



City of Strongsville

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

April 17, 2025

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Brian M. Spring
At-Large

Aimee Pientka, MMC
Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, April 21, 2025**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road:***

Caucus will begin at 6:45 p.m. All committees listed will meet immediately following the previous committee:

6:45 P.M.

Public Service & Conservation Committee will meet to discuss Ordinance No. 2025-041.

Public Safety & Health Committee will meet to discuss Ordinance Nos. 2025-042 and 2025-043.

Recreation & Community Services Committee will meet to discuss Ordinance Nos. 2025-044 and 2025-045.

Planning, Zoning & Engineering Committee will meet to discuss Ordinance Nos. 2025-046, 2025-047 and 2025-048.

Committee of the Whole will meet to discuss Ordinance No. 2025-049.

7:00 P.M.

Regular Council Meeting

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

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council





STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, APRIL 21, 2025 AT 7:00 P.M.
Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio



AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Regular Council Meeting – April 7, 2025*
6. APPOINTMENTS, CONFIRMATIONS AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
 - ECONOMIC DEVELOPMENT – Clark
 - BUILDING & UTILITIES – Roff
 - PUBLIC SERVICE AND CONSERVATION – Roff
 - PUBLIC SAFETY AND HEALTH – Kosek
 - COMMUNICATIONS AND TECHNOLOGY – Kosek
 - RECREATION AND COMMUNITY SERVICES – Kaminski
 - PLANNING, ZONING AND ENGINEERING – Spring
 - SCHOOL BOARD – Carbone
 - SOUTHWEST GENERAL HEALTH SYSTEM – Short
 - FINANCE – Short
 - COMMITTEE-OF-THE-WHOLE – Short
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
 - MAYOR PERCIAK:
 - FINANCE DEPARTMENT:
 - LAW DEPARTMENT:
9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2025-041 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING, AUTHORIZING AND APPROVING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION ANNUAL SALT CONTRACT (018-26) FOR THE PURCHASE OF ROAD SALT FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE DURING THE 2025-2026 SEASON; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2025-042 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR FINANCIAL ASSISTANCE UNDER THE DRUG ABUSE RESISTANCE EDUCATION ("DARE") LAW ENFORCEMENT GRANTS PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2025-043 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH STRYKER FOR THE PURCHASE OF FIVE (5) NEW LUCAS 3 CHEST COMPRESSION SYSTEMS WITH RELATED ACCESSORIES FOR USE BY THE CITY'S FIRE AND EMERGENCY SERVICES DEPARTMENT, AND FOR TRADE-IN OF FOUR (4) EXISTING LUCAS 2 CHEST COMPRESSION SYSTEMS, WITH CREDIT TO BE APPLIED TO THE PURCHASE PRICE, ALL WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2025-044 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING THE FILING OF AN APPLICATION ON BEHALF OF THE CITY OF STRONGSVILLE FOR FUNDING FROM NOACA FOR 2025 THROUGH THE ENHANCED MOBILITY FOR SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM, FOR THE PURCHASE OF A VEHICLE TO PROVIDE TRANSPORTATION SERVICES FOR THE CITY'S SENIOR WHEELS PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2025-045 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING, RATIFYING AND AUTHORIZING THE MAYOR'S ENTERING INTO CONTRACTS FOR THE PURCHASE OF SUPPLYING NATURAL GAS FOR VARIOUS MUNICIPAL FACILITIES AND THE WALTER F. EHRNFELT RECREATION & SENIOR CENTER FROM UNITED ENERGY TRADING, LLC, FOR A THREE-YEAR PERIOD, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2025-046 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND FECHKO EXCAVATING, LLC IN CONNECTION WITH THE FOLTZ PARKWAY EXTENSION PHASE II PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2025-047 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH FLO GLOBAL MANAGEMENT SERVICES IN CONNECTION WITH ACTIVATION, OPERATION AND MANAGEMENT OF THE ELECTRIC VEHICLE CHARGING STATION AT THE CITY OF STRONGSVILLE PUBLIC SQUARE AREA PROPERTY, AND DECLARING AN EMERGENCY.

- Ordinance No. 2025-048 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A PERFORMANCE WARRANTY AGREEMENT WITH FLO SERVICES USA, INC. IN CONNECTION WITH THE ELECTRIC VEHICLE CHARGING STATION AT THE CITY OF STRONGSVILLE PUBLIC SQUARE AREA PROPERTY, AND DECLARING AN EMERGENCY.
- Ordinance No. 2025-049 by Mayor Perciak and All Members of Council. AN ORDINANCE ENACTING SECTION 238.10 OF CHAPTER 238 OF TITLE SIX OF PART TWO-ADMINISTRATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH THE CONDITIONS FOR GOVERNMENT COOPERATIVE PURCHASING IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 041

By: Mayor Perciak and All Members of Council

AN ORDINANCE RATIFYING, AUTHORIZING AND APPROVING PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION ANNUAL SALT CONTRACT (018-26) FOR THE PURCHASE OF ROAD SALT FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE DURING THE 2025-2026 SEASON; 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, the City of Strongsville, Cuyahoga County, (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's ("ODOT") annual road salt bid (018-26) in accordance with Ohio Revised Code 5513.01(B), and hereby agrees to all of the following terms and conditions in its participation of the ODOT annual road salt contract; and

WHEREAS, the Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the annual road salt contract and acknowledges that upon award of the contract by the Director of ODOT, it shall be bound by all such terms and conditions included in the contract; and

WHEREAS, the Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the annual road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

WHEREAS, the Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT annual road salt contract, and agrees that each party hereto shall be responsible for liability associated with that party's own errors, actions and failure to act; and

WHEREAS, the Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

WHEREAS, the Political Subdivision hereby requests through this participation agreement a total of **Nine Thousand (9,000)** tons of Sodium Chloride (Road Salt); and

WHEREAS, the Political Subdivision hereby agrees to purchase a minimum of 85% of its electronically submitted salt quantities from its awarded salt supplier during the contract's effective period; and

WHEREAS, the Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to the ODOT annual salt contract; and

WHEREAS, the Political Subdivision acknowledges that should it wish to rescind this participation agreement, it will do so by written, e-mailed request by no later than Friday, May 2, 2025. The written, e-mailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section e-mail: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement, as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement; and

WHEREAS, this Council wishes to take advantage of this opportunity in the purchase of road salt during the 2025-2026 season, through the State of Ohio Department of Transportation, Contract No. 018-26.

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

Section 1. That Council ratifies, approves and authorizes the Mayor's request for authority in the name of the City of Strongsville to participate in Ohio Department of Transportation contracts for the purchase of Sodium Chloride (Road Salt) at a rate per ton to be determined through the ODOT bidding process for use by the Service Department of the City, in a total amount estimated at **9,000** tons for the winter season and contract, as outlined in the participation agreement, which contract(s) the Department will enter into pursuant to Revised Code Section 5513.01(B).

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of the Ohio Department of Transportation for such purchases, and to directly pay the vendor under such contract of the Ohio Department of Transportation in which the City participates for the items it receives pursuant to the contract.

Section 3. 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 Ohio Department of Transportation annual salt contract.

Section 4. That the funds for the purposes of said contract have been appropriated shall be paid from the Street Construction, Maintenance & Repair Fund; and the State Highway Maintenance 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 such program and purchase such road salt materials for the next winter season in order to provide continuity of services to residents of the City and in the operation of the Department of Public

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 041

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Service, to ensure safe passage on City streets, to comply with Ohio Department of Transportation deadlines, 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

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

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

Ord. No. 2025-041 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 042

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO APPLY FOR FINANCIAL ASSISTANCE UNDER THE DRUG ABUSE RESISTANCE EDUCATION ("DARE") LAW ENFORCEMENT GRANTS PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, in 1993, the Ohio General Assembly and the Governor established the DARE Grants Program within the Office of the Ohio Attorney General now codified in Ohio Revised Code Section 4511.191F(4); and

WHEREAS, the primary purpose of the DARE Grants Program is to provide funds to local law enforcement agencies, specifically for the salaries of certified DARE officers teaching or planning to teach the approved DARE curriculum in the local schools; and

WHEREAS, the Grants Program provides matching funds to defray the costs of an officer's salary, excluding fringe benefits, for a certified DARE officer and also provides a percentage of the cost for School Resource Officers; and

WHEREAS, the City again wishes to apply for such funding in order to assist it with the salaries of one (1) certified DARE officer and two (2) certified School Resource Officers, for the 2025-2026 school year; and

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

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

Section 1. That the Mayor and other appropriate officers of the City be and are hereby authorized and directed to execute and file an application with the Office of the Attorney General of Ohio, under the 2025-2026 DARE Grants Program for funding for the salary of one (1) certified DARE officer and two (2) certified School Resource Officers, to provide the required assurances therein, and to provide all information and documentation required in said application, all as set forth in the application on file with the Chief of Police.

Section 2. That this Council hereby approves the acceptance of any award of funding under such DARE Grant Program for the 2025-2026 school year, and hereby authorizes the Mayor, Director of Finance, Chief of Police, and/or other appropriate officers of the City to do all things necessary in furtherance thereof.

Section 3. That the monies received and the funds required to meet the City's obligation under said application, if any, have been appropriated and are to be paid respectively into and from the General Fund.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 042

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that the prompt execution of such application is required in order to request funding for the 2025-2026 school year, to continue to educate students concerning drug abuse, 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

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2025-042 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 043

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH STRYKER FOR THE PURCHASE OF FIVE (5) NEW LUCAS 3 CHEST COMPRESSION SYSTEMS WITH RELATED ACCESSORIES FOR USE BY THE CITY'S FIRE AND EMERGENCY SERVICES DEPARTMENT, AND FOR TRADE-IN OF FOUR (4) EXISTING LUCAS 2 CHEST COMPRESSION SYSTEMS, WITH CREDIT TO BE APPLIED TO THE PURCHASE PRICE, ALL WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the City's Fire and Emergency Services has four (4) existing LUCAS 2 Chest Compression Systems, which are obsolete and no longer needed for municipal public purpose, as more fully set forth in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the Fire Department is in immediate need of new, upgraded LUCAS Chest Compression Systems; and

WHEREAS, pursuant to Article IV, §3(e) of the City Charter, the Director of Finance is authorized to sell obsolete or surplus equipment in such manner as Council may by ordinance authorize; and

WHEREAS, the Fire Department is in immediate need of replacing the obsolete equipment with five (5) new, upgraded and compatible LUCAS 3 Chest Compression Systems from Stryker, all with related accessories, as reflected in Exhibit A; and

WHEREAS, Stryker is the unique and sole source provider of such equipment, is a reliable and available existing vendor utilized by the City, and can provide the equipment on a timely basis; and

WHEREAS, this Council is desirous of having the Director of Finance sell and trade-in the existing obsolete aforementioned equipment and have the selling price credited against the purchase price of the new, upgraded equipment and accessories; and

WHEREAS, therefore, this Council wishes to enter into a contract with Stryker for the purchase of equipment.

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

Section 1. That this Council finds that the City's Fire and Emergency Services is in need of five (5) new, upgraded LUCAS 3 Chest Compression Systems, all with related accessories, which can be obtained through Stryker.

Section 2. That this Council finds and determines that there is an immediate and present emergency in the operation of the Fire Department of the City of Strongsville in that the

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 043

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Fire Department has four (4) LUCAS 2 Chest Compression Systems, which are obsolete and no longer needed for any municipal purpose, and further finds that it will be in the best interests of the City to sell such equipment and have the selling price applied as a credit against the purchase of the new, upgraded LUCAS 3 Chest Compression Systems, with accessories, pursuant to O.R.C. §721.15, and without public auction.

Section 3. That, for the reasons aforesaid, the Mayor be and is hereby authorized to enter into a contract with **STRYKER** for the purchase of five (5) new, upgraded LUCAS 3 Chest Compression Systems, all with related accessories, in the total amount of \$69,166.85, including trade-ins and discounts, which said vendor has agreed to provide, as more fully set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 4. That the funds for the purposes of said contract have been appropriated and shall be paid from the Emergency Vehicle Fund.

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

Section 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to enter into said contract in order to purchase critical equipment, maintain continuity in the operation of the City of Strongsville Fire Department, to provide for the safety and welfare of the public, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2025-043 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



LUCAS

Quote Number: 10969183

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: STRONGSVILLE FIRE DEPT
Attn:

Rep: Brandon Bucher
Email: brandon.bucher@stryker.com
Phone Number: +1 4409076024

Quote Date: 03/04/2025

Expiration Date: 06/02/2025

Delivery Address

Sold To - Shipping

Bill To Account

Name:	STRONGSVILLE FIRE DEPT	Name:	STRONGSVILLE FIRE DEPT	Name:	CITY OF STRONGSVILLE
Account #:	20020894	Account #:	20020894	Account #:	20128071
Address:	17000 PROSPECT RD	Address:	17000 PROSPECT RD	Address:	16099 FOLTZ PKWY
	STRONGSVILLE		STRONGSVILLE		STRONGSVILLE
	Ohio 44149-5556		Ohio 44149-5556		Ohio 44149-5501
Attn:	BRIAN TOMCANY				

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	5	\$17,613.20	\$88,066.00

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TIM-LUC2-LUC3	TRADE-IN-STRYKER LUCAS 2 TOWARDS PURCHASE OF LUCAS 3.1	4	-\$5,000.00	-\$20,000.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$1,100.85
Grand Total:	\$69,166.85

Comments:

EXHIBIT A



LUCAS

Quote Number: 10969183

Remit to: Stryker Sales, LLC
21343 NETWORK PLACE
CHICAGO IL 60673-1213
USA

Version: 1

Prepared For: STRONGSVILLE FIRE DEPT

Attn:

Rep: Brandon Bucher

Email: brandon.bucher@stryker.com

Phone Number: +1 4409076024

Quote Date: 03/04/2025

Expiration Date: 06/02/2025

Prices: In effect for 30 days

Terms: Net 30 Days

Terms and Conditions:

Deal Consummation: This is a quote and not a commitment. This quote is subject to final credit, pricing, and documentation approval. Legal documentation must be signed before your equipment can be delivered. Documentation will be provided upon completion of our review process and your selection of a payment schedule. Confidentiality Notice: Recipient will not disclose to any third party the terms of this quote or any other information, including any pricing or discounts, offered to be provided by Stryker to Recipient in connection with this quote, without Stryker's prior written approval, except as may be requested by law or by lawful order of any applicable government agency. A copy of Stryker Medical's terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html.



November 2024

Stryker is the sole-source provider in the Hospital (hospitals and hospital-owned facilities), Emergency Response Services and Emergency Response Training (paramedics, professional and volunteer fire) markets in the U.S. for the following products:

- New LIFEPAK® 35 monitor/defibrillators
- New LIFEPAK® 15 monitor/defibrillators
- New LIFEPAK 20e defibrillator/monitors
- New LIFEPAK CR2 automated external defibrillators
- New LIFEPAK CR2 cellular automated external defibrillators
- New LIFEPAK 1000 automated external defibrillators
- New HeartSine® samaritan PAD automated external defibrillators
- New LUCAS® chest compression system
- CODE-STAT™ data review software and service

Stryker is the sole source provider in all markets for the following products and services:

- RELI™ (Refurbished Equipment from the Lifesaving Innovators) devices
- LIFENET® system and related software
- ACLS (non-clinical) LIFEPAK defibrillator/monitors
- LIFELINKcentral™ Government Campus Solution
- MultiTech 4G and Titan III gateways
- Factory-authorized inspection and repair services which include repair parts, upgrades, inspections and repairs.

Stryker does not authorize any third parties to sell these products or services in the markets listed above. We will not fulfill orders placed by non-authorized businesses seeking to resell our products or services. If you have questions, please feel free to contact your local Stryker customer service representative at 800.442.1142.

Sincerely,

Matt Van Der Wende, Vice President, Americas Sales

Stryker or its affiliated entities own, use, or have applied for the following trademarks or services marks: LIFELINKcentral, LIFEPAK, LUCAS, CODE-STAT, RELI, LIFENET, Stryker. All other trademarks are trademarks of their respective owners or holders. The absence of a product, feature, or service name, or logo from this list does not constitute a waiver of Stryker's trademark or other intellectual property rights concerning that name or logo.

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Emergency Care

11811 Willows Road NE, Redmond, WA 98052 USA | P +1 425 867 4000 | Toll-free +1 800 442 1142 | stryker.com

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 044

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING THE FILING OF AN APPLICATION ON BEHALF OF THE CITY OF STRONGSVILLE FOR FUNDING FROM NOACA FOR 2025 THROUGH THE ENHANCED MOBILITY FOR SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAM, FOR THE PURCHASE OF A VEHICLE TO PROVIDE TRANSPORTATION SERVICES FOR THE CITY'S SENIOR WHEELS PROGRAM; AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville Department of Recreation & Senior Services coordinates with the City of Berea, and other agencies, to operate the Senior Wheels program, which provides transportation services for the elderly and persons with disabilities who reside within those communities; and

WHEREAS, the Senior Wheels program has documented a need to replace a vehicle for use in its transportation services; and

WHEREAS, therefore, the City of Strongsville is desirous of applying for funding to replace such vehicle, from the Northeast Ohio Areawide Coordinating Agency (NOACA) for Cleveland Urbanized Area Federal Transit Administration (FTA) funding from the Enhanced Mobility for Seniors and Individuals with Disabilities Program (Section 5310); and

WHEREAS, NOACA is designated recipient of the Enhanced Mobility for Seniors and Individuals with Disabilities (Section 5310) program for the Cleveland Urbanized Area, authorized to make grants to public bodies, private nonprofit organizations, and other eligible entities; and

WHEREAS, the Enhanced Mobility for Seniors and Individuals with Disabilities program provides eighty percent (80%) federal funds for capital projects to support alternatives to public transportation projects that assist seniors and individuals with Disabilities, new or expanded transportation services and alternatives that go beyond the requirements of the Americans with Disabilities Act (ADA) of 1990 for individuals with disabilities; and

WHEREAS, the Enhanced Mobility for Seniors and Individuals with Disabilities program is paid on a reimbursement basis requiring the applicant to first expend funds then request reimbursement from NOACA, which will, in turn, request the funds from FTA; and

WHEREAS, the City of Strongsville certifies it will provide local matching funds for capital or planning projects from sources other than federal Department of Transportation funds; and

WHEREAS, the City of Strongsville agrees to abide by federal requirements as a sub-recipient of FTA funds, including federal fiscal year 2015 Certifications and Assurances inclusive of provisions of Title VI of the Civil Rights Act of 1964, and all subsequent annual Certifications and Assurances during the length of the agreement, including federal procurement, maintenance, useful life, disposition standards, and ongoing reporting; and

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2025 – 044
Page 2

WHEREAS, the City of Strongsville is authorized to execute a contract with NOACA if selected for the Enhanced Mobility for Seniors and Individuals with Disabilities program.

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

Section 1. That this Council hereby approves the filing of an application with NOACA for 2025 for Cleveland Urbanized Area Federal Transit Administration funding from the Enhanced Mobility for Seniors and Individuals with Disabilities Program (Section 5310), on behalf of the City of Strongsville for funding for a new vehicle, as more fully set forth in the application on file in the office of the Director of Recreation & Senior Services; and further authorizes the Mayor, Director of Finance, Director of Recreation & Senior Services and/or their authorized representatives to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith.

Section 2. That the funds necessary to carry out the purposes of this Ordinance, and to pay the City's share, have been appropriated and shall be paid from the Multi-Purpose Complex Fund.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to approve the filing of the application in order to continue the Senior Wheels program and to provide an adequate vehicle for transportation service for the elderly and individuals with disabilities, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

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

Ord. No. 2025-044 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 045

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING, RATIFYING AND AUTHORIZING THE MAYOR'S ENTERING INTO CONTRACTS FOR THE PURCHASE OF SUPPLYING NATURAL GAS FOR VARIOUS MUNICIPAL FACILITIES AND THE WALTER F. EHRSFELT RECREATION & SENIOR CENTER FROM UNITED ENERGY TRADING, LLC, FOR A THREE-YEAR PERIOD, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2022-175, Council approved and authorized the City entering into an agreement with United Energy Trading, LLC for the purpose of supplying natural gas to various City buildings and facilities located within the City of Strongsville for a three-year period to end December 31, 2025; and

WHEREAS, inasmuch as the current agreements for natural gas with the aforementioned United Energy Trading, LLC will expire at the end of this year, the City has determined that it would be in the City's best interests to continue utilizing this current natural gas supplier; and

WHEREAS, in order to participate in the most advantageous pricing available for the supply of natural gas to the City's various municipal buildings, it has become necessary for the City to immediately again enter into agreements with United Energy Trading, LLC for the next three-year period beginning January 1, 2026.

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

Section 1. That this Council finds and determines, as set out in Article V, § 5 of the City Charter, that it would be in the best interests of the City of Strongsville to again purchase natural gas, without public bidding, for a three (3) year period beginning January 1, 2026 to December 31, 2028, for various municipal facilities and the Walter F. Ehrnfelt Recreation & Senior Center, from **UNITED ENERGY TRADING, LLC**, a public utility and supplier of natural gas, for the continued and efficient operation of these municipal facilities for the benefit of the public health, safety and welfare, and to conserve public funds.

Section 2. That for the reasons aforesaid, this Council hereby approves, ratifies and authorizes the Mayor entering into contracts with **UNITED ENERGY TRADING, LLC**, without public bidding, for the purchase of natural gas for various municipal facilities and the Walter F. Ehrnfelt Recreation & Senior Center, during a three-year term, in the forms attached hereto as Exhibits A and B, and incorporated herein, and at prices as reflected on the Contract.

Section 3. That the funds for the purpose of the aforesaid agreements and expenditures will be appropriated for 2026, and shall be paid for all years of the agreements from the General Fund; Fire Levy Fund; Multi-Purpose Complex Fund; Sanitary Sewer Fund; Street Construction, Maintenance and Repair Fund; and Southwest Emergency Dispatch Fund.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2025 – 045
Page 2

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

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into said Contract in order to continue operation of various building facilities within the City, without interruption, at advantageous prices for natural gas purchasing, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

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

Ord. No. 2025-045 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



TRANSACTION CONFIRMATION FOR
IMMEDIATE DELIVERY

Date: 4/15/2025
TCH: _____

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated 4/15/2025
The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt unless otherwise specified in the Base Contract.

SELLER

United Energy Trading, LLC
225 Union Blvd., Suite 200
Lakewood, CO 80228

Attn: Jen Williams
Phone: (303) 991-3905
Email: Natgasconfrms@uetllc.com

BUYER

City of Strongsville
16099 Foltz Industrial Parkway
Strongsville, OH 44149

Attn: Thomas Perciak
Phone: (440) 580-3262
Email: ~~XXXXXXXXXXXX~~
tom.perciak@strongsville.org

Delivery Period: Begin 1/1/2026 End 12/31/2028

Contract Price: \$6.45 per Burnertip Mcf, plus charges pursuant to item 3 on the Base Contract. Broker Fees are included if applicable.

Performance Obligation and Contract Quantity:

Firm

Estimated Monthly Contract Volumes:

Burnertip Mcf

January	1,828	May	225	September	361
February	1,803	June	138	October	607
March	1,343	July	125	November	2,214
April	343	August	179	December	2,811

Delivery Point(s): Columbia Gas of Ohio - City Gate

Special Provisions: Firm service, full-requirements delivery based on Buyer's usage requirements.

Billing: Utility Consolidated Billing

LDC/Swing Tolerance: COH Choice, 100% Swing, fully volumetric

Swing Pricing Provisions:

Meter Numbers: See Exhibit A

LDC Account Number: See Exhibit A

Service Address: See Exhibit A

Annual Estimated Volume: 11,977 Burnertip Mcf

Tariff Changes and Other Transporter Issues: If there are any changes to the tariffs of any natural gas pipelines or local distribution companies that materially affect any gas transactions or associated costs and fees under this Contract, the parties shall amend, in good faith, this Transaction Confirmation, as applicable, to equitably preserve the balance of costs, risks, and benefits agreed to by the parties prior to such Tariff changes.

Other Terms: To the extent any Transaction entered into subject to this Confirmation contains an embedded option, then the parties hereto intend that the Transaction fall within either (i) the Forward Contract Exclusion based on facts and circumstances and by satisfying the following seven (7) factors: (1) the embedded option does not undermine the overall nature of the Transaction as a whole; (2) the predominant feature of the Transaction is actual delivery; (3) the embedded option cannot be severed and marketed separately; (4) seller intends at the time it enters into the Transaction, to deliver the underlying nonfinancial commodity if the option is exercised; (5) buyer intends at the time it enters into the Transaction, to take delivery of the underlying nonfinancial commodity if it exercises the embedded option; (6) both parties are Commercial Parties (as defined below); and (7) the exercise or non-exercise of the embedded option is based primarily on physical factors or regulatory requirements that reasonably influence the demand for, or the supply of, the non financial commodity, or (ii) the Trade Option Exemption if it is (A) the offeree/buyer of such option, it is a producer, processor, commercial user of, or a merchant handling the commodity, or the products or byproducts thereof, that is/are the subject of the transaction (a "Commercial Party") and it is entering into the Transaction solely for purposes related to its business as such, and/or (B) the offeror/seller of such option, it is either a Commercial Party and it is entering into the transaction solely for purposes related to its business as such or it is an "eligible contract participant" as defined in Section 1a(18) of the Commodity Exchange Act.

OFO/OMO: In the event of Operational Orders Issued by Transporter or LDC, Buyer shall be responsible for maintaining gas consumption levels at the referenced facility(ies) within the order tolerance levels. If the Buyer fails to maintain gas consumption levels at the referenced facility(ies) within the order tolerance levels during the Operational Orders, Seller shall charge Buyer for such volumes at the daily market price associated with the highest locational pricing on that day available to the Seller. Operational Order resolution shall be consistent with the applicable LDC and/or Transporter tariff.

Material Deviation: The Contract Price is based on Buyer's Contract Quantity for the accounts shown. Seller and Buyer agree that actual usage may vary somewhat in the future. However, to the extent actual usage is more than twenty-five percent (25%) higher than the Contract Quantity or more than twenty-five percent (25%) below the Contract Quantity without prior notification from Buyer and such differences cannot be explained by ambient air temperatures proportionately higher or lower than the historical average, then Seller may charge Buyer current market prices at the Delivery Point for Buyer's increased usage or assess liquidated charges to Buyer calculated using current market prices at the Delivery Point for gas Buyer failed to consume.

Seller: United Energy Trading, LLC

Buyer: City of Strongsville

By: _____
Print Name: Rene Garza
Title: Director of Origination
Date: _____

By:
Print Name: Thomas P. Perciak
Title: Mayor
Date: 4/15/25

EXHIBIT A

Exhibit A

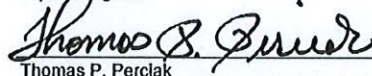
Addendum to Transaction Confirmation between United Energy Trading, LLC and City of Strongsville 4/15/2025

LDC Acct #	Service Address	City	ST	Zip	Meter#/Comments/Notes
124786590022	13213 Pearl Rd.	Strongsville	OH	44136	10761
124786590013	18688 Royalton Rd.	Strongsville	OH	44136	10761
124681570019	22000 Lunn Rd.	Strongsville	OH	44136	10761
124786590040	16099 Foltz Parkway	Strongsville	OH	44136	10761
124786570026	11297 Webster Rd.	Strongsville	OH	44136	10761
146133900014	15939 Drake Rd.	Strongsville	OH	44136	10761
125594250010	22000 Albion Rd.	Strongsville	OH	44136	10761
124786590031	17000 Prospect Rd	Strongsville	OH	44149	10761
124780610010	18825 Royalton Rd.	Strongsville	OH	44136	10761

Seller: United Energy Trading, LLC

By: _____
 Print Name: Rene Garza
 Title: Director of Origination
 Date: _____

Buyer: City of Strongsville

By: 
 Print Name: Thomas P. Perclak
 Title: Mayor
 Date: 4/15/25



Natural Gas Base Contract

Date: April 15, 2025

Seller:

United Energy Trading, LLC
225 Union Blvd., Suite 200
Lakewood, CO 80228

Contact: Rene Garza
Telephone: 614-956-6167
E-mail: rgarza@UETLLC.com
Legal Notices: generalcounsel@uetllc.com

Buyer:

City of Strongsville
16099 Foltz Industrial Parkway
Strongsville, OH 44149

Contact: Thomas Perciak
Telephone: (440) 580-3262
E-mail: thomas.perciak@strongsville.org
tom.perciak@strongsville.org

1. Facility(ies) Covered by This Base Contract:

All facilities identified in any current or future
Transaction Confirmation

Utility Account Service # (s):

See Transaction Confirmation/Exhibit A

2. **Contract Quantity:** The quantity of natural gas purchased by Buyer and delivered by Seller under this Base Contract shall equal Buyer's monthly natural gas consumption quantity for the facility(ies) listed above (the "Facilities"), as measured by the applicable natural gas local distribution company during its normal monthly meter-reading process, plus an offset for imbalance between nominated and scheduled quantities. Buyer shall purchase its full natural gas requirements for the Facilities from Seller during the Delivery Period of this Base Agreement.

3. **Contract Price:** The Contract Price for all quantities of natural gas delivered under the Initial Period (as defined in Section 5) of this Base Contract shall be equal to the price detailed in the Transaction Confirmation plus any incremental charges or surcharges imposed by any applicable natural gas pipeline and/or local distribution company, subject to adjustment after the Initial Period in accordance with the General Terms and Conditions.

4. **Delivery Point(s):** Columbia Gas of Ohio - City Gate

5. Delivery Period:

Initial Period Begin: 1/1/2026 Initial Period End: 12/31/2028

The purchase and delivery obligations under this Base Contract shall commence on the Initial Period Begin date and remain in effect until the Initial Period End date (the "Initial Period"), after which Seller can automatically renew for successive one (1) Month periods (each a "Renewal Period") at a price tied to the Platts Inside FERC 1st of the month index closest to the Delivery Point plus applicable adders, unless either party terminates this Base Contract, effective as of the end date of the then-applicable Initial Period or Renewal Period, by providing notice to the other party at least fifteen (15) days prior to the end of the Initial Period or Renewal Period. Notwithstanding anything to the contrary in the foregoing, Buyer may terminate this Base Contract prior to such end date if Buyer pays Seller a termination fee equal to the cost of unwinding previously purchased gas in accordance with the current Transaction Confirmation.

6. **Nomination and Imbalance:** Seller and Buyer shall coordinate their activities in nominating any volumes of natural gas for delivery, giving sufficient time to meet the deadlines of the affected natural gas pipelines and/or local distribution companies, and shall use commercially reasonable efforts to avoid any imposition of imbalance charges by such natural gas pipelines and/or local distribution companies.

7. **Operational Flow Orders:** In the event of Operational Orders issued by Transporter or LDC, Buyer shall be responsible for maintaining gas consumption levels at the referenced facility within the order tolerance levels. Operational Order resolution shall be consistent with the applicable LDC and/or Transporter tariff.

8. **Terms and Conditions:** The General Terms and Conditions for Retail Sales of Natural Gas attached to this Base Contract (the "General Terms and Conditions") are incorporated herein by reference and made a part hereof.

Seller: United Energy Trading, LLC

By: _____
Print Name: Rene Garza
Title: Director of Origination
Date: _____

Buyer: City of Strongsville

By: Thomas P. Perciak
Print Name: Thomas P. Perciak
Title: Mayor
Date: 4/15/25

GENERAL TERMS AND CONDITIONS FOR RETAIL SALES OF NATURAL GAS

These General Terms and Conditions for Retail Sales of Natural Gas (these "General Terms and Conditions") and the Natural Gas Base Contract to which they are attached, as such Natural Gas Base Contract may be amended from time to time by one or more Fixed Price Natural Gas Transaction Confirmations (the "Base Contract"), shall be construed together as a single integrated agreement (the "Contract") between United Energy Trading, LLC ("Seller" or "UET") and Customer ("Buyer").

1. **Performance:** Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the quantity of natural gas ("Gas") agreed to in the Base Contract (the "Contract Quantity") in accordance with the terms of this Contract.
2. **Transportation:** Seller shall arrange and pay for transportation needed to deliver Gas to the applicable delivery point agreed to by the parties in the Base Contract (the "Delivery Point") during the relevant period (including any applicable renewal period) during which deliveries are to be made as agreed by the parties in the Base Contract (the "Delivery Period").
3. **Tariff Changes and Other Transporter Issues:** If there are any changes to the tariffs of any natural gas pipelines or local distribution companies that materially affect any Gas transactions under this Contract, the parties shall amend these General Terms and Conditions and/or the terms and conditions of the Base Contract, as applicable, to equitably preserve the balance of costs, risks, and benefits agreed to by the parties prior to such tariff changes. Seller shall not be liable for any damages associated with any failure or delay in providing services or other performance under this Contract to the extent that such failure or delay is due to failure or delay in Buyer being enrolled in Seller's shipper pool with respect to the applicable natural gas pipelines or local distribution companies.
4. **Pricing:** The amount to be paid by Buyer to Seller with respect to any Gas transaction under the Base Contract shall be equal to the product of (i) the quantity of Gas delivered by Seller in connection with such transaction, multiplied by (ii) the contract price agreed to by the parties with respect to such transaction under the Base Contract (the "Contract Price"). Seller may adjust the Contract Price after the Initial Period to a price tied to the Platts Inside FERC 1st of the month index closest to the Delivery Point plus applicable adders.
5. **Taxes:** Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point. Buyer shall pay or cause to be paid all Taxes imposed on or with respect to the Gas at and after the Delivery Point. If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. If Buyer is entitled to an exemption from any such Taxes or charges, Buyer shall furnish Seller with any necessary documentation of such exemption.
6. **Billing and Payment:** Seller shall invoice Buyer for Gas delivered and received during the preceding month. If the actual quantity delivered is not known by the billing date, Seller shall invoice Buyer based upon Seller's estimated volume. The invoiced quantity will then be adjusted to the actual quantity on the following month's billing or as soon as practicable thereafter as actual delivery information is available. Additionally, Buyer shall be responsible for any and all charges and amounts resulting from rebills from the applicable utility/local distribution company. Rebills shall be passed through by Seller on the invoice month following receipt of the rebill from the applicable utility/local distribution company by Seller, or as soon as practicable thereafter. Buyer will remit in full to Seller the invoice amount, in immediately available funds, within twenty (20) calendar days after Seller's issuance of the invoice. If Buyer, in good faith, disputes the amount of any such invoice or any part thereof, Buyer will pay such amount as it concedes to be correct; provided, however, if Buyer disputes the amount due, it shall only be permitted to withhold any disputed amount if it provides supporting documentation acceptable in industry practice to support its determination regarding such disputed amount. Buyer and Seller shall promptly resolve any billing dispute. If Buyer fails to pay the invoice amount when due, Seller may collect from Buyer, in accordance with applicable law, a late charge equal to the lower of (i) (a) one and one-half percent (1 1/2%) of the outstanding balance per month or (b) Five Dollars (\$5.00) per month, whichever is greater; or (ii) the maximum applicable lawful interest rate, and Seller may pursue any other remedy available to Seller under the terms of the Contract. All invoices shall be conclusively presumed final and accurate unless either party questions the accuracy of such invoices in writing, with adequate explanation and/or documentation, within two (2) years after the month in which the relevant invoice is received by Buyer; provided that if a determination of any Gas volumes transacted by Seller and Buyer is affected by any changes made to a third party's determination of any respective Gas volumes received or delivered by Seller, including any changes by applicable natural gas pipelines or local distribution companies due to meter corrections, rebills, or other reasons, then Seller shall pass through such changes, including any resulting additional Gas costs or imbalance charges, to Buyer within thirty (30) days of Seller's settlement of such changes with such third party. For the avoidance of doubt, such third party adjustments shall not be subject to the above two (2) year limitation noted in this Section 6.
7. **Remedy:** If Seller fails to perform any obligation to deliver Gas to Buyer hereunder and such nonperformance is not otherwise excused under this Contract, Seller shall pay Buyer an amount equal to (i) the positive difference, if any, between the purchase price paid by Buyer in order to acquire replacement Gas and the Contract Price for such Gas, adjusted for commercially reasonable differences in transportation costs to or from the applicable Delivery Point, multiplied by (ii) the difference between the Contract Quantity for the day(s) of such breach and the quantity actually delivered by Seller for such day(s). If Buyer has used commercially reasonable efforts to replace the Gas and no such replacement is available, then Seller shall pay Buyer an amount equal to (i) the positive difference, if any, between the fall-back index price set forth on the Base Contract or otherwise agreed to by the parties or, if not so agreed to, for the delivery point on the applicable pipeline that is closest to the applicable Delivery Point and for which an index price is published by Platts (the "Fall-Back Index Price") for such Gas and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the applicable Delivery Point, multiplied by (ii) the difference between the Contract Quantity for the day(s) of such breach and the quantity actually delivered by Seller for such day(s). If Buyer fails to perform any obligation to receive Gas from Seller hereunder and such nonperformance is not otherwise excused under this Contract, Buyer shall pay Seller an amount equal to (i) the positive difference, if any, between the Contract Price for such Gas and the sales price received by Seller in selling such Gas to a third party, adjusted for commercially reasonable differences in transportation costs to or from the applicable Delivery Point, multiplied by (ii) the difference between the Contract Quantity for the day(s) of such breach and the quantity actually received by Buyer for such day(s). If Seller has used commercially reasonable efforts to sell the Gas and no such sales are reasonably available, then Buyer shall pay Seller an amount equal to (i) the positive difference, if any, between the Contract Price and the Fall-Back Index Price for such Gas, adjusted for commercially reasonable differences in transportation costs to or from the applicable Delivery Point, multiplied by (ii) the difference between the Contract Quantity for the day(s) of such breach and the quantity actually received by Buyer for such day(s). The remedy provided for in this Section 7 shall be the sole and exclusive remedy available to the parties with respect to the volume of Gas delivered or received by the parties under the Contract, except as otherwise provided in Section 10 upon the occurrence of an Event of Default.
8. **Force Majeure:** Except with regard to a party's obligation to make payment(s) due hereunder, neither party shall be liable to the other for failure to perform any obligation hereunder to the extent such failure was caused by Force Majeure. "Force Majeure" means any cause not reasonably within the control of the party claiming suspension of its obligations due to Force Majeure, including but not limited to the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorism, insurrections or wars; (iv) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction; (v) interruptions of any upstream transportation scheduled as Firm; and (vi) any cause recognized as "Force Majeure," "Uncontrollable Force," or similar cause under an applicable natural gas pipeline or local distribution company tariff. "Firm" shall mean transportation of Gas that is allowed to be interrupted by the applicable natural gas pipeline or local distribution company tariff without liability only to the extent that such interruption is due to

9. **Credit Terms:** If Buyer does not meet Seller's credit standards at any time, Seller shall be entitled to request that Buyer provide or establish credit support for Buyer's obligations under the Contract, including, but not limited to, an Irrevocable standby letter of credit, a prepayment, a guaranty, or other good and sufficient security of a continuing nature, all in the form, amount, and for a term as determined by and acceptable to Seller.

10. **Events of Default:** In addition to any and all other remedies available to Seller under this Contract and any other damages allowed by law, Seller shall have the right, at its sole election and upon written notice, to immediately (A) withhold and/or suspend deliveries, or (B) terminate and/or liquidate this Contract, upon the occurrence of any of the following events (each an "Event of Default"): (i) Buyer fails to pay any amount due to Seller under the Contract on or before the second business day following Seller's delivery of written notice to Buyer that such payment is past due; (ii) Buyer makes an assignment or any general arrangement for the benefit of creditors, files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or has such petition filed or proceeding commenced against it, or otherwise becomes bankrupt or insolvent (however evidenced), becomes unable to pay its debts as they fall due, or has a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (iii) Buyer fails to provide the required credit support within two (2) business days as requested by Seller in accordance with Section 9; or (iv) Buyer otherwise fails to comply with the terms of this Contract. If Seller elects to liquidate this Contract, Seller shall make a good faith determination of all amounts owing from Buyer under this Contract for the remainder of the Delivery Period, whether or not then due, in a manner that accounts for the Contract Quantity not received by Buyer, the Contract Price for such Contract Quantity not received by Buyer and the market price at which Seller could sell to a third party the Contract Quantity that is not received by Buyer, due to the termination of the Contract. Promptly following such determination, Seller shall provide an invoice for such amounts to Buyer and Buyer shall pay to Seller the amounts owed pursuant to this Section 10 within ten (10) days of the issuance of Seller's invoice.

11. **Risk of Loss; Warranty; Indemnity:** Title to any Gas delivered hereunder shall pass from Seller to Buyer at the Delivery Point. Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the Delivery Point. Buyer shall have responsibility for and any liability with respect to said Gas at and after its delivery to Buyer at the Delivery Point. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury including any wrongful death action, or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury including any wrongful death action, or property damage from said Gas or other charges thereon which attach after title passes to Buyer. Seller warrants that it will have the right to convey and will transfer good and marketable title to all Gas delivered to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 11, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXPRESSLY DISCLAIMED.

12. **Damages:** DAMAGES UNDER THIS CONTRACT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. IN NO EVENT SHALL EITHER BUYER OR SELLER BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES.

13. **Assignment; Amendment:** Buyer must inform Seller of any account changes (i.e. sale of a property to a new owner, closing of property, etc.) as soon as reasonably possible and may not assign this Contract in whole or in part without Seller's prior written consent. Unless and until this Contract has been novated (in whole or in part) to a new owner, Buyer shall remain responsible for any and all fees and charges under this contract (including monthly invoices for all improperly transferred accounts), and including, for the avoidance of doubt, any early termination fees resulting under this Contract. This Contract will be binding on the parties' respective successors and assigns. No amendment of this Contract or its terms will be valid unless agreed to in writing by both parties.

14. **Quality and Measurement:** All Gas delivered by Seller shall meet the pressure, quality, and heat content requirements of the Receiving Transporter (as defined below). The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter. "Receiving Transporter" shall mean any gas gathering or pipeline company, or local distribution company, acting in the capacity of a transporter and receiving Gas at a Delivery Point, or any gas gathering or pipeline company, or local distribution company delivering Gas at a Delivery Point, as applicable.

15. **Priority:** In the event of a conflict among the terms of (i) a Fixed Price Natural Gas Transaction Confirmation executed by the parties, (ii) the Base Contract, and (iii) these General Terms and Conditions, the terms of the documents or agreements shall govern in the priority listed in this sentence.

16. **Choice of Law; Resolution of Disputes; Arbitration; WAIVER OF JURY TRIAL:** The interpretation and performance of this Contract shall be governed by the laws of the State of Ohio, excluding, however, any conflict of laws rule that would apply the law of another jurisdiction. Any dispute arising out of this Contract not resolved voluntarily by the parties shall be submitted for binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. TO THE EXTENT A CLAIM IS HELD TO BE NOT ARBITRABLE, EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH CLAIM.

17. **Severability:** If any provision in this Contract is determined to be invalid, void or unenforceable by any arbitrator or court having jurisdiction, that provision shall be severed from the remainder of this Contract and replaced automatically by a provision containing terms as nearly like the invalid, void or unenforceable provision as possible, and the Contract, as so modified, shall remain in full force and effect; provided that, if the application of any provision of this Contract is determined to be invalid, void or unenforceable only with respect to a certain person or circumstance, then that provision shall remain valid, lawful, and enforceable as applied to any other persons or circumstances.

18. **Forward Contract:** The parties agree that this Contract and any transactions performed under this Contract constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Seller is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

19. **Third Party Beneficiary:** There are third party beneficiaries to this contract when applicable through a broker agreement.

20. **Waiver:** No waiver of any provision, breach or remedy under this Contract shall be binding unless in writing and signed by the party bound to such waiver. No waiver of any provision, breach or remedy under this Contract shall be deemed to be or otherwise constitute a waiver of any other provision, breach or remedy under this Contract (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

21. **Construction:** Should any provision of this Contract require interpretation by an arbitrator or court, it is agreed that such arbitrator or court interpreting or construing this Contract shall not construe any provision against one party more strictly by reason of any rule of interpretation that relates to the source of preparation of a document, it being agreed that the agents of both parties have participated in the preparation of this Contract and that legal counsel was consulted by each party prior to its execution.

22. **Entire Agreement:** This Contract sets forth all understanding between the parties respecting each transaction subject hereto, and any prior contracts, understandings, and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract.

23. **Relationship of Parties:** The relationship of the Parties under this agreement shall be that of independent contractors. Nothing in this Agreement shall constitute either a partnership or joint venture between the Parties, nor shall it constitute any Party to be the agent, employee, or representative of the other Party for any purpose. This provision will continue to be effective after the termination of this Agreement.



TRANSACTION CONFIRMATION FOR
IMMEDIATE DELIVERY

Date: 4/15/2025
TC#:

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated
The terms of this Transaction Confirmation are binding unless disputed in writing within 2 Business Days of receipt
unless otherwise specified in the Base Contract.

4/15/2025

SELLER

United Energy Trading, LLC
225 Union Blvd., Suite 200
Lakewood, CO 80228

Attn: Jen Williams
Phone: (303) 991-3905
Email: Natgasconfirms@uetllc.com

BUYER

City of Strongsville
16099 Foltz Industrial Parkway
Strongsville, OH 44149

Attn: Thomas Perciak
Phone: (440) 580-3262
Email: XXXXXXXXXXXXXXXXXXXX@strongsville.org
tom.perciak@strongsville.org

Delivery Period: Begin 1/1/2026 End 12/31/2028

Contract Price: \$4.93 per Citygate Dth, plus charges pursuant to Item 3 on the Base Contract. Broker Fees are included if applicable.

Performance Obligation and Contract Quantity:

Firm

Estimated Monthly Contract Volumes:

Citygate Dth

January	1,323	May	315	September	256
February	978	June	235	October	315
March	806	July	189	November	510
April	793	August	219	December	1,245

Delivery Point(s): Columbia Gas of Ohio - City Gate

Special Provisions: Firm service, full-requirements delivery based on Buyer's usage requirements.

Billing: Utility Consolidated Billing

LDC/Swing Tolerance: COH GTS, 100% Swing

Swing Pricing Provisions:

Meter Numbers: See Exhibit A

LDC Account Number: 148809330019

Service Address: 18100 Royalton Rd Rear Strongsville OH 44136

Annual Estimated Volume: 7,184 Citygate Dth

Tariff Changes and Other Transporter Issues: If there are any changes to the tariffs of any natural gas pipelines or local distribution companies that materially affect any gas transactions or associated costs and fees under this Contract, the parties shall amend, in good faith, this Transaction Confirmation, as applicable, to equitably preserve the balance of costs, risks, and benefits agreed to by the parties prior to such Tariff changes.

Other Terms: To the extent any Transaction entered into subject to this Confirmation contains an embedded option, then the parties hereto intend that the Transaction fall within either (i) the Forward Contract Exclusion based on facts and circumstances and by satisfying the following seven (7) factors: (1) the embedded option does not undermine the overall nature of the Transaction as a whole; (2) the predominant feature of the Transaction is actual delivery; (3) the embedded option cannot be severed and marketed separately; (4) seller intends at the time it enters into the Transaction, to deliver the underlying nonfinancial commodity if the option is exercised; (5) buyer intends at the time it enters into the Transaction, to take delivery of the underlying nonfinancial commodity if it exercises the embedded option; (6) both parties are Commercial Parties (as defined below); and (7) the exercise or non-exercise of the embedded option is based primarily on physical factors or regulatory requirements that reasonably influence the demand for, or the supply of, the non financial commodity, or (ii) the Trade Option Exemption if it is (A) the offeree/buyer of such option, it is a producer, processor, commercial user of, or a merchant handling the commodity, or the products or byproducts thereof, that is/are the subject of the transaction (a "Commercial Party") and it is entering into the Transaction solely for purposes related to its business as such, and/or (B) the offeror/seller of such option, it is either a Commercial Party and it is entering into the transaction solely for purposes related to its business as such or it is an "eligible contract participant" as defined in Section 1a(18) of the Commodity Exchange Act.

OFO/OMO: In the event of Operational Orders Issued by Transporter or LDC, Buyer shall be responsible for maintaining gas consumption levels at the referenced facility(ies) within the order tolerance levels. If the Buyer fails to maintain gas consumption levels at the referenced facility(ies) within the order tolerance levels during the Operational Orders, Seller shall charge Buyer for such volumes at the daily market price associated with the highest locational pricing on that day available to the Seller. Operational Order resolution shall be consistent with the applicable LDC and/or Transporter tariff.

Material Deviation: The Contract Price is based on Buyer's Contract Quantity for the accounts shown. Seller and Buyer agree that actual usage may vary somewhat in the future. However, to the extent actual usage is more than twenty-five percent (25%) higher than the Contract Quantity or more than twenty-five percent (25%) below the Contract Quantity without prior notification from Buyer and such differences cannot be explained by ambient air temperatures proportionately higher or lower than the historical average, then Seller may charge Buyer current market prices at the Delivery Point for Buyer's increased usage or assess liquidated charges to Buyer calculated using current market prices at the Delivery Point for gas Buyer failed to consume.

Seller: United Energy Trading, LLC

Buyer: City of Strongsville

By:

By:

Print Name: Rene Garza

Print Name: Thomas P. Perciak

Title: Director of Origination

Title: Mayor

Date:

Date: 4/15/25

EXHIBIT B

Exhibit A

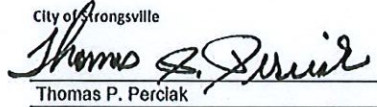
Addendum to Transaction Confirmation
between United Energy Trading, LLC and
City of Strongsville
4/15/2025

LDC Acct #	Service Address	City	ST	Zip	Meter#/Comments/Notes
148809330019	18100 Royalton Rd Rear	Strongsville	OH	44136	11317 (COH-GTS)

Seller: United Energy Trading, LLC

By: _____
Print Name: Rene Garza
Title: Director of Origination
Date: _____

Buyer: City of Strongsville

By: 
Print Name: Thomas P. Perclak
Title: Mayor
Date: 4/15/25



Natural Gas Base Contract

Date: April 15, 2025

Seller:

United Energy Trading, LLC
225 Union Blvd., Suite 200
Lakewood, CO 80228

Contact: Rene Garza
Telephone: 614-956-6167
E-mail: rgarza@UETLLC.com
Legal Notices: generalcounsel@uetllc.com

Buyer:

City of Strongsville
16099 Foltz Industrial Parkway
Strongsville, OH 44149

Contact: Thomas Perciak
Telephone: (440) 580-3262
E-mail: thomas.perciak@strongsville.org
tom.perciak@strongsville.org

1. Facility(ies) Covered by This Base Contract:

All facilities identified in any current or future
Transaction Confirmation

Utility Account Service # (s):

See Transaction Confirmation/Exhibit A

2. **Contract Quantity:** The quantity of natural gas purchased by Buyer and delivered by Seller under this Base Contract shall equal Buyer's monthly natural gas consumption quantity for the facility(ies) listed above (the "Facilities"), as measured by the applicable natural gas local distribution company during its normal monthly meter-reading process, plus an offset for imbalance between nominated and scheduled quantities. Buyer shall purchase its full natural gas requirements for the Facilities from Seller during the Delivery Period of this Base Agreement.

3. **Contract Price:** The Contract Price for all quantities of natural gas delivered under the Initial Period (as defined in Section 5) of this Base Contract shall be equal to the price detailed in the Transaction Confirmation plus any incremental charges or surcharges imposed by any applicable natural gas pipeline and/or local distribution company, subject to adjustment after the Initial Period in accordance with the General Terms and Conditions.

4. **Delivery Point(s):** Columbia Gas of Ohio - City Gate

5. Delivery Period:

Initial Period Begin: 1/1/2026 Initial Period End: 12/31/2028

The purchase and delivery obligations under this Base Contract shall commence on the Initial Period Begin date and remain in effect until the Initial Period End date (the "Initial Period"), after which Seller can automatically renew for successive one (1) Month periods (each a "Renewal Period") at a price tied to the Platts Inside FERC 1st of the month index closest to the Delivery Point plus applicable adders, unless either party terminates this Base Contract, effective as of the end date of the then-applicable Initial Period or Renewal Period, by providing notice to the other party at least fifteen (15) days prior to the end of the Initial Period or Renewal Period. Notwithstanding anything to the contrary in the foregoing, Buyer may terminate this Base Contract prior to such end date if Buyer pays Seller a termination fee equal to the cost of unwinding previously purchased gas in accordance with the current Transaction Confirmation.

6. **Nomination and Imbalance:** Seller and Buyer shall coordinate their activities in nominating any volumes of natural gas for delivery, giving sufficient time to meet the deadlines of the affected natural gas pipelines and/or local distribution companies, and shall use commercially reasonable efforts to avoid any imposition of imbalance charges by such natural gas pipelines and/or local distribution companies.

7. **Operational Flow Orders:** In the event of Operational Orders issued by Transporter or LDC, Buyer shall be responsible for maintaining gas consumption levels at the referenced facility within the order tolerance levels. Operational Order resolution shall be consistent with the applicable LDC and/or Transporter tariff.

8. **Terms and Conditions:** The General Terms and Conditions for Retail Sales of Natural Gas attached to this Base Contract (the "General Terms and Conditions") are incorporated herein by reference and made a part hereof.

Seller: United Energy Trading, LLC

By: _____
Print Name: Rene Garza
Title: Director of Origination
Date: _____

Buyer: City of Strongsville

By: Thomas P. Perciak
Print Name: Thomas P. Perciak
Title: Mayor
Date: 4/15/25

GENERAL TERMS AND CONDITIONS FOR RETAIL SALES OF NATURAL GAS

These General Terms and Conditions for Retail Sales of Natural Gas (these "General Terms and Conditions") and the Natural Gas Base Contract to which they are attached, as such Natural Gas Base Contract may be amended from time to time by one or more Fixed Price Natural Gas Transaction Confirmations (the "Base Contract"), shall be construed together as a single integrated agreement (the "Contract") between United Energy Trading, LLC ("Seller" or "UET") and Customer ("Buyer").

1. **Performance:** Seller agrees to sell and deliver, and Buyer agrees to receive and purchase, the quantity of natural gas ("Gas") agreed to in the Base Contract (the "Contract Quantity") in accordance with the terms of this Contract.
2. **Transportation:** Seller shall arrange and pay for transportation needed to deliver Gas to the applicable delivery point agreed to by the parties in the Base Contract (the "Delivery Point") during the relevant period (including any applicable renewal period) during which deliveries are to be made as agreed by the parties in the Base Contract (the "Delivery Period").
3. **Tariff Changes and Other Transporter Issues:** If there are any changes to the tariffs of any natural gas pipelines or local distribution companies that materially affect any Gas transactions under this Contract, the parties shall amend these General Terms and Conditions and/or the terms and conditions of the Base Contract, as applicable, to equitably preserve the balance of costs, risks, and benefits agreed to by the parties prior to such tariff changes. Seller shall not be liable for any damages associated with any failure or delay in providing services or other performance under this Contract to the extent that such failure or delay is due to failure or delay in Buyer being enrolled in Seller's shipper pool with respect to the applicable natural gas pipelines or local distribution companies.
4. **Pricing:** The amount to be paid by Buyer to Seller with respect to any Gas transaction under the Base Contract shall be equal to the product of (i) the quantity of Gas delivered by Seller in connection with such transaction, multiplied by (ii) the contract price agreed to by the parties with respect to such transaction under the Base Contract (the "Contract Price"). Seller may adjust the Contract Price after the Initial Period to a price tied to the Platts Inside FERC 1st of the month index closest to the Delivery Point plus applicable adders.
5. **Taxes:** Seller shall pay or cause to be paid all taxes, fees, levies, penalties, licenses or charges imposed by any government authority ("Taxes") on or with respect to the Gas prior to the Delivery Point. Buyer shall pay or cause to be paid all Taxes imposed on or with respect to the Gas at and after the Delivery Point. If a party is required to remit or pay Taxes that are the other party's responsibility hereunder, the party responsible for such Taxes shall promptly reimburse the other party for such Taxes. If Buyer is entitled to an exemption from any such Taxes or charges, Buyer shall furnish Seller with any necessary documentation of such exemption.
6. **Billing and Payment:** Seller shall invoice Buyer for Gas delivered and received during the preceding month. If the actual quantity delivered is not known by the billing date, Seller shall invoice Buyer based upon Seller's estimated volume. The invoiced quantity will then be adjusted to the actual quantity on the following month's billing or as soon as practicable thereafter as actual delivery information is available. Additionally, Buyer shall be responsible for any and all charges and amounts resulting from rebills from the applicable utility/local distribution company. Rebills shall be passed through by Seller on the invoice month following receipt of the rebill from the applicable utility/local distribution company by Seller, or as soon as practicable thereafter. Buyer will remit in full to Seller the invoice amount, in immediately available funds, within twenty (20) calendar days after Seller's issuance of the invoice. If Buyer, in good faith, disputes the amount of any such invoice or any part thereof, Buyer will pay such amount as it concedes to be correct; provided, however, if Buyer disputes the amount due, it shall only be permitted to withhold any disputed amount if it provides supporting documentation acceptable in industry practice to support its determination regarding such disputed amount. Buyer and Seller shall promptly resolve any billing dispute. If Buyer fails to pay the invoice amount when due, Seller may collect from Buyer, in accordance with applicable law, a late charge equal to the lower of (i) (a) one and one-half percent (1 1/2%) of the outstanding balance per month or (b) Five Dollars (\$5.00) per month, whichever is greater; or (ii) the maximum applicable lawful interest rate, and Seller may pursue any other remedy available to Seller under the terms of the Contract. All invoices shall be conclusively presumed final and accurate unless either party questions the accuracy of such invoices in writing, with adequate explanation and/or documentation, within two (2) years after the month in which the relevant invoice is received by Buyer; provided that if a determination of any Gas volumes transacted by Seller and Buyer is affected by any changes made to a third party's determination of any respective Gas volumes received or delivered by Seller, including any changes by applicable natural gas pipelines or local distribution companies due to meter corrections, rebills, or other reasons, then Seller shall pass through such changes, including any resulting additional Gas costs or imbalance charges, to Buyer within thirty (30) days of Seller's settlement of such changes with such third party. For the avoidance of doubt, such third party adjustments shall not be subject to the above two (2) year limitation noted in this Section 6.
7. **Remedy:** If Seller fails to perform any obligation to deliver Gas to Buyer hereunder and such nonperformance is not otherwise excused under this Contract, Seller shall pay Buyer an amount equal to (i) the positive difference, if any, between the purchase price paid by Buyer in order to acquire replacement Gas and the Contract Price for such Gas, adjusted for commercially reasonable differences in transportation costs to or from the applicable Delivery Point, multiplied by (ii) the difference between the Contract Quantity for the day(s) of such breach and the quantity actually delivered by Seller for such day(s). If Buyer has used commercially reasonable efforts to replace the Gas and no such replacement is available, then Seller shall pay Buyer an amount equal to (i) the positive difference, if any, between the fall-back index price set forth on the Base Contract or otherwise agreed to by the parties or, if not so agreed to, for the delivery point on the applicable pipeline that is closest to the applicable Delivery Point and for which an index price is published by Platts (the "Fall-Back Index Price") for such Gas and the Contract Price, adjusted for commercially reasonable differences in transportation costs to or from the applicable Delivery Point, multiplied by (ii) the difference between the Contract Quantity for the day(s) of such breach and the quantity actually delivered by Seller for such day(s). If Buyer fails to perform any obligation to receive Gas from Seller hereunder and such nonperformance is not otherwise excused under this Contract, Buyer shall pay Seller an amount equal to (i) the positive difference, if any, between the Contract Price for such Gas and the sales price received by Seller in selling such Gas to a third party, adjusted for commercially reasonable differences in transportation costs to or from the applicable Delivery Point, multiplied by (ii) the difference between the Contract Quantity for the day(s) of such breach and the quantity actually received by Buyer for such day(s). If Seller has used commercially reasonable efforts to sell the Gas and no such sales are reasonably available, then Buyer shall pay Seller an amount equal to (i) the positive difference, if any, between the Contract Price and the Fall-Back Index Price for such Gas, adjusted for commercially reasonable differences in transportation costs to or from the applicable Delivery Point, multiplied by (ii) the difference between the Contract Quantity for the day(s) of such breach and the quantity actually received by Buyer for such day(s). The remedy provided for in this Section 7 shall be the sole and exclusive remedy available to the parties with respect to the volume of Gas delivered or received by the parties under the Contract, except as otherwise provided in Section 10 upon the occurrence of an Event of Default.
8. **Force Majeure:** Except with regard to a party's obligation to make payment(s) due hereunder, neither party shall be liable to the other for failure to perform any obligation hereunder to the extent such failure was caused by Force Majeure. "Force Majeure" means any cause not reasonably within the control of the party claiming suspension of its obligations due to Force Majeure, including but not limited to the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, terrorism, insurrections or wars; (iv) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a governmental authority having jurisdiction; (v) interruptions of any upstream transportation scheduled as Firm; and (vi) any cause recognized as "Force Majeure," "Uncontrollable Force," or similar cause under an applicable natural gas pipeline or local distribution company tariff. "Firm" shall mean transportation of Gas that is allowed to be interrupted by the applicable natural gas pipeline or local distribution company tariff without liability only to the extent that such interruption is due to

9. **Credit Terms:** If Buyer does not meet Seller's credit standards at any time, Seller shall be entitled to request that Buyer provide or establish credit support for Buyer's obligations under the Contract, including, but not limited to, an irrevocable standby letter of credit, a prepayment, a guaranty, or other good and sufficient security of a continuing nature, all in the form, amount, and for a term as determined by and acceptable to Seller.

10. **Events of Default:** In addition to any and all other remedies available to Seller under this Contract and any other damages allowed by law, Seller shall have the right, at its sole election and upon written notice, to immediately (A) withhold and/or suspend deliveries, or (B) terminate and/or liquidate this Contract, upon the occurrence of any of the following events (each an "Event of Default"): (i) Buyer fails to pay any amount due to Seller under the Contract on or before the second business day following Seller's delivery of written notice to Buyer that such payment is past due; (ii) Buyer makes an assignment or any general arrangement for the benefit of creditors, files a petition or otherwise commences, authorizes, or acquiesces in the commencement of a proceeding or case under any bankruptcy or similar law for the protection of creditors or has such petition filed or proceeding commenced against it, or otherwise becomes bankrupt or insolvent (however evidenced), becomes unable to pay its debts as they fall due, or has a receiver, provisional liquidator, conservator, custodian, trustee or other similar official appointed with respect to it or substantially all of its assets; (iii) Buyer fails to provide the required credit support within two (2) business days as requested by Seller in accordance with Section 9; or (iv) Buyer otherwise fails to comply with the terms of this Contract. If Seller elects to liquidate this Contract, Seller shall make a good faith determination of all amounts owing from Buyer under this Contract for the remainder of the Delivery Period, whether or not then due, in a manner that accounts for the Contract Quantity not received by Buyer, the Contract Price for such Contract Quantity not received by Buyer and the market price at which Seller could sell to a third party the Contract Quantity that is not received by Buyer, due to the termination of the Contract. Promptly following such determination, Seller shall provide an invoice for such amounts to Buyer and Buyer shall pay to Seller the amounts owed pursuant to this Section 10 within ten (10) days of the issuance of Seller's invoice.

11. **Risk of Loss; Warranty; Indemnity:** Title to any Gas delivered hereunder shall pass from Seller to Buyer at the Delivery Point. Seller shall have responsibility for and assume any liability with respect to the Gas prior to its delivery to Buyer at the Delivery Point. Buyer shall have responsibility for and any liability with respect to said Gas at and after its delivery to Buyer at the Delivery Point. Seller agrees to indemnify Buyer and save it harmless from all losses, liabilities or claims including reasonable attorneys' fees and costs of court ("Claims"), from any and all persons, arising from or out of claims of title, personal injury including any wrongful death action, or property damage from said Gas or other charges thereon which attach before title passes to Buyer. Buyer agrees to indemnify Seller and save it harmless from all Claims, from any and all persons, arising from or out of claims regarding payment, personal injury including any wrongful death action, or property damage from said Gas or other charges thereon which attach after title passes to Buyer. Seller warrants that it will have the right to convey and will transfer good and marketable title to all Gas delivered to Buyer, free and clear of all liens, encumbrances, and claims. EXCEPT AS PROVIDED IN THIS SECTION 11, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE OR ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, ARE HEREBY EXPRESSLY DISCLAIMED.

12. **Damages:** DAMAGES UNDER THIS CONTRACT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES. IN NO EVENT SHALL EITHER BUYER OR SELLER BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES.

13. **Assignment; Amendment:** Buyer must inform Seller of any account changes (i.e. sale of a property to a new owner, closing of property, etc.) as soon as reasonably possible and may not assign this Contract in whole or in part without Seller's prior written consent. Unless and until this Contract has been novated (in whole or in part) to a new owner, Buyer shall remain responsible for any and all fees and charges under this contract (including monthly invoices for all improperly transferred accounts), and including, for the avoidance of doubt, any early termination fees resulting under this Contract. This Contract will be binding on the parties' respective successors and assigns. No amendment of this Contract or its terms will be valid unless agreed to in writing by both parties.

14. **Quality and Measurement:** All Gas delivered by Seller shall meet the pressure, quality, and heat content requirements of the Receiving Transporter (as defined below). The unit of quantity measurement for purposes of this Contract shall be one MMBtu dry. Measurement of Gas quantities hereunder shall be in accordance with the established procedures of the Receiving Transporter. "Receiving Transporter" shall mean any gas gathering or pipeline company, or local distribution company, acting in the capacity of a transporter and receiving Gas at a Delivery Point, or any gas gathering or pipeline company, or local distribution company delivering Gas at a Delivery Point, as applicable.

15. **Priority:** In the event of a conflict among the terms of (i) a Fixed Price Natural Gas Transaction Confirmation executed by the parties, (ii) the Base Contract, and (iii) these General Terms and Conditions, the terms of the documents or agreements shall govern in the priority listed in this sentence.

16. **Choice of Law; Resolution of Disputes; Arbitration; WAIVER OF JURY TRIAL:** The interpretation and performance of this Contract shall be governed by the laws of the State of Ohio, excluding, however, any conflict of laws rule that would apply the law of another jurisdiction. Any dispute arising out of this Contract not resolved voluntarily by the parties shall be submitted for binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. TO THE EXTENT A CLAIM IS HELD TO BE NOT ARBITRABLE, EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO SUCH CLAIM.

17. **Severability:** If any provision in this Contract is determined to be invalid, void or unenforceable by any arbitrator or court having jurisdiction, that provision shall be severed from the remainder of this Contract and replaced automatically by a provision containing terms as nearly like the invalid, void or unenforceable provision as possible, and the Contract, as so modified, shall remain in full force and effect; provided that, if the application of any provision of this Contract is determined to be invalid, void or unenforceable only with respect to a certain person or circumstance, then that provision shall remain valid, lawful, and enforceable as applied to any other persons or circumstances.

18. **Forward Contract:** The parties agree that this Contract and any transactions performed under this Contract constitute a "forward contract" within the meaning of the United States Bankruptcy Code and that Seller is a "forward contract merchant" within the meaning of the United States Bankruptcy Code.

19. **Third Party Beneficiary:** There are third party beneficiaries to this contract when applicable through a broker agreement.

20. **Waiver:** No waiver of any provision, breach or remedy under this Contract shall be binding unless in writing and signed by the party bound to such waiver. No waiver of any provision, breach or remedy under this Contract shall be deemed to be or otherwise constitute a waiver of any other provision, breach or remedy under this Contract (whether or not similar), nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

21. **Construction:** Should any provision of this Contract require interpretation by an arbitrator or court, it is agreed that such arbitrator or court interpreting or construing this Contract shall not construe any provision against one party more strictly by reason of any rule of interpretation that relates to the source of preparation of a document, it being agreed that the agents of both parties have participated in the preparation of this Contract and that legal counsel was consulted by each party prior to its execution.

22. **Entire Agreement:** This Contract sets forth all understanding between the parties respecting each transaction subject hereto, and any prior contracts, understandings, and representations, whether oral or written, relating to such transactions are merged into and superseded by this Contract.

23. **Relationship of Parties:** The relationship of the Parties under this agreement shall be that of independent contractors. Nothing in this Agreement shall constitute either a partnership or joint venture between the Parties, nor shall it constitute any Party to be the agent, employee, or representative of the other Party for any purpose. This provision will continue to be effective after the termination of this Agreement.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 046

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 FOR AN INCREASE IN THE CONTRACT PRICE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND FECHKO EXCAVATING, LLC IN CONNECTION WITH THE FOLTZ PARKWAY EXTENSION PHASE II PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2024-193, Council authorized the Mayor to enter into a contract with Fechko Excavating, LLC in connection with the Foltz Parkway Extension Phase II Project (the "Project"), in an amount not to exceed \$4,256,275.90; and

WHEREAS, the City's Engineer has now recommended that it would be in the best interests of the City to include changes in the work performed or to be performed on the Project by Fechko Excavating, LLC, generally being additional work required to connect an existing offsite 30" storm sewer to the new box culvert, all as more fully set forth in Exhibit A attached hereto and incorporated herein as if fully rewritten, and to provide additional payment for such changes in the work in the amount of \$32,990.00 for a new total Project cost of \$4,289,265.90.

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

Section 1. That the Mayor be and is hereby authorized and directed to issue and approve Change Order No. 1 to the contract in the amount of \$32,990.00, as recommended by the City Engineer, and reflected in Exhibit A; and after the issuance and approval of said Change Order No. 1 and completion of such work, to direct the Director of Finance to make payment to **FECHKO EXCAVATING, LLC**, in the additional amount of \$32,990.00, thereby increasing the total contract and Project cost to \$4,289,265.90.

Section 2. That the funds necessary for this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund; and that the Director of Finance be and is hereby authorized and directed to issue the City's warrants for payment accordingly, and in accordance with the terms and conditions of the contract.

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

Section 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for changes in the work in order to properly and timely complete the Project, to facilitate payment to the contractor for unanticipated changes in the work, to avoid potential legal problems, and

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2025 – 046
Page 2

conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

Approved: _____
Mayor

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2025-046 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CHANGE ORDER

Order No. # 1
Date: April 10, 2025
Agreement Date: December 16, 2024

Name of PROJECT: **Foltz Parkway Extension Phase II**

CONTRACTOR: **Fechko Excavating, LLC**

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification: Project close out to actual quantities

Change to CONTRACT PRICE

Original CONTRACT PRICE: **\$4,256,275.90**

Current CONTRACT PRICE adjusted by Previous CHANGE ORDER: **N/A**

The CONTRACT PRICE due to this CHANGE ORDER will be **increased** by: **\$32,990**

The new CONTRACT PRICE including this CHANGE ORDER will be: **\$4,289,265.90**

Change to CONTRACT TIME: **N/A**

The CONTRACT TIME will be (increased) (decreased) by
_____ **N/A** _____ calendar day(s).

The date for completion of all WORK will be (Date):

Requested by: _____
Fechko Excavating, LLC

Recommended by: _____
Ken Mikula, P. E., City Engineer

Accepted by: _____
Mayor Thomas P. Perciak

EX.A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 047

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH FLO GLOBAL MANAGEMENT SERVICES IN CONNECTION WITH ACTIVATION, OPERATION AND MANAGEMENT OF THE ELECTRIC VEHICLE CHARGING STATION AT THE CITY OF STRONGSVILLE PUBLIC SQUARE AREA PROPERTY, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2021-163, Council approved and authorized the Mayor entering into a Partner Agreement with the Northeast Ohio Areawide Coordinating Agency ("NOACA") for the installation of an electric vehicle charging station located at the City of Strongsville, Ohio Public Square area property, at the northeast corner of Royalton Road and Pearl Road (Permanent Parcel No. 396-10-009); and

WHEREAS, at this time, the construction of the electric vehicle charging station is substantially complete and, therefore, the City needs to enter into an agreement in order to provide for activation of the charger, and the continuing operation and maintenance of such electric vehicle charging station; and

WHEREAS, this Council, therefore, desires to enter into an Agreement with FLO Global Management Services for activation, operation and maintenance services related to the electric vehicle charging station, for a term of five (5) years from the effective date of the Agreement, a copy of which is on file in the office of the City Engineer.

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

Section 1. That the Mayor be and is hereby authorized to enter into an Agreement with **FLO GLOBAL MANAGEMENT SERVICES**, for the activation of the charger and continuing operation and maintenance of the electric vehicle charging station provided by NOACA, and located at the City of Strongsville Public Square area property, at the northeast corner of Royalton Road and Pearl Road (Permanent Parcel No. 396-10-009), which station will be activated and connected to the FLO Network of Charging Stations for a term of five (5) years from the effective date of the Agreement, with the terms and conditions as stated in the Agreement, a copy of which is on file in the office of the City Engineer, which is in all respects hereby approved.

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

Section 3. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary for the City to

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2025 – 047
Page 2

enter into an agreement in order to provide for electric vehicle charging stations in our community and this region. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2025-047 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 048

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO A PERFORMANCE WARRANTY AGREEMENT WITH FLO SERVICES USA, INC. IN CONNECTION WITH THE ELECTRIC VEHICLE CHARGING STATION AT THE CITY OF STRONGSVILLE PUBLIC SQUARE AREA PROPERTY, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2021-163, Council approved and authorized the Mayor entering into a Partner Agreement with the Northeast Ohio Areawide Coordinating Agency ("NOACA") for the installation of an electric vehicle charging station located at the City of Strongsville, Ohio Public Square area property, at the northeast corner of Royalton Road and Pearl Road (Permanent Parcel No. 396-10-009); and

WHEREAS, further, by and through Ordinance No. 2025-047, this Council has approved and authorized the Mayor to enter into a separate agreement with FLO Global Management Services for the activation, operation and management of the electric vehicle charging station provided by NOACA; and

WHEREAS, in order to ensure that the electric vehicle charging station consistently performs as required, it is necessary to enter into an agreement with FLO Services USA dba FLO Charging Solutions USA, Inc., to provide for proactive site monitoring, support and servicing of the station; and

WHEREAS, this Council, therefore, desires to enter into a Performance Warranty Agreement with FLO Services USA dba FLO Charging Solutions USA, Inc., related to the electric vehicle charging station, for a term of five (5) years from the effective date of the Agreement, a copy of which is on file in the office of the City Engineer.

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

Section 1. That the Mayor be and is hereby authorized to enter into a Performance Warranty Agreement with **FLO SERVICES USA dba FLO CHARGING SOLUTIONS USA, INC.**, in order to ensure the reliability and servicing of the electric vehicle charging station, for a term of five (5) years from the effective date of the Agreement, with the terms and conditions as stated in the Agreement on file in the office of the City Engineer, and in the total amount of \$14,600.00 for such period of servicing, as more fully set forth in the quote attached hereto as Exhibit A, and incorporated herein.

Section 2. That any funds for the purpose of said Agreement have been appropriated and shall be paid from the General Fund.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2025 – 048
Page 2

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary for the City to enter into an agreement in order to provide for servicing and maintenance of the electric vehicle charging station in our community. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2025-048 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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



QUOTE

FLO Services USA, Inc. dba FLO Charging Solutions USA Inc. in California
1270 Pacific Drive
Auburn Hills, MI, 48326
USA
1-855-543-8356
www.flo.com

Created Date 31/03/2025
Expiration Date 30/04/2025
Quote Number 00035913

Prepared By Thomas Koetje
Email tkoetje@flo.com

Contact Name Lori Daley

Bill-To Account City of Strongsville
Bill To 16099 Foltz Industrial Parkway
Strongsville, Ohio 44149
United States

Ship-To Account City of Strongsville
Ship To Contact Lori Daley
Ship To 16099 Foltz Industrial Parkway
Strongsville, Ohio 44149
United States

Product Code	Quantity	Product	Sales Price	Total Price
DCWP0000N5	1.00	SmartDC V3, 50 kW - FLO Performance Warranty, 5 years	\$14,600.00	\$14,600.00
Subtotal			\$14,600.00	
Total Price			\$14,600.00	
Grand Total			\$14,600.00	

Notes Performance Warranty Quote for Station ID - AUL-01351

Terms & Conditions

The terms and conditions set out below and incorporated herein by reference are the only terms and conditions that govern the sale of the above-listed products and services.

- By placing your order, you CONFIRM your acceptance of the terms and conditions set out herein and those incorporated herein by reference including, without limitation, [FLO's Terms and Conditions of Sale](#), the [Limited Warranty](#) and warranty period applicable to the above-listed products, and (if applicable) the [Global Management Services Terms and Conditions](#), the [Subscription Software End-User License Agreement](#), and the [FLO Performance Terms and Conditions](#). Without limiting the generality of the foregoing, by placing your order you agree that delivery will be FCA FLO's warehouse Province of Quebec or State of Michigan (Incoterms® 2020) and that title and risk of loss and damage transfers to you at the time of such delivery.
- Improper installation may void your Limited Warranty or your coverage under the FLO Performance warranty (if applicable). Please download the [Installation Guide](#) applicable to your product and read it carefully.
- Please indicate the number of the present quote on your order. Prices are in US dollars and applicable taxes are extra. Payment terms are Net 30 upon approved credit. Delivery lead time will be confirmed upon acceptance of the order. This quote is valid for a period of 30 days from its date of issue. Installation is not included.
- Any additional or different terms proposed by you, the customer, in any purchase/service order or other document are hereby deemed to be material alterations and notice of objection to them is hereby given. Any such proposed terms shall be void and the terms and conditions set out herein and incorporated herein by reference shall constitute the complete and exclusive statement of the terms and conditions of the contract between you and FLO. Neither FLO's acknowledgment of a separate purchase/service order nor FLO's failure to object to conflicting, different, or additional terms and conditions in a purchase/service order shall be deemed an acceptance of such terms and conditions or a waiver of the terms and condition set out herein or incorporated herein by reference.

To accept this quotation, sign here and return: _____

EX.A

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 049

By: Mayor Perciak and All Members of Council

AN ORDINANCE ENACTING SECTION 238.10 OF CHAPTER 238 OF TITLE SIX OF PART TWO-ADMINISTRATION CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN ORDER TO ESTABLISH THE CONDITIONS FOR GOVERNMENT COOPERATIVE PURCHASING IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville has legal authority to establish its own laws and procedures to expend funds pursuant to Article XVIII, Section 3 of the Ohio Constitution and Article I, Section 2 of the Strongsville City Charter; and

WHEREAS, the Council, by unanimous vote, has the legal authority pursuant to Article V, Section 5 to authorize expenditures of funds of the City exceeding the limitations set by the Charter, the Strongsville Codified Ordinances and Ohio Revised Code; and

WHEREAS, the Council hereby authorizes the Mayor to make expenditures of City funds without public bidding for certain state and federal purchasing programs.

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

Section 1. That Section 238.10 of Chapter 238 of Title Six of Part Two-Administration Code of the City of Strongsville be and is hereby enacted to read in its entirety as follows:

238.10 GOVERNMENT COOPERATIVE PURCHASING.

The Mayor, with the approval of a majority of Council, is authorized to make expenditures of the funds of the City without public bidding in dollar amounts exceeding the limit set by Council in Section 238.09 of this Chapter, in the following specific cases:

- (a) Department of Administrative Services. The Mayor is hereby authorized to participate in contracts which the Ohio Department of Administrative Services, Office of Procurement Services, which such Department has entered into for the purchase of supplies, services, equipment and certain materials pursuant to Ohio R. C. 125.04, or any successor statute and Article V, Section 5 of the City Charter.
 - (1) The Mayor is hereby further authorized to agree, on behalf of the City, to be bound by all contract terms and conditions as the Ohio Department of Administrative Services, Office of Procurement Services, prescribes, subject to approval by the Law Director. Such terms and conditions may include a reasonable fee to cover the administrative costs which the Ohio Department of Administrative Services incurs as a result of the City's participation in a contract.

- (2) The Director of Finance is hereby authorized, per agreement with the Ohio Department of Administrative Services, to directly pay the vendor under each such State contract in which the City participates, for items it receives pursuant to the contract, and the City further agrees to make such direct payments to the vendor upon the request of, or per agreement with, the Ohio Department of Administrative Services.
- (b) Department of Transportation. The Mayor is hereby authorized to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, materials, supplies or other articles which such Department has entered into pursuant to Ohio R.C. 5513.01(B) or any successor statute, and Article V, Section 5 of the City Charter.
 - (1) The Mayor is hereby further authorized to agree, on behalf of the City, to be bound by all contract terms and conditions as the Ohio Department of Transportation prescribes, subject to approval by the Law Director. Such terms and conditions may include a reasonable fee to cover the administrative costs which the Ohio Department of Transportation incurs as a result of the City's participation in a contract.
 - (2) The Director of Finance is hereby authorized, per agreement with the Ohio Department of Transportation, to directly pay the vendor under each such State contract in which the City participates, for items it receives pursuant to the contract, and the City further agrees to make such direct payments to the vendor upon the request of, or per agreement with, the Ohio Department of Administrative Services.
- (c) Ohio Schools Council Cooperative Purchasing Program. The Mayor is hereby authorized to participate in contracts which the Ohio Schools Council has entered into for the purchase of supplies, services, equipment and certain materials, pursuant to Article V, Section 5 of the City Charter.
 - (1) The Mayor is hereby further authorized to agree, on behalf of the City, to be bound by all contract terms and conditions as the Ohio Schools Council prescribes, subject to approval by the Law Director. Such terms and conditions may include a reasonable fee to cover the administrative costs which the Ohio Schools Council incurs as a result of the City's participation in a contract.
 - (2) The Director of Finance is hereby authorized, per agreement with the Ohio Schools Council, to directly pay the vendor under each such Ohio Schools Council contract in which the City participates, for items it receives pursuant to the contract, and the City further agrees to make such direct payments to the vendor upon the request of, or per agreement with, the Ohio Schools Council.
- (d) Cuyahoga County Department of Public Works. The Mayor is hereby authorized to participate in contracts which the Cuyahoga County Department of Public Works has entered into under the Cuyahoga Countywide Preventive Maintenance Program, for the purchase of supplies, services, equipment and certain materials, pursuant to Ohio

R.C. 302.21 or any successor statute, and Article V, Section 5 of the City Charter.

- (1) The Mayor is hereby further authorized to agree, on behalf of the City, to be bound by all contract terms and conditions as the Cuyahoga County Department of Public Works prescribes under the Cuyahoga Countywide Preventive Maintenance Program, subject to approval by the Law Director. Such terms and conditions may include a reasonable fee to cover the administrative costs which the Cuyahoga County Department of Public Works incurs as a result of the City's participation in a contract.
 - (2) The Director of Finance is hereby authorized, per agreement with the Cuyahoga County Department of Public Works, to directly pay the vendor under each such County contract in which the City participates, for items it receives pursuant to the contract under the Cuyahoga Countywide Preventive Maintenance Program, and the City further agrees to make such direct payments to the vendor upon the request of, or per agreement with, the Cuyahoga County Department of Public Works.
- (e) United States General Services Administration (GSA). The Mayor is hereby authorized to participate in contracts entered into by the United States General Services Administration (GSA) through its Multiple Awards Schedule (MAS) Program for the purchase of supplies, services, equipment and certain materials, pursuant to Title III of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 251 et seq.) and Title 40, U.S. C. 501, Services for Executive Agencies or any successor statute, and Article V, Section 5 of the City Charter.
- (1) The Mayor is hereby further authorized to agree, on behalf of the City, to be bound by all contract terms and conditions as the General Services Administration (GSA) Multiple Awards Schedule Program prescribes, subject to approval by the Law Director. Such terms and conditions may include a reasonable fee to cover the administrative costs which the General Services Administration (GSA) Federal Acquisition Service Program incurs as a result of the City's participation in a contract.
 - (2) The Director of Finance is hereby authorized to directly pay the vendor under each such GSA contract in which the City participates and for items it receives pursuant to the contract under the General Services Administration (GSA) Multiple Awards Schedule Program.
- (f) Certification of Equivalency. A purchase that is not made under a cooperative purchasing contract as set forth herein and that does not use a competitive selection method can be approved if the purchase can be made at a lower price and/or more favorable terms as compared to an approved cooperative purchasing entity contract.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 049

Page 4

this Council, and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. That this 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 this Ordinance will allow the City to operate more efficiently and promptly in municipal purchasing and delivery of services to the residents, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2025-049 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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