 MAGISTRATE OF MAYOR'S COURT.

A. The compensation for the Magistrate of Mayor's Court, a part-time City employee, is established at the following annual salary (S):

<u>Position</u>	<u>Salary</u>
Magistrate of Mayor's Court	\$48,934.53 50,647.24

B. Annual compensation is to be pro-rated based on date of appointment in the calendar year.

C. Any person appointed by the Mayor as a Part-Time Magistrate of the Mayor's Court, for those instances when the Magistrate is unavailable, shall be paid at the hourly rate of Two Hundred Dollars (\$200.00) per hour for each hour worked as a Part-Time Magistrate. The position of Part-Time Magistrate of the Mayor's Court shall be as a part-time City employee.

**ARTICLE 10
Administration**

This General Salary Ordinance and the Personnel Plan shall be administered by the Director of Finance and the Human Resources Director, except as otherwise provided in this Ordinance, the Codified Ordinances of the City, and the Rules and Regulations of the Civil Service Commission. Controversies over the administration of this Ordinance may be submitted to the Mayor for his review and final determination.

Section 2. That the amendments to Article 5, Sections 5-196, 5-197, 5-198, 5-231, 5-232, 5-233 and 5-238 shall be effective January 1, 2025.

Section 3. That pursuant to Section 6-007 of Article 6 of this Ordinance, effective January 1, 2025, Section 6-003, General Salary Pay Range Schedule and General Hourly Pay Range Schedule, are hereby increased by 3.50% over the current rate of pay with such 3.50% increase to be applied to each full-time employee who is not a member of a collective bargaining unit and who is employed with those ranges on January 1, 2025.

Section 4. That pursuant to Article 9 of this Ordinance, Compensation for Specific Positions, the provisions of Sections 9-002, 9-007, 9-008, 9-009 and 9-011, are hereby amended and shall be operative from and after January 1, 2025.

Section 5. That all other Ordinances or parts of Ordinances in conflict with provisions herewith as they become operative, be and the same are hereby repealed.

Section 6. That the funds for the purposes of this Ordinance shall be appropriated and paid from the General Fund; Police Pension Fund; Street, Construction, Maintenance & Repair Fund; Fire Levy Fund; Fire Pension Fund; Local Fiscal Recovery Fund, Multi-Purpose Complex Fund; Community Diversion Fund; Earned Benefits Fund, Sanitary Sewer Fund, and from any federal, state or county grant funding which may become available for such purposes.

Section 7. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 8. 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 necessary to maintain the orderly and efficient operation of various departments of the City, provide fair compensation for all employees, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2024-199 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 200

By: Mayor Perciak and All Members of Council

A RESOLUTION REQUESTING THE FISCAL OFFICER OF CUYAHOGA COUNTY TO ADVANCE CERTAIN FUNDS, BOTH GENERAL OPERATING AND SPECIAL ASSESSMENTS, TO THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, from time to time during the fiscal year 2025, before and subsequent to tax settlement dates, the City of Strongsville will require certain funds for the continuity of necessary services, where such funds are drawn from both general operating and special assessment funds; and

WHEREAS, this Council respectfully requests the Fiscal Officer of this County to advance both general operating and various special assessment funds when requested by the Director of Finance of this City and deduct such advances from funds due to the City, but not then distributed.

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

Section 1. That the Fiscal Officer of this County is respectfully requested to advance funds to the City of Strongsville from the proceeds of the 2024 tax year/2025 collection year including, without limitation, revenues from both the general operating and special assessment funds, upon request of the Director of Finance of this City, and that the amount of such advance or advances be charged to the City of Strongsville and deducted from funds due this City but not distributed.

Section 2. That the Clerk of the Council be and is hereby directed to send a certified copy of this Resolution to the Fiscal Officer of Cuyahoga County.

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 this Council, and any of its committees, that resulted in such formal actions 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 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 necessary to obtain in advance general operating and special assessment funds for the orderly payment of certain obligations of the City. 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. 2024 – 200
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. 2024-200 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 201

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 2 (FINAL) FOR AN INCREASE IN THE CONTRACT PRICE, IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND SUBURBAN MAINTENANCE & CONSTRUCTION, INC., IN CONNECTION WITH THE WHITNEY ROAD COVERED BRIDGE PROJECT (CUY-WHITNEY ROAD BRIDGE PID NO. 111574), AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2023-079, Council authorized the Mayor to enter into a contract with Suburban Maintenance & Construction, Inc. ("Suburban") in connection with the Whitney Road Covered Bridge Project (CUY-Whitney Road Bridge PID No. 111574), in an amount not to exceed \$2,420,245.15; and

WHEREAS, by and through Ordinance No. 2024-116, Council authorized the Mayor to issue and approve Change Order No. 1, in order to extend the contract completion time from August 1, 2024 to September 20, 2024, with no increase to the contract price; and

WHEREAS, at this time, Suburban Maintenance & Construction, Inc. has submitted to the City Engineer a request for an adjustment in the contract price for the final costs incurred due to additional items requested by the City, additional labor, materials and equipment to complete the aforesaid Project, credits for plan changes and reconciliation of line items, and

WHEREAS, therefore, the City's Construction Manager, CT Consultants, Inc. has recommended and the City Engineer has determined, that it would be in the best interests of the City to provide payment to Suburban Maintenance & Construction, Inc., for the extra work performed by such contractor and for reconciliation of final quantities over plan quantities, all as more fully set forth in Exhibit A attached hereto and incorporated herein as if fully rewritten, and to provide additional payment for such changes in the work in the amount of \$121,250.00, for a new total Project cost of \$2,541,495.15.

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 issue and approve Change Order No. 2 (Final) in the amount of \$121,250.00, as recommended by the City's Construction Manager and as determined by the City Engineer, and reflected in Exhibit A; and after the issuance and approval of said Change Order No. 2 (Final) and compliance with the terms and conditions of the contract, to direct the Director of Finance to make payment to Suburban Maintenance & Construction, Inc. in the additional amount of \$121,250.00, thereby increasing the total Project cost to \$2,541,495.15.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 201

Page 2

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

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

President of Council

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2024-201 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CHANGE ORDER

Change Order No.: 2
Date: December 3, 2024
Agreement Date: June 19, 2023

Name of PROJECT: CUY - Whitney Road Covered Bridge PID # 111574

OWNER: City of Strongsville, Ohio
CONTRACTOR: Suburban Maintenance & Construction

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: Referenced attached documentation

Change to CONTRACT PRICE:

Original CONTRACT PRICE: \$ 2,420,245.15

Current CONTRACT PRICE adjusted by
Previous CHANGE ORDER \$ 2,420,245.15

The CONTRACT PRICE due to this CHANGE ORDER
will be **increased** by: \$ 121,250.00

The FINAL CONTRACT PRICE including this
CHANGE ORDER will be \$ 2,541,495.15

Change to CONTRACT TIME:

The CONTRACT TIME will be **increased** by 50
(Calendar Days)

Original Completion Date August 1, 2024
The date for completion of all WORK will be September 20, 2024
(Date)

Requested by: Dan Miller 12/4/2024
Dan Miller, V.P.
Suburban Maintenance & Construction (Date)

Recommended by: Brian Meluch 12-4-2024
Brian Meluch, P.E.
CT Consultants, Inc (Date)

Recommended by: Chris Brubaker 12-4-2024
Chris Brubaker
CT Consultants, Inc (Date)

Accepted by: _____
Ken Mikula, P.E.
City of Strongsville, Ohio (Date)

EX.A

Summary of Review Totals

Proposed Change Order Number 2F

Value of Extra Work

Item No.		CONTRACTOR
2-1	Additional costs associated with delays are compensable per 109.05.D for the period of time between the original completion date and the excusable compensable completion date.	\$132,146.00
37		
2-2	Due to Contractor's request to field paint the beams in lieu of shop painting as contractually required, extra costs were incurred by inspection teams. Credit offsets the added billing to the Owner.	(\$1,875.00)
39		
2-3	Credit for change in traffic light poles and foundations. Used physically smaller units than planned to match the bridge and surroundings.	(\$19,800.00)
33		
2-4	Costs due to the plates being removed and switching the style of bolts in the glulam arches	\$10,915.64
44		
2-5	Added handrail to the APT on each side of the walkway	\$3,962.99
53		
	Line Item Reconciliation	(\$4,099.63)
	Final Amount Change Order #2 FINAL	\$121,250.00

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 202

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT BETWEEN TEAMSTERS LOCAL UNION NO. 52 (BUILDING INSPECTORS), AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS 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 Teamsters Local Union No. 52 (Building Inspectors), affiliated with the International Brotherhood of Teamsters, and the City of Strongsville for a three-year period commencing 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 provisions of this Ordinance shall be operative from and after January 1, 2025, and the provisions of said Agreement shall be applied to each City employee who is a member of said collective bargaining unit on and after January 1, 2025.

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

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2024 – 202
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. 2024-202 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 203

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A COLLECTIVE BARGAINING AGREEMENT BETWEEN TEAMSTERS LOCAL UNION NO. 52 (SERVICE WORKERS), AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS 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 Teamsters Local Union No. 52 (Service Workers), affiliated with the International Brotherhood of Teamsters, and the City of Strongsville for a three-year period commencing 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, Street Construction, Maintenance & Repair Fund and Sanitary Sewer Fund, and thereafter in accordance with the annual appropriation ordinances adopted by Council.

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

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

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2024 – 203
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. 2024-203 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 204

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AN INCREASE IN THE HOURLY RATES FOR SPECIAL LEGAL COUNSEL IN CONNECTION WITH ONGOING COLLECTIVE BARGAINING AND LABOR RELATIONS MATTERS, AND DECLARING AN EMERGENCY.

WHEREAS, since 2010, the City of Strongsville has retained Attorney Jon M. Dileno to provide professional legal services to the City in connection with various collective bargaining and labor relations matters; and

WHEREAS, at this time, the special counsel, Jon M. Dileno, has requested an increase in the hourly rates charged to the City for his services; and

WHEREAS, the City's Law Director has recommended that due to the continuing need for special outside legal services with regard to ongoing collective bargaining and labor relations matters, it will be necessary, and in the best interest of the City, to provide for an increase in hourly rates charged to the City, as set forth in the letter from Attorney Jon M. Dileno attached hereto as Exhibit A.

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

Section 1. That the Mayor be and is hereby authorized to provide for an increase in the hourly rates for special legal counsel, **ATTORNEY JON M. DILENO**, in connection with ongoing collective bargaining and labor relations matters, as set forth in the letter attached hereto as Exhibit A.

Section 2. That the funds for the purpose of such services and said agreement have been appropriated and shall be paid from the General Fund, Fire Levy Fund, and the Street Construction Maintenance & Repair Fund; and the Director of Finance be and is hereby authorized and directed to issue payment in accordance with the terms and conditions of such proposal and agreement.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the continuation of such special legal services is immediately necessary in order to protect the legal interests of the City and provide ongoing representation to the City in pending collective bargaining and labor relations matters, 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. 2024 – 205
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President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2024-204 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

DILENO LAW, LLC

14100 Ryan Drive | Walton Hills, Ohio 44146 | Phone: 216-789-9013



Jon M. Dileno
Attorney at Law
jmd@dilenolaw.com

December 5, 2024

VIA ELECTRONIC MAIL

Neal M. Jamison, Law Director
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
neal.jamison@strongsville.org

RECEIVED

DEC 05 2024

LAW DEPARTMENT
CITY OF STRONGSVILLE

RE: Engagement Letter – Dileno Law, LLC

Dear Neal:

I am writing as a follow up to my email of last week wherein I had requested a \$25/hour increase to our hourly attorney and paralegal rates effective January 1, 2025. I am also attaching a revised engagement terms document for your review. As noted in my prior email, the last increase to our rates occurred in February of 2022. I want to reiterate that it continues to be an honor and privilege to represent the City of Strongsville, and I greatly appreciate your consideration of this request.

The terms of this engagement letter and the attached Standard Terms of Engagement will govern our representation. Absent an express written agreement to the contrary, the terms of our engagement set forth in this letter and the Standard Terms of Engagement will apply to matters which we agree to undertake on your behalf.

Unless otherwise agreed in writing, our fees will be based on the time devoted to a matter by each attorney, law clerk, paralegal, and other legal assistants at their respective hourly rates in effect at the time the services are performed. The hourly rates are based on such considerations as the skill required to perform the particular services, and the experience, reputation and ability of the lawyers performing the services. My rate is \$315 per hour. If by virtue of my association with another law firm, work is performed by a partner level attorney, that hourly rate is \$315 per hour. Under like arrangement, associate level attorneys will be billed out at \$255 per hour and paralegals and law clerks at \$150 per hour. In addition, we will review each invoice to ensure that the work performed is commensurate with the fees billed.

In addition to our fees, we will be entitled to payment for disbursements and other charges incurred in performing services as more particularly described in the Standard Terms of Engagement. Fees, disbursements, and other charges will be billed monthly and are payable within thirty (30) days of receipt.

EXHIBIT A

December 5, 2024

Page 2

Please review the terms of this engagement letter carefully, as well as the terms set forth in the Standard Terms of Engagement. If you agree to these terms, please confirm your agreement by way of a responsive email.

On behalf of Dileo Law, LLC., I again thank you for the privilege of representing you and for your consideration of this revised fee schedule. I look forward to continuing to serve your interests.

Very truly yours,

DILENO LAW, LLC.

A handwritten signature in blue ink, appearing to read 'Jon M. Dileo', with a stylized flourish extending to the right.

Jon M. Dileo

JMD/sh
Enclosure

STANDARD TERMS OF ENGAGEMENT

This is a supplement to our engagement letter dated December 5, 2024. The purpose of this document is to set out additional terms of our agreement to provide legal services. Because these additional terms of engagement are a part of our agreement to provide legal services, you should review them carefully and should promptly communicate to us any questions concerning this document. We suggest that you retain this statement of additional terms along with our engagement letter for your records.

Scope of Representation

We will at all times act on your behalf to the best of our ability. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees. Such expressions, even when described as opinions, are necessarily limited by our knowledge of the facts and are based on our views of the state of the law at the time they are expressed. In retaining us, you recognize that all legal matters involve risks. We cannot and have not made any promises or guarantees to you about the outcome of the representation, and nothing in these terms of engagement shall be construed as such a promise or guarantee.

Upon accepting this engagement on your behalf, we agree to do the following: 1) provide legal counsel in accordance with these terms of engagement in reliance upon information and guidance provided by you; and 2) keep you reasonably informed about the status and progress of the matters we are handling for you.

To enable us to provide effective representation, you agree to do the following: 1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; 2) keep us apprised on a timely basis of all developments relating to the matters we are handling for you that are or might be material; 3) attend meetings, conferences, and other proceedings when it is reasonable for you to do so, and where it may be required by a court or other tribunal; and 4) otherwise cooperate fully with us.

It is our policy that the person or entity that we represent is the person or entity that is identified in our engagement letter and does not include any affiliates of such person or entity (*i.e.*, if you are a corporation or partnership, any parents, subsidiaries, employees, officers, directors, shareholders, or partners of the corporation or partnership, or commonly owned corporations or partnerships; or, if you are a trade association, any members of the trade association). Accordingly, for conflict-of-interest purposes, we may represent another client with interests adverse to any such affiliate without obtaining your consent.

It is our further policy that our representation is limited to performance of the services described in the engagement letter and does not include representation of you or your interests in any other matter.

After the completion of the matter, changes may occur in the applicable laws or regulations that could have an impact upon your future rights and liabilities. We always strive to keep our clients updated on matters on which we have been retained. However, unless you engage us after completion of the matter to provide additional advice on issues arising from the matter, the firm has no continuing obligation to advise you with respect to future legal developments.

If, during the course of our engagement, we send you a letter or other written communication advising you about a Federal tax issue, you may notice a statement toward the end saying that our advice may not be relied upon for the purpose of avoiding penalties that may be imposed. (That legend will appear on every e-mail or fax that we send even if there is no tax issue involved.) This does not mean that we have not carefully considered the advice we sent to you. Rather, it is intended to enable us to render that advice in a cost-efficient manner. Rules recently adopted by the Treasury Department require that in the absence of such a legend, any tax advice must be given only in a full-blown, formal legal opinion. Like all law firms, if we were to issue a formal opinion, we would need to follow certain prescribed procedures. In most cases, the cost to our clients would exceed the value received if we were to follow those procedures. In any case where we think that a formal opinion may be appropriate, we will discuss the matter with you.

When We Bill

For performing legal service, my rate and the rate of partner-level attorneys of Dileo Law, LLC, or with whom Dileo Law, LLC is affiliated is \$315 per hour. The rate for associate-level attorneys is \$255 per hour and for paralegals and law clerks is \$150 per hour. We will send you a bill each month for the services performed during the previous month. This bill will also include out-of-pocket expenses. These are described below. For matters that are covered by insurance, we will perform legal service at the hourly rates and per the other conditions prescribed under the coverage terms of your policy, or otherwise as directed by the insurance carrier.

We want our clients to be satisfied with both the quality and cost of our services. We therefore encourage our clients to discuss with us any questions relating to fees for our services. We will make every effort to provide you with bills in a format that meets your needs.

How Fees Will Be Set

We will keep accurate records of the time we devote to your work, including conferences (both in person and over the telephone), negotiations, factual and legal research and analysis, document preparation and revision, travel on your behalf, and other related matters. We record our time in units of one tenth of any hour.

The hourly rates of our lawyers may be adjusted annually to reflect current levels of legal experience, changes in overhead costs, and other factors. Such adjustment will not occur without your consent. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. Whenever possible, we will furnish such an estimate based upon our professional judgment, but always with a clear understanding that it is not a maximum or fixed-fee quotation.

Retainers

If we have agreed to a retainer, it is further agreed that we have a security interest in that deposit. Retainers are usually considered to be unearned advances. They are placed into trust accounts, usually placed in pooled interest-bearing trust accounts governed by rules adopted by the bar associations in the

jurisdictions in which we practice. All accruing interest is paid to a charitable fund established by those bar associations. The need to replenish the retainer is a condition of our continued work and is set forth in the Engagement Letter itself.

Disbursements and Other Charges

In addition to our fees, we will be entitled to payment or reimbursement for disbursements and other charges incurred in performing services such as photocopying, messenger and delivery, overnight delivery and air freight, computerized research, videotape recording, travel (including mileage, parking, air fare, lodging, meals, and ground transportation), long distance telephone, telecopying, word processing in special circumstances, courts costs, and filing fees. To the extent we directly provide any of these services, we reserve the right to adjust the amount we charge at any time or from time to time, and the charge will approximate our cost. Unless special arrangements are made, fees and expenses of consultants and professionals (such as experts, investigators, witnesses, and court reporters) and other large disbursements will not be paid by our firm and will be the responsibility of, and billed directly to, you or you will be asked to advance to us an estimate of those costs.

Payment of Invoices

Our invoices are payable within 30 days of receipt. Any amounts not paid within 30 days will be subject to a late charge at the monthly rate of one-percent (1%). In the event that a bill remains unpaid past the due date, the firm may discontinue services. If we represent you in a pending litigation, we may seek to withdraw as your counsel. Whether or not we elect to discontinue representation, if collection activities become necessary, we will be entitled to seek reasonable attorneys' fees and costs of collection.

Conflicts of Interest

It is unavoidable that from time to time conflicts of interest develop between or among our clients, or between clients, or former clients, and prospective clients we wish to represent. In these situations, we are required, if we are authorized to do so, to disclose the conflicts to our clients, former clients, and prospective clients and consult with them and to obtain the clients' or former clients' consents before we may proceed. We wish to confirm that you agree that you will promptly and in good faith consider our requests for consent.

Termination

You shall have the right at any time to terminate our services and representation upon written notice. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of termination.

We reserve the right upon reasonable notice to cease performing work and to withdraw from the representation (a) with your consent, (b) for good cause, or (c) for any other reason permitted or required by law. Good cause may include your failure to honor the terms of the engagement letter, your failure to pay amounts billed in a timely manner, your failure to furnish deposits for fees and costs or to otherwise provide

a requested advance for fees and costs, or any fact or circumstance that would in our view, impair an effective attorney-client relationship or would render our continuing representation unlawful, unethical or unreasonably burdensome. If we elect to do so, you must take all steps necessary to free us of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of withdrawal.

Record Retention

At the conclusion of a matter we often undertake to review the file and discard extra copies of documents. We then send the balance of the file on that matter to an off-site facility for storage at our expense, unless a client requests us to deliver the file to it. To minimize the file storage expense, we reserve the right, subject to your contrary direction, to retain files for only ten years and to destroy all older files to the extent practicable; provided that we use our reasonable efforts to review old files and retain original legal instruments such as notes, leases, mortgages, deeds, stock certificates, marital equitable distribution agreements and other items of obvious value. If you wish to handle the disposition of files in a different manner, please let us know. Otherwise, we will proceed as set forth above.

Communications and Confidentiality

In the course of our representation of you, we have a duty to preserve the confidentiality of our communications with you and other information relating to the representation. However, you and we need to recognize that all means of communication are, to some degree, susceptible to misdirection, delay or interception. E-mail and cellular telephone communications present special risks of inadvertent disclosure. However, because of the countervailing speed, efficiency, and convenience of these methods of communication, we have adopted them as part of the normal course of our operations. Unless you instruct us to the contrary, we will assume that you consent to our use of e-mail and cell phone communications in representing you.

Marketing Matters

Our firm has a public web site that may identify some of our clients and publicly disclosed transactions and other legal matters we have handled. In addition, we develop various marketing, advertising, and informational materials from time to time that contain similar information. You agree that we may publicly identify you as a client of Dileo Law, LLC.

Insurance

You agree to immediately determine whether insurance coverage is or may be available with respect to the subject matter of the engagement and to promptly provide notice to any insurer that may provide coverage. If an insurer pays any portion of our charges, you agree that you will remain responsible for payment of any amounts billed by us but not paid by the insurer, unless we have agreed otherwise in writing.