

City of Strongsville

16099 Foltz Parkway
Strongsville, Ohio 44149-5598
Phone: 440-580-3110
Council Office Fax: 440-572-1648
www.strongsville.org

May 28, 2020

MEETING NOTICE

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Kelly A. Kosek
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Matthew A. Schonhut
At-Large

Aimee Pientka, MMC
Clerk of Council

Tiffany Mekeel, CMC
Assistant Clerk of Council

City Council has scheduled the following meetings for **Monday, June 1, 2020**, 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 7:30 p.m. All committees listed will meet immediately following the previous committee:

7:30 P.M. **Planning, Zoning & Engineering** will meet to discuss Ordinance Nos. 2020-078, 2020-080 and Resolution Nos. 2020-077, 2020-079 and 2020-081.

Finance Committee will meet to discuss Ordinance No. 2020-082.

Communications & Technology Committee will meet to discuss Ordinance Nos. 2020-083 and 2020-084.

Committee of the Whole will meet to discuss Ordinance No. 2020-076.

8:00 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, JUNE 1, 2020 AT 8:00 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:
 - *Council Meeting – May 18, 2020*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Mr. Carbone:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Short:
 - BUILDING AND UTILITIES – Mr. DeMio:
 - COMMUNICATIONS AND TECHNOLOGY – Ms. Roff:
 - ECONOMIC DEVELOPMENT – Mr. Carbone:
 - FINANCE – Mr. DeMio:
 - PLANNING, ZONING AND ENGINEERING – Mr. Schonhut:
 - PUBLIC SAFETY AND HEALTH – Mr. Short:
 - PUBLIC SERVICE AND CONSERVATION – Mr. Kaminski:
 - RECREATION AND COMMUNITY SERVICES – Ms. Kosek:
 - COMMITTEE-OF-THE-WHOLE – Mr. Schonhut:
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. 2020-076 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE ACCEPTANCE OF CORONAVIRUS RELIEF FUNDING UNDER THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) ACT AND OHIO SENATE BILL NO. 310, AFFIRMING THE EXPENDITURE OF SAID FUNDS BY THE CITY CONSISTENT WITH THE CARES ACT, AND DECLARING AN EMERGENCY. *First reading 05-18-20.*
- Resolution No. 2020-077 by Mayor Perciak and All Members of Council. A RESOLUTION APPROVING THE REPORT OF THE ASSESSMENT EQUALIZATION BOARD ON OBJECTIONS CONCERNING THE ESTIMATED SPECIAL ASSESSMENTS FOR THE IMPROVEMENT OF WILLOW LANE BETWEEN CERTAIN TERMINI BY CONSTRUCTING SANITARY SEWERS, CATCH BASINS AND MANHOLES, INSTALLING SANITARY SEWER SERVICE CONNECTIONS WHERE THEY DO NOT NOW EXIST, AND REPLACING, WHERE NECESSARY, PAVEMENT, DRIVEWAY APRONS, STORM SEWERS AND CULVERTS, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-078 by Mayor Perciak and All Members of Council. AN ORDINANCE DETERMINING TO PROCEED WITH THE IMPROVEMENT OF WILLOW LANE BETWEEN CERTAIN TERMINI BY CONSTRUCTING SANITARY SEWERS, CATCH BASINS AND MANHOLES, INSTALLING SANITARY SEWER SERVICE CONNECTIONS WHERE THEY DO NOT NOW EXIST, AND REPLACING, WHERE NECESSARY, PAVEMENT, DRIVEWAY APRONS, STORM SEWERS AND CULVERTS, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.
- Resolution No. 2020-079 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE WILLOW LANE SANITARY SEWER PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-080 by Mayor Perciak and All Members of Council. AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE SUBDIVISION PLAT FOR COMMERCE PARKWAY, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2020-081 by Mayor Perciak and All Members of Council. A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN THE COMMERCE PARKWAY SUBDIVISION, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-082 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE GENERAL SALARY ORDINANCE NO. 2019-187 TO AMEND ARTICLE 9, SECTIONS 9-002, 9-003 and 9-011 IN ORDER TO ADJUST CERTAIN PROVISIONS CONCERNING SALARY, AND DECLARING AN EMERGENCY.
- Ordinance No. 2020-083 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE PAYMENT TO THE SOUTHWEST REGIONAL COMMUNICATIONS NETWORK COUNCIL OF GOVERNMENTS FOR THE PURCHASE OF ROUTINE MAINTENANCE, REPAIRS AND OTHER SERVICES REQUIRED FOR THE ONGOING GENERAL RADIO NEEDS OF THE CITY OF STRONGSVILLE DURING 2020, AND DECLARING AN EMERGENCY.

- Ordinance No. 2020-084 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING AND AUTHORIZING PARTICIPATION IN UNITED STATES GENERAL SERVICES ADMINISTRATION CONTRACTS FOR THE PURCHASE OF CELLULAR COMMUNICATIONS SERVICES AND EQUIPMENT FOR USE BY VARIOUS DEPARTMENTS OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 076

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE ACCEPTANCE OF CORONAVIRUS RELIEF FUNDING UNDER THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) ACT AND OHIO SENATE BILL NO. 310, AFFIRMING THE EXPENDITURE OF SAID FUNDS BY THE CITY CONSISTENT WITH THE CARES ACT, AND DECLARING AN EMERGENCY.

WHEREAS, the Coronavirus disease, known as COVID-19, has been spreading, as residents of the County and State have been infected with the disease and the risk of serious illness is still imminent; and

WHEREAS, the City of Strongsville represents that it has experienced a significant financial downturn as a result of significantly reduced tax revenue, which is fairly attributable to the COVID-19 pandemic and estimates that it will continue to experience financial shortfalls over the foreseeable future as a result of the COVID-19 pandemic; and

WHEREAS, due to the severity of the COVID-19 virus in the United States, the Coronavirus Aid, Relief and Economic Security Act (CARES Act) was passed by the United States Congress on March 27, 2020; and

WHEREAS, the CARES Act established the Coronavirus Relief Fund; and

WHEREAS, the Coronavirus Relief Fund provides for payments to local governments navigating the financial impact of the COVID-19 outbreak; and

WHEREAS, the CARES Act provides that payments from such Fund may only be used to cover costs that are necessary expenditures incurred only due to the public health emergency with respect to COVID-19, and were incurred during the period beginning March 1, 2020 and ending on December 30, 2020; and

WHEREAS, State of Ohio Senate Bill No. 310 provides for the distribution of such Federal Coronavirus Relief Funding to local subdivisions; and

WHEREAS, when the City is advised that its funding under Ohio Senate Bill No. 310 is approved, the City is desirous of accepting such funds.

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 the acceptance of any award of funding under the CARES Act and Ohio Senate Bill No. 310, and hereby authorizes the Mayor, Director of Finance, and other appropriate officers of the City to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 076

Page 2

Section 2. That this Council affirms that the funds so received from the CARES Act and Ohio Senate Bill No. 310, may be expended only to cover costs of the City of Strongsville consistent with the requirements of Section 5001 of the CARES Act, as described in 42 U.S.C. 601(d) and any applicable regulations that:

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act); and
3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

Section 3. That in compliance with Ohio Senate Bill 310, the Director of Finance shall take all necessary action to:

1. On or before October 15, 2020, pay any unencumbered balance of money in the City of Strongsville's Local Coronavirus Relief Fund to the County Treasurer;
2. On or before December 28, 2020, pay the balance of any money in the City of Strongsville's Local Coronavirus Relief Fund to the State Treasury in the manner prescribed by the Director of the Ohio Office of Budget and Management; and
3. Provide any information related to any payments received under Senate Bill 310 to the Director of the Ohio Office of Budget and Management as requested.

Section 4. That the funds shall be placed into and expended out of the Local Coronavirus Relief 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 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 in order to be eligible to receive funds, to accept such funds, 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. 2020 – 076
Page 2

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

Attest: _____
Clerk of Council

ORD. No. 2020-076 Amended: _____
1st Rdg. 05-18-20 Ref: LOW
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2020 – 077

BY: Mayor Perciak and All Members of Council

A RESOLUTION APPROVING THE REPORT OF THE ASSESSMENT EQUALIZATION BOARD ON OBJECTIONS CONCERNING THE ESTIMATED SPECIAL ASSESSMENTS FOR THE IMPROVEMENT OF WILLOW LANE BETWEEN CERTAIN TERMINI BY CONSTRUCTING SANITARY SEWERS, CATCH BASINS AND MANHOLES, INSTALLING SANITARY SEWER SERVICE CONNECTIONS WHERE THEY DO NOT NOW EXIST, AND REPLACING, WHERE NECESSARY, PAVEMENT, DRIVEWAY APRONS, STORM SEWERS AND CULVERTS, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, the Assessment Equalization Board appointed by Resolution No. 2020-050, adopted on April 6, 2020, to hear and determine all objections to the estimated special assessments for the improvement in the City of Willow Lane from a point approximately 230 feet west of its intersection with Prospect Road westerly to its terminus at a cul-de-sac by constructing sanitary sewers, catch basins and manholes, installing sanitary sewer service connections where they do not now exist, and replacing, where necessary, pavement, driveway aprons, storm sewers and culverts, all together with the necessary appurtenances thereto, in accordance with Resolution No. 2020-021, adopted on February 18, 2020, has filed its report with this Council as to its determination of the objections, a copy of which is attached as **Exhibit A**; and

WHEREAS, this Council has reviewed that report and deems it proper in all respects;

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

Section 1. Approval of Report of Assessment Equalization Board. The report of the Assessment Equalization Board referred to in the preambles to this Resolution and attached as **Exhibit A** is approved. The estimated special assessments as reported by the Assessment Equalization Board shall be filed in the office of the Clerk of Council.

Section 2. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 3. Captions and Headings. The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 4. Declaration of Emergency; Effective Date. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this Resolution is required to be immediately effective

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2020 – 077
PAGE 2

to provide for the construction of the improvement, which is needed to eliminate existing and potential hazards to the health and property of the owners of the properties to be assessed by providing sanitary sewage collection service; wherefore, this Resolution shall be in full force and effect immediately upon its adoption and approval by the Mayor.

_____ Approved: _____
 President of Council Mayor

Date Adopted: _____, 2020 Date Approved: _____, 2020

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

Attest: _____
 Clerk of Council

RES
~~ORD.~~ No. 2020-077 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

EXHIBIT A

REPORT OF ASSESSMENT EQUALIZATION BOARD

June 1, 2020

To the Council of the City of Strongsville, Ohio:

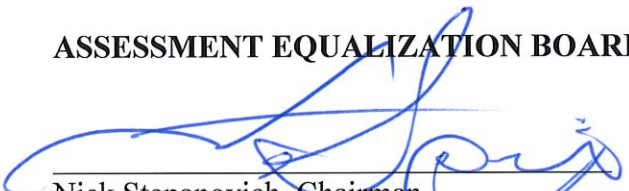
We, the Assessment Equalization Board appointed and acting pursuant to Resolution No. 2020-050, adopted on April 6, 2020, report that at the time and place fixed by that Resolution for its first meeting we took the oath of office and thereafter heard and determined all the objections of the property owners who filed objections to the estimated special assessments for the improvement of Willow Lane from a point approximately 230 feet west of its intersection with Prospect Road westerly to its terminus at a cul-de-sac by constructing sanitary sewers, catch basins and manholes, installing sanitary sewer service connections where they do not now exist, and replacing, where necessary, pavement, driveway aprons, storm sewers and culverts, all together with the necessary appurtenances thereto, in accordance with Resolution No. 2020-021, adopted on February 18, 2020 (the Resolution of Necessity), declaring the necessity of that improvement.

This Board has considered each of the objections to the estimated special assessments, or to the amount and apportionment of those special assessments, and finds those objections are not well taken and therefore overrules and denies each objection.

The Board also finds that the estimated special assessments for this improvement on file with the Clerk of Council are in accordance with the provisions of the Resolution of Necessity, are limited as to each lot and parcel of land to the special benefits conferred thereon, and those special assessments are therefore approved.

This Board finds and determines that all formal actions of this Board concerning and relating to the rendering of this Report were adopted in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with the law and that this Report constitutes the minutes of that hearing and deliberations of this Board.

ASSESSMENT EQUALIZATION BOARD



Nick Stepanovich, Chairman



Robert R. Lucarelli



John W. Rady

* * * * *

I certify that: (i) the foregoing is a true and correct copy of the report of the Assessment Equalization Board, (ii) the report was filed with me as Clerk of Council on or before June 1, 2020, and (iii) the Board has not recommended increasing the estimated special assessment against any lot or land or assessing a lot or land not included in the estimated special assessments, the owner of which has not filed an objection with respect to that lot or land.

Dated: June 1, 2020

Clerk of Council
City of Strongsville, Ohio

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 078

BY: Mayor Perciak and All Members of Council

AN ORDINANCE DETERMINING TO PROCEED WITH THE IMPROVEMENT OF WILLOW LANE BETWEEN CERTAIN TERMINI BY CONSTRUCTING SANITARY SEWERS, CATCH BASINS AND MANHOLES, INSTALLING SANITARY SEWER SERVICE CONNECTIONS WHERE THEY DO NOT NOW EXIST, AND REPLACING, WHERE NECESSARY, PAVEMENT, DRIVEWAY APRONS, STORM SEWERS AND CULVERTS, ALL TOGETHER WITH THE NECESSARY APPURTENANCES THERETO, AND DECLARING AN EMERGENCY.

WHEREAS, this Council has adopted Resolution No. 2020-021 on February 18, 2020 (the Resolution of Necessity), declaring the necessity of making the improvement described in Section 1; and

WHEREAS, this Council has adopted Resolution No. 2020-077 on June 1, 2020, approving the report of the Assessment Equalization Board, appointed by Resolution No. 2020-050, adopted on April 6, 2020;

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

Section 1. Determination to Proceed with Improvement. It is determined to proceed with the improvement in the City of Willow Lane from a point approximately 230 feet west of its intersection with Prospect Road westerly to its terminus at a cul-de-sac by constructing sanitary sewers, catch basins and manholes, installing sanitary sewer service connections where they do not now exist, and replacing, where necessary, pavement, driveway aprons, storm sewers and culverts, all together with the necessary appurtenances thereto.

Section 2. Improvement to Be Constructed in Accordance with Plans, Specifications and Estimate of Cost. The improvement shall be made in accordance with the provisions of the Resolution of Necessity and with the plans, specifications, profiles and estimate of cost previously approved and now on file in the office of the Clerk of Council.

Section 3. Claims for Damages. Any claims for damages resulting from the improvement that have been legally filed shall be inquired into before commencing the construction of the improvement, and the Director of Law is authorized and directed to institute legal proceedings in a court of competent jurisdiction to inquire into those claims.

Section 4. Portion of Cost of Improvement to be Assessed. The portion of the cost of the improvement to be assessed in accordance with the Resolution of Necessity shall be assessed in the manner and the number of installments provided, and on the lots and lands described, in the Resolution of Necessity.

Section 5. Approval of Estimated Special Assessments. The estimated special assessments previously prepared and filed in the office of the Clerk of Council are adopted.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 – 078
PAGE 2

Section 6. Certification and Delivery of Ordinance to County Fiscal Officer. The Clerk of Council shall deliver a certified copy of this Ordinance to the Cuyahoga County Fiscal Officer within 15 days after its passage.

Section 7. Contracts for the Improvement. Subject to the provisions of Section 727.24 of the Revised Code, the Mayor or other appropriate officer of this City is authorized and directed, as soon as the funds are available and the Director of Law has advised that the legal requirements in connection with the undertaking of the improvement are in order, to make and execute a contract for the improvement with the lowest and best bidder after advertising according to law, and the improvement shall be financed as provided in the Resolution of Necessity.

Section 8. Compliance with Open Meeting Requirements. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 9. Captions and Headings. The captions and headings in this Ordinance are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Ordinance unless otherwise indicated.

Section 10. Declaration of Emergency; Effective Date. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for the further reason that this Ordinance is required to be immediately effective to provide for the construction of the improvement, which is needed to eliminate existing and potential hazards to the health and property of the owners of the properties to be assessed by providing sanitary sewage collection service; wherefore, this Ordinance shall be in full force and effect immediately upon its adoption and approval by the Mayor.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____, 2020 Date Approved: _____, 2020

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

Attest: _____
 Clerk of Council

ORD. No. 2020-078 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2020 – 079

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE WILLOW LANE SANITARY SEWER 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 Willow Lane Sanitary Sewer Project, consisting of installation of approximately 1,350 LF of sanitary sewer, manholes, sanitary connections, appurtenances and pavement replacement, from a point approximately 230 feet west of its intersection with Prospect Road westerly to its terminus at a cul-de-sac, in accordance with plans and specifications 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 Sanitary Sewer Fund, from the collection of special assessments to be levied by the City, and such other State and local funds which may be made available for the Project.

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 in order to advertise for public bidding of the aforesaid project in a timely manner to commence such project in order to eliminate hazards and provide for a system of centralized sewage collection, disposal and treatment, to improve properties within the City 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: _____

CITY OF STRONGSVILLE
RESOLUTION NO. 2020 – 079
PAGE 2

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

Attest: _____

Clerk of Council

RES
ORD. No. 2020-079 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 080

By: Mayor Perciak and All Members of Council

AN ORDINANCE ACCEPTING FOR RECORDING PURPOSES ONLY THE SUBDIVISION PLAT FOR COMMERCE PARKWAY, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the plat of Commerce Parkway for the subdivision of Permanent Parcel Nos. 394-03-012 and 394-05-004 ("Property"), is being submitted to this Council for review pursuant to Title Four of Part Twelve entitled "Subdivision Regulations" of the Codified Ordinances of the City of Strongsville; and

WHEREAS, Industrial Land Partners Holdings, LLC and Brighton-Best International, Inc., are the owners of said Property, and Premier Development Partners, LLC, the developer of the Property, have submitted the subdivision plat (attached hereto as Exhibit "1") to the Planning Commission of the City of Strongsville, and the Planning Commission approved the plat on April 30, 2020, subject to certain conditions which have been satisfied; and

WHEREAS, Developer has agreed to pay for the installation and completion of roadway improvements, including, but not limited to, the widening of the south side pavement width of Commerce Parkway from 30' to 36' beginning at Station 20 + 00 to Station 26 + 32, the extension of Commerce Parkway, and installation of sidewalks, curbs, gutters and fire hydrants, required by law and to comply with and abide by all the terms and conditions established by Planning Commission, set forth in the Subdivision Improvements Security Agreement, and contained in the applicable law, the knowledge and/or receipt of which is hereby acknowledged; and

WHEREAS, the City Engineer has reviewed the aforesaid plat, improvement plans and documents and finds them in good order and has approved them, and recommended to the Planning Commission and this Council that this subdivision be approved for recording purposes only; and

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

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

Section 1. That pursuant to Section 1228.03 of the City of Strongsville, this Council hereby approves the form of security by the Developer, and the terms and conditions of the Agreement between the City and the Developer, attached hereto as Exhibit "2"; and it is hereby determined that all of the improvements as shown on the improvement plans on file with the City Engineer and/or required by Section 1228.01 shall be installed in the manner required by the Ordinances of the City on or before October 15, 2020.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 080

Page 2

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

Section 3. That subject to the aforesaid Agreement, the Council of the City of Strongsville does hereby approve the Subdivision Plat submitted by Industrial Land Partners Holdings, LLC and Brighton-Best International, Inc, the owners, and Premier Development Partners, LLC, the developer of Commerce Parkway, in the City of Strongsville for recording purposes only.

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

Section 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville, and to conform to legal requirements. Therefore, provided this Ordinance receives the affirmative vote of three-fourths 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2020-080 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

SUBDIVISION IMPROVEMENTS SECURITY AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2020, by and between **PREMIER DEVELOPMENT PARTNERS, LLC**, an Ohio limited liability company organized and existing under the laws of the State of Ohio, hereinafter called the "Developer," and the **CITY OF STRONGSVILLE**, a municipal corporation of the State of Ohio, hereinafter called "City."

WHEREAS, **INDUSTRIAL LAND PARTNERS HOLDINGS, LLC**, a Delaware Limited Liability Company and **BRIGHTON-BEST INTERNATIONAL, INC.**, a California corporation, are the owners of certain property located in the City of Strongsville; and

WHEREAS, the Developer is desirous of developing lands identified as Permanent Parcel Nos. 394-03-012 and 394-05-004 (the "Property"), known as **COMMERCE PARKWAY**, as the same were approved by the City's Planning Commission on April 30, 2020; and

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

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

WHEREAS, Developer has agreed to pay for the installation and completion of roadway improvements, including, but not limited to, the widening of the south side pavement width of Commerce Parkway from 30' to 36' beginning at Station 20 + 00 to Station 26 + 32, the extension of Commerce Parkway, and installation of sidewalks, curbs, gutters and fire hydrants, required by law and to comply with and abide by all the terms and conditions established by Planning Commission, set forth in this agreement, and contained in the applicable law, the knowledge and/or receipt of which is hereby acknowledged; and

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

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

I. IMPROVEMENTS, SECURITY, ACCEPTANCE AND DEDICATION.

A. Developer shall construct or cause the construction of the public improvements required in or on the Property in accordance with the Improvement Plans as approved by the City Engineer on April 30, 2020, the terms of this Agreement, and the Subdivision Regulations of the City (the "Improvements") and shall pay the total cost thereof. Developer shall complete the Improvements on or before October 15, 2020; unless said time is extended by the City.

Such time extensions may be granted so long as the City Engineer determines that delays in construction are not the result of the actions or inactions of the Developer and that Developer is making reasonable efforts to complete the Improvements. Such extensions shall not be unreasonably withheld.

B. Developer shall convey or dedicate to the City all the public streets, alleys, roads, avenues and public ways in the Subdivision known as **COMMERCE PARKWAY**, as approved by the City's Planning Commission on April 30, 2020.

C. Developer shall convey or dedicate to City or other appropriate public entity or public utility all public sewers, water lines and other public utilities and improvements constructed or caused to be constructed and shall grant easements to said entities as may be required.

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

E. Developer shall secure the performance of this Agreement and all the Improvements work in accordance with the standards established in the Subdivision Regulations and the completion of the Improvements within the time period(s) established herein by providing a Performance Bond and a Payment Bond, each in the amount of **\$1,360,242.00**, in the forms attached hereto respectively as Exhibits "A-1" and "A-2" issued by a surety authorized to do business in the State of Ohio within five (5) business days from the date of execution of this Agreement.

F. The occurrence of one or more of the following events shall constitute a material breach of this Agreement:

1. If the Developer assigns this Agreement, or any interest therein to any person, firm or corporation, or gives to any person, firm or corporation, any order or orders thereon without the consent of the City.

2. If the Improvements shall violate building, subdivision, or zoning laws of the City.

3. If the Improvements are not fully constructed by the completion date(s) established in Paragraph A above, or by any extension date approved by Council pursuant thereto.

4. If the Developer does not construct the Improvements in accordance with plans and specifications that have been approved by the proper City authorities having charge thereof.

5. If the Developer does not permit the City or its authorized agents or employees to enter upon and inspect the same in every part at all reasonable times.

6. If the Developer shall commit an act of bankruptcy or if any relief under the Bankruptcy Act is sought by or against Developer or if a receiver is appointed to take charge of the assets or affairs of the Developer or if Developer should become insolvent.

7. If the Improvements in the judgment of the City Engineer are materially injured or destroyed prior to acceptance by the City, and no insurance or other provision acceptable to the City is made for prompt replacement or repair of the same at no cost to the City.

8. If the Developer fails to perform a material term or condition of this Agreement.

Prior to presentation of a claim under the performance bond, the City shall provide written notice by personal or mail delivery to Developer of the grounds therefor, and shall establish and notify Developer of a time period within which Developer shall be afforded an opportunity to correct or cure the circumstances giving rise thereto. If the circumstances requiring correction or cure involve construction work, such time period for correction or cure shall be no less than forty-five (45) days, unless the City Engineer determines that immediate work is required to protect the public health, safety and welfare, in which case such time period shall be as established by the City Engineer.

G. Upon the proper completion of all of the Improvements, the Developer shall provide to the City an affidavit evidencing all contractors, subcontractors, materialmen and supplier have been duly paid and that there are no liens or encumbrances on any of the Improvements, and the Developer shall supply any and all lien waivers from contractors, subcontractors, materialmen and suppliers as reasonably requested by the City.

H. Upon proper completion of all of the improvements set forth herein, the Developer shall present to the City a maintenance bond securing the maintenance and repair of the improvements for a period of two years in a form approved by the Law Director.

I. Upon proper completion of all of the improvements set forth herein, the Developer shall present to the City an updated policy of title insurance in form approved by the Law Director covering all lands to be dedicated to public use, and showing title to the same to be in the City free and clear of any easements, mortgages, taxes, liens, assessments or other encumbrances of any kind whatsoever except the easements required by the Subdivision Regulations of the City and taxes not yet due and payable.

J. Upon the proper completion of all of the Improvements and their approval by the City Engineer, and if the Improvements then comply with all present state laws, present City ordinances and Planning Commission rules, regulations and requirements, and all other subdivision regulations of the City have been complied with, the City will then accept the Improvements.

II. GENERAL REQUIREMENTS.

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

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

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

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

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

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

G. Developer agrees that prior to the issuance of any building permits within the subdivision, all sanitary sewer systems, storm drainage systems, water mains and required appurtenances shall be completed and approved by the City Engineer.

H. The City shall not be responsible for maintenance or care of the Improvements until the same are accepted by the City.

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

J. This Agreement shall run with the land, as shall also the covenants herein contained, and shall be to the benefit of the City and its successors and assigns.

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

"CITY"
CITY OF STRONGSVILLE

By: _____
Thomas P. Perciak
Title: Mayor _____

"DEVELOPER"
PREMIER DEVELOPMENT PARTNERS, LLC
(an Ohio Limited Liability Company)

By: _____

Its: _____

STATE OF OHIO)
) ss.
COUNTY OF CUYAHOGA)

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Strongsville, Ohio, this ____ day of _____, 2020.

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 **PREMIER DEVELOPMENT PARTNERS, LLC, an Ohio Limited Liability Company**, by _____, its _____, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said limited liability company, and his free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at _____, Ohio, this ____ day of _____, 2020.

Notary Public

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing instrument this ____ day of _____, 2020.

Law Director

THE CINCINNATI INSURANCE COMPANY

Performance Bond

CONTRACTOR (Name, legal status and address):

Premier Development Partners, LLC
5301 Grant Avenue, Suite 100
Cleveland, OH 44126

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

CITY OF STRONGSVILLE
16099 FOLTZ PARKWAY
STRONGSVILLE, OH 44149

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: June 01, 2020

Amount: \$1,360,242.00

Description (Name and location):

Construction of a new road leading to a new building off Commerce Parkway, Strongsville, OH 44149

BOND

Date (Not earlier than Construction Contract Date): June 01, 2020

Amount: \$1,360,242.00

Modifications to this Bond:

None

See Section 16

CONTRACTOR AS PRINCIPAL

Company: Premier Development Partners, LLC (Corporate Seal)

Signature: 

Name and Title:

SURETY

Company: THE CINCINNATI INSURANCE COMPANY (Corporate Seal)

Signature: 

Name and Title: Ann M. Kessler Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Luce, Smith & Scott, Inc.
6860 W Snowville Rd Ste 110
Brecksville, OH

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):



1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which the signature appears.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Definitions

14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract. The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

15 If this Bond is issued for an agreement between a Contractor and subcontractor; the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: _____ (Corporate Seal)
Premier Development Partners, LLC

Company: _____ (Corporate Seal)

Signature: _____

Signature: _____

Name and Title:

Name and Title:

Address:

Address:

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Belinda Fratilla, Gregory Skaljic, Ann Kessler, William Killea, Daniel Skaljic,

of Brecksville, OH

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Ten Million Dollars and 00/100 (\$10,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this day of



Signature of Scott R. Bolen

Assistant Secretary

THE CINCINNATI INSURANCE COMPANY

Payment Bond

CONTRACTOR (Name, legal status and address):

Premier Development Partners, LLC
5301 Grant Avenue, Suite 100
Cleveland, OH 44125

SURETY (Name, legal status and principal place of business):

THE CINCINNATI INSURANCE COMPANY
6200 S. GILMORE ROAD
FAIRFIELD, OHIO 45014-5141

OWNER (Name, legal status and address):

CITY OF STRONGSVILLE
16099 FOLTZ PARKWAY
STRONGSVILLE, OH 44149

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: June 01, 2020

Amount: \$1,360,242.00

Description (Name and location):

Construction of a new road leading to a new building off Commerce Parkway, Strongsville, OH 44149

BOND

Date (Not earlier than Construction Contract Date): June 01, 2020

Amount: \$1,360,242.00

Modifications to this Bond:

None

See Section 18

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
Premier Development Partners, LLC

Signature: _____
Name and Title: _____

SURETY

Company: _____ (Corporate Seal)
THE CINCINNATI INSURANCE COMPANY

Signature: _____
Name and Title: Ann M. Kessler Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY - Name, address and telephone)

AGENT or BROKER:

Luce, Smith & Scott, Inc.
6860 W Snowville Rd Ste 110
Brecksville, OH

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):



1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

7.2 Pay or arrange for payment of any undisputed amounts.

7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16 Definitions

16.1 Claim. A written statement by the Claimant including at a minimum:

- .1** the name of the Claimant;
- .2** the name of the person for whom the labor was done, or materials or equipment furnished;
- .3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4** a brief description of the labor, materials or equipment furnished;
- .5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7** the total amount of previous payments received by the Claimant; and
- .8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

16.3 Construction Contract. The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corporate Seal)
Premier Development Partners, LLC

Signature: _____

Name and Title:

Address:

SURETY

Company: _____ (Corporate Seal)

Signature: _____

Name and Title:

Address:

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Belinda Fratilla, Gregory Skaljac, Ann Kessler, William Killea, Daniel Skaljac,

of Breckeville, OH

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Ten Million Dollars and 00/100 (\$10,000,000.00)

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 10th day of May, 2012.



THE CINCINNATI INSURANCE COMPANY

Signature of Stephen A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 10th day of May, 2012, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this day of



Signature of Scott R. Kober

Assistant Secretary

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2020 – 081

By: Mayor Perciak and All Members of Council

A RESOLUTION DECLARING THE INTENT OF THE COUNCIL OF THE CITY OF STRONGSVILLE TO ACCEPT FOR DEDICATION CERTAIN STREETS WITHIN THE COMMERCE PARKWAY SUBDIVISION, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2020-080 duly passed by this Council on June 1, 2020, the Council of the City of Strongsville accepted the plat submitted by Industrial Land Partners Holdings, LLC and Brighton-Best International, Inc., the owners of the property, and Premier Development Partners, LLC, the developer of the Commerce Parkway Subdivision, for recording purposes only; and

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

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

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

Section 1. That the Council of the City of Strongsville does intend to accept for dedication, the streets shown on the subdivision plat of Commerce Parkway, after all improvements, including utilities, have been installed and approved by the Engineer of the City of Strongsville, and after performance of the terms and conditions of the Agreement between the Developer and the City approved in Ordinance No. 2020-080.

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

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

Section 4. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to assure proper development of all lots and land within the City of Strongsville. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2020 - _____
Page 2

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

RES
ORD. No. 2020-081 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 082

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING THE GENERAL SALARY ORDINANCE NO. 2019-187 TO AMEND ARTICLE 9, SECTIONS 9-002, 9-003 and 9-011 IN ORDER TO ADJUST CERTAIN PROVISIONS CONCERNING SALARY, AND DECLARING AN EMERGENCY.

WHEREAS, the Coronavirus disease, known as COVID-19 has rapidly spread as people all over the world have been infected with the disease and the risk of serious illness is still imminent; and

WHEREAS, the COVID-19 crisis has had a severe negative impact on the economy of the country and our region; and

WHEREAS, this in turn has also adversely affected the financial situation of the City of Strongsville; and

WHEREAS, therefore, this Council has determined to amend certain provisions concerning salary and to adjust the compensation of certain elected and appointed officials, in accordance with State law, all effective June 1, 2020.

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

Section 1. That Article 9 of the General Salary Ordinance be and is hereby amended in order that it shall read in its entirety as follows:

* * *

ARTICLE 9*
Compensation for Specific Positions

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

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

9-001 PURPOSE.

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

9-002 MAYOR.

The Mayor shall be compensated at the annual salary rate of \$150,000.00, **through May 31, 2020**, in pay range 18S of the General Salary Pay Range Schedule in Article 6 of this General Salary Ordinance. **Effective June 1, 2020 through August 31, 2020, the Mayor shall be compensated at the annual salary rate of \$120,000.00. Effective September 1, 2020, the Mayor shall be compensated at the annual salary rate of \$150,000.00, in pay range 18S of the General Salary Pay Range Schedule in Article 6 of this General Salary Ordinance.** Said compensation shall be paid in equal installments in the same manner and form as established for other salaried employees of the City.

9-003 MEMBERS OF COUNCIL.

Members of Council shall be compensated at the following annual salary rates **through May 31, 2020:**

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

Effective June 1, 2020 through August 31, 2020, members of Council shall be compensated at the following annual salary rates:

President of Council	\$16,072.94
President of Council Pro Tem	\$15,573.59
Councilpersons	\$15,073.43

Effective September 1, 2020, Members of Council shall be compensated at the following annual salary rates:

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

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

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

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

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

C. The Clerk and Assistant Clerk of Council when serving as Acting Clerk of Council shall be compensated at the rate of \$110.00 per meeting for attendance at each official meeting of Council.

9-005 BOARDS, COMMISSIONS AND COMMITTEES.

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

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

9-006 LAW DEPARTMENT.

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

B. In the event that the Assistant Law Director (Civil) represents the City, its officers, employees, or agents before any court or administrative agency other than the Council or a Board of the City; or is assigned a special project by the Mayor outside of his/her normal duties, the Assistant Law Director (Civil), for such preparation and appearance, shall be paid additional compensation in addition to the basic compensation established in Articles 4 through 6 hereof. In these matters the Assistant Law Director (Civil) is authorized in case or project preparation and appearance to utilize the services of law clerks, legal assistants/paralegals, and other attorneys associated with the Assistant Law Director (Civil) or in his/her employ. For rendering the services set out herein, the Assistant Law Director (Civil) shall receive compensation in addition to the basic compensation established in Articles 4 through 6 hereof as follows:

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

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

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

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

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

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

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

9-007 RECREATION DEPARTMENT.

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

Pay Range

Position	Minimum	Maximum
Game Official	F 8.70/game	F 45.00/game
Recreation Assistant	H 8.70	H 18.00
Recreation Center Staff	H 8.70	H 20.00
Recreation Facility & Groundskeeper	H 8.70	H 18.00
Recreation Instructor	H 8.70	H 55.00
Personal Trainer	H 8.70	H 55.00
Swim Instructor/Private Lessons	H 8.70	H 55.00
Building Superintendent	H 8.70	H 18.00
Front Desk Attendant	H 8.70	H 18.00
Sports Intern	H 8.70	H 18.00
Fitness Attendant	H 8.70	H 18.00
Head Lifeguard	H 8.70	H 18.00
Lifeguard	H 8.70	H 18.00
Swim Coaches	H 8.70	H 18.00
Lifeguard Instructors	H 8.70	H 18.00
Water Safety Instructors	H 8.70	H 18.00
Pool Scoreboard Operator	H 8.70	H 18.00

Head Camp Counselors	H	8.70	H	18.00
Camp Counselors	H	8.70	H	18.00
Lead Pre-School Instructor	H	8.70	H	18.00
Assistant Pre-School Instructor	H	8.70	H	18.00
Lead Club Rec. Instructor	H	8.70	H	18.00
Assistant Lead Club Rec. Instructor	H	8.70	H	18.00
Tot Room Attendant	H	8.70	H	18.00

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

9-008 SCHOOL GUARDS.

Each school guard employed by the City in locations on school grounds or at points immediately adjacent thereto shall be paid Twelve and 44/100 Dollars (\$12.44) for each session actually worked each school day. "Session" shall mean the time of day for school guard service before schools open, during the lunch period, or after schools close.

9-009 SENIOR SERVICES DEPARTMENT.

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

<u>Position</u>		<u>Minimum</u>		<u>Maximum</u>
Van Driver	H	8.70	H	18.00
Senior Front Desk Attendant	H	8.70	H	18.00
Kitchen Assistant	H	8.70	H	18.00
Senior Instructor	H	8.70	H	55.00

9-010 ECONOMIC DEVELOPMENT DEPARTMENT.

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

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
TIF Incentive/ TIF Specialist (Part-Time)	S \$15,000.00 (annually)	S \$21,800.00

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

9-011 MAGISTRATE OF MAYOR'S COURT.

A. The compensation for the Magistrate of Mayor's Court, a part-time City employee, is established at the following annual salary (S) **through May 31, 2020:**

<u>Position</u>	<u>Salary</u>
Magistrate of Mayor's Court	\$52,750.00

Effective June 1, 2020 through August 31, 2020, the Magistrate of Mayor’s Court, a part-time employee, is established at the following annual salary (S):

<u>Position</u>	<u>Salary</u>
Magistrate of Mayor’s Court	\$42,200.01

Effective September 1, 2020, the compensation for the Magistrate of Mayor’s Court, a part-time employee, is established at the following annual salary (S):

<u>Position</u>	<u>Salary</u>
Magistrate of Mayor’s Court	\$52,750.00

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

* * *

Section 2. That the amendments to Article 9, Sections 9-002, 9-003 and 9-011 shall be effective June 1, 2020.

Section 3. That all other Ordinances or parts of Ordinances in conflict with provisions herewith as they become operative, be and the same are hereby repealed.

Section 4. That the funds for the purposes of this Ordinance shall be appropriated and paid from the General Fund; Police Pension Fund; Street, Construction, Maintenance & Repair Fund; Fire Levy Fund; Fire Pension Fund; Multi-Purpose Complex Fund; Community Diversion Fund; Earned Benefits Fund, Sanitary Sewer Fund, and from any federal, state or county grant funding which may become available for such purposes.

Section 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 immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is necessary to adjust the compensation of various departments of the City, 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: _____

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 - 082
Page 7

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

Attest: _____
Clerk of Council

ORD. No. 2020-082 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 083

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO MAKE PAYMENT TO THE SOUTHWEST REGIONAL COMMUNICATIONS NETWORK COUNCIL OF GOVERNMENTS FOR THE PURCHASE OF ROUTINE MAINTENANCE, REPAIRS AND OTHER SERVICES REQUIRED FOR THE ONGOING GENERAL RADIO NEEDS OF THE CITY OF STRONGSVILLE DURING 2020, AND DECLARING AN EMERGENCY.

WHEREAS, Council, by and through Ordinance No. 2002-133, authorized the Mayor to enter into an agreement for the City of Strongsville to join a Southwest Regional Communications Network Council of Governments ("Southwest COG"), in order to foster cooperation between the Cities of Strongsville, Brook Park, North Royalton and Parma Heights, as members of such Council of Governments, to establish, own, operate and administer a regional communications network for public safety and public service purposes; and

WHEREAS, in 2012, the Cities of Berea, Middleburg Heights and Olmsted Falls, along with Olmsted Township, joined the Southwest COG; and

WHEREAS, the Southwest COG negotiated with Motorola Solutions, Inc. for the purchase of various equipment, supplies, installation, maintenance, repair and other services for the general radio needs for each member of the Southwest COG; and

WHEREAS, thereafter, by and through Ordinance Nos. 2016-139, 2016-205, 2017-188, 2018-185 and 2019-181, Council authorized the City's Director of Finance to make payments to the Southwest COG for a service contract with Motorola Solutions, Inc. during the years 2016, 2017, 2018 and 2019; and

WHEREAS, based upon recommendation of the City's Director of Communication & Technology, this Council again wishes to take advantage of that opportunity for the purchase of a service contract for the routine maintenance and repairs for the general radio and telecommunications needs and requirements of the City, including the Regional Dispatch Center, during 2020.

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

Section 1. That the Director of Finance be and is hereby authorized and directed to pay to the Southwest COG, the total amount of \$76,837.60 in accordance with the invoice attached hereto as Exhibit A, in order to pay Strongsville's proportionate share of the costs involved in the purchase of ongoing routine maintenance, repairs and other services for the general radio needs for the City of Strongsville during 2020.

Section 2. That the funds necessary for the purposes of this Ordinance have been appropriated and shall be paid from the Fire Levy Fund; General Fund; Multi-Purpose Complex Fund; Street Construction, Maintenance & Repair Fund; and the Sanitary Sewer Fund.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 – 083
Page 2

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to continue to provide for the maintenance and repair of the general radio needs of the City of Strongsville, in order to protect and safeguard the safety and welfare of its citizens, and for the continuity of services provided by the City's Department of Public Safety. 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2020-083 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

Southwest Regional Communications Council of Governments

17401 Holland Rd.
Brook Park, OH 44142

INVOICE

DATE:
May 19, 2020

INVOICE #
1

Bill To:
Joseph Dubovec
Finance Department
City of Strongsville
16099 Foltz Industrial Pkwy
Strongsville, OH 44149
(440)238-5720

For:
2020 Expenses

Due:
November 15, 2020

DESCRIPTION	AMOUNT
2020 User Fees	\$ 1,438.40
Budget Expenses	\$ 5,000.00
Motorola Service Contract 01/01/2020 - 12/31/2020	\$ 70,399.20
TOTAL	\$ 76,837.60

Make all checks payable to **Southwest Regional Communications Council of Governments**

Return address:

City of Brook Park
Attn: Asst. Chief Pat Johnson
17401 Holland Rd.
Brook Park, OH 44142

If you have any questions concerning this invoice, contact Marty Healy at (216)548-0119

THANK YOU



2020 SWRCN Billing

\$ 5,758.56 2020 City of Cleveland User Fee

	Radios	User Fees	Budget	1st Radio Maint	2nd Radio Maint	Total
Berea	108	\$ 535.68	\$ 5,000.00	\$ 9,476.00	\$ 13,266.40	\$ 28,278.08
Brook Park	276	\$ 1,368.96	\$ 5,000.00	\$ 21,470.00	\$ 36,769.60	\$ 64,608.56
Middleburg Heights	75	\$ 372.00	\$ 5,000.00	\$ 6,675.00	\$ 15,964.20	\$ 28,011.20
North Royalton	49	\$ 243.04	\$ 5,000.00	\$ 4,240.00	\$ 17,115.00	\$ 26,598.04
Olmsted Falls	82	\$ 406.72	\$ 5,000.00	\$ 7,228.00	\$ 10,119.20	\$ 22,753.92
Olmsted Township	66	\$ 327.36	\$ 5,000.00	\$ 5,836.50	\$ 9,231.60	\$ 20,395.46
Parma Heights	215	\$ 1,066.40	\$ 5,000.00	\$ 7,208.50	\$ 9,960.30	\$ 23,235.20
Strongsville	290	\$ 1,438.40	\$ 5,000.00	\$ 22,560.50	\$ 47,838.70	\$ 76,837.60
	1161	\$ 5,758.56	\$ 40,000.00	\$ 84,694.50	\$ 160,265.00	\$ 290,718.06

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2020 – 084

By: Mayor Perciak and All Members of Council

AN ORDINANCE RATIFYING AND AUTHORIZING PARTICIPATION IN UNITED STATES GENERAL SERVICES ADMINISTRATION CONTRACTS FOR THE PURCHASE OF CELLULAR COMMUNICATIONS SERVICES AND EQUIPMENT FOR USE BY VARIOUS DEPARTMENTS OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, Federal law provides the opportunity for state, local, regional or tribal governments or any instrumentality thereof to participate in contracts of the United States General Services Administration for the purchase of a variety of information technology from contracts awarded under General Services Administration Federal Supply Schedule, Information Technology, as well as from contracts under the Corporate Schedule containing information technology special item numbers; and

WHEREAS, based upon recommendation of the City's Director of Communication & Technology, this Council wishes to take advantage of that opportunity in connection with the purchase of various cellular communications services and equipment, including wireless voice and data services (GSA IT Schedule 70; Contract No. GS-35F-0119P) for use by various City departments retroactive to May 26, 2020 for a two-year period through May 26, 2022.

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 request authority in the name of the City of Strongsville to participate in the United States General Services Administration Federal Supply Schedule, Information Technology contracts for the purchase of cellular communications services and equipment from **CELLCO PARTNERSHIP dba VERIZON WIRELESS** for use by various departments of the City in amounts not to exceed a total of \$137,500.00 retroactive to May 26, 2020 through May 26, 2022, for a two-year period, based upon the rates set forth in the price list for such contract, which the General Services Administration has entered into pursuant to law, and that is on file with the City's Director of Communication & Technology and summarized on Exhibits A and B attached hereto and incorporated herein.

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the United States General Services Administration for such purchases and to directly pay the vendor, under each such contract of the United States General Services Administration in which the City participates for items and services it receives pursuant to the contracts.

Section 3. That any purchases made to date are ratified; and that the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the United States General Services Administrative Cooperative Purchasing Program.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2020 – 084
Page 2

Section 4. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund; Street Construction, Maintenance & Repair Fund; Fire Levy Fund; Multi-Purpose Complex Fund and the Sanitary Sewer 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, and for the further reason that it is immediately necessary to participate in the purchase of such services and equipment in order to maintain necessary communications capabilities with continuity and efficiency in the operation of the various departments of the City, 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council


ORD. No. 2020-084 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



Profile ID 609988

GSA-Federal Supply Schedule Purchase Order

Date:	May 26, 2020
Vendor:	Verizon Wireless
Vendor Address:	10170 Junction Drive Annapolis Junction, MD 20701
Vendor Email:	VZWFederal.Implementations@VerizonWireless.com
Phone:	1.800.561.6227 Option 3
FAX:	1.866.227.4978
Authorized By:	By signing below, I certify that I am have legal authority to bind the listed government agency , that my agency is authorized to purchase under the GSA Federal Supply Schedule and that the use of all products/services purchased is for authorized government use. ANY RESELLING OF PRODUCTS/SERVICES PURCHASED UNDER THIS ORDER ARE STRICTLY PROHIBITED , as the contract and governing regulations require that all FSS purchases will be used for governmental purposes only and will not be resold for personal use. Agency Name: City of Strongsville _____ Signature of Authorized Official:  _____ Printed or typed name: David Sems _____ Printed or typed title: Director of Communications _____
Contact Information:	Email address: Katie.Grace@strongsville.org Phone number: 440-580-3191 FAX number: _____
Billing Information:	<u>13213 Pearl Rd</u> <u>Strongsville, Ohio 44136</u>
Payment Terms:	Net 30
Description of Goods/Services; Pricing:	Cellular service on the accounts listed below (or attached) totaling 210 units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Federal Supply Schedule Number GS-35F-0119P, Rate Plan(s): All GSA-FSS approved rates and features Equipment: Open Market Pricing
Term:	May 26th, 2020 for 24 months through 2022 (month) (day) (#) (year)
Funds Authorized:	Monthly Access Fees for service on 210 Lines (Estimated) \$5,000.00 Equipment charge(s) on 210 Lines (Estimates) \$5000.00 Total Access and Equipment Fees on 210 lines (Estimate) \$125,00.00 Plus applicable fees, taxes and charges
Contract #:	GSA Federal Supply Schedule Contract Number GS-35F-0119P, all terms and conditions are incorporated by reference.
Equipment (Open Market):	None of the equipment listed are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P. All devices and/or accessories are "Open Market" items.
Miscellaneous:	Specify Phones, Delivery, Etc.:
Customer Acceptance:	Signature:  _____ Date: 5/24/2020

For Verizon Wireless internal use only: Approval: _____


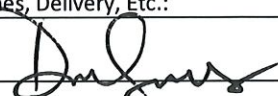
Date: _____

EXHIBIT A



Profile ID 3669201

GSA-Federal Supply Schedule Purchase Order

Date:	May 26, 2020
Vendor:	Verizon Wireless
Vendor Address:	10170 Junction Drive Annapolis Junction, MD 20701
Vendor Email:	VZWFederal.Implementations@VerizonWireless.com
Phone:	1.800.561.6227 Option 3
FAX:	1.866.227.4978
Authorized By:	By signing below, I certify that I am have legal authority to bind the listed government agency , that my agency is authorized to purchase under the GSA Federal Supply Schedule and that the use of all products/services purchased is for authorized government use. ANY RESELLING OF PRODUCTS/SERVICES PURCHASED UNDER THIS ORDER ARE STRICTLY PROHIBITED , as the contract and governing regulations require that all FSS purchases will be used for governmental purposes only and will not be resold for personal use. Agency Name: City of Strongsville _____ Signature of Authorized Official:  _____ Printed or typed name: David Sems _____ Printed or typed title: Director of Communications _____
Contact Information:	Email address: Katie.Grace@strongsville.org Phone number: 440-580-3191 FAX number:
Billing Information:	<u>13213 Pearl Rd</u> <u>Strongsville, Ohio 44136</u>
Payment Terms:	Net 30
Description of Goods/Services; Pricing:	Cellular service on the accounts listed below (or attached) totaling 20 units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Federal Supply Schedule Number GS-35F-0119P, Rate Plan(s): All GSA-FSS approved rates and features Equipment: Open Market Pricing
Term:	May 26th, 2020 for 24 months through 2022 (month) (day) (#) (year)
Funds Authorized:	Monthly Access Fees for service on 20 Lines (Estimated) \$500.00 Equipment charge(s) on 20 Lines (Estimates) \$500.00 Total Access and Equipment Fees on 20 lines (Estimate) \$12,500.00 Plus applicable fees, taxes and charges
Contract #:	GSA Federal Supply Schedule Contract Number GS-35F-0119P, all terms and conditions are incorporated by reference.
Equipment (Open Market):	None of the equipment listed are products listed on GSA Federal Supply Schedule Contract No. GS-35F-0119P. All devices and/or accessories are "Open Market" items.
Miscellaneous:	Specify Phones, Delivery, Etc.:
Customer Acceptance:	Signature:  _____ Date: <u>5/26/2020</u>

For Verizon Wireless internal use only: Approval: _____

Date: _____

EXHIBIT B