

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2026 – 003

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LEASE AGREEMENT WITH THE CHAGRIN VALLEY DISPATCH COUNCIL FOR THE LEASE OF A PORTION OF THE CITY OF STRONGSVILLE COMMUNICATIONS CENTER BUILDING PREMISES LOCATED AT 13213 PEARL ROAD, STRONGSVILLE, OHIO, WHICH IS CURRENTLY OCCUPIED BY THE SOUTHWEST EMERGENCY DISPATCH CENTER, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2025-086, the City of Strongsville (hereinafter "City" or "Lessor") authorized the Mayor to enter into a New Member Participation Agreement with the Chagrin Valley Dispatch Council (hereinafter "CVDC" or "Lessee") in order for the City to become a participating member in the Chagrin Valley Regional Communications Center for the dispatch of public safety services, to be effective February 2, 2026; and

WHEREAS, the City is the operator of the City of Strongsville Southwest Emergency Dispatch Center, which is currently located at the City's Communications Center building premises at 13213 Pearl Road, Strongsville, Ohio; and

WHEREAS, the public safety dispatch services for the cities of Brook Park, Middleburg Heights, North Royalton and Strongsville ("Cities") are currently in operation at the Southwest Emergency Dispatch Center in Strongsville; and

WHEREAS, CVDC is a regional Council of Governments of the State of Ohio, operating the Chagrin Valley Regional Communications Center and currently located at the University Hospital Bedford Medical Center, 88 Center Road, Bedford, Ohio; and

WHEREAS, the Cities will become new participating members of the Chagrin Valley Regional Communications Center as of February 2, 2026; and

WHEREAS, inasmuch as the CVDC is in the process of preparing to relocate the operations of such Chagrin Valley Regional Communications Center, it has become necessary for the CVDC, as Lessee, to enter into a Lease Agreement with the City, as Lessor, in order to temporarily lease a portion of the City of Strongsville Communications Center building premises, which is now being utilized by the Southwest Emergency Dispatch Center operations, located at 13213 Pearl Road, Strongsville, Ohio, in order to continue to provide public safety dispatch services; and

WHEREAS, therefore, in consideration of the covenants and agreements set forth in the Lease Agreement between the City, as Lessor, and CVDC, as Lessee, a copy of which is attached hereto as Exhibit "1", the CVDC intends to lease a portion of the City's Communications Center building premises located at 13213 Pearl Road, Strongsville, Ohio; and

WHEREAS, pursuant to the Charter of the City of Strongsville, Chapter 264 of the Codified Ordinances of the City of Strongsville, the Ohio Revised Code and the Ohio Constitution, and in order to carry out the public purpose of providing for the health, safety and

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welfare of the people in the State of Ohio and the aforementioned Cities, the City has determined to lease a portion of the City's Communications Center building, which is currently occupied by the Southwest Emergency Dispatch Center, to the CVDC for the purposes set forth in the Lease Agreement attached hereto as Exhibit "1"; and

WHEREAS, therefore, the City and CVDC are desirous of entering into such Lease Agreement on the terms and conditions set forth in the Lease Agreement, and further, unless terminated sooner as provided in the Agreement, the term of the Agreement shall be from February 2, 2026 until January 31, 2027.

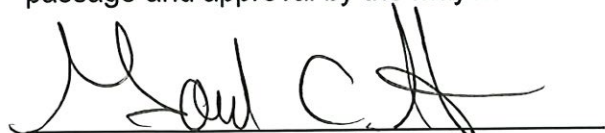
NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO BY TWO-THIRDS VOTE OF ITS MEMBERS:

Section 1. That this Council hereby finds and determines that leasing a certain portion of the City's Communications Center building currently occupied by the Southwest Emergency Dispatch Center, located at 13213 Pearl Road, Strongsville, Ohio, to the Chagrin Valley Dispatch Council, a regional Council of Governments of the State of Ohio, as set forth in the Lease Agreement attached hereto as Exhibit "1", is in furtherance of a public purpose and in the best interest of the City.

Section 2. That this Council hereby further authorizes and directs the Mayor to enter into the Lease Agreement with the Chagrin Valley Dispatch Council, substantially in accordance with the terms and conditions set forth in the Lease Agreement attached hereto.

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 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 Lease Agreement with the Chagrin Valley Dispatch Council in order to ensure the usual daily operations and continuity of critical services of the Public Safety Department of the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.



President of Council

Date Passed: January 5, 2026

Approved: 

Mayor

Date Approved: Jan. 5, 2026

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	<u>Yea</u>	<u>Nay</u>
Carbone	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Clark	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kaminski	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kosek	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Roff	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Short	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Zacharyasz	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Attest: *Dimitris Pientka*
Clerk of Council

Ord. No. 2026-003 Amended: _____
1st Rdg. 01-05-26 Ref: _____
2nd Rdg. Suspended Ref: _____
3rd Rdg. Suspended Ref: _____

Public Hrg. _____ Ref: _____
Adopted: 01-05-26 Defeated: _____

EXHIBIT "A"

LEASE AGREEMENT

BY AND BETWEEN

CITY OF STRONGSVILLE, LESSOR

AND

CHAGRIN VALLEY DISPATCH COUNCIL, LESSEE

FOR A CERTAIN CHAGRIN VALLEY DISPATCH CENTER ("CVDC")
PREMISES AND APPURTENANT AREAS LOCATED AT:

STRONGSVILLE DISPATCH CENTER
13213 PEARL ROAD
STRONGSVILLE, OHIO 44136

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LEASE AGREEMENT

THIS INDENTURE OF LEASE AGREEMENT made this 5th day of January, ²⁰²⁶2025 between the CITY OF STRONGSVILLE, an Ohio Municipal Corporation (herein called the "City" or "Lessor"), and CHAGRIN VALLEY DISPATCH COUNCIL ("CVDC"), an Ohio Council of Governments, (herein called the "Council" or "Lessee,"), pursuant to authority duly adopted by the City on January 5, ²⁰²⁶2025 and pursuant to authority duly adopted by the Lessee on _____, 2025, respectively, copies of which are attached hereto as Exhibits "A" and "B." As required by the context herein, and as permitted by law, reference to the "City" shall also include its respective officials, agents and employees.

The City for and in consideration of the covenants and agreements hereinafter set forth on the part of the Lessee to be kept and performed, has demised and leased, and does hereby demise and lease unto the Lessee, and the Lessee does hereby take and hire, upon and subject to the conditions hereinafter expressed, the premises located at 13213 Pearl Road, Strongsville, Ohio 44136, hereinafter referred to as the Premises, which shall be known as the "Dispatch Center."

SECTION 1

TERM

Unless terminated sooner as provided herein, the term of this Lease Agreement shall be from February 2, 2026 until January 31, 2027.

SECTION 2

BASE RENT

For the initial term of this Lease, the Lessee shall pay to the City as a base rent the sum of one dollar (\$1.00) per year payable in annual installments of one dollar (\$1.00) on the commencement date and annual installments from such date thereafter until January 31, 2027.

SECTION 3

MAINTENANCE OF PREMISES AND ALL OTHER EQUIPMENT

The Lessor shall permit CVDC to use the Strongsville Dispatch Center facility and all other equipment and related software and other items necessary for the continuation of the Strongsville Dispatch Center's operation by CVDC. The City also agrees to keep the Premises in good and tenantable

condition and repair during the term of this Lease Agreement and agrees to repair, maintain and replace same as needed or required by any governmental entity.

During the term of this Lease Agreement the City shall also be responsible for all maintenance agreements, for utilities, and shall provide cost-free use of the Strongsville Dispatch Center facility until January 31, 2027.

SECTION 4

USE OF PREMISES

The Lessee agrees that the Premises shall be exclusively used for providing Emergency Dispatch Services for the certain Members of the Lessee, being the cities of Strongsville, North Royalton, Brookpark and Middleburg Heights, and for no other purposes whatsoever, unless said use is first approved by the City in writing. The Lessee shall not assign this Lease or any right, title, interest, estate or obligation of the Lessee hereunder, or sublease, without the express prior consent of the City, which consent may be withheld for any reason within the sole discretion of the City.

The Lessee agrees that it will not permit, authorize or allow any other person, organization or other entity, whether private or public, to use the Premises for any purpose whatsoever without first obtaining the City's written permission.

SECTION 5

RUBBISH REMOVAL

The Lessor shall provide a dumpster for the collection, removal and disposal of any and all wastes generated by CVDC's use of the Premises.

SECTION 6

RIGHT TO ENTER PREMISES

The City, upon 24-hour advance written notice by its duly authorized representative, shall have the right to enter the Premises during usual business hours for the purpose of inspecting it and the operation therein and for the purpose of making repairs which may be necessary, provided that to the extent practicable, any such entry and/or work shall be scheduled so as to minimize interference with normal Premises operations.

SECTION 7

UTILITY CHARGES

Beginning with the commencement of this Lease and continuing thereafter during the term of this Lease, the Lessor shall pay all gas, electric, telephone, internet, data and other utility charges and fees for service provided to the leased Premises known as the Dispatch Center.

SECTION 8

INSURANCE

Lessee, at its cost, shall insure all equipment transferred to Lessee pursuant to the CVDC New Member Agreements with Strongsville, Middleburg Heights, Brookpark and North Royalton, and any and all other equipment related to the CVDC operations at the Strongsville Dispatch Center. Lessee shall have liability insurance for any injury and/or incident to a third-party invitee occurring in the interior of the premises.

Lessor, at its cost, shall continue all other insurance currently in place for the Strongsville Dispatch Center.

SECTION 9

COMPLIANCE WITH LAW

The Lessee, during the term of this Lease Agreement and any renewal or continuation thereof, shall comply with all applicable governmental laws, ordinances, regulations and requirements relating to use and occupancy of the Premises.

SECTION 10

REDELIVERY OF PREMISES

At the expiration of the term of this Lease or of any renewal or continuation thereof, the Lessee will surrender and deliver to the City the demised Premises in good repair and condition, subject only to ordinary wear and tear.

SECTION 11

NOTICES

Any notice, permitted or required hereunder, shall be in writing and shall be deemed to have been properly given by mailing such notice by registered or certified mail, postage prepaid, addressed to such party as follows:

(a) To the Lessor:

Mayor Thomas. P. Perciak
The City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

(b) To the Lessee:

Chagrin Valley Dispatch Council
9018 Brecksville Road
Brecksville, Ohio 44141

(c) Or such other address as either party may from time to time designate in writing at least fifteen (15) days in advance of such notice.

SIGNATURE PAGE FOLLOWS

Signed, sealed and acknowledged
in the presence of:

James Pientka
Nancy M. Sikowski

THE CITY OF STRONGSVILLE, Lessor

Thomas P. Perciak
Thomas P. Perciak, Mayor
City of Strongsville

APPROVED AS TO FORM ONLY:

Neal Jamison
Neal Jamison, Law Director
City of Strongsville

Signed, sealed and acknowledged
in the presence of:

CHAGRIN VALLEY DISPATCH COUNCIL, Lessee

Mayor Kirsten Holzheimer Gail, President

APPROVED AS TO FORM ONLY:

David J. Matty, Law Director

CITY OF STRONGSVILLE

STATE OF OHIO)
) SS: NOTARY PUBLIC
COUNTY OF CUYAHOGA)

On this 5th day of January, 2026, before me, a Notary Public in and for said County and State, personally appeared Thomas P. Perciak, the Mayor of the City of Strongsville, Ohio, to me personally known, and acknowledged the execution of the foregoing instrument, and that the same is his voluntary act and deed on behalf of said City of Strongsville, Ohio, and the voluntary and corporate act and deed of said City of Strongsville, Ohio.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my official seal on the date and year aforesaid.

Nancy M. Sikorski
Notary Public

NANCY M SIKORSKI
NOTARY PUBLIC - OHIO
MY COMMISSION EXPIRES 03-14-29

CHAGRIN VALLEY DISPATCH COUNCIL

STATE OF OHIO)
) SS: NOTARY PUBLIC
COUNTY OF CUYAHOGA)

On this _____ day of _____, 2026, before me, a Notary Public in and for said County and State, personally appeared Mayor Kirsten Holzheimer Gail, the President of the Chagrin Valley Dispatch Council, Lessee, to me personally known, and acknowledged her signing of the foregoing instrument, and that the same is her voluntary act and deed on behalf of said Chagrin Valley Dispatch Council.

IN WITNESS WHEREOF, I have hereunder subscribed my name and affixed my official seal on the date and year aforesaid.

Notary Public

EXHIBIT A

ORDINANCE BY STRONGSVILLE AUTHORIZING LEASE

EXHIBIT B

RESOLUTION BY CHAGRIN VALLEY DISPATCH COUNCIL

TO ENTER LEASE