

City of Strongsville

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

October 3, 2024

City Council

James A. Kaminski
Ward 1

Anmarie 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, October 7, 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 6:40 p.m. All committees listed will meet immediately following the previous committee:

6:40 P.M.

Public Service & Conservation Committee will meet to discuss Ordinance Nos. 2024-136, 2024-143, 2024-144, and 2024-145.

Planning, Zoning & Engineering Committee will meet to discuss Ordinance No. 2024-146 and Resolution No. 2024-147.

Public Safety & Health Committee will meet to discuss Ordinance Nos. 2024-148 and 2024-149.

Recreation & Community Services Committee will meet to discuss Ordinance Nos. 2024-150, 2024-151, 2024-152 and Resolution Nos. 2024-153 and 2024-154.

Finance Committee will meet to discuss Resolution No. 2024-155.

Communications & Technology Committee will meet to discuss Ordinance No. 2024-156.

Committee of the Whole will meet to discuss Ordinance Nos. 2024-142, 2024-157 and Resolution Nos. 2024-158 and 2024-159.

7:00 P.M.

Regular Council Meeting

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

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING

MONDAY, OCTOBER 7, 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 – September 16, 2024*
6. APPOINTMENTS, CONFIRMATIONS AWARDS AND RECOGNITION:
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. 2024-136 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTIONS 1242.07(b)(10) AND 1258.06(a)(6), OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO UPDATE THE REGULATION OF CERTAIN ESTABLISHMENTS AS CONDITIONAL USE PERMITS IN CERTAIN DISTRICTS, AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 09-16-24. Favorable recommendation by the Planning Commission 09-26-24.*
- Ordinance No. 2024-142 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT FOR CERTAIN PROPERTY LOCATED AT 21500 LUNN ROAD, AND DECLARING AN EMERGENCY. *First reading 09-16-24.*
- Ordinance No. 2024-143 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 2 FOR AN INCREASE IN THE CONTRACT PRICE AND FOR AN EXTENSION OF THE CONTRACT COMPLETION DATE, ALL IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND THE GREAT LAKES CONSTRUCTION CO., FOR IMPROVEMENTS TO THE WESTWOOD LIFT STATION IN CONNECTION WITH THE WESTWOOD LIFT STATION REHABILITATION PROJECT, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-144 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MODIFICATION REQUEST NO. 3 FOR ADDITIONAL PROFESSIONAL ENGINEERING DESIGN AND CONSULTING SERVICES RELATING TO THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND MS CONSULTANTS, INC., IN CONNECTION WITH THE CITY OF STRONGSVILLE'S WASTEWATER TREATMENT PLANTS AND WESTWOOD LIFT STATION REHABILITATION PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-145 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 2024-059 TO INCREASE THE APPROPRIATED CONTRACT AMOUNT AND AMEND THE CONTRACT WITH CROSSROADS ASPHALT RECYCLING, INC. FOR PURCHASE OF GENERAL PAVEMENT SERVICES FOR USE BY THE SERVICE DEPARTMENT OF THE CITY, WITHOUT FURTHER PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-146 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 16 FOR AN INCREASE IN THE CONTRACT PRICE, IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND GILBANE BUILDING COMPANY IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER PROJECT, AND DECLARING AN EMERGENCY.

- Resolution No. 2024-147 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR CONSTRUCTION IN CONNECTION WITH THE CITY OF STRONGSVILLE FOLTZ PARKWAY EXTENSION PHASE II PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-148 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TENTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE AND THE CITY OF NORTH ROYALTON, IN CONNECTION WITH AN ADJUSTMENT OF FEES COMMENCING JANUARY 1, 2025, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-149 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE THROUGH THE SAFETY FIRST GRANT PROGRAM SPONSORED BY NORFOLK SOUTHERN CORPORATION, TO BE UTILIZED BY THE CITY OF STRONGSVILLE FIRE DEPARTMENT; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-150 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING NEW RATES FOR THE RENTAL OF FACILITIES AT THE WALTER F. EHRNFELT RECREATION AND SENIOR CENTER, THE CITY OF STRONGSVILLE OLD TOWN HALL, AND THE NEW STRONGSVILLE TOWN CENTER AREA, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-151 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW LEASE AGREEMENT WITH THE STRONGSVILLE SOCCER ASSOCIATION, INC. FOR PREMISES LOCATED ON FOLTZ PARKWAY IN THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-152 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR AND DIRECTOR OF RECREATION & SENIOR SERVICES TO ACCEPT ADDITIONAL FUNDING FROM THE CUYAHOGA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF SENIOR AND ADULT SERVICES, THROUGH THE OHIO DEPARTMENT OF AGING, AUTHORIZING EXECUTION OF ANY REQUIRED DOCUMENTS RELATED THERETO; AND DECLARING AN EMERGENCY.
- Resolution No. 2024-153 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING A DONATION OF MONEY FROM HEATHER ANN RHOADES TO BE USED IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE, AND FURTHER DESIGNATING THE ROBERT "BOB" HRIC SPORTS COURTS WITHIN THE TOWN CENTER AREA.
- Resolution No. 2024-154 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING A DONATION OF MONEY FROM CITY OF STRONGSVILLE COUNCILMAN, JAMES A. KAMINSKI AND HIS WIFE, MARY KAMINSKI TO BE USED IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE.

- Resolution No. 2024-155 by Mayor Perciak and All Members of Council. A RESOLUTION ESTABLISHING A NEW SPECIAL REVENUE FUND TO BE KNOWN AS THE SOUTHWEST EMERGENCY DISPATCH FUND NO. 210, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-156 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A SERVICES AGREEMENT WITH NEOGOV TO PROVIDE SOFTWARE AND SERVICES FOR USE BY THE HUMAN RESOURCES DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-157 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND ADOPTING MID-YEAR REPLACEMENT PAGES TO THE CODIFIED ORDINANCES OF THE CITY, REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH, AND DECLARING AN EMERGENCY.
- Resolution No. 2024-158 by Mayor Perciak and All Members of Council. A RESOLUTION CONSENTING TO THE TERMS OF THE TARGET CORPORATION MASTER SETTLEMENT AGREEMENT IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE MAYOR TO EXECUTE A SETTLING SUBDIVISION PARTICIPATION AND RELEASE FORM FOR THE TARGET SETTLEMENT, AND DECLARING AN EMERGENCY.
- Resolution No. 2024-159 by Mayor Perciak and All Members of Council. A RESOLUTION CONSENTING TO THE TERMS OF THE HENRY SCHEIN, INC. SETTLEMENT AGREEMENT IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE MAYOR TO EXECUTE A SUBDIVISION PARTICIPATION AND RELEASE FORM FOR THE HENRY SCHEIN, INC. SETTLEMENT, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 136

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTIONS 1242.07(b)(10) and 1258.06(a)(6), OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO UPDATE THE REGULATION OF CERTAIN ESTABLISHMENTS AS CONDITIONAL USE PERMITS IN CERTAIN DISTRICTS, 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 Section 1242.07(b)(10) of Chapter 1242 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville concerning Conditional Use Permits, be and is hereby amended to read as follows:

1242.07 CONDITIONAL USE PERMITS.

* * *

(b) Standards for Evaluating Conditional Use Permits. An application for a conditional use permit shall not be approved unless the following conditions and standards are complied with as set forth for the following districts:

* * *

(10) Pawn Shops, Paraphernalia Stores, Vape Shops, Vaporizer Stores, ~~Tattoo Parlors,~~ Hookah Lounges, Smoke Lounges, and Vapor Lounges. In addition to complying with all other requirements of this Zoning Code, these uses shall comply with the following requirements and standards:

- A. No such use shall be established or operated within 500 feet of a school.
- B. No such use shall be established or operated within 500 feet of an existing use of the same specific type.
- C. No such use shall be operated or open for business between the hours of 12:00 midnight and 8:00 a.m.

(11) Safeguards and conditions. In addition to complying with the above general standards set forth in this section, conditions appropriate to each particular application may also be set forth in the permit.

(12) Approval. The approval of a conditional use permit shall become null and void if the construction of the building or site improvements are not started within a six-month period after date of approval.

~~(Ord. 2016-158. Passed 11-21-16.)~~

* * *

Section 2. That Section 1258.06(a)(6) of Chapter 1258 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville concerning Use Regulations; Restaurant-Recreational Services District, be and is hereby amended to read as follows:

1258.06 USE REGULATIONS; RESTAURANT-RECREATIONAL SERVICES DISTRICT.

Buildings and land shall be used and buildings shall be designed, erected, altered, moved or maintained in whole or in part in Restaurant-Recreational Services Districts only for the uses set forth in the following schedules and regulations:

- (a) Main Buildings and Uses Permitted.

* * *

- (6) ~~Tattoo parlors,~~ Hookah lounges, smoke lounges, vapor lounges, or other similar services, provided a conditional use permit is granted in accordance with the standards set forth in Section 1242.07 of this Zoning Code.

* * *

~~(Ord. 2016-158, Passed 11-21-16.)~~

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 necessary to provide for the appropriate regulation of certain establishments as conditional permitted uses in certain districts, and to ensure the safety of the general public. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: September 16, 2024

Referred to Planning Commission

Second reading: _____

September 17, 2024

Third reading: _____

Approved: _____

Public Hearing: _____

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 136

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

Attest: _____

Clerk of Council

Ord. No. 2024-136 Amended: _____

1st Rdg. 09-16-24 Ref: PC / PZE

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Public Hrg. _____ Ref: _____

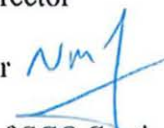
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE
CONFIDENTIAL MEMORANDUM

DATE: September 9, 2024

TO: President and Members of Council

CC: Mayor Thomas P. Perciak
Ted Hurst, Building Commissioner
Charles Goss, Director of Public Safety
Thomas O'Deens, Chief of Police
Brent Painter, Director of Economic Development
George Smerigan, City Planner
Daniel J. Kolick, Asst. Law Director

FROM: Neal M. Jamison, Law Director 

SUBJECT: Tattoo Parlors – Amendment of SCO Sections 1242.07 and 1258.06

**THIS IS A CONFIDENTIAL COMMUNICATION WITHIN THE
ATTORNEY-CLIENT PRIVILEGE AND IS NOT INTENDED FOR
COPYING OR REVIEW BY ANYONE OTHER THAN THOSE
IDENTIFIED IN THE CAPTION ABOVE.**

As I informed you at the recent Council Meeting, the Administration has been working on an issue that has arisen in regard to allowing businesses in our City that utilize permanent make-up services. The use and scope of permanent make-up is not only used for cosmetic reasons. These techniques have improved and evolved over the years so that they are now used to help those individuals who are recovering from certain illnesses. This would include persons who have had significant hair loss who have undergone chemotherapy treatment while battling various forms of cancer. Permanent make-up is also used for those individuals who have suffered severe burns on their body, as well as persons who were born with a birth defect, like a cleft lip, or with alopecia. For all of these reasons, the use of permanent make-up procedures has become more prevalent and accepted in our culture.

The challenge that has arisen is the fact that permanent make-up procedures are considered a "tattoo" under Section 820.01(d) of the Strongsville Codified Ordinances. That section states as follows:

"Tattoo," "tattooed" or "tattooing" refers to any method of placing designs, letters, scrolls, figures, symbols or any other marks upon or under the skin with ink or any other substance resulting in the coloration of the skin by the aid of needles or any other instrument designed to touch or puncture the skin.

Permanent make-up procedures clearly fall within this definition. At the present time, tattoo services are only permitted in the Restaurant-Recreational Services (R/RS) zoning district with a conditional use permitted. We have a limited number of areas in the City that are zoned R/RS and currently these areas are almost fully occupied.

We recently had a young lady apply to open a salon that would provide permanent make-up procedures but she was denied a permit to do so because the location she had obtained was not zoned R/RS. This person appealed to the Board of Zoning Appeals and they denied her appeal because of this zoning restriction. I would point out that the Board of Zoning Appeals was sympathetic to her cause but they felt compelled to follow our zoning code.

The Administration initially thought that we could address this issue by amending Section 820.01(d) of the Strongsville Codified Ordinances by exempting permanent make-up procedures from this definition. In thinking this through, we concluded, however, that certain businesses that actually do perform tattoos would try to use this exemption to argue that they would not have to get a license under Chapter 820 of our code. We still want to license these establishments because they provide certain guidelines for their operation, and we have the ability to revoke their license if they are not in compliance. In addition, we think that businesses that perform permanent make-up procedures should also be licensed under Chapter 820 to give us the same ability to make sure they are compliant with the various rules and guidelines set forth therein, including certain sanitary and safety procedures.

The solution that we propose is to amend two sections of our zoning code that restrict "tattoo parlors" to the R/RS zoning district. Please find enclosed a copy of the proposed Ordinance to amend these two sections. If enacted, this Ordinance would amend our zoning code to allow tattoo operations, as well as permanent make-up procedures, in certain business districts in the City.

If you should have any questions, please feel free to contact me.

NMJ

Enclosure

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Mitzi Anderson, Administrator to Boards & Commissions
FROM: Marialena Beach, Council Secretary
DATE: September 17, 2024
SUBJECT: Referral from Council: Ordinance No. 2024-136

At its regular meeting of September 16, 2024, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2024-136 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTIONS 1242.07(b)(10) AND 1258.06(a)(6), OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO UPDATE THE REGULATION OF CERTAIN ESTABLISHMENTS AS CONDITIONAL USE PERMITS IN CERTAIN DISTRICTS, AND DECLARING AN EMERGENCY.

A copy of this ordinance is attached for Planning Commission review.

MB
Attachments

MEMORANDUM

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

FROM: Mitzi Anderson, Administrator, Boards & Commissions

SUBJECT: Referral to Council

DATE: September 30, 2024

Please be advised that at its meeting of September 26, 2024, the Strongsville Planning Commission gave a Favorable Recommendation to the following;

ORDINANCE NO. 2024-136

An Ordinance Amending Sections 1242.07 (b)(10) and 1258.06 (a)(6), of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville in Order to Update the Regulation of Certain Establishments as Conditional Use Permits in Certain Districts, and Declaring an Emergency.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 142

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT FOR CERTAIN PROPERTY LOCATED AT 21500 LUNN ROAD, AND DECLARING AN EMERGENCY.

WHEREAS, the City deems it to be in the best interest to purchase a parcel of property located at 21500 Lunn Road for municipal public purposes.

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

Section 1. That this Council hereby authorizes the Mayor to enter into a Purchase Agreement for the acquisition of property located on Lunn Road, a copy of such Purchase Agreement is attached hereto as Exhibit "1," for property identified as PPNs 393-12-003 and 393-12-004.

Section 2. That upon receipt of a duly executed Deed from the Estate of Arlene A. Bislich, conveying said property to the City and evidence of title satisfactory to the Law Director, the Clerk of Council is hereby directed to cause the said Deed to be recorded with the Cuyahoga County Fiscal Officer.

Section 3. That the Mayor and Director of Finance are hereby further authorized and directed to take any and all other necessary steps, to execute on behalf of the City any and all other documents necessary to effectuate and finalize the purchase, and to carry out all terms and conditions of the Purchase Agreement.

Section 4. That the Director of Finance be and is hereby authorized and directed to pay to the Escrow Agent the amount required in Exhibit "1."

Section 5. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund.

Section 6. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and 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 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into an agreement for the purchase of such property in order to further economic development and improve lots and lands in the City. Therefore, provided this Ordinance receives the unanimous

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 142

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affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2024-142 Amended: _____
1st Rdg. 09-16-24 Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

PURCHASE AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2024, by and between the **ESTATE OF ARLENE A. BISLICH**, hereinafter referred to as "Seller" and the **CITY OF STRONGSVILLE**, hereinafter referred to as "Buyer."

WHEREAS, Seller is the fee owner of real property located at 21500 Lunn Road, in the City of Strongsville, County of Cuyahoga, State of Ohio, known as Permanent Parcel Nos. 393-12-003 & 393-12-004, which is further described in Exhibit "A" attached hereto and incorporated herein, together with all improvements thereon collectively, and together with all appurtenances, the "Property."

WITNESSETH THAT:

1. PREMISES: Seller agrees to sell and convey the Property to Buyer and Buyer agrees to purchase the Property from Seller, for the purchase price and upon the terms and conditions hereafter set forth.
2. CONDITION OF PROPERTY: This Property is being purchased in its present physical condition "as-is." Buyer has not relied upon any representations, warranties or statements about the Property, including but not limited to, its condition or use, except for those which are expressly set forth in this Agreement. Buyer acknowledges it has not relied on any representations or statements concerning the condition or value of the Property, the use that can be made of the Property or the zoning ordinances applicable to it, or anything concerning the same, other than those statements and representations which are expressly set forth in this Agreement.
3. PURCHASE PRICE AND PAYMENT: The total purchase price shall be Two Hundred Seventy Five Thousand Dollars (\$275,000.00), payable at Closing, in cash, or immediately available and collected funds.

4. REAL ESTATE TAXES: Real estate taxes and assessments shall be prorated in escrow, as of the date of Closing. All utilities and sewage charges shall be prorated as of the date of Closing by the parties outside of escrow. Seller to pay all the above said costs and charges attributable to its ownership period and Buyer to pay said costs and charges thereafter.

5. PLANS, SURVEYS, and ASSESSMENTS: Seller agrees to provide to the Buyer, at no cost to the Buyer, immediately, but not later than ten (10) days after execution of this Agreement, any physical or topographic surveys, development information, soil boring or groundwater data, environmental assessments and other agreements affecting the Property, as well as any other records relating to the Property in the possession of the Seller.

6. WARRANTIES; REPRESENTATIONS: Seller warrants and represents the following:

(a) That Patricia L. Wozniak is the Executor of the Estate of Arlene A. Bislich, Cuyahoga County Probate Court, Case No. 2021 EST 264725;

(b) That as the Executor she has all necessary authority to execute this Purchase Agreement and sign the deed and any and all other documents required to carry out this Agreement and transfer the Property to the Buyer;

(c) There are no other contracts for sale or options involving the Property;

(d) That the Property, to the best of Seller's knowledge, without any inquiry or investigation by the Seller, is not located in a flood plain; and there are no underground tanks or wells on the Property; and

(e) That between the date the Seller executes this Agreement and the Closing date, the Seller shall not subject the Property to or consent to any leases, liens, encumbrances, covenants, conditions, restrictions, easements, rights of way, or agreements, or take any other action affecting or modifying the status of title or otherwise affecting the Property, without the written consent of the Buyer.

7. ADVERSE FACTS: The Seller, without inquiry or investigation, knows of no materially adverse fact, affecting or threatening to affect the Property which has not been disclosed to the Buyer in writing. Between the date the Seller executes this Agreement and the Closing date, the Seller will notify the City in writing of any events which occur or any facts of which it becomes aware which would make any of its representations or warranties false or misleading. Except as otherwise permitted by the Buyer in writing, in its sole discretion, each of the warranties or representations made in this Agreement by the Seller shall be true and correct as of the Closing date.

8. CLOSING; ESCROW: Closing and delivery of possession shall be on or before November 1, 2024, or as soon thereafter as practicable, allowing a reasonable time for approval by City Council, preparation and approval of documents and correction of defects reported as a result of a title examination, survey or inspections of the Premises. Closing shall be held at the offices of the Escrow Agent, or at such other place as the parties may agree.

The Seller agrees to deliver to Buyer or Escrow Agent the following at or prior to Closing:

- (a) A Fiduciary Deed, fully executed by the Seller, conveying the Property in fee simple to the Buyer, in a form satisfactory to the Buyer;
- (b) A signed closing or settlement statement prepared or approved by Escrow Agent;
- (c) Any affidavit or document required by the Escrow Company ensuring that the individual(s) signing the deed and Closing documents have the authority on behalf of the Seller to execute the documents; and
- (d) Any other documents reasonably required by Escrow Agent.

9. TITLE EVIDENCE AND DEFECTS:
(a) On the Closing date, Buyer shall receive an ALTA Owner's Policy of Title Insurance, in currently utilized Form (amended) (the "Title Policy") in the amount of \$275,000.00,

showing fee simple title to the Premises to be in Buyer's name, subject only to those title exceptions permitted in accordance with this Agreement, including but not limited to the recorded easements, assessments, covenants and deed restrictions, with the so-called "printed" or "standard" exceptions deleted to the extent possible. The Title Policy shall be issued by the Escrow Agent or such other nationally recognized title company as shall be acceptable to Buyer (the "Title Company"). The Title Policy shall also affirmatively insure: (i) Buyer's right to use any appurtenant easements; (ii) that the Property will have the benefit of direct ingress and egress, both pedestrian and vehicular, to and from a public highway; and (iii) such other matters as Buyer may reasonably require to address material matters disclosed in the Title Commitment.

(b) Upon execution of this Agreement, Buyer shall order from the Escrow Agent a commitment for the Title Policy (the "Title Commitment") and cause the same (with legible copies of all exceptions attached thereto) to be delivered to each party hereto no later than fifteen (15) days thereafter. The Title Commitment shall be updated and endorsed to include all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters affecting the Property, which shall commit to delete the standard printed exceptions and creditors rights' exclusion, and any matters disclosed by any Survey. Within fifteen (15) days after receipt of both the Commitment and the Survey, Buyer shall serve upon Seller a notice specifying those exceptions to title, if any, that interfere with the use of the Property for Buyer's intended use (the "Title Defects"). Buyer acknowledges that, for purposes of this section, real estate taxes and assessments, both general and special, that are not yet due and payable, the recorded easements, covenants and deed restrictions acceptable to the Buyer, and zoning ordinances do not constitute Title Defects. Any exceptions appearing after issuance of the Title Commitment and/or Survey shall also be deemed Title Defects unless approved in writing by Buyer.

(c) Upon receipt by Seller of Buyer's notice of Title Defects, if any, Seller shall

immediately and diligently pursue the removal of the Title Defects. Seller shall have fifteen (15) days after receipt of notice in which to cure such Title Defects (or, if the Title Defects are not readily curable within said fifteen (15) day period, then Seller may have such additional time as Buyer may permit in writing, in which case, the Closing Date shall, at Buyer's option, be extended accordingly) (said fifteen (15) day period, as the same may be extended, being hereinafter referred to as the "Cure Period"). If some or all of the Title Defects can only reasonably be cured at Closing, then Seller may agree in writing to cure such Title Defects at Closing, subject to Buyer's reasonable consent. Should Seller fail to cure the Title Defects within the Cure Period, Seller shall notify Buyer of such fact prior to the expiration of the Cure Period, and Buyer shall have the option to: (i) accept the Property subject to the Title Defects, or (ii) declare this Agreement to be null and void and of no further force or effect, except to the extent a party is in breach of this Agreement and Buyer and Seller shall each be relieved of all further liability hereunder, and except that the parties shall equally share all title and escrow costs incurred to date. If Buyer elects not to terminate this Agreement as provided above, then Seller shall cause the Title Company to update the Title Commitment prior to the Closing Date.

10. ESCROW AGENT:

(a) The escrow agent for this transaction shall be Maximum Title & Escrow Services, Inc. (the "Escrow Agent").

(b) The Closing of this transaction described in this Agreement shall be conducted in escrow, and this Agreement shall serve as escrow instructions for that purpose. The Escrow Agent may incorporate its standard conditions of acceptance, to the extent that they are not inconsistent with the terms of this Agreement. Seller shall deposit the executed Fiduciary Deed and such other documents as the Escrow Agent may reasonably require, to complete the closing with the Escrow Agent. Buyer shall concurrently deposit the Purchase Price with the Escrow Agent in collected and immediately available funds, and with such other documents as the Escrow

Agent may reasonably require to complete the closing. At Closing, the Escrow Agent shall record the Fiduciary Deed, shall issue the Title Policy and shall disburse the Purchase Price to Seller (net of all closing expenses and prorations as calculated pursuant to this Agreement). The Escrow Agent shall charge the parties with costs and expenses as follows: (1) Seller shall be responsible for the costs of recording the Fiduciary Deed, releasing any leases, purchase options, and encumbrances, and filing any required affidavit, and for one-half of all escrow costs, including title examination and title insurance, and (2) Buyer shall be responsible for one-half of all escrow costs, including title examination and title insurance. Since the transfer is to a municipal corporation, there is no conveyance fee required to be paid by the Seller.

11. INSPECTIONS:

(a) Seller shall give to Buyer and its designated agents and representatives full access to the Property during normal business hours throughout the Buyer Study Period as defined in Paragraph 11 (b), including the right, at Buyer's own risk, to cause its agents or representatives to enter upon the Property for the purpose of (i) making physical and topographic surveys; and (ii) conducting such tests, investigations and studies as Buyer may desire, including, but not limited to, those related to engineering, water, groundwater, sanitary and storm sewer, utilities and environmental matters, as well as soil borings. In the event the Property is not transferred to the Buyer, Buyer shall, at its expense, restore the Property to its prior condition to the extent of any changes made by its agents or representatives. Any private agents or representatives retained by the Buyer to do this work shall carry insurance to protect the Seller. The Seller shall furnish to Buyer during the Buyer Study Period all information concerning the Property which the Buyer may reasonably request and which is in the possession of the Seller.

(b) Buyer shall have fifteen (15) days from the full execution of this Agreement, ("Buyer Study Period"), to complete the studies described in Paragraph 11(a) and to determine in its sole discretion that the condition of the Property is satisfactory for the intended use of the Buyer.

In the event that the Buyer is not so satisfied for any reason whatsoever at any time prior to the expiration of the Buyer Study Period, Buyer shall advise the Seller in writing of its intention not to proceed to Closing under the terms of this Agreement, and in such event, this Agreement shall automatically be terminated, and no party shall have any liability hereunder other than the Buyer covering any Title Company costs incurred to date.

12. ENVIRONMENTAL MATTERS: Seller states that it has not conducted any environmental studies on the Property and does not know the state of the Property. Seller warrants and represents that to the best of Seller's knowledge, information and belief, without inquiry or investigation, there have never been, nor are there now, any underground storage tanks on the Property; nor has there been any activity on the Property which has been conducted or is being conducted, except in compliance with all statutes, ordinances, regulations, orders, permits and common law requirements concerning (a) handling of any toxic or hazardous substances, (b) discharges of toxic or hazardous substances to the air, soil, surface water or groundwater, and (c) storage, treatment or disposal of any toxic or hazardous substances at or connected with any activity on the Property; nor is there any contamination present on or in the Property; nor is there any of the following present on or in the Property: (i) polychlorinated biphenyls or substances containing polychlorinated biphenyls; (ii) asbestos or materials containing asbestos; (iii) urea formaldehyde or materials containing urea formaldehyde; (iv) lead or lead-containing paint; or (v) radon. The term "contamination" shall mean the unconfined presence of toxic or hazardous substances on or in the Property or arising from the Property, which may require remediation under any applicable law. For purposes of this Agreement, "hazardous substance(s)" shall have the meaning of "hazardous substance" set forth in 42 U.S.C. §9601(14), as amended, and of "regulated substance" at 42 U.S.C. §6991(2), as amended, and of any other substances which may be the subject of liability pursuant to any environmental law of the United States and the State of Ohio.

13. CONTINGENCIES: This Agreement is contingent upon the following:

Approval of this Agreement by City Council and all required City of Strongsville officials pursuant to law.

14. BROKERAGE: Both parties warrant and represent that they have not dealt with any realtor, broker, consultant, or like agent who might be entitled to any compensation in connection with the transaction contemplated hereby.

15. DELIVERY OF DOCUMENTS: After closing, the Escrow Agent shall deliver to Seller its escrow statement, and shall deliver to Buyer its escrow statement, along with the Title policy and the recorded Fiduciary Deed.

16. ENTIRE AGREEMENT AND MODIFICATIONS: This Agreement, including all exhibits attached hereto and hereby incorporated herein by reference, contains all of the terms and conditions agreed upon by the parties hereto, there being no oral conditions representations, warranties or agreements. Any subsequent conditions, representations, warranties or agreements shall not be valid and binding upon the parties unless in writing and signed by both parties.

17. ASSIGNMENT: Seller shall not assign or hypothecate this Agreement, in whole or in part, nor mortgage, transfer or convey the property to anyone except Buyer. Buyer shall not assign this Agreement, in whole or in part, without Seller's prior written consent.

18. HEADINGS: The headings of the paragraphs of this Agreement are for convenience only and shall not affect the meaning or construction of the contents of this Agreement.

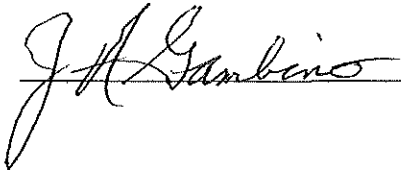
19. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and inure to the benefit of the parties, their respective heirs, administrators, executors, successors and assigns.

20. GOVERNING LAW: This Agreement shall be governed by and interpreted under and construed in accordance with the laws of the State of Ohio.

21. MULTIPLE COPIES: This Agreement shall be executed in duplicate, each of which shall be an original of this Agreement, but all of which taken together shall constitute one and the same.

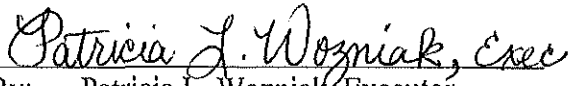
IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first above written.

WITNESSES:



SELLER:

ESTATE OF ARLENE A. BISLICH


By: Patricia L. Wozniak, Executor
8/2/24

BUYER:

CITY OF STRONGSVILLE

By: Thomas P. Perciak, Mayor

EXHIBIT A

LEGAL DESCRIPTION

Parcel No. 1

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio and known as being part of Original Strongsville Township Lot No. 84, bounded and described as follows:

Beginning in the centerline of Lunn Road at its intersection with the Westerly line of said Original Lot No. 84;

Thence North 88° 35' 10" East along the centerline of Lunn Road, 744.55 feet to an angle point in said centerline;

Thence North 42° 52' 20" East along the centerline of Lunn Road, 621.16 feet to the principal place of beginning of premises herein described, said point being distant South 42° 52' 20" West measured along said centerline, 2,100.99 feet from its intersection with the centerline of Prospect Road;

Thence North 47° 07' 40" West, 300 feet to a point;

Thence North 42° 52' 20" East parallel with the centerline of Lunn Road, 150 feet to a point;

Thence south 47° 07' 40" East, 300 feet to a point in the centerline of Lunn Road;

Thence South 42° 52' 20" West along the centerline of Lunn Road, 150 feet to the principal place of beginning, according to the survey of Warren J. Root, Civil Engineers and Surveyors.

The courses used in this description are given to an assumed meridian and are used to indicate angles only.

Permanent Parcel No. 393-12-004

Property Address: 21500 Lunn Road, Strongsville, Ohio 44149

Parcel No. 2

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio: And known as being part of Original Strongsville Township Lot No. 84, bounded and described as follows:

Beginning in the center line of Lunn Road at its intersection with the Westerly line of said Original Lot No. 84;

Thence North 88°35' 10" East along the center line of Lunn road, 744.55 feet to an angle point in said centerline;

Thence North 42° 52' 20" East along the centerline of Lunn Road, 371.16 feet to the principal place of beginning of premises herein described, said point being distant South 42° 52' 20" West measured along said centerline, 2350.99 feet from its intersection with the centerline of Prospect Road;

Thence North 47° 07' 40" West, 300 feet to a point;

Thence North 42° 52' 20" East, parallel with the centerline of Lunn Road, 250 feet to a point;

Thence South 47° 07' 40" East, 300 feet to a point in the centerline of Lunn Road;

Thence South 42° 52' 20" West along the centerline of Lunn Road, 250 feet to the principal place of beginning according to the survey of Warren J. Root, Civil Engineers and Surveyors.

The courses used in this description are given to an assumed meridian and are used to indicate angles only.

Permanent Parcel No. 393-12-003

Property Address: Vacant lot on Lunn Road, Strongsville, Ohio 44149

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 143

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 2 FOR AN INCREASE IN THE CONTRACT PRICE AND FOR AN EXTENSION OF THE CONTRACT COMPLETION DATE, ALL IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND THE GREAT LAKES CONSTRUCTION CO., FOR IMPROVEMENTS TO THE WESTWOOD LIFT STATION IN CONNECTION WITH THE WESTWOOD LIFT STATION REHABILITATION PROJECT, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2022-185, Council authorized the Mayor to enter into a contract with The Great Lakes Construction Co. ("Great Lakes") for necessary improvements to the Westwood Lift Station located at 14600 Westwood Drive, in connection with the Westwood Lift Station Rehabilitation Project (the "Project"), in an amount not to exceed \$2,634,000.00; and

WHEREAS, by and through Ordinance No. 2024-092, the City's Construction Manager, MS Consultants, Inc., determined that due to delays in the anticipated time for shipment of certain materials, that an extension of time to complete work was necessary, and therefore, the new contract completion date was determined to be February 28, 2025; and

WHEREAS, thereafter, during the period of June 17, 2024 to June 19, 2024, the Westwood Lift Station experienced various emergencies due to discharges of chlorine gas and vapors associated with such discharges; and

WHEREAS, as a result of such incidents and the resulting exposure to corrosive chlorinated gases and vapors, various equipment and systems at the Westwood Lift Station sustained considerable damage; and

WHEREAS, at this time, the City's Construction Manager, MS Consultants, Inc., has determined and so advised the Director of Public Service and City Engineer that, due to the emergency circumstances created by these incidents occurring, that it would be in the best interests of the City that critical and necessary changes in the work performed or to be performed as part of the Westwood Lift Station Rehabilitation Project, including but not limited to additional bypass pumping and electrical equipment replacement, would be warranted and is reasonably required at this time, as more fully set forth in Exhibit A, attached hereto and incorporated herein as if fully rewritten, resulting in an increase to the contract for Change Order No. 2 of \$681,494.53, and a new total Project cost of \$3,315,494.53; and

WHEREAS, due to the circumstances created by the emergency incidents occurring during the period of June 17, 2024 to June 19, 2024, The Great Lakes Construction Co. has requested an extension of time of Three Hundred Seventy-One (371) calendar days from the original completion date, for a revised completion date of October 24, 2025; and

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 143

Page 2

WHEREAS, the City's Construction Manager, MS Consultants, Inc., the Director of Public Service and the City Engineer have recommended that an extension of time to substantially complete the work by October 24, 2025 would be warranted and is reasonably required at this time.

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 to the contract in the amount of \$681,494.53, as recommended by the City's Construction Manager, MS Consultants, Inc. and as determined by the Director of Public Service, City Engineer and the contractor, as reflected in Exhibit A attached hereto, and after issuance and approval of said Change Order No. 2 and compliance with the terms and conditions of the contract, to direct the Director of Finance to make payment to **THE GREAT LAKES CONSTRUCTION CO.** in the additional amount of \$681,494.53, thereby increasing the total Project cost to \$3,315,494.53.

Section 2. That the Mayor be and is further authorized to extend the contract's original completion time by Three Hundred Seventy-One (371) calendar days to October 24, 2025, as recommended by the City's Construction Manager, the Director of Public Service and the City Engineer.

Section 3. That the funds for the purposes of said contract have been appropriated and shall be paid from the Sanitary Sewer Fund.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and 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 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for critical and necessary changes in the work to be performed, to facilitate payment to the contractor for changes in the work, 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

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 143

Page 3

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

Attest: _____
Clerk of Council

Ord. No. 2024-143 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CHANGE ORDER #02

Order No. 02
Date: September 30, 2024
Agreement Date: January 10, 2023

Name of PROJECT: City of Strongsville Westwood Lift Station Rehabilitation Project
Chlorine Gas Incidents

OWNER: City of Strongsville, Ohio

CONTRACTOR: The Great Lakes Construction Company

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification Reference:

Reference response letter from the Northeast Ohio Regional Sewer District dated July 12, 2024, regarding the project address. This letter was a result of on-site conditions experienced by contractor staff beginning on June 17, 2024. The findings included in this letter, as well as the surface condition of materials noticed on site, initiated a site visit from Schneider Electric to evaluate the condition of equipment provided by their company under contract for the Westwood Lift Station Rehabilitation Project. The change order requests listed below include costs relative to replacing equipment as included herein, as well as the lost workdays listed in GLR011.

GLR011B – Chlorine Gas Incident – Additional Bypass Pumping dated September 11, 2024

1. Projected costs for additional bypass pump rental and maintenance beyond the 8-26-24 date through 2-26-25 are included within this proposal.
2. The current approximate lead times for shipment provided by the electrical equipment manufacturer, Schneider Electric, for the previously submitted and approved equipment in Submittals 002, 003 and 004 are listed below:
 - Panel PDP (Phase 1 Replacement) – 5 weeks (includes substitution to an externally mounted surge protection device from the originally submitted and approved internally mounted surge protection device in Submittal 002)
 - Panel PPI (Phase 1 Replacement) – 4-5 weeks
 - Panel LPI (Phase 1 Replacement) – 4-5 weeks
 - T1 (Phase 1 Replacement) – 1 week - Please note, the revised Schneider Electric letter dated 9-5-24 within the Subcontractor backup section, includes this piece of equipment that was not originally included on the Manufacturer's 8-5-24 letter.
 - Temporary VFDs (Phase 1) – Currently in stock
 - VFDs (Phase 2 Replacement) – 20-25 weeks
 - Main Switchboard (Phase 3 Replacement) – 40-42 weeks
3. The total estimated additional cost for the additional bypass pumping and maintenance, as well as, installing and removing temporary power to the comminutor and EF-3 is listed below.
4. GLC reserves the right for additional compensation and schedule extension if bypass pumps are required to run beyond 2-26-25 for reasons outside of GLC's control. This is an estimate based on the above lead times; therefore, if the bypass pumps are removed prior to the 2-26-25 estimated date, GLC will issue the Owner a credit for the unused cost of the pump maintenance labor, pump rental, and chlorine monitor rental. Conversely, this estimate does not provide for a not-to-exceed cap on costs, due to potential unknowns.
5. Retainage will be released for work not included in the scope of this change order, as normally would be executed per the contract documents

Total for GLR011B: **\$184,387.18** The by-pass pump rental and maintenance portion of this item will be based on actual efforts as accounted while work is being performed. The remainder of efforts contained in this item are lump sum.

GLR011C – Chlorine Gas Incident – Electrical Equipment Replacement dated September 11, 2024

1. The costs related to the temporary VFDs are based on the arrival of the below-listed electrical equipment on time with an approximate 3-month contingency.
2. Panel PDP (Phase 1 Replacement) – 5 weeks (includes substitution to an externally mounted surge protection device from the originally submitted and approved internally mounted surge protection device in Submittal 002)
 - Panel PP1 (Phase 1 Replacement) – 4-5 weeks
 - Panel LP1 (Phase 1 Replacement) – 4-5 weeks
 - TI (Phase 1 Replacement) 1 week – please note the revised Schnieder Electric letter dated 9-5-24 within the Subcontractor backup section, includes this piece of equipment that was not originally included on the Manufacturer's 8-5-24 letter
 - Temporary VFDs (Phase 1) – Currently in stock
 - VFDs (Phase 2 Replacement) – 20-25 weeks
 - Main Switchboard (Phase 3 Replacement) – 40-42 weeks
3. GLC reserves the right for additional compensation and schedule extension if the temporary VFDs are required to run beyond 7-5-25 for reasons outside of GLC's control. If the temporary VFD's are removed prior to the 7-05-24 contingency date or have delayed arrival, then the Owner will be credited for the unused cost of temporary VFD rental. Conversely, this estimate does not provide for a not-to-exceed cap on costs due to potential unknowns.
4. The total added cost for additional work and time caused by the chlorine gas incident is listed below.
5. Retainage will be released for work not included in the scope of this change order, as normally would be executed per the contract documents

Total for GLR011C: **\$497,107.35** The temporary VFD rental will be based on actual efforts as accounted while work is being performed. The remainder of the efforts included in this item are lump sum.

GLR011D – Chlorine Gas Incident – GLC Health Costs ONLY dated September 12, 2024

1. Great Lakes incurred costs by engaging a certified industrial hygienist, specific gas monitors, and respirators. These costs total over \$4,000 and continued costs will be incurred.

No failure to exercise any rights or privileges under this Change Order or the Contract for Improvements to the Westwood Lift Station shall be construed as a waiver of any such terms, rights, or privileges, but the same shall continue and remain in full force and effect the same as if no such forbearance or waiver had occurred.

Change to CONTRACT PRICE: **\$681,494.53**

Original CONTRACT PRICE **\$2,634,000.00**

Current CONTRACT PRICE adjusted by Previous CHANGE ORDERS **\$2,634,000.00**

The CONTRACT PRICE due to this CHANGE ORDER will be (increased) by: **\$681,494.53**

The new CONTRACT PRICE including this CHANGE ORDER will be **\$3,315,494.53**

Change to CONTRACT TIME:

The CONTRACT TIME will be increased by Three Hundred Seventy-One (371) calendar days from the original completion date.

The Notice to Proceed date for this Contract is January 18, 2023

The original completion date for this Contract was October 18, 2024

The revised completion date is now **October 24, 2025**

Requested by: Jason M. Gost 9/30/24 Great Lakes Construction Co.

Recommended by: Christopher L. Lanni 9/30/24 ms consultants, inc.

Accepted by: Thomas P. Perciak, Mayor Date City of Strongsville

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 144

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A MODIFICATION REQUEST NO. 3 FOR ADDITIONAL PROFESSIONAL ENGINEERING DESIGN AND CONSULTING SERVICES RELATING TO THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND MS CONSULTANTS, INC., IN CONNECTION WITH THE CITY OF STRONGSVILLE'S WASTEWATER TREATMENT PLANTS AND WESTWOOD LIFT STATION REHABILITATION PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2020-087, Council authorized the Mayor to enter into a contract with MS Consultants, Inc. for professional engineering design and consulting services in connection with the rehabilitation of the Wastewater Treatment Plants and Westwood Lift Station; and

WHEREAS, by and through Ordinance No. 2023-108, Council authorized the Mayor to enter into a modification to the professional engineering design and consulting services contract between the City and MS Consultants, Inc. in order to include modifications for design tasks added to the scope and cost of the contract; and

WHEREAS, further, by and through Ordinance No. 2024-122, Council authorized the Mayor to enter into a second modification to the professional engineering design and consulting services contract between the City and MS Consultants, Inc. in order to include increases in requested services during construction, as well as increased construction duration and administration of multiple bid packages for the Wastewater Treatment Plant Improvements; and

WHEREAS, at this time, MS Consultants, Inc. has requested a third modification to the scope of services for additional construction-related services due to the chlorine gas incidents which occurred at the Westwood Lift Station during the period of June 17, 2024 to June 19, 2024; and

WHEREAS, therefore, the City Engineer and Director of Public Service have now concurred that due to the emergency circumstances created by these incidents, the plans for the rehabilitation of the Westwood Lift Station will need to include additional modifications to the scope and cost of the professional engineering design and consulting services contract by MS Consultants, Inc., all as more fully set forth in Exhibit "1" attached hereto and incorporated herein as if fully rewritten, and to provide payment for such additional modifications to the contract, in the total amount of \$71,413.00, for a new total contract cost of \$2,834,377.00.

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

Section 1. That the Mayor be and is hereby authorized and directed to enter into a Modification Request No. 3 for additional modification to the contract for engineering design and consulting services for the rehabilitation of the Westwood Lift Station as a result of the

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 144

Page 2

emergency circumstances created due to the chlorine gas incidents occurring on June 17, 2024 to June 19, 2024, in the total amount of \$71,413.00, as recommended by the City Engineer and Director of Public Service for the City, and reflected in Exhibit "1", and to direct the Director of Finance to make payment to **MS CONSULTANTS, INC.**, in the additional amount of \$71,413.00, thereby increasing the total contract cost to \$2,834,377.00.

Section 2. That the funds necessary for this Ordinance have been appropriated and shall be paid from the Sanitary Sewer 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 provide for additional modifications to the scope of work and cost proposal, to facilitate payment to the contractor for additional work requested by the City, to avoid potential legal problems, 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

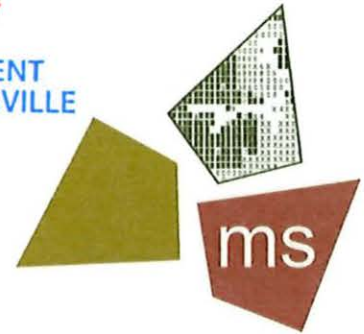
Ord. No. 2024-144 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

RECEIVED

SEP 30 2024

LAW DEPARTMENT
CITY OF STRONGSVILLE



ms consultants, inc.
engineers, architects, planners

333 East Federal Street
Youngstown, Ohio 44503-1821
Phone: (330) 744-5321
Fax: (330) 744-5256
www.msconsultants.com

September 27, 2024

Mr. Neal Jamison
Law Director
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149

**RE: Westwood Lift Station Rehabilitation
Modification Request No. 3 for Additional Services During Construction
Chlorine Gas Incidents**

Dear Mr. Jamison:

Enclosed is the ms consultants' modification request for additional construction-related services relative to the recent chlorine gas incidents at the Westwood Lift Station Rehabilitation Project. The incidents began on June 17, 2024. The origination and details of the occurrence is explained in the response letter from the Northeast Ohio Regional Sewer District dated July 12, 2024.

Because of the incidents, the newly installed electrical equipment was inspected by its provider, Schneider Electric, and deemed unsuitable to be energized. Schneider Electric has indicated in their letter dated August 5, 2024, certain electrical equipment "has been exposed to conditions beyond its tested, validated, and listed ratings. The amount of repair and replacement required to mitigate this equipment exceeds what can be reliably accomplished in the field to ensure the equipment will operate safely and reliably in the future. Schneider Electric recommends that all the equipment listed in this document be replaced in its entirety".

We have prepared this modification request to our agreement with the City of Strongsville to include time outside of the previously agreed scope for both ms consultants, inc. and our electrical sub-consultant, HDR, Inc. The request includes, but is not limited to, time from both companies to attend meetings onsite, review plans and equipment use for temporary measures, process relative change orders, and efforts that come with the potential 56-week extension of time necessary for the equipment to be replaced.

The attached Exhibit 'A' lists both the actual hours to date and projected hours of involvement through the anticipated completion.

The total amount requested is \$71,413. This amount includes our actual hours incurred since the incident as well as an estimate of hours for our involvement to the project end. The City will only be invoiced for actual hours incurred related to the Westwood chlorine gas incident.

ms consultants, inc.

EX.1

We appreciate your consideration of this request. Our team remains committed to providing the City of Strongsville with a successful project and reliable performance at these facilities well into the future. Please feel free to reach out to me at (330) 744-5321 or by e-mail at cmulichak@msconsultants.com should you have any questions or if you would like to meet to discuss any of these items in more detail.

Sincerely,



Craig J. Mulichak, P.E.
Senior Project Manager

cc: A. Urankar (ms)
J. Leson (ms)
C. Fauvie (ms)
M. Gallagher (Strongsville)
K. Mikula (Strongsville)
J. Walker (Strongsville)
file

Construction Support Estimate
 9/27/2024
 Westwood LS Rehabilitation Project
 Chlorine Gas Incident

Impact Start: June 17, 2024
 Anticipated End: October 24, 2025

Exhibit 'A'

Construction Admin Support	No. of Weeks	Hrs per Week	Total Hours				Total CA Support
Actual Hours 6/17/24 thru 9/24/24							
ms consultants, inc.							
Craig Mulichak - Project Manager			11.5	\$	82.65	\$	950.48
Joe Leson - Design Engineer			14	\$	73.35	\$	1,026.90
Craig Fauvie - Construction Admin			49	\$	60.73	\$	2,975.77
Lori Paull - Admin Assistant			2	\$	27.54	\$	55.08
Marlene Mort - Admin Assistant			2.5	\$	32.79	\$	81.98
HDR, Inc.							
Stuart Hicks			8	\$	67.52	\$	540.16
Stephanie Johnson			4	\$	84.13	\$	336.52
Vance Martin			14	\$	94.48	\$	1,322.72
Scott Trapp			7	\$	72.05	\$	504.35
Theresa Gall			1	\$	34.18	\$	34.18
Projected Hours 9/25/24 thru 3/31/25							
ms consultants, inc.							
Craig Mulichak - Project Manager	26	0.25	6.5	\$	82.65	\$	537.23
Joe Leson - Design Engineer	26	0.5	13	\$	73.35	\$	953.55
Craig Fauvie - Construction Admin	26	3	78	\$	60.73	\$	4,736.94
Lori Paull - Admin Assistant	26	0.25	6.5	\$	27.54	\$	179.01
HDR, Inc.							
Stuart Hicks			6	\$	67.52	\$	405.12
Vance Martin			1	\$	94.48	\$	94.48
Stephanie Johnson			2	\$	84.13	\$	168.26
Projected Hours 4/1/24 thru 10/24/25							
ms consultants, inc.							
Craig Mulichak - Project Manager	29	0.25	7.25	\$	85.96	\$	623.18
Joe Leson - Design Engineer	29	0.5	14.5	\$	76.28	\$	1,106.12
Craig Fauvie - Construction Admin	29	3	87	\$	63.16	\$	5,494.85
Lori Paull - Admin Assistant	29	0.25	7.25	\$	28.64	\$	207.65

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 145

BY: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 2024-059 TO INCREASE THE APPROPRIATED CONTRACT AMOUNT AND AMEND THE CONTRACT WITH CROSSROADS ASPHALT RECYCLING, INC. FOR PURCHASE OF GENERAL PAVEMENT SERVICES FOR USE BY THE SERVICE DEPARTMENT OF THE CITY, WITHOUT FURTHER PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, through adoption of Ordinance No. 2024-059 after public bidding, the Council approved and authorized the Mayor to enter into a contract with Crossroads Asphalt Recycling, Inc. for the purchase of general pavement services through 2024 at unit prices but in a total amount not to exceed \$2,189,935.00; and

WHEREAS, since then, it has become necessary for the City's Service Department to patch and/or repair various additional roads in the City, beyond those originally anticipated, which contain poor surface conditions and thereby constitute potential safety hazards to persons and property, and jeopardize safe travel by the public; and

WHEREAS, therefore, the City's Service Director has now recommended that it is necessary to allocate additional funds in the amount of up to \$350,000.00 on an emergency basis to address such significant street and road conditions encountered under the City's existing contract for asphalt general pavement services, without further public bidding, to amend prior Ordinance No. 2024-059 and the contract authorized thereby, and to provide additional payment for such changes in the work in the amount of \$350,000.00.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Public Service of the City of Strongsville, in that it has become immediately necessary to provide additional asphalt general pavement services in order to repair and/or re-pave various additional roads within the City, without further public bidding, and in order to provide for the operation of the Service Department, and the proper maintenance of the roads and streets within the City, to protect the health, safety and welfare of the residents and the traveling public, and to conserve public funds.

Section 2. That Section 2 of Ordinance No. 2024-059 is hereby amended to read in its entirety as follows:

"Section 2. That accordingly the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for the purchase of general pavement services for use by the Service Department of the City, in accordance with the specifications on file in the office of the Director of Public Service and for the unit prices and sums

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 145

Page 2

submitted in such bid, but in any event in a total amount not to exceed ~~\$2,189,935.00~~ **\$2,539,935.00** through December 31, 2024, and in a form to be approved by the Law Director.”

Section 3. That for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into an amendment to the contract with **CROSSROADS ASPHALT RECYCLING, INC.**, for asphalt general pavement services in order to increase the not-to-exceed amount, but at the same unit prices, from \$2,189,935.00 to \$2,539,935.00 through December 31, 2024, and without further public bidding.

Section 4. That the funds for the purposes of this amendment have been appropriated and shall be paid from the Street Construction, Maintenance and Repair Fund and Motor Vehicle Fund.

Section 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of 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 6. 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 amend the prior Ordinance and contract in order to provide sufficient funds for payment of additional asphalt general pavement services necessary to ensure safe roads for the traveling public, to complete necessary work prior to the advent of inclement weather, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2024-145 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 146

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 16 FOR AN INCREASE IN THE CONTRACT PRICE, IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND GILBANE BUILDING COMPANY IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2023-106, Council authorized the Mayor to enter into a contract with Gilbane Building Company, in connection with the Strongsville Town Center Project, in the City of Strongsville, (the "Project"), in an amount not to exceed \$8,901,779.00; and

WHEREAS, by and through Ordinance Nos. 2023-137, 2023-158, 2024-011, 2024-027, 2024-043, 2024-079, 2024-098 and 2024-117, the City's authorized Owner's Representative for this Project, RFC Contracting, Inc. recommended, and the City Engineer determined it would be in the best interests of the City to approve Change Order Nos. 1 through 15, to include as part of the Project various additional work required for the Project to continue, as well as an extension of the contract completion date, all in the net total amount of \$707,674.00.00, for an increase in the total Project cost to \$9,609,453.00; and

WHEREAS, at this time, the City's authorized Owner's Representative has now recommended, and the City Engineer has determined, it would be in the best interests of the City to include further changes in the work performed or to be performed on the Project by Gilbane Building Company, generally being additional multiple sub-contractor costs and scope items, and additional work required as requested by the City and necessary to the Project, all as more fully set forth in Change Order No. 16, attached hereto as Exhibit A, and incorporated herein as if fully rewritten, in the increased amount of \$29,629.00, for a new total Project cost of \$9,639,082.00; and

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

Section 1. That the Mayor be and is hereby authorized and directed to issue and approve Change Order No. 16 to the contract in the total amount of \$29,629.00, as recommended by the City's Owner's Representative and City Engineer, and reflected on Exhibit A; and after the issuance and approval of said Change Order No. 16 and compliance with the terms and conditions of the contract, to direct the Director of Finance to make payment to **GILBANE BUILDING COMPANY** in the additional amount of \$29,629.00, thereby increasing the total Project cost to \$9,639,082.00.

Section 2. That the funds necessary for this Ordinance have been appropriated and shall be paid from the Town Center Fund.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 146

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 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 for changes in the work in order to properly complete the Project, and to facilitate payment to the contractor for changes in the work, to avoid potential legal problems, 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. 2024-146 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Strongsville Town Center 18100 Royalton Road Strongsville, OH 44136	CONTRACT INFORMATION: Contract For: General Construction Date: 07/26/2023	CHANGE ORDER INFORMATION: Change Order Number: 016 Date: September 25, 2024
OWNER: <i>(Name and address)</i> City of Strongsville 16099 Foltz Parkway Strongsville, OH 44149	ARCHITECT: <i>(Name and address)</i> Brandstetter Carroll, Inc. 1220 West Sixth Street, Suite 300 Cleveland, OH 44113	CONTRACTOR: <i>(Name and address)</i> Gilbane Building Company 950 Main Avenue, Suite 1410 Cleveland, OH 44113

THE CONTRACT IS CHANGED AS FOLLOWS:

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

- COR 38: Pipe Enclosure - add \$4,209.00
- COR 39: Additional Batt Insulation - add \$12,673.00
- COR 40: Splashpad Electrical - add \$5,134.00
- COR 41: Backflow Preventer for Splashpad - add \$2,536.00
- COR 42: HVAC Revisions - add \$5,077.00

The original Contract Sum was	\$	8,901,779.00
The net change by previously authorized Change Orders	\$	645,936.00 707,674.00
The Contract Sum prior to this Change Order was	\$	9,547,715.00 9,609,453.00
The Contract Sum will be increased by this Change Order in the amount of	\$	29,629.00
The new Contract Sum including this Change Order will be	\$	9,577,344.00 9,639,082.00
The Contract Time will be unchanged by zero (0) days.		
The new date of Substantial Completion will be		09/20/2024

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

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

Brandstetter Carroll, Inc. _____ ARCHITECT <i>(Firm name)</i>	CONTRACTOR (Firm name) signed by Dan Focht DN: C=US, E=dfocht@gilbanecc.com, O=Gilbane Building Company, OU=Project Manager, CN=Dan Focht Date: 2024.09.26 _____ CONTRACTOR <i>(Firm name)</i>	_____ OWNER <i>(Firm name)</i>
<i>Nancy K. Nozik</i> _____ SIGNATURE	<i>Daniel Focht</i> _____ SIGNATURE	_____ SIGNATURE
Nancy Nozik, Vice President _____ PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE	Thomas P. Perciak, Mayor _____ PRINTED NAME AND TITLE
9-25-2024 _____ DATE	_____ DATE	_____ DATE

EX.A

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 147

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR CONSTRUCTION IN CONNECTION WITH THE CITY OF STRONGSVILLE FOLTZ PARKWAY EXTENSION PHASE II PROJECT, AND DECLARING AN EMERGENCY.

BE IT RESOLVED 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 advertise for bids for the Foltz Parkway Extension Phase II Project, consisting of reinforced concrete pavement, storm sewers, sanitary sewers and waterlines, together with the necessary appurtenances required, in accordance with the documents on file in the office of the City Engineer, which are, in all respects, hereby approved.

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

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this 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 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 immediately necessary to authorize advertising for public bidding in order to proceed with construction of the Project, and to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

RES
Ord. No. 2024-147 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 148

By: Mayor Perciak and All Members of Council

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

WHEREAS, through adoption of Ordinance No. 2014-012 on February 3, 2014, the Strongsville City Council authorized an Agreement with North Royalton for public safety services; and

WHEREAS, through adoption of Ordinance No. 14-14 on February 4, 2014, the North Royalton City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on February 11, 2014, Strongsville and Royalton entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Royalton Police Department and the Royalton 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, Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter, on September 16, 2014, 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. 2014-176; and

WHEREAS, additionally, through passage of Ordinance Nos. 2016,023, 2017-044, 2018-025, 2020-009, 2021-029, 2021-144, 2023-003 and 2023-160, Council authorized the Mayor to enter into subsequent amendments to the *Agreement for Public Safety Dispatch Services*, consistent with such Agreement; and

WHEREAS, now based upon eleven (11) years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services; and

WHEREAS, North Royalton has agreed to a Tenth Amendment providing for an increase in fees commencing January 1, 2025.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 148

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 Tenth Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of North Royalton, 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 \$58,895.75 per month, for a total of \$706,749.00 for the year 2025, in accordance with the terms and conditions set forth in the proposed Tenth 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 this 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. 2024-148 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

**TENTH AMENDMENT TO AGREEMENT
FOR PUBLIC SAFETY DISPATCH SERVICES
BETWEEN
THE CITY OF STRONGSVILLE, OHIO AND
THE CITY OF NORTH ROYALTON, OHIO**

THIS TENTH AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this 19 day of September, 2024, by and between the CITY OF STRONGSVILLE, Ohio, hereinafter designated as "Strongsville", and the CITY OF NORTH ROYALTON, Ohio, hereinafter designated as "Royalton".

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2014-012 on February 3, 2014, the Strongsville City Council authorized an Agreement with North Royalton for public safety services; and

WHEREAS, through adoption of Ordinance No. 14-14 on February 4, 2014, the North Royalton City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on February 11, 2014, Strongsville and Royalton entered into an *Agreement for Public Safety Dispatch Services*, in which Strongsville agreed to dispatch Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Royalton Police Department and the Royalton 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, Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, thereafter on September 16, 2014, 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. 2014-176; 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. 2016-023, 2017-044, 2018-025, 2020-009, 2021-029, 2021-144, 2023-003 and 2023-160; and

WHEREAS, now based upon eleven (11) years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services.

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

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

* * *

"E. Payment for Dispatch Services: Royalton, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Forty Thousand Dollars (\$40,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total annual fee of Four Hundred Eighty Thousand Dollars (\$480,000.00) for the first year of operation. For the second year of operation, namely January 1, 2015 through December 31, 2015, Royalton will pay Strongsville at a reduced rate of Thirty-eight Thousand Dollars (\$38,000.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Four Hundred Fifty-Six Thousand Dollars (\$456,000.00) for such second year of operation. For the period of operation from January 1, 2016 through February 29, 2016, Royalton will pay Strongsville at the same rate of Thirty-Eight Thousand Dollars (\$38,000.00) per month; and thereafter from March 1, 2016 through December 31, 2016, Royalton will pay Strongsville at an increased rate of Thirty-Nine Thousand Five Hundred Twenty Dollars (\$39,520.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Four Hundred Seventy-One Thousand Two Hundred Dollars (\$471,200.00) for such third year of operation. For the period of operation from January 1, 2017 through December 31, 2017, Royalton will pay Strongsville at an increased rate of Forty-Two Thousand Fifteen Dollars (\$42,015.00) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Five Hundred Four Thousand One Hundred Eighty-Four Dollars (\$504,184.00) for such fourth year of operation. For the period of operation from January 1, 2018 through December 31, 2018, Royalton will pay Strongsville at an increased rate of Forty-Four Thousand Five Hundred Thirty-Six and 25/100 Dollars (\$44,536.25) per month by the first (1st) of each month for Dispatch Services provided in that month, for a total of Five Hundred Thirty-Four Thousand Four Hundred Thirty-Five Dollars (\$534,435.00) for such fifth year of operation. For the period of operation from January 1, 2020 to December 31, 2020, North Royalton will pay Strongsville at an increased rate of pay of Forty-Seven Thousand Two Hundred Eight and 42/100 Dollars (\$47,208.42) per month by the first of each month for Dispatch Services provided in that month, for a total of Five Hundred Sixty-Six Thousand Five Hundred One and 04/100 Dollars

(\$566,501.04) for such year of operation. For the period of operation from January 1, 2021 to December 31, 2021, North Royalton will pay Strongsville at an increased rate of pay of Fifty Thousand Forty and 92/100 Dollars (\$50,040.93) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred Thousand Four Hundred Ninety-One and 04/100 Dollars (\$600,491.16) for such year of operation. For the period of operation from January 1, 2022 to December 31, 2022, North Royalton will pay Strongsville at an increased rate of pay of Fifty-Two Thousand Nine Hundred Seventeen and 00/100 Dollars (\$52,917.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred Thirty-Five Thousand Four and 00/100 Dollars (\$635,004.00) for such year of operation. For the period of operation from January 1, 2023 to December 31, 2023, North Royalton will pay Strongsville at an increased rate of pay of Fifty-Six Thousand Ninety-Two and 00/100 Dollars (\$56,092.00) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred Seventy-Three Thousand One Hundred Four and 00/100 Dollars (\$673,104.00) for such year of operation. For the period of operation from January 1, 2024 to December 31, 2024, North Royalton will pay Strongsville at an increased rate of pay of Fifty-Seven Thousand One Hundred Ninety-Three and 33/100 Dollars (\$57,193.33) per month by the first of each month for Dispatch Services provided in that month, for a total of Six Hundred Eighty-Six Thousand Three Hundred Twenty and 00/100 Dollars (\$686,320.00) for such year of operation. For the period of operation from January 1, 2025 to December 31, 2025, North Royalton will pay Strongsville at an increased rate of pay of Fifty-Eight Thousand Eight Hundred Ninety-Five and 75/100 Dollars (\$58,895.75) per month by the first of each month for Dispatch Services provided in that month, for a total of Seven Hundred Six Thousand Seven Hundred Forty-Nine and 00/100 Dollars (\$706,749.00) for such year of operation.”

* * *

2. This Tenth 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 Royalton under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

3. This Tenth Amendment to Agreement shall be binding upon Strongsville and Royalton 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:

Karen [Signature]

CITY OF NORTH ROYALTON
("Royalton")

By: [Signature]
Larry Antoskiewicz, 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.

Date

Jenny Esarey, Finance Director
City of North Royalton

**CERTIFICATE OF LAW DIRECTOR FOR THE
CITY OF NORTH ROYALTON**

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this 12 day of Sept, 2024.

[Signature]
Thomas A. Kelly, Law Director

**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

THE CITY COUNCIL OF NORTH ROYALTON, OHIO

ORDINANCE NO. 24-151

INTRODUCED BY: Mayor Antoskiewicz

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A TENTH AMENDMENT TO THE AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE, OHIO AND THE CITY OF NORTH ROYALTON, OHIO TO AMEND THE PROVISION RELATING TO PAYMENT FOR DISPATCH SERVICES, AND DECLARING AN EMERGENCY

- WHEREAS: Through adoption of Ordinance No. 2014-012 on February 3, 2014, the Strongsville City Council authorized an Agreement with North Royalton for public safety services; and
- WHEREAS: Through adoption of Ordinance No. 14-14 on February 4, 2014, the North Royalton City Council likewise authorized an Agreement with Strongsville for such public safety services; and
- WHEREAS: On February 11, 2014, Strongsville and North Royalton entered into an Agreement for Public Safety Dispatch Services, in which Strongsville agreed to dispatch Royalton Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the North Royalton Police Department and the North Royalton 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, North Royalton agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and
- WHEREAS: Thereafter on September 16, 2014, 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. 2014-176; 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. 2016-023, 2017-044, 2018-025, 2020-009, 2021-029, 2021-144, 2023-003 and 2023-160; and
- WHEREAS: Now based upon eleven (11) years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services.
- WHEREAS: Council desires to provide for this amendment.

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

Section 1. The Mayor is hereby authorized to approve a Tenth Amendment to the agreement for Public Safety Dispatch Services between the City of Strongsville, Ohio and the City of North Royalton, Ohio pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 2. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

Section 3. 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. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to amend the provision relating to payment for Dispatch Services.

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: Sept. 17, 2024

DATE APPROVED: Sept. 19, 2024

ATTEST: 

CLERK OF COUNCIL

First reading Suspended
Second reading Suspended
Third reading September 17, 2024

YEAS: Nickell, Barath, Krejci,
Gorjanc, Webber, Wos

NAYS: None

ABSTAIN: Marnecheck

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 149

By: Mayor Perciak and All Members of Council

AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE THROUGH THE SAFETY FIRST GRANT PROGRAM SPONSORED BY NORFOLK SOUTHERN CORPORATION, TO BE UTILIZED BY THE CITY OF STRONGSVILLE FIRE DEPARTMENT; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the Norfolk Southern Corporation has implemented a Safety First Grant Program designed to promote overall safety in the communities across Norfolk Southern's 22-state network; and

WHEREAS, the Safety First Grant Program is intended to support organizations and initiatives that directly provide safety services or operate programs that promote safe behavior, such as the City of Strongsville Fire Department; and

WHEREAS, in order to meet the deadline for participation in the Program and to be eligible for possible funding of up to \$15,000.00, the City's Fire Department has submitted an application with the Norfolk Southern Safety First Grant Program; and

WHEREAS, in addition, when the City is advised that its application for funding under the Norfolk Southern Grant Program is approved, the City is desirous of accepting such award.

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

Section 1. That this Council hereby ratifies and approves the filing of an application with Norfolk Southern Corporation in connection with funds available through their Safety First Grant Program to be utilized by the City of Strongsville Fire Department.

Section 2. That this Council hereby authorizes the acceptance of any award of funding under such Grant program, and hereby authorizes the Mayor, Director of Finance, Fire Chief and/or other appropriate officers of the City to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith.

Section 3. That any funds which may be awarded shall be placed into and expended out of the Fire Levy Fund.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 149

Page 2

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to ratify and approve the filing of the application in order to meet the filing deadline and be eligible for receipt of funding, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2024-149 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 150

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING NEW RATES FOR THE RENTAL OF FACILITIES AT THE WALTER F. EHRSFELT RECREATION AND SENIOR CENTER, THE CITY OF STRONGSVILLE OLD TOWN HALL, AND THE NEW STRONGSVILLE TOWN CENTER AREA, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 1998-18, Council established fees to be charged persons or entities wishing to rent facilities at the Walter F. Ehrnfelt Recreation and Senior Center; and

WHEREAS, further, by and through Ordinance No. 2016-227, Council approved new rates for the rental of facilities at the Walter F. Ehrnfelt Recreation and Senior Center, as well as the City of Strongsville Old Town Hall; and

WHEREAS, since that time, the Strongsville Town Center area, which encompasses some 81 acres extending from Royalton Road and Pearl Road, north past Zverina Lane, has been significantly enhanced to include many new amenities such as various outdoor pavilions and an indoor venue, all as part of the Strongsville Town Center Enhancement & Walkability Initiative; and

WHEREAS, therefore, the City's Director of Recreation & Senior Services, recently has studied and reviewed the costs of operation of the Walter F. Ehrnfelt Recreation and Senior Center, the City of Strongsville Old Town Hall, and the new Strongsville Town Center area, and has developed a revised recommended schedule of rental rates to be charged to the users thereof in order to defray a reasonable portion of such costs of operation and rental; and

WHEREAS, this Council has reviewed the recommendations of the Director of Recreation & Senior Services and is desirous of implementing said new facility rental rates.

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

Section 1. That the rental rates established for rental of facilities at the Walter F. Ehrnfelt Recreation and Senior Center, the City of Strongsville Old Town Hall, and the facilities which are now part of the new Strongsville Town Center area, will be as set forth in Exhibit A attached hereto and incorporated herein as if fully rewritten. The Director of Recreation and Senior Services be and is hereby authorized to maintain rules and regulations for the rental of the aforementioned facilities.

Section 2. That the rental fees collection shall be paid into the Multi-Purpose Complex Fund.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 150

Page 2

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the aforesaid rental fees are necessary in order to pay for a reasonable portion of the costs of the operation of those City facilities, and to conserve 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. 2024-150 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

**EHRNFELT RECREATION CENTER, SENIOR CENTER AND TOWN CENTER
FACILITY RENTAL RATES
PER HOUR**

ROOM	Member	Non Member	Strongsville Businesses	NON-PROFIT
Event Center - Whole - 12 HOUR BLOCK*	\$1,800	\$2,400	\$1,500	\$1,800
Event Center - Half - 12 HOUR BLOCK*	\$900	\$1,200	\$750	\$900
Whole Event Center	\$200	\$300	\$170	\$200
Half Event Center	\$100	\$150	\$85	\$100
Kitchen	\$200	\$300	\$170	\$200
Concession Stand (Flat Rate)	\$100	\$200	\$85	\$100
Concession Area	\$65	\$95	\$55	\$65
Avenue: Entire space	\$200	\$300	\$170	\$200
Conference Room	\$65	\$95	\$55	\$65
Meeting Room	\$65	\$95	\$55	\$65
Senior Activity Studio	\$65	\$95	\$55	\$65
Senior Art Studio	\$65	\$95	\$55	\$65
Senior Meeting Room	\$65	\$95	\$55	\$65
Senior Craft Room	\$65	\$95	\$55	\$65
Senior Great Room	\$200	\$300	\$170	\$200
*AFTER HOUR FEE (rooms above + hourly rental fee)		\$150		
Amenity	Resident	Non Resident	Strongsville Businesses	NON-PROFIT
Avenue: Table Rental Flat Rate	\$100/flat	\$200/flat	\$85/flat	\$100/flat
Old Town Hall (per floor)	\$75	\$125	\$65	\$75
Old Town Hall Kitchen (Flat Rate)	\$65	\$95	\$55	\$65
Brunswick Auto Mart/Medina Auto Mall Place				
Winter 11/1 - 4/30 - 6 HOUR BLOCK	\$500	\$750	\$425	\$500
Summer 5/1 - 10/31 - 6 HOUR BLOCK	\$1,000	\$1,500	\$850	\$1,000
Winter 11/1 - 4/30	\$95	\$195	\$80	\$95
Summer 5/1 - 10/31	\$195	\$295	\$165	\$195
**Outdoor woodburning fireplace and cement area in front	\$150/flat			
PAVILION FLAT RATES:				
Brunswick Auto Mart/Medina Auto Mall Pavilion				
Winter Rates 11/1 - 4/30	\$150/flat	\$300/flat	\$125/flat	\$150/flat
Summer Rates 5/1 - 10/31	\$350/flat	\$500/flat	\$300/flat	\$350/flat
**Outdoor woodburning fireplace and cement area in front	\$150/flat			
Town Center Octagonal Pavilion				
Winter Rates 11/1 - 4/30	\$100/flat	\$250/flat	\$85/flat	\$100/flat
Summer Rates 5/1 - 10/31	\$250/flat	\$400/flat	\$200/flat	\$250/flat
Other Park Pavilions	\$80/flat	\$160/flat	\$65/flat	\$80/flat
Facility Use Charges (discounted admission rates with room rental)	\$6 (ages 15-17) \$4 (ages 7-14) \$2 (ages 4-6) \$0 (ages 0-3)			

ALL FEES HOURLY UNLESS OTHERWISE NOTED

***AFTER HOUR FEE does not apply to 12 hour block of event center rental**

****Outdoor Fireplace Area Only Available with rental of Brunswick Auto Mart Place and Pavilion**

NON-PROFIT Classification: Any non-profit tax exempt corporations community/civic organizations, churches, fraternal bodies, private schools, hospitals, college/education units or government organizations/agencies must supply a 501 (c) (3) number or a tax exempt certificate to receive Non-Profit Classification rates.

EX.A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 151

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A NEW LEASE AGREEMENT WITH THE STRONGSVILLE SOCCER ASSOCIATION, INC. FOR PREMISES LOCATED ON FOLTZ PARKWAY IN THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2003-265, the City of Strongsville had authorized under Strongsville Codified Ordinance Section 264.02 a new Lease of premises located on Foltz Parkway to the Strongsville Soccer Association, Inc., a non-profit corporation; and

WHEREAS, in addition, by and through Ordinance Nos. 2009-008, 2014-037 and 2019-166, subsequent renewals of the Lease of premises agreement were authorized by this Council; and

WHEREAS, the current Lease agreement, effective January 1, 2020, is due to end on December 31, 2024, and the parties now mutually desire to enter into a new Lease agreement.

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

Section 1. That this Council finds and determines that the premises located on Foltz Parkway, Strongsville, Ohio, and described in Exhibits "1A", "1B" and "1C", attached hereto, are not needed entirely for municipal public use, and authorizes and directs the Mayor to enter into a new Lease agreement with the Strongsville Soccer Association, Inc., for a term of five (5) years and upon the other terms and conditions set forth in the Lease agreement, attached hereto and designated Exhibit "1".

Section 2. That any funds required for the implementation of this Ordinance will be paid from the Multi-Purpose Complex Fund.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and in order to provide continuity in the use of City lands by a non-profit organization, for recreational purposes, and to conserve City 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.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2024 - 151
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. 2024-151 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

LEASE

THIS LEASE is made this ____ day of _____, 2024, by and between **THE CITY OF STRONGSVILLE, OHIO**, a municipal corporation organized and existing pursuant to law (hereinafter "City") and **STRONGSVILLE SOCCER ASSOCIATION, INC.**, an Ohio nonprofit corporation, (hereinafter called "Tenant").

WITNESSETH:

1. DESCRIPTION AND LEASE OF PREMISES

The City hereby leases to Tenant, and Tenant hereby leases from City, certain premises situated on Foltz Parkway in the City of Strongsville, County of Cuyahoga, and State of Ohio and commonly known as the "Foltz Soccer Fields." A legal description of the property containing such premises is attached hereto, labeled Exhibits "1A" and "1B" collectively, and as depicted in Exhibit "1C", and made a part hereof (hereinafter the "Premises").

2. TERM

2.1 Original Term

The term of this Lease shall be five (5) years, commencing January 1, 2025 and ending at midnight December 31, 2029. Each successive lease term, if any, shall commence on the first day of January and end the last day of December.

2.2 Additional Term

If at the time provided herein for exercise of the option conferred herein, this Lease has not been terminated and Tenant is not in default of any provision of this Lease, and the City has not terminated this Lease as set forth in Section 2.3 below, Tenant shall have the option to extend this Lease for an additional term of five (5) years, under the same terms and conditions as are provided in this Lease, except that the rent for such additional term shall be negotiated between the City and Tenant at the time of exercise of such option. Tenant may exercise such option by giving notice to the City as provided herein no later than September 1, 2029.

2.3 Termination

Tenant hereby acknowledges that the City may, at any time, and without cause or advance notice, terminate this Lease. The City will make every good faith effort to apprise Tenant of its intentions at the earliest possible date, but reserves the right to terminate this Lease in its sole discretion.

2.4 Holding Over

If Tenant holds over in possession of the Premises after the expiration date of the original term or any additional term of this Lease, and no new lease is executed, the City shall have the option of (i) renewing this Lease for an additional term of one (1) year, or (ii) considering Tenant a month-to-month tenant, in either event under the same conditions, other than term, as are provided in this Lease and then in effect, including rent. The City may exercise its option to renew this Lease as provided above by giving Tenant notice thereof as provided in this Lease within thirty (30) days after commencement of Tenant's holding over in possession. If the City fails to give such notice within the time provided therefore, a month-to-month tenancy shall be deemed to have been created.

3. RENT

3.1 Basic Rent

Tenant agrees to pay to the City as rental for the original term of this Lease the sum of Thirty-Six and No/100 Dollars (\$36.00), payable at the rate of Three and No/100 Dollars (\$3.00) per month in advance on the first day of each calendar month.

3.2 Effect of Increase in the City's Insurance Premiums

(a) If the City's expense for insurance premiums relating to the Premises is increased over that for the period immediately prior to the commencement of the original term of this Lease by reason of Tenant's use of the Premises, then the rental shall be increased over the amounts otherwise provided for in this Lease by the amount of such increase in premiums over the premium paid by the City immediately prior to the entry of Tenant into possession of the Premises.

(b) Upon receipt of each premium notice, the City shall prepare and render to Tenant a statement for the amount of additional rent to be paid to the City hereunder. Such amount shall be payable within fifteen (15) days after such statement shall have been rendered.

3.3 Method of Payment

All rent payments shall be made payable to the City and shall be sent to the City of Strongsville, 16099 Foltz Parkway, Strongsville, Ohio 44149, Attention: Finance Department, unless the City shall direct otherwise by notice to Tenant.

4. POSSESSION

Tenant may enter into possession of the Premises on the commencement date of the Original Term.

5. CONDITION OF PREMISES, REPAIRS, ALTERATIONS AND MAINTENANCE

5.1 Condition of Premises at Commencement of Term

Tenant has examined the Premises, knows their condition and accepts the Premises in their present condition. Tenant acknowledges that the City has made no representations to Tenant as to the condition of the Premises prior to or at the execution of this Lease, and has promised no repairs or alterations thereto.

5.2 Required Repairs and Maintenance

(a) Tenant shall have sole responsibility, at its expense, to repair and maintain all driveways, sidewalks, parking areas or other paved areas servicing the Premises. Tenant shall also, at its sole expense, keep all walks, driveways, sidewalks, parking areas or other paved areas servicing the Premises free of snow, ice, water, rubbish and dirt and other natural or artificial accumulations.

(b) Tenant shall perform such repairs and maintenance thereon as may be necessary to maintain such areas in a clean, safe, serviceable and sound condition, and to comply with the laws, ordinances and regulations of all authorities which have jurisdiction over the Premises.

5.3 Condition of Premises at Termination of Lease

(a) Upon the expiration or other termination of this Lease, Tenant shall remove its goods and effects and those of all persons claiming under it from the Premises, and shall deliver and yield the Premises to the City in as good repair and condition as the Premises were at the commencement of the term of this Lease, reasonable wear and tear excepted.

(b) All improvements installed on the Premises by Tenant shall become the property of the City. Tenant may be required to remove any or all improvements installed on the Premises upon the termination of this Lease and shall repair to the City's satisfaction or reimburse the City for any damage resulting from such removal. All improvements affixed to the Premises with the intention to make them permanent installations, whether installed by Tenant or by the City, shall be the sole property of the City, and Tenant shall have no right to remove same.

6. UTILITIES

Tenant shall pay all charges for the use of sewers, water, light, fuel or other utilities relating to the Premises, if any. Wherever possible, Tenant shall make all payments directly to the provider of the services; otherwise, Tenant shall promptly reimburse the City for all payments made directly by the City to the providers of such services.

7. INSURANCE

7.1 Public Liability Insurance

Tenant shall obtain, at its expense, effective as of the commencement of its right to occupy the Premises, and will maintain so long as Tenant continues to occupy or lease any part of the Premises, complete comprehensive liability insurance, under which the City will be named as an additional insured, the policy or policies to be in such form and issued by such company or companies as are satisfactory to the City, in the sum of One Million Dollars (\$1,000,000.00) in the event of injury to one person or damage to property and Three Million Dollars (\$3,000,000.00) in the event of injuries to more than one person or damage to property arising out of each occurrence for which a claim for damages may result. Said policy or policies, or a copy or copies thereof, or a certificate or certificates thereof, will be deposited with the City together with evidence of payment of the premiums thereon, within thirty (30) days after their issuance.

7.2 Fire, Extended Coverage and Similar Coverages

If insurance coverage of all or any part of the Premises against loss or damage by fire, lightning, such perils as are at this time comprehended within the term "Extended Coverage," vandalism, malicious mischief, boiler and risk form, such perils as are included in the "Superior Form" of policy as issued by the Factory Insurance Association, Improved Risk Mutual, or similar organization, war risk, floods, earthquakes, rent insurance, etc., should be desired by the City, such insurance shall be obtained and maintained at the sole responsibility and expense of Tenant. If such additional insurance coverage is required by the City, Tenant will be notified consistent with Section 15 of this Lease.

8. USE

8.1 General

(a) Tenant shall occupy and use the Premises for recreational purposes and for no other purpose, and in a careful, safe and proper manner and shall not commit or suffer any waste therein. Tenant shall not occupy or use the Premises for any unlawful purpose, in violation of any lawful covenant or condition of record restricting the use of the Premises, or in any way that would increase or cause foreseeable harm or injury to others. In its occupation and use of the Premises, Tenant shall comply with all laws, ordinances, rules, regulations, requirements and orders of all governmental authorities having jurisdiction over the Premises.

(b) If any such authority notifies the City of a violation of any such law, ordinance or regulations, the City shall notify Tenant thereof, and Tenant shall have ten (10)

days following such notice to correct such violations. Failure by Tenant so to act within such ten (10) day period shall constitute a default for the purpose of this Lease.

(c) All excise taxes, license fees and charges for permits which may arise from the use or operation of the Premises or the conduct of any business thereon shall be payable by Tenant, and Tenant shall save the City harmless from all liability therefor.

8.2 Alterations and Improvements

(a) Only upon obtaining the City's explicit prior written consent, which may be withheld, the Tenant, at its sole expense, may make such alterations and improvements to the Premises as shall be necessary for its use of the Premises consistent with the Lease, provided that no such alterations will materially decrease the value or marketability of the Premises. The City may withhold such consent for any reason, and without cause, including but not limited to the following, if (i) the proposed alterations or additions materially decrease the value or marketability of the Premises, (ii) the proposed alterations or additions, in the view of the City, interfere with its future plans for the Premises, (iii) Tenant fails to provide the City with reasonably sufficient drawings and specifications of work to be done and materials to be used, (iv) Tenant fails to provide the City with sufficient security to assure that proper insurance and workers' compensation coverage are in effect during the performance of any work and that the work will be completed free of liens against the Premises, and (v) the proposed alterations and additions are not approved by the City Planning Commission. Such alterations and improvements shall be done in a good, workmanlike manner and in accordance with all applicable laws, ordinances, rules and regulations.

(b) The City may make such alterations and additions affecting the Premises as it might desire, provided that the same shall not materially impair Tenant's use of the Premises consistent with this Lease.

9. DEFAULT

9.1 Events Constituting Default

For the purpose of this Lease, "default" shall mean any of the following events: (a) abandonment of the Premises by Tenant, or (b) failure by Tenant to pay any installment of rent or other money obligations within ten (10) days after the City shall have given Tenant written notice that such rent or other obligation is past due, or (c) failure by Tenant to perform or observe any other covenant or agreement under this Lease, which failure shall continue uncured for a period of thirty (30) days after delivery to Tenant of written notice thereof, or (d) Tenant's permitting the Premises to be vacant or unoccupied for more than thirty (30) consecutive days.

9.2 Effect of Default

In the event of default, the City may at its option (a) terminate this lease, or, without terminating this Lease, terminate Tenant's right to possession of the Premises under this Lease, (b) re-enter the Premises with or without process of law, using such force as may be necessary and remove all persons and chattels therefrom and the City shall not be liable for damages or otherwise by reason of such re-entry, (c) cure any default relating to the condition of the Premises and obtain reimbursement of expenses therefor from Tenant, or (d) employ any other remedy provided by law. The foregoing remedies may be exercised individually or cumulatively at the option of the City, and the exercise of any one shall not be deemed a waiver of the City's right to exercise one or more additional remedies. Except as provided in this Lease, Tenant waives the necessity of demand for rent and any other demand or notice that may now or thereafter be required by any statute, regulation or decision for the maintenance by City of any action in forcible entry and detainer. The commencement of such an action by the

City shall for the purpose of this Lease be equivalent to the City's exercise of its right to re-enter the Premises.

9.3 Waiver or Default

No waiver of any condition or covenant of this Lease by the City or Tenant shall be construed as constituting a waiver of any subsequent breach of any such condition or covenant, or as justification or authorization for the breach or any other covenant or condition of this Lease; nor shall the acceptance of rent by the City at a time when Tenant is in default under any covenant or condition of this Lease be construed as a waiver of such default or any of the City's rights, including, but not limited to, the right to terminate this Lease on account of such default or as an estoppel against the City, or be construed as an amendment to this Lease or as a waiver by the City of any other right created herein or by law in favor of the City and against Tenant on account of such default.

10. MECHANICS' LIENS

The Tenant shall not permit any mechanics', laborers', materialmens' or other liens to stand against the Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with the work of any character performed or claimed to have been performed on, or pertaining to the Premises solely for Tenant or under Tenant's control, whether such work was performed or materials furnished prior to or subsequent to the commencement of the term of this Lease. If any such lien shall be filed or shall attach, the Tenant shall promptly either pay the same or procure the discharge thereof by giving security or in such other manner as is required or permitted by law. If Tenant fails to do so within thirty (30) days after receiving written notice from the City, the City may procure the discharge of such lien, by payment or otherwise, and may recover all costs and expenses of so doing from Tenant. Moreover, Tenant shall defend, indemnify and hold harmless the City from and against all claims, demands and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery, material and fuel, and shall directly pay or reimburse the City for all costs and expenses thereof, including, but not limited to, attorneys' fees (to the extent permitted by law), bond premiums and court costs.

11. QUIET ENJOYMENT

Upon Tenant's paying the rent, and performing and observing the agreements and conditions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold, and enjoy the Premises during the term of this Lease without interference by the City or anyone claiming by, through or under the City. However, the City shall not be liable for any damage or interference with use occasioned by or from (a) any gas, water or other pipes bursting or leaking, or (b) water, snow or ice on the Premises.

12. RIGHT OF ENTRY

The City, its agents and employees shall have the right, at all reasonable times during the term of this Lease, to enter the Premises to view and inspect the same and to perform any work therein which may be required or permitted of the City hereunder; provided, however, that the City, its agents and employees shall in exercising such right not unreasonably interfere with Tenant's use of the Premises.

13. INDEMNITY

Tenant will indemnify, hold harmless and defend the City, its agents, employees and individual board and Council members from any and all claims, liabilities, demands, costs, damage or loss to persons (including loss of life) or property which may arise from the use of the Premises or from the conduct or management of or from any work or thing done in or about the Premises by or on behalf of Tenant or any employee, agent, invitee, or licensee of Tenant, together with all costs, expenses and attorneys' fees incurred by the City in connection with any such claim, demand, or legal proceeding arising therefrom and brought against the City.

14. ASSIGNMENT, SUBLEASE AND CHANGE OF ORGANIZATION

14.1 Assignment and Sublease

Tenant shall not assign this Lease or any of its benefits or burdens under this Lease, or sublet all or any part of the Premises, or permit all or any part of the Premises to be used or occupied by others unless Tenant first obtains the City's prior written consent. The City may, in its discretion, withhold such consent.

14.2 Change of Organization of Tenant

Tenant shall not terminate its existence, change its form of organization or permit the change of identity of its principal officers or the transfer of all, or substantially all of its assets without first having obtained the City's written consent. The City shall not unreasonably withhold such consent, and shall be deemed to consent to any change in officer status or otherwise resulting from the death or long-term disability of any officer or trustee of Tenant.

15. NOTICES

All notices to the City shall be sent to:

The City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
Attention: Mayor
(With a copy to the Law Director)

All notices to the Tenant shall be sent to:

Strongsville Soccer Association, Inc.
P.O. Box 360953
Strongsville, Ohio 44136

Either party may at any time change the address to which notice shall be sent by advising the other party in writing of such a change. Notice shall be deemed given if sent by certified mail, postage prepaid, return receipt requested, and any such notice shall be deemed given when mailed as provided in this Section.

16. PARTIES BOUND AND BENEFITED

This Lease shall bind and benefit the parties hereto, their successors and permitted assigns. The words "City" and "Tenant" in this Lease shall be construed to include the corporations named herein as City and Tenant, respectively, and their respective successors and permitted assigns. This Section shall not be construed to abridge, modify or remove the prohibitions or restrictions on assignment, subleasing, permission to occupy or similar acts contained elsewhere in this Lease.

17. RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, or any relationship between the parties hereto other than that of City and Tenant.

18. ONLY AGREEMENT

This instrument contains the entire and only agreement between the parties, and neither party has made any representations or warranties other than those contained herein. It shall not be modified in any way except by a writing signed by both parties and approved in accordance with law.

19. CAPTIONS

The captions utilized as headings for the various articles and sections of this Lease are used only as a matter of convenience for reference, and are not to be considered a part of this Lease nor to be used in determining the intent of the parties to this Lease.

20. GOVERNING LAW

The validity and construction of this Lease shall be governed by the law of the State of Ohio, where the Premises are located.

21. COUNTERPARTS

This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the City and Tenant have caused this Lease to be executed by their duly authorized officers on the dates written below.

Witnesses:

CITY OF STRONGSVILLE

By: _____

Its: Mayor

Date: _____

Approved for form:

By: _____

Law Director

**STRONGSVILLE SOCCER
ASSOCIATION, INC.**

By: Charles S. Hey

Its: President

Date: 09/26/24

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this ___ day of _____, 2024.

Notary Public

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above-named **STRONGSVILLE SOCCER ASSOCIATION, INC.**, by Nicholas, its _____, who acknowledged that he did sign the foregoing instrument and that the same is his free and voluntary act and deed, and the free and voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this 26 day of Sept, 2024.



STEPHEN LANGE
Notary Public, State of Ohio
My Comm. Expires March 5, 2025

Stephen Lange
Notary Public

Exhibit 1A

Legal Description: Soccer Fields

Situated in the City of Strongsville, County of Cuyahoga, and State of Ohio, and known as being part of Original Strongsville Township Lot No. 97, and bounded and described as follows:

Beginning at an iron pin marking the intersection of the centerline of Foltz Industrial Parkway (80 feet) and the North line of Original Strongsville Township Lot No. 97;

Thence proceeding North 89 degrees 26 minutes 50 seconds East along the Northerly line of said Original Strongsville Township Lot No. 97 a distance of 40.04 feet to an iron pin and the point and place of beginning of the parcel herein described;

Thence continuing North 89 degrees 26 minutes 50 seconds East along the Northerly line of said Original Lot No. 97 a distance of 846.02 feet to an iron pin and the Northeast corner of said Original Lot No. 97:

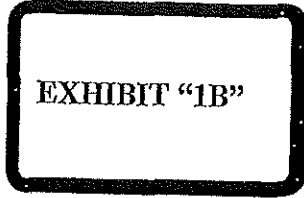
Thence proceeding South 03 degrees 18 minutes 40 seconds East along the Easterly line of said Original Strongsville Township Lot No. 97 a distance of 1272.34 feet to a point;

Thence proceeding South 89 degrees 26 minutes 50 seconds West a distance of 853.59 feet to a point on the Easterly line of Foltz Industrial Parkway:

Thence proceeding North 02 degrees 58 minutes 15 seconds West along the Easterly line of Foltz Industrial Parkway a distance of 1272.00 feet to the point and place of beginning. Said parcel contains 24.79 acres of land but is subject to all legal highways and easements of record. Said legal description is based on the assumption that the centerline of Foltz Industrial Parkway bears North 02 degrees 58 minutes 15 seconds West.

HOFMANN - METZKER, INC.

REGISTERED PROFESSIONAL SURVEYORS
P. O. BOX 343 - 24 BEECH STREET
BEREA, OH 44017 (440) 234-7350
FAX: (440) 234-7351



George A. Hofmann, P.S., President
Richard D. Metzker, P.S., Vice President

City Of Strongsville

DESCRIPTION
9.631 Acres
EXHIBIT

9-04-09

Situated in the City of Strongsville, County of Cuyahoga, State of Ohio and known as being part of Original Strongsville Township Lot No. 84, and further bounded and described as follows:

Beginning at an Iron pin in a monument box at the intersection of the centerline of Lunn Road (60 feet wide), with the Southerly line of Original Lot No. 84, said point being the Southeasterly corner of said lot;

Thence North 03 degrees 18 minutes 40 seconds West, along the Southerly line of said Original Lot No. 84, a distance of 1,612.09 feet to its intersection with the Northwesterly right of way line of the B & O Railroad (66 feet wide), said point being the principal place of beginning;

Thence continuing North 03 degrees 18 minutes 40 seconds West, along the Southerly line of said Original Lot No. 84, a distance of 1,362.46 feet to the Northwesterly corner of said Original Lot No. 84;

Thence South 89 degrees 32 minutes 40 seconds East, along the Northerly line of said Original Lot No. 84, a distance of 607.72 feet to its intersection with the Northwesterly right of way line of the B&O Railroad (96 feet wide);

Thence South 22 degrees 30 minutes 10 seconds West along said Northwesterly right of way line, a distance of 513.76 feet to an angle point in said line:

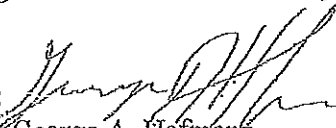
Thence South 67 degrees 29 minutes 50 seconds East along said right of way line, a distance of 30.00 feet to an angle point in said line;

Thence South 22 degrees 30 minutes 10 seconds West along said Northwesterly right of way line, a distance of 940.86 feet to the principal place of beginning and containing 9.631 Acres of land based on a boundary survey made by Warren J. Root and Associates dated April 1967.

The basis of bearings is the centerline of Lunn Road in Original Lot No. 84, bearing North 88 degrees 35 minutes 10 seconds East. The courses used in this description are used to indicate angles only.

Distances are given in feet and decimal parts thereof.

HOFMANN-METZKER, INC.
Registered Professional Surveyors

By: 
George A. Hofmann
Registered Surveyor Number 6752

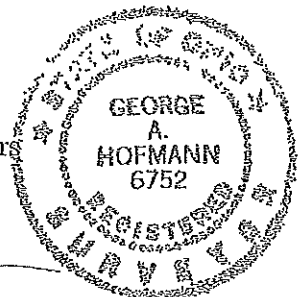
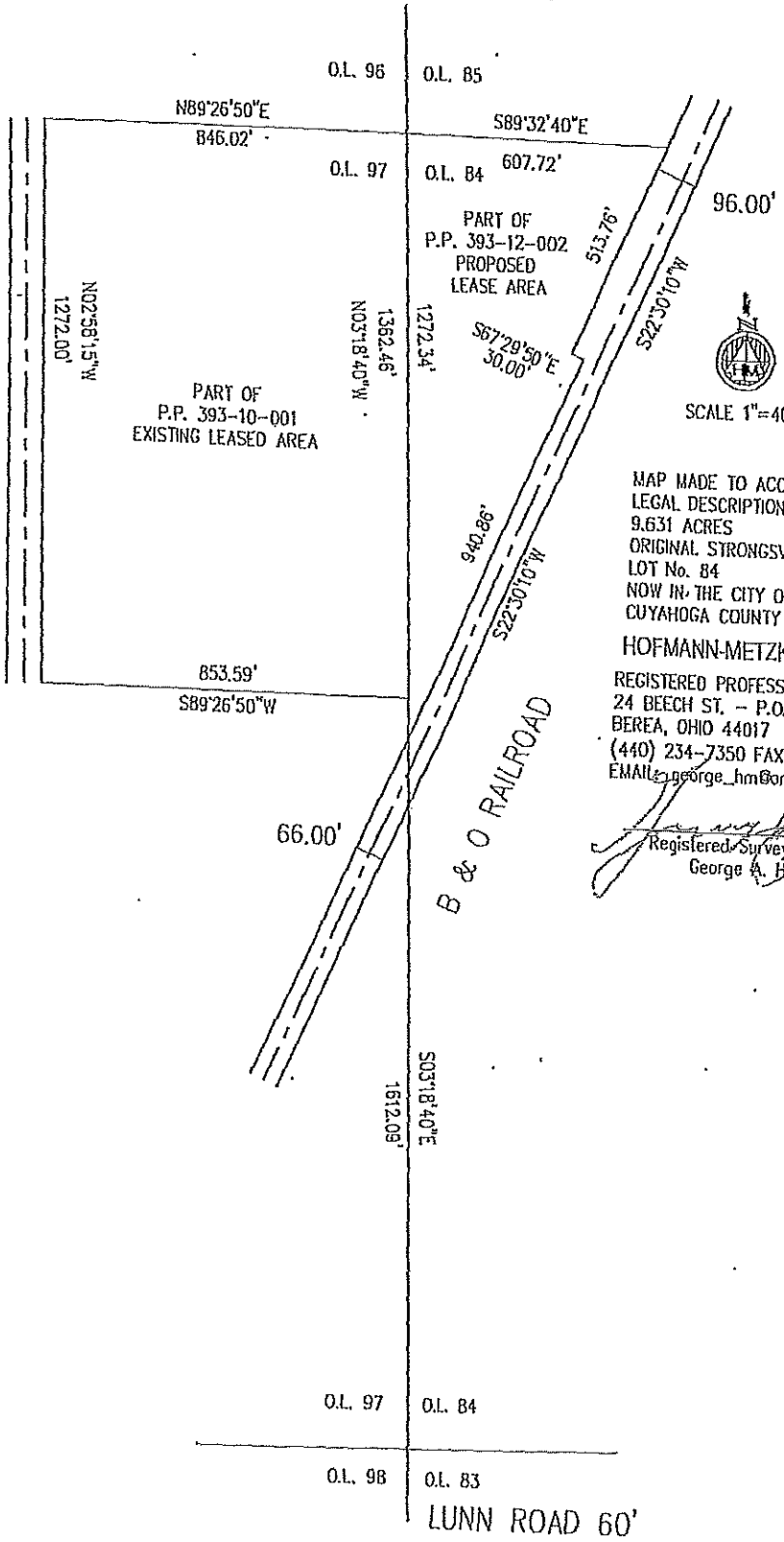


EXHIBIT "1C"

FOLTZ INDUSTRIAL PARKWAY 80'



MAP MADE TO ACCOMPANY
 LEGAL DESCRIPTION OF
 9.631 ACRES
 ORIGINAL STRONGSVILLE TOWNSHIP
 LOT No. 84
 NOW IN THE CITY OF STRONGSVILLE
 CUYAHOGA COUNTY OHIO
 HOFMANN-METZKER, INC.
 REGISTERED PROFESSIONAL SURVEYORS
 24 BEECH ST. - P.O. BOX 343
 BEREA, OHIO 44017
 (440) 234-7350 FAX (440) 234-7361
 EMAIL: george_hm@meritech.net

George A. Hofmann
 Registered Surveyor No. 6752
 George A. Hofmann

**GEORGE
 A.
 HOFMANN
 6752**
 REGISTERED
 SURVEYOR

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 152

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR AND DIRECTOR OF RECREATION & SENIOR SERVICES TO ACCEPT ADDITIONAL FUNDING FROM THE CUYAHOGA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF SENIOR AND ADULT SERVICES, THROUGH THE OHIO DEPARTMENT OF AGING, AUTHORIZING EXECUTION OF ANY REQUIRED DOCUMENTS RELATED THERETO; AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2024-089, this Council authorized the Mayor and Director of Recreation & Senior Services to accept an award of funding from the Cuyahoga County Department of Health and Human Services, Division of Senior and Adult Services, in connection with the Healthy Aging Grant program; and

WHEREAS, the Cuyahoga County Department of Health and Human Services, Division of Senior and Adult Services has notified the City that additional funds have become available for distribution to the City of Strongsville in the amount of \$8,000.00 to be used for further reimbursement of funds for adult developmental programs and transportation services at the Strongsville Senior Center; and

WHEREAS, this Council is desirous of accepting such further funding from the Cuyahoga County Division of Senior and Adult Services in connection with the Healthy Aging Grant program.

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

Section 1. That this Council hereby approves and authorizes the Mayor and Director of Recreation & Senior Services to accept additional funds in the amount of \$8,000.00 from the Cuyahoga County Department of Health and Human Services, Division of Senior and Adult Services, in connection with the Healthy Aging Grant program, in order to continue to assist the City of Strongsville's senior adult developmental programs and transportation services.

Section 2. That any additional advance of funds under this Ordinance will be made from the Multi-Purpose Complex Fund, subject to reimbursement under the Grant.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to accept further funding in order to continue to enhance the senior adult-related programs of the City's Department of Senior Services, and to conserve public funds. Therefore, provided this Ordinance receives the

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2024 – 152
Page 2

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. 2024-152 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 153

By: Mayor Perciak and All Members of Council

A RESOLUTION ACCEPTING A DONATION OF MONEY FROM HEATHER ANN RHOADES TO BE USED IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE, AND FURTHER DESIGNATING THE ROBERT “BOB” HRIC SPORTS COURTS WITHIN THE TOWN CENTER AREA.

WHEREAS, the Strongsville Town Center area is an essential part of the fabric of the City of Strongsville and encompasses some 81 acres extending from Royalton Road and Pearl Road, north past Zverina Lane; and

WHEREAS, the City of Strongsville has continuously recognized the importance of the Strongsville Town Center area and, therefore, launched the “Strongsville Town Center Enhancement & Walkability Initiative” to provide further amenities and upgrade the connectivity and walkability within the Strongsville Town Center area, which will improve the quality of community life for our residents and guests; and

WHEREAS, through the efforts of all those involved with the Project, the enhancement of the Strongsville Town Center has now become a reality for the City of Strongsville; and

WHEREAS, the late Robert “Bob” Hric and his wife, Kathryn, have been long-time residents of the City of Strongsville, and Mr. Hric delighted in spending time with his family enjoying sports; and

WHEREAS, Heather Ann Rhoades is the daughter-in-law of Mr. and Mrs. Hric, and Ms. Rhoades has graciously decided to donate \$250,000.00 in the name of her father-in-law, which will be utilized for the Town Center Enhancement & Walkability Initiative; and

WHEREAS, the City is desirous of accepting such gracious donation; and

WHEREAS, therefore, in grateful recognition of Ms. Rhoades generosity on behalf of her late father-in-law, the sports courts to be located within the new Strongsville Town Center area will be officially designated as the **“ROBERT ‘BOB’ HRIC SPORTS COURTS.”**

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

Section 1. That the Mayor and this Council hereby extend their gratitude and appreciation to Heather Ann Rhoades and the family of Robert “Bob” Hric for the donation of \$250,000.00 to be utilized by the City for the Strongsville Town Center Enhancement & Walkability Initiative.

Section 2. That the Mayor and this Council hereby designate the sports courts to be located within the new Strongsville Town Center as the **“ROBERT ‘BOB’ HRIC SPORTS COURTS”** in recognition of Mr. Hric being a resident of the City of Strongsville and his enjoyment of sports.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2024 – 153
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 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 4. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

RES
Ord. No. 2024-153 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 154

By: Mayor Perciak and All Members of Council

A RESOLUTION ACCEPTING A DONATION OF MONEY FROM CITY OF STRONGSVILLE COUNCILMAN, JAMES A. KAMINSKI AND HIS WIFE, MARY KAMINSKI, TO BE USED IN CONNECTION WITH THE STRONGSVILLE TOWN CENTER ENHANCEMENT & WALKABILITY INITIATIVE.

WHEREAS, the Strongsville Town Center area is an essential part of the fabric of the City of Strongsville and encompasses some 81 acres extending from Royalton Road and Pearl Road, north past Zverina Lane; and

WHEREAS, the City of Strongsville has continuously recognized the importance of the Strongsville Town Center area and, therefore, launched the “Strongsville Town Center Enhancement & Walkability Initiative” to provide further amenities and upgrade the connectivity and walkability within the Strongsville Town Center area, which will improve the quality of community life for our residents and guests; and

WHEREAS, through the efforts of all those involved with the Project, the enhancement of the Strongsville Town Center has now become a reality for the City of Strongsville; and

WHEREAS, Jim Kaminski was first elected to Strongsville City Council as Councilman-at-large in 2002 to 2008, and during that term he founded the Strongsville Freedom Trail; and

WHEREAS, after living in Battle Creek, Michigan for a period of time, Jim retired from the Kellogg's Company, returned to his hometown of Strongsville and was elected to City Council again in 2020 as the Ward 1 Councilman; and

WHEREAS, over the years, as life-long residents of the City, Jim and Mary have contributed their time and talents to various civic organizations within the City of Strongsville community; and

WHEREAS, Jim and Mary Kaminski have most graciously donated a check in the amount of \$5,000.00 to be utilized by the City of Strongsville for the Town Center Enhancement & Walkability Initiative; and

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

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

Section 1. That the Mayor and this Council hereby extend their gratitude and appreciation to Jim and Mary Kaminski for their donation of \$5,000.00 to be utilized by the City for the Strongsville Town Center Enhancement & Walkability Initiative.

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.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2024 – 154
Page 2

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: _____

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

Attest: _____
Clerk of Council

RES
Ord. No. 2024-154 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 155

By: Mayor Perciak and All Members of Council

A RESOLUTION ESTABLISHING A NEW SPECIAL REVENUE FUND TO BE KNOWN AS THE SOUTHWEST EMERGENCY DISPATCH FUND NO. 210, AND DECLARING AN EMERGENCY.

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

Section 1. That, pursuant to the provisions of Ohio Revised Code (O.R.C.) Section 5705.12 and the City's Home Rule authority, there shall be and is hereby established a Special Revenue Fund known as the "Southwest Emergency Dispatch Fund No. 210" to be utilized by the Director of Finance to account for the Regional Dispatch Services that the City of Strongsville provides to other area cities and villages.

Section 2. That further pursuant to the provisions of Chapter 5705 of the O.R.C. and the City's Home Rule authority, the City's Fund structure shall be restated and amended to reflect the addition of such new Fund No. 210 – the Southwest Emergency Dispatch Fund.

Section 3. That the Director of Finance be and is hereby further authorized and directed to certify a copy of this Resolution to the Auditor of State for approval, only if required pursuant to O.R.C. Section 5705.12 and/or applicable Federal requirements.

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

Section 5. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to establish City funds which accurately reflect the operational parameters and needs of the Finance Department and other Departments of the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2024 – 155
Page 2

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

RES
Ord. No. 2024-155 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 156

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A SERVICES AGREEMENT WITH NEOGOV TO PROVIDE SOFTWARE AND SERVICES FOR USE BY THE HUMAN RESOURCES DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, since 2007, Kronos Incorporated has consistently provided the City with specialized applications for timekeeping and payroll information technology software and services in support of the Finance and Human Resources Departments; and

WHEREAS, after thorough research of software and services that support public sector Human Resource Information Systems, the Director of Human Resources and Director of Communication & Technology have determined that it would be most beneficial for the City's Human Resources Department to implement the NEOGOV cloud-based system, which would automate and support the entire Human Resource process for onboarding, employee recruitment, development and management by streamlining these processes all from one centralized platform; and

WHEREAS, the NEOGOV system would be compatible with the current Kronos Incorporated software and services; and

WHEREAS, as recommended by the Director of Human Resources and Director of Communication & Technology, this Council desires to proceed to enter into a Services Agreement for the applications and services provided by NEOGOV and to be utilized by the Human Resources Department of the City.

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

Section 1. That this Council hereby approves and authorizes the Mayor to enter into a Services Agreement, with **GOVERNMENTJOBS.COM, INC. dba NEOGOV**, for an information technology software and services subscription, in support of the City's Human Resources Department's operations for a five-year period through 2028, and in the total amount of \$133,969.17, all as more fully set forth collectively in the Order Form and Services Agreement attached hereto and incorporated herein as Exhibit A.

Section 2. That the funds for the purposes of such Agreement have been appropriated and shall be paid from the General Fund.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2024 – 156
Page 2

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, and for the further reason that it is immediately necessary to enter into the aforesaid Agreement in order to implement certain information technology systems for the efficient operation of the Human Resources 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

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. 2024-156 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

Exhibit A
Order Form



NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Vincent VanAuker

Strongsville, City of (OH)
16099 Foltz Parkway
Strongsville, OH 44149
USA

Quote Valid From: 7/16/2024
Quote Valid To: 9/30/2024

Quote Number: Q-17010
PaymentTerms: Annual,Net 30
Subscription Term in Months: 51

Employee Count: 427
Order Summary

Prorated (10/1/2024-12/31/2024)

Service Description	Type	Start Date	End Date	Term Price (USD)
Custom Bundle Includes Insight License, Candidate Text Messaging (CTM), Government Jobs,	RECURRING			\$4,323.84
Custom Bundle Setup and Training	ONE-TIME			\$3,300.00
Single Sign On Subscription	RECURRING			\$393.96
Single Sign On Setup	ONE-TIME			\$3,150.00
API Complete Package Subscription	RECURRING			\$0.00
API Complete Package Setup	ONE-TIME			\$0.00
Prorated (10/1/2024-12/31/2024) TOTAL:				\$11,167.80

EX.A

Year 2

Service Description	Type	Start Date	End Date	Term Price (USD)
Custom Bundle Includes Insight License, Onboard License, Candidate Text Messaging (CTM), Government Jobs,	RECURRING			\$17,508.21
Custom Bundle Setup and Training	ONE-TIME			\$1,980.00
Single Sign On Subscription	RECURRING			\$937.80
API Complete Package Subscription	RECURRING			\$0.00
Year 2 TOTAL:				\$20,426.01

Year 3

Service Description	Type	Start Date	End Date	Term Price (USD)
Custom Bundle Includes Insight License, Onboard License, Candidate Text Messaging (CTM), Government Jobs,	RECURRING			\$30,639.37
Single Sign On Subscription	RECURRING			\$1,641.15
API Complete Package Subscription	RECURRING			\$0.00
Year 3 TOTAL:				\$32,280.52

Year 4

Service Description	Type	Start Date	End Date	Term Price (USD)
Custom Bundle Includes Insight License, Onboard License, Candidate Text Messaging (CTM), Government Jobs,	RECURRING			\$32,390.19
Single Sign On Subscription	RECURRING			\$1,734.93
API Complete Package Subscription	RECURRING			\$0.00
Year 4 TOTAL:				\$34,125.12

Year 5

Service Description	Type	Start Date	End Date	Term Price (USD)
Custom Bundle Includes Insight License, Onboard License, Candidate Text Messaging (CTM), Government Jobs,	RECURRING			\$34,141.01
Single Sign On Subscription	RECURRING			\$1,828.71
API Complete Package Subscription	RECURRING			\$0.00
Year 5 TOTAL:				\$35,969.72

ORDER TOTAL (USD) : **\$133,969.17**



A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

**"Strongsville, City of
(OH)"**

Signature:

Print Name:

Thomas P. Perciak, Mayor

Date:



SERVICES AGREEMENT

V050724

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
 - a) Subscription Grant. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. Customer Responsibilities.

- a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.
 - b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.
 - i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.
 - ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.
4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.
5. Payment Terms.
- a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.

- b) **Taxes.** Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.
- c) **Purchase Orders.** Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. **Term and Termination.**
- a) **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
- b) **Termination for Cause; Effect of Termination.** Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. **Audit Rights.** Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. **Maintenance; Modifications; Support Services.**
- a) **Maintenance, Updates, Upgrades.** NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- b) **Program Documentation; Training Materials.** "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
 - d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
 - e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.
9. NEOGOV Intellectual Property Rights.
- a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
 - b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.
10. Data Processing and Privacy.
- a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
 - b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

- c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV’s processing of Personal Data.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.
 - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer’s policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
 - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV’s systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer’s written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services (“Third Party Services”). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.

- a) Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer’s Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
 - b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
 - c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure.
 - d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.
13. Representations, Warranties, and Disclaimers.
- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
 - b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party’s proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.
 - c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
 - d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, AND CUSTOMER’S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
 - e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE

INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

- f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
- i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of

its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

- a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.

17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior written notice, which may be by direct notice or posting on the NEOGOV website. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.

18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site.
23. General.
- a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.
 - b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
 - c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
 - d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.
 - e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

- f) **Assignment.** Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) **Construction.** The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- h) **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds on Multi-Year Deals.** Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) (“Governmental Appropriation”) for the first year of the term of any Order Form executed by Customer (the “First Year” and all such years following the First Year which are included in the term of an Order Form, the “Future Years”). If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Governmentjobs.com, Inc.	
	2 Business name/disregarded entity name, if different from above NEOGOV	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions. 2120 Park Place, Suite 100	Requester's name and address (optional)
	6 City, state, and ZIP code El Segundo, CA 90245	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
3	3	-	0	8	8	8	7	4	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 1/1/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 157

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND ADOPTING MID-YEAR REPLACEMENT PAGES TO THE CODIFIED ORDINANCES OF THE CITY, REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH, AND DECLARING AN EMERGENCY.

WHEREAS, in order to conform with the changes adopted by the Ohio General Assembly and with current State law as required by the Ohio Constitution, it is necessary for the City to amend certain provisions within its General Offenses Code and Traffic Code; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council since January, 2024, which now should be included within the mid-year 2024 Codified Ordinances; and

WHEREAS, Council has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish the aforesaid amendments and revisions on a semi-annual basis; and

WHEREAS, the codification of such ordinances, together with the new matters to be adopted, the matters to be amended, and those to be repealed, are before the Council.

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

Section 1. That the additions and amendments to the General Offenses Code and Traffic Code of the Codified Ordinances of the City of Strongsville, as prepared by the Walter H. Drane Company in order to comply with current State law, be and are hereby approved and adopted; and the ordinances of Strongsville of a general and permanent nature, as revised, re-codified, rearranged and consolidated into component codes, titles, chapters and sections within the mid-year 2024 Replacement Pages to the Codified Ordinances, be and are hereby approved and adopted, all as set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 2. That any other ordinances or resolutions or parts thereof in conflict with any of the above Ordinances shall, to the extent of any conflict, be and are hereby repealed.

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 there exists an imperative necessity for the earliest publication and distribution of the aforesaid amendments to the Codified Ordinances to

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 157

Page 2

the officials and residents of the City, so as to facilitate the administration and daily operation of the City and its departments, and to avoid practical and legal entanglements. 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. 2024-157 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

EXHIBIT "A"

<u>Ord. No.</u>	<u>Date</u>	<u>C.O. Section</u>
2024-005	3-18-24	841.01, 841.02, 841.99
2024-006	4-15-24	1242.07, 1258.04, 1258.11, 1258.12, 1270.05
2024-016	2-20-24	1046.249
2024-056	4-15-24	881.03

EXHIBIT "A" (Cont.)

Traffic Code

- 402.37 School Bus. (Amended)
- 408.03 Committing an Offense While Distracted Penalty. (Amended)
- 432.30 Stopping for School Bus; Discharging Children. (Amended)
- 432.45 Restrictions on the Operation of School Buses. (Added)
- 434.03 Maximum Speed Limits; Assured Clear Distance Ahead. (Amended)
- 434.11 Electronic Wireless Communication Device Use Prohibited While Driving. (Amended)
- 438.16 Number of Lights; Limitations on Flashing, Oscillating or Rotating Lights. (Amended)
- 438.28 Child Restraint System Usage. (Amended)
- 438.31 Lights and Sign on Transportation for Preschool Children. (Added)
- 440.04 Commercial Drivers Prohibitions. (Amended)
- 440.05 Criminal Offenses. (Amended)
- 452.14 Parking Near Curb; Handicapped Locations on Public and Private Lots and Garages. (Amended)

General Offenses Code

- 606.01 General Provisions and Penalty Definitions. (Amended)
- 612.07 Open Container Prohibited. (Amended)
- 618.24 Rights of Blind, Deaf or Hearing Impaired, or Mobility Impaired Person, or Trainer with Assistance Dog. (Added)
- 624.01 Drug Abuse Control Definitions. (Amended)
- 624.16 Adult Use Cannabis Control; Limitations on Conduct by Individuals. (Added)
- 636.02 Assault. (Amended)
- 636.14 Misuse of 9-1-1 System. (Amended)
- 648.07 Inducing Panic. (Amended)
- 648.15 Impeding Public Passage of an Emergency Service Responder. (Added)
- 666.08 Procuring; Engagement in Sexual Activity for Hire. (Amended)

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 158

By: Mayor Perciak and All Members of Council

A RESOLUTION CONSENTING TO THE TERMS OF THE TARGET CORPORATION MASTER SETTLEMENT AGREEMENT IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE MAYOR TO EXECUTE A SETTLING SUBDIVISION PARTICIPATION AND RELEASE FORM FOR THE TARGET SETTLEMENT, AND DECLARING AN EMERGENCY.

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

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

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

WHEREAS, however, at this time, the City's Special Legal Counsel has finalized terms of a separate Master Settlement Agreement with Target Corporation; and

WHEREAS, this Council wishes to agree to the terms of the Target Corporation Settlement pertaining to Settling Subdivisions, in order that the City will be entitled to the benefits provided therein, including monetary payments.

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

Section 1. That this Council hereby consents to the terms of the Target Corporation Settlement pertaining to Settling Subdivisions on behalf of the City of Strongsville.

Section 2. That this Council hereby authorizes the Mayor to execute the Target Corporation Settlement *Settling Subdivision Participation and Release Form* on behalf of the City of Strongsville, which is attached hereto as Exhibit A and incorporated herein.

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

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

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2024 – 158
Page 2

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

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

RES
Ord. No. 2024-158 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

TARGET MASTER SETTLEMENT AGREEMENT

EXHIBIT B

SETTLING SUBDIVISION PARTICIPATION AND RELEASE FORM

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

The local political subdivision / governmental entity identified above ("*Settling Subdivision*"), in order to obtain and in consideration for the benefits provided to the Settling Subdivision pursuant to the Settlement Agreement, and acting through the undersigned authorized official, hereby elects to participate in the Settlement Agreement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Settling Subdivision is aware of and has reviewed the Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Settling Subdivision elects to participate in the Settlement Agreement and become a Releasor as provided therein.
2. The Settling Subdivision through its counsel shall promptly move to dismiss with prejudice any Released Claims that it has filed.
3. The Settling Subdivision agrees to the terms of the Settlement Agreement pertaining to Releasors as defined therein, and specifically the Settling Subdivision acknowledges and agrees that it is the intent of the Parties that the Settlement Amount be for Opioid Remediation, as defined in the Settlement Agreement, and that in no event may less than eighty-five percent (85%) of the Settlement Amount (less any amounts used to pay attorneys' fees, investigation costs, or litigation costs) be spent on Opioid Remediation. Settling Subdivision agrees to either maintain the Settlement Amount in an account designated for Opioid Remediation, or at its discretion, shall cooperate with any reasonable request by Target for a report accounting for the disbursement of the settlement funds.
4. By agreeing to the terms of the Settlement Agreement and becoming a Releasor, the Settling Subdivision is entitled to monetary payments.

5. The Settling Subdivision hereby becomes a Releasor for all purposes in the Settlement Agreement, along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Settling Subdivision hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Settlement Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Settling Subdivision to release claims. The Settlement Agreement shall be a complete bar to any Released Claim.

6. Nothing herein is intended to modify in any way the terms of the Settlement Agreement, to which Settling Subdivision hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Settlement Agreement in any respect, the Settlement Agreement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Settling Subdivision.

Signature: _____

Name: Thomas P. Perciak

Title: Mayor, City of Strongsville

Date: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 159

By: Mayor Perciak and All Members of Council

A RESOLUTION CONSENTING TO THE TERMS OF THE HENRY SCHEIN, INC. SETTLEMENT AGREEMENT IN CONNECTION WITH THE OPIOID EPIDEMIC LITIGATION, AUTHORIZING THE MAYOR TO EXECUTE A SUBDIVISION PARTICIPATION AND RELEASE FORM FOR THE HENRY SCHEIN, INC. SETTLEMENT, AND DECLARING AN EMERGENCY.

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

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

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

WHEREAS, however, at this time, the City's Special Legal Counsel has finalized terms of a separate Settlement Agreement with another company, collectively, Henry Schein, Inc. and Henry Schein Medical Systems, Inc. ("Schein"); and

WHEREAS, this Council wishes to agree to the terms of the Schein Settlement pertaining to Governmental Entities/Subdivisions, in order that the City will be entitled to the benefits provided therein, including monetary payments.

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

Section 1. That this Council hereby consents to the terms of the Schein Settlement pertaining to Governmental Entities/Subdivisions on behalf of the City of Strongsville.

Section 2. That this Council hereby authorizes the Mayor to execute the Schein Settlement *Subdivision Participation and Release Form* on behalf of the City of Strongsville, which is attached hereto as Exhibit A and incorporated herein.

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

Section 4. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to consent to the City's participation in the proposed Schein Settlement, in order to protect the City's interests to ensure

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 159

Page 2

prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

RES
 Ord. No. 2024-159 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

Exhibit B

Henry Schein Inc. and Henry Schein Medical Systems, Inc.
Subdivision Participation and Release Form

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

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement, and acting through the undersigned authorized official, hereby elects to participate in the Settlement Agreement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Settlement Agreement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Settlement Agreement and become a Releasor as provided therein.
2. The Governmental Entity through its counsel shall promptly move to dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Settlement Agreement pertaining to Releasors as defined therein.
4. By agreeing to the terms of the Settlement Agreement and becoming a Releasor, the Governmental Entity is entitled to monetary payments.
5. The Governmental Entity hereby becomes a Releasor for all purposes in the Settlement Agreement, along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Settlement Agreement are intended by the Parties to be broad and shall be interpreted so as to give the Released

Subject to Federal Rule of Evidence 408 and State Equivalents

Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Settlement Agreement shall be a complete bar to any Released Claim.

6. Nothing herein is intended to modify in any way the terms of the Settlement Agreement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Settlement Agreement in any respect, the Settlement Agreement controls.

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

Signature: _____

Name: Thomas P. Perciak

Title: Mayor

Date: _____