



City of Strongsville

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



City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Aimee Pientka, MMC
Clerk of Council

November 17, 2022

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, November 21, 2022**, to be held in the Caucus Room and the Council Chamber at the **Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road:**

Caucus will begin at 7:30 p.m. All committees listed will meet immediately following the previous committee:

7:30 P.M.

Planning, Zoning & Engineering Committee will meet to discuss Ordinance Nos. 2022-073 and 2022-152.

Finance Committee will meet to discuss Ordinance Nos. 2022-159, 2022-160, 2022-161, 2022-162, 2022-168, 2022-169 and Resolution No. 2022-170.

Public Safety & Health Committee will meet to discuss Ordinance No. 2022-171.

Public Service & Conservation Committee will meet to discuss Ordinance Nos. 2022-172 and 2022-173.

Recreation & Community Services Committee will meet to discuss Ordinance Nos. 2022-174, 2022-175, 2022-176 and Resolution No. 2022-177.

8:00 P.M.

Regular Council Meeting

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

BY ORDER OF THE COUNCIL:

Aimee Pientka, MMC
Clerk of Council

Happy Thanksgiving

STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, NOVEMBER 21, 2022 AT 8:00 P.M.
Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Regular Council Meeting – Monday, November 7, 2022*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Clark
 - BUILDING & UTILITIES – Clark
 - SOUTHWEST GENERAL HEALTH SYSTEM – Short
 - ECONOMIC DEVELOPMENT – Short
 - PUBLIC SERVICE AND CONSERVATION – DeMio
 - FINANCE – Kosek
 - PLANNING, ZONING AND ENGINEERING – Kaminski
 - PUBLIC SAFETY AND HEALTH – Kaminski
 - RECREATION AND COMMUNITY SERVICES – Roff
 - COMMUNICATIONS AND TECHNOLOGY – Carbone
 - COMMITTEE-OF-THE-WHOLE – Carbone
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
 - MAYOR PERCIAK:
 - FINANCE DEPARTMENT:
 - LAW DEPARTMENT:
9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2022-073 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 1252.36 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN CONNECTION WITH PROHIBITED USE OF SHIPPING AND/OR STORAGE CONTAINERS IN RESIDENTIAL DISTRICTS. *First reading and referred to the Planning Commission 05-02-22. Favorable recommendation by the Planning Commission 05-12-22. Second reading 05-16-22. Public hearing 06-20-22. Third reading 10-03-22.*
- Ordinance No. 2022-152 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21930 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION (PPN 392-14-006), AND DECLARING AN EMERGENCY. *First reading and referred to the Planning Commission 10-17-22. Unfavorable recommendation by the Planning Commission 11-17-22.*
- Ordinance No. 2022-159 by Mayor Perciak and All Members of Council. AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING AN AUTOZONE MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY. *First reading 11-07-22.*
- Ordinance No. 2022-160 by Mayor Perciak and All Members of Council. AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A CCL MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY. *First reading 11-07-22.*
- Ordinance No. 2022-161 by Mayor Perciak and All Members of Council. AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A LITEHOUSE MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY. *First reading 11-07-22.*

- Ordinance No. 2022-162 by Mayor Perciak and All Members of Council. AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A SCHAEFFLER MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY. *First reading 11-07-22.*
- Ordinance No. 2022-168 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2022 AND REPEALING ORDINANCE NUMBER 2022-153.
- Ordinance No. 2022-169 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AGREEMENT(S) TO PURCHASE PROPERTY-CASUALTY AND RELATED INSURANCE COVERAGES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Resolution No. 2022-170 by Mayor Perciak and All Members of Council. A RESOLUTION REQUESTING THE FISCAL OFFICER OF CUYAHOGA COUNTY TO ADVANCE CERTAIN FUNDS, BOTH GENERAL OPERATING AND SPECIAL ASSESSMENTS, TO THE CITY OF STRONGSVILLE, OHIO, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-171 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF TWO NEW STRYKER POWER PRO COTS AND TWO NEW STRYKER POWER LOAD SYSTEMS WITH RELATED APPURTENANCES FOR USE BY THE CITY'S FIRE AND EMERGENCY SERVICES DEPARTMENT, AND FOR TRADE-IN OF EXISTING FIRE DEPARTMENT EQUIPMENT, WITH CREDIT TO BE APPLIED TO THE PURCHASE PRICE, ALL WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-172 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND RATIFYING THE PURCHASE OF VEHICLE AND EQUIPMENT MAINTENANCE REPAIR PARTS WITH RELATED ITEMS AND SERVICES FOR 2022; AUTHORIZING FUTURE ADDITIONAL PURCHASES OF SUCH VEHICLE AND EQUIPMENT MAINTENANCE REPAIR PARTS WITH RELATED EMERGENCY ITEMS, AS NEEDED BY THE CITY'S SERVICE DEPARTMENT, ALL WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-173 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF A 32-PASSENGER BUS TO BE USED BY VARIOUS CITY OF STRONGSVILLE DEPARTMENTS, AND DECLARING AN EMERGENCY.

- Ordinance No. 2022-174 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING, RATIFYING AND AUTHORIZING THE MAYOR'S ENTERING INTO AN AGREEMENT FOR THE CITY'S PURCHASE OF SUPPLYING ELECTRICITY FOR ALL MUNICIPAL FACILITIES AND STREETLIGHTS LOCATED WITHIN THE CITY OF STRONGSVILLE, FROM DYNEGY ENERGY SERVICES EAST, LLC, THROUGH KINECT ENERGY, INC., FOR A FOUR-YEAR PERIOD, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-175 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING, RATIFYING AND AUTHORIZING THE MAYOR'S ENTERING INTO A CONTRACT FOR THE PURCHASE OF SUPPLYING NATURAL GAS FOR MUNICIPAL FACILITIES AND THE WALTER F. EHRNFELT RECREATION & SENIOR CENTER FROM UNITED ENERGY TRADING, LLC, THROUGH KINECT ENERGY, INC., FOR A THREE-YEAR PERIOD, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2022-176 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR OWNER'S REPRESENTATIVE PROFESSIONAL SERVICES IN CONNECTION WITH THE TOWN CENTER ENHANCEMENT AND WALKABILITY INITIATIVE PROJECT, AND DECLARING AN EMERGENCY.
- Resolution No. 2022-177 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF YOUTH SPORTS WEARING APPAREL FOR USE BY THE RECREATION DEPARTMENT OF THE CITY OF STRONGSVILLE DURING 2023, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

Application for Permit: NEW-D2: To: Szechuan Gourmet, 18086 Royalton Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 12/03/22).

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 073

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING SECTION 1252.36 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN CONNECTION WITH PROHIBITED USE OF SHIPPING AND/OR STORAGE CONTAINERS IN RESIDENTIAL DISTRICTS.

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

Section 1. That Section 1252.36 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville be and is hereby amended to read in its entirety as follows:

1252.36. PROHIBITED USES.

(a) Notwithstanding anything in this Chapter 1252 to the contrary, the sale or manufacture for sale of a firearm, firearm components, deadly weapons, ammunition for a firearm, explosive device, incendiary device, ballistic knife, dangerous ordnance, or explosive is prohibited in all Residential Districts. The terms set out in this Section 1252.36 shall have the same meaning as the defined terms set out in Ohio Revised Code Section 2923.11 in effect on the date of the passage of this Ordinance, or as subsequently amended or modified in the Ohio Revised Code.

~~(Ord. 2008-244. Passed 3-2-09.)~~

(b) Notwithstanding anything to the contrary in Chapters 1252, 1253 and 1254, shipping and/or storage containers, including but not limited to railway cars and containers carried by trucks and ships, are not permitted as main nor accessory uses or any components thereof in any Residential District.

Section 2. That in case of conflict between any provision of this Ordinance and any other ordinance or resolution, or part thereof, the provisions of this Ordinance shall prevail and apply, unless a conflicting provision is deemed to be more restrictive.

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 shall take effect and be in force from and after the earliest period allowed by law.

First reading: May 2, 2022

Referred to Planning Commission

Second reading: May 16, 2022

May 3, 2022

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 - 073
Page 2

Third reading: October 3, 2022

Public Hearing: June 20, 2022

President of Council

Date Passed: _____

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

Approved: _____

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2022-073 Amended: _____
1st Rdg. 05-02-22 Ref: PC/PBE
2nd Rdg. 05-16-22 Ref: PBE
3rd Rdg. 10-03-22 Ref: PBE

Public Hrg. 06-20-22 Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission
FROM: Aimee Pientka, Clerk of Council
DATE: May 3, 2022
SUBJECT: Referral from Council: Ordinance No. 2022-073.

At its regular meeting of May 2, 2022, City Council referred the following Ordinances to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2022-073 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 1252.36 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN CONNECTION WITH PROHIBITED USE OF SHIPPING AND/OR STORAGE CONTAINERS IN RESIDENTIAL DISTRICTS.

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

AKP
Attachments

MEMORANDUM

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

FROM: Carol Brill, Administrative Assistant, Boards & Commissions

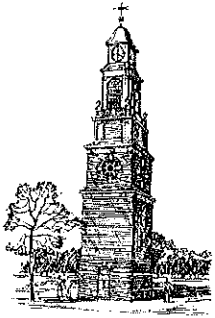
SUBJECT: Referrals to Council

DATE: May 13, 2022

Please be advised that at its meeting of May 12, 2022, the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2022-073

An Ordinance Amending Section 1252.36 of Title Six of Part Twelve-Planning and Zoning Code of the Codified Ordinances of the City of Strongsville in connection with Prohibited Use of Shipping and/or Storage Containers in Residential Districts.



City of Strongsville

16099 Foltz Parkway
Strongsville, Ohio 44149-5598
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Legal Advertisement

City Council

James A. Kaminski
Ward 1

Annamarie P. Roff
Ward 2

Thomas M. Clark
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Kelly A. Kosek
At-Large

Aimee Pientka, MMC
Clerk of Council

CITY OF STRONGSVILLE, OHIO

NOTICE OF PUBLIC HEARING

Notice is hereby given that a Public Hearing will be conducted by the Council of the City of Strongsville on **Monday, June 20, 2022 at 8:00 p.m., current time**, in the Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road, Strongsville, Ohio, upon the following Ordinance, which has been introduced in and is currently pending before the Council, entitled:

- Ordinance No. 2022-073 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING SECTION 1252.36 OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE IN CONNECTION WITH PROHIBITED USE OF SHIPPING AND/OR STORAGE CONTAINERS IN RESIDENTIAL DISTRICTS. *First reading and referred to the Planning Commission 05-02-22. Favorable recommendation by the Planning Commission 05-12-22. Second reading 05-16-22. Public hearing 06-20-22.*

This ordinance is on file in the office of the Clerk of Council at the Strongsville Service Center, 16099 Foltz Parkway, Strongsville, Ohio, for public inspection.

Any person desiring to be heard on the subject of the proposed amendment, or who may wish to object thereto, may appear at the time and place set forth above.

BY ORDER OF THE COUNCIL OF THE CITY OF STRONGSVILLE, OHIO:

Aimee Pientka, MMC
Clerk of Council

Editor's Note: To be published in The Post Newspaper
May 21, 2022 and May 28, 2022

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 152

By: Mayor Perciak and All Members of Council

AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21930 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION (PPN 392-14-006), AND DECLARING AN EMERGENCY.

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

Section 1. That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain property located at 21930 Royalton Road from GI (General Industrial) classification to R1-75 (One Family 75) classification (PPN 392-14-006), which property is more fully described in Exhibit "A" and as depicted in Exhibit "B," attached hereto and incorporated herein as if fully rewritten.

Section 2. That the Clerk of Council is hereby authorized to cause the necessary change on the Zoning Map to be made in order to reflect the zoning change in classification as provided in this Ordinance.

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 rezone such property in order to provide for the orderly development of lots and lands within the City, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

First reading: October 17, 2022

Referred to Planning Commission

Second reading: _____

October 18, 2022
Unfavorable recommendation
by Planning Commission
November 17, 2022.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 - 152
Page 2

Third reading: _____

Approved: _____

Public Hearing: _____

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2022-152 Amended: _____
1st Rdg. 10/17/22 Ref: PC/P2E
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

LEGAL DESCRIPTION

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio:

And known as being part of Original Strongsville Township Lot No. 86, bounded and described as follows: Beginning on the center line of Royalton Road, 60 feet wide, at the Southeasterly corner of land conveyed to Edward L. Anderson and Mary G. Anderson, by deed dated September 22, 1951 and recorded in Volume 7407, Page 478 of Cuyahoga County Records; thence Westerly along the center line of Royalton Road, about 443.90 feet to the Southwesterly corner of land so conveyed to Edward L. Anderson and Mary G. Anderson; thence Northerly along Westerly line of land conveyed to Edward L. Anderson as aforesaid, and by deed dated April 28, 1953 and recorded in Volume 13191, Page 445 of Cuyahoga County Records, about 850 feet to the most Northerly corner of land so conveyed to Edward L. Anderson; thence Southeasterly along the Northeasterly line of said land 461.10 feet to the Northeasterly corner of land conveyed to Edward L. and Mary G. Anderson as aforesaid; thence Southerly along the Easterly line of said land 700 feet to the place of beginning, be the same more or less, but subject to all legal highways.

Permanent Parcel No.: 392-14-006

Commonly known as: 21930 Royalton Road, Strongsville, Ohio 44149

EXHIBIT A

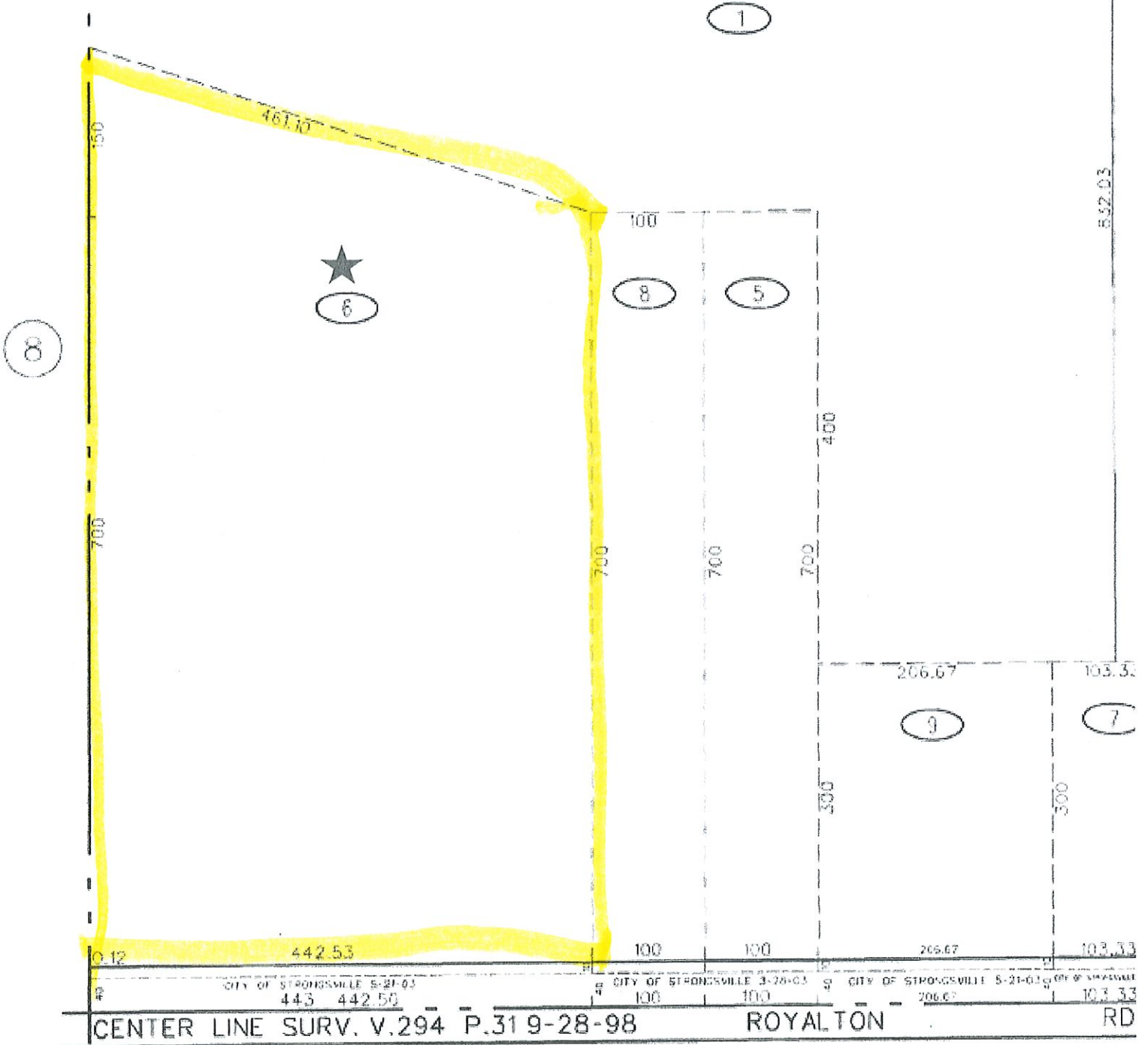


EXHIBIT B

PETITION FOR ZONING CHANGE

Ordinance Number: 2022-152

To the Council of the City of Strongsville, County of Cuyahoga, State of Ohio:

I/We, the undersigned owner(s) of the property set above our names on the Property Description Form attached to this document, hereby petition your Honorable Body that said property be changed from a class INDUSTRIAL use to a class RESIDENTIAL use.

Such change is necessary for the preservation and enjoyment of a substantial property right because: TO Sell AS RESIDENTIAL

Such change will not be materially detrimental to the public welfare nor to the property of other persons located in the vicinity because: Will Be Sold RESIDENTIAL

Please list other supporting documents (if any) which accompany this petition:

1. _____
2. _____
3. _____

THE PROPOSED USE OF THE PROPERTY IS: RESIDENTIAL

Name, address and **telephone number** of applicant or applicant's agent:

Name: Linda Ackema

Address: 15767 Bowfin Blvd Brook Park, Ohio 44142

Telephone Number: 216-702-7388

Linda Ackema
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed in my presence this 29 day of August, 2022.



MICHELLE HAMPTON
Notary Public
State of Ohio
My Comm. Expires
July 1, 2027

[Signature]
Notary Public
My commission expires: 7/1/27

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.

PROPERTY DESCRIPTION FORM

Ordinance Number: 2022-152

The following described property is that property for which a change is being requested in the attached Petition for Zoning Change and which is hereby incorporated into and made part of said petition:

Address of Property: 21930 ROYALTON RD

Permanent Parcel No.: 392-14-000

The property is bounded by the following streets: (indicate direction; i.e., north, south, etc.) FUTA + PROSPECT ROAD

Number and type of buildings which now occupy property (if any): 1- House 1- GARAGE 1- PAVILLION

Acreage: 7.57

Said property (has) (had) the following deed restrictions affecting the use thereof (attach copy): NONE

Said deed restrictions (will) (have) expire(d) on: _____

Said property is presently under lease or otherwise encumbered as follows: Reverse Mortgage

Owner(s)	Percent of Ownership:
1. <u>Linda Acke</u>	<u>50</u> %
2. <u>JAMES BASKIN</u>	<u>50</u> %
3. _____	_____ %

[Signature]
Signature of Owner(s)

State of Ohio)
County of Cuyahoga)

Sworn to and subscribed to in my presence this 21 day of August, 2022.

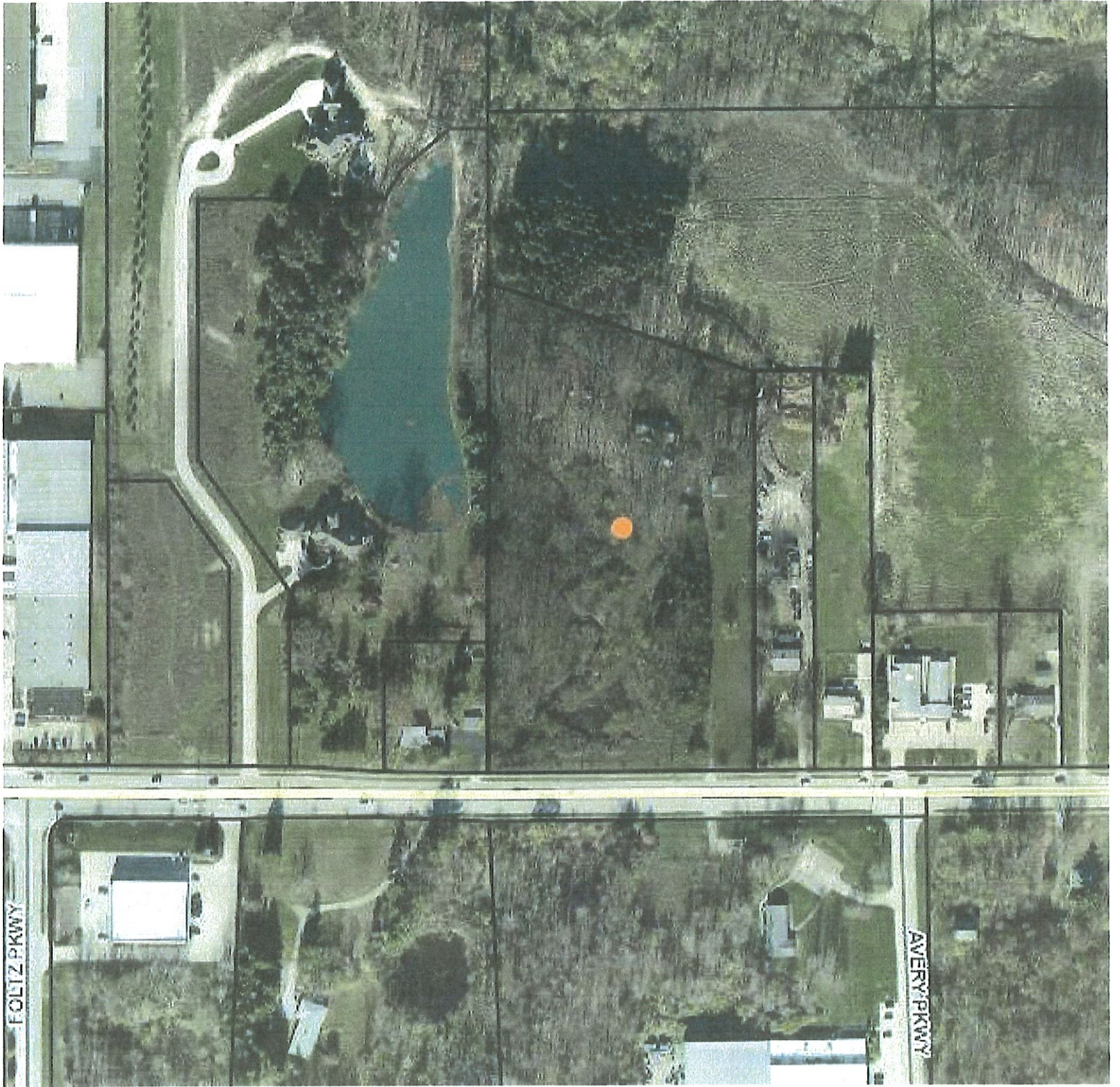
[Signature]
Notary Public




MICHELLE HAMPTON
Notary Public
State of Ohio
My Comm. Expires
July 1, 2027

My commission expires 7/1/27

* Please pay particular attention to the details in item number 4 on page one. The certified list of property owners must be prepared by a title insurance company. Please provide a cover letter from the title insurance company verifying that said list was prepared by them.



CUYAHOGA COUNTY FISCAL OFFICER
 392-14-006 *Alma Jean Erskine* 5/12/2022 4
 B-05122022-25
 ACIERNO, LINDA JEAN & ERSK. Tax Dist. 3340
 Affidavit LUC: 5100 EX: S
 Sale Amt: \$ 0.00 LAND: 146,300
 Conv. Fee: \$ 0.00 BLDG: 77,600
 PUBLIC TOTAL: 223,900



* 1 0 8 6 7 7 2 *

CUYAHOGA COUNTY
 OFFICE OF FISCAL OFFICERS - 5
 DEAF 5/12/2022 4:46:43 PM
202205120730

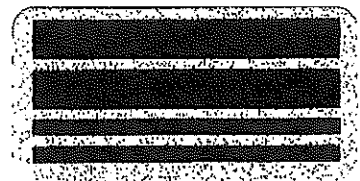
STATE OF OHIO

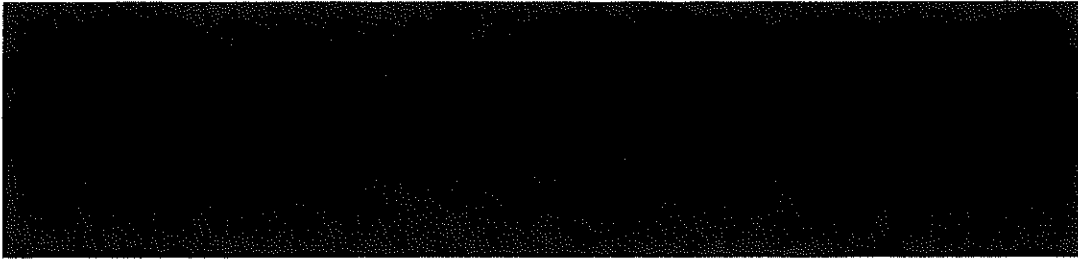
**AFFIDAVIT OF
 CONFIRMATION / TRANSFER
 ON DEATH BENEFICIARY
 (R.C. 5302.222)**

COUNTY OF CUYAHOGA

Linda Jean Acierno and James Russell Erskine, being first duly sworn, deposes and says as follows:

- 1) That **Alma Jean Erskine** was the fee simple owner of property under a duly recorded transfer on death deed. The original Transfer on Death Deed is recorded in the records of the Cuyahoga County Recorder in Instrument Number. 200206140403.
- 2) That **Linda Jean Acierno**, whose address is **15767 Bowfin Blvd., Brookpark Ohio 44122**, is a transfer on death beneficiary.
- 3) That **James Russell Erskine**, whose address is **15767 Bowfin Blvd., Brookpark Ohio 44122**, is a transfer on death beneficiary.
- 4) That the property is known as **21930 Royalton Road, Strongsville, Ohio 44149**, Cuyahoga County, State of Ohio and also known as Permanent Parcel Number 392-14-006 on the records of the County Auditor. A full legal description is attached hereto.
- 5) That **Alma Jean Erskine** died on or about March 3, 2022 and a death certificate has been issued. A COPY OF THE DEATH CERTIFICATE IS ATTACHED HERETO.





6) That by virtue of the death of Alma Jean Erskine, Linda Jean Acierno and James Russell Erskine are the fee simple owners of the above described property and .. requests that this fact be reflected on the land and tax records of the county.

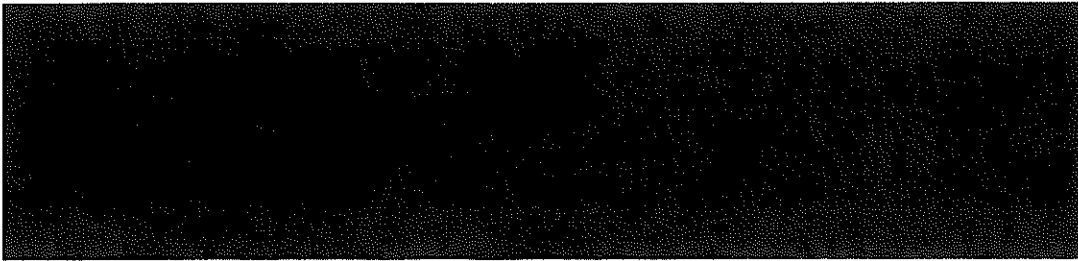
Linda Jean Acierno
Linda Jean Acierno

James Russell Erskine
James Russell Erskine

SWORN TO BEFORE ME, and subscribed in my presence this 30th
Day of March, 2022

[Signature]
NOTARY PUBLIC

PREPARED BY: Scott W. Paris, of Paris Law, L.L.C. 15007 Center Ridge Road, North
Ridgville, OH 44039. SCOTT W. PARIS
NOTARY PUBLIC
STATE OF OHIO
My Comm. Has No
Expiration Date
Section 147.03 R. C.



CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Lori Daley, Assistant City Engineer
FROM: Aimee Pientka, Clerk of Council
DATE: September 9, 2022
SUBJECT: Rezoning Application
Owner: Linda Acierno & James Erskine
PPN: 392-14-006
Address: 21930 Royalton Road
From: General Industrial (GI) to Residential

Please check the legal description on the attached application for rezoning and, if correct, please forward to the Law Director so he may prepare legislation for Council to consider.

Thank you.

AKP
Attachments

Cc: Thomas P. Perciak, Mayor
Neal Jamison, Law Director
Daniel J. Kolick, Assistant Law Director
George Smerigan, City Planner
Brent Painter, Economic Development Director
All Members of Council
Carol Brill, Planning Commission Secretary

City of Strongsville

Memorandum

To: Neal Jamison, Law Director

CC: Mayor Perciak
Ken Mikula, City Engineer
Aimee Pientka
George Smerigan, City Planner
Brent Painter, Economic Development Director
Dan Kolick, Assistant Law Director
Carol Brill, Planning Commission Secretary

From: Lori Daley, Assistant City Engineer

Date: October 5, 2022

Re: Rezoning Application
PPN 392-14-006
GI to R1-75

Neal,

The attached legal description and exhibit included in the Clerk of Council's September 9, 2022 memo accurately depict the parcel to be rezoned.

Per the Clerk's October 4, 2022 e-mail, the applicant is requesting the residential designation to be R1-75.

Please feel free to contact me with any questions.

Thank you.

CITY OF STRONGSVILLE
OFFICE OF THE COUNCIL

MEMORANDUM

TO: Planning Commission
FROM: Aimee Pientka, Clerk of Council
DATE: October 18, 2022
SUBJECT: Referral from Council: Ordinance No. 2022-152.

At its regular meeting of October 17, 2022, City Council referred the following Ordinance to the Planning Commission for its report and recommendation thereon:

- Ordinance No. 2022-152 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN REAL ESTATE LOCATED AT 21930 ROYALTON ROAD, IN THE CITY OF STRONGSVILLE FROM GI (GENERAL INDUSTRIAL) CLASSIFICATION TO R1-75 (ONE FAMILY 75) CLASSIFICATION (PPN 392-14-006), AND DECLARING AN EMERGENCY.

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

AKP
Attachments

MEMORANDUM

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

FROM: Carol Brill, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: November 18, 2022

Please be advised that at its meeting of November 17, 2022, the Strongsville Planning Commission gave Unfavorable Recommendation to the following;

ORDINANCE NO. 2022-152

An Ordinance Amending the Zoning Map of the City of Strongsville Adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville to Change the Zoning Classification of Certain Real Estate Located at 21930 Royalton Road, in the City of Strongsville from GI (General Industrial) Classification to R1-75 (One Family 75) Classification (PPN 392-14-006).

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 159

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING AN **AUTOZONE** MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (the "Act") provide that this Council may describe public improvements to be made which directly benefit certain parcels, declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (the "City") to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, to improve the flow of traffic in and around the parcel described in **Exhibit A** hereto, as such parcel may be consolidated or split (collectively, the "Property"), this Council may cause construction of one or more of the public improvements described in **Exhibit B** hereto (collectively, the "Public Improvements"), that once made will directly benefit the Property and the City and its residents; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Property pursuant to Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay costs of the Public Improvements; and

WHEREAS, the Strongsville City School District and Polaris Joint Vocational School District have been notified of this Ordinance consistent with Ohio Revised Code Section 5709.83.

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

Section 1. The Public Improvements described in **Exhibit B** hereto, if made or caused to be made by the City, are hereby designated as those Public Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare.

Section 2. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing

with the tax year following the year in which this Ordinance is passed and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Strongsville City School District and Polaris Joint Vocational School District in the amount of the taxes that would have been payable to the Strongsville City School District and Polaris Joint Vocational School District, as applicable, if the Improvements had not been exempted from taxation.

Section 3. As provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvement are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments, together with any associated rollback payments, shall be deposited in the **AUTOZONE** Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof. In accordance with Ohio Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville City School District and Polaris Joint Vocational School District, as applicable, would have received from the portion of the Improvements exempted from taxation, had such Improvements not been exempted from taxation. This Council hereby authorizes the Mayor, Director of Finance and Law Director, and other appropriate officers of the City, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary or incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

Section 4. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the **AUTOZONE** Public Improvement Tax Increment Equivalent Fund (the "Fund"), into which shall be deposited all of the Service Payments and any associated rollback payments distributed to the City with respect to the Improvements on the Property by or on behalf of the County Treasurer, as provided in Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

- (i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Improvements, including those costs set forth in Ohio Revised Code Section 133.15(B);
- (ii) to pay the interest on and principal of bonds or notes, and premium, if any, including refunding or additional bonds or notes or other obligations issued or loans entered into by the City or other governmental entity to finance costs of the Public Improvements until such notes or bonds or other obligations or loans are paid in full, and to pay any trustee, administrative and other costs related to servicing the obligations and providing and replenishing a reserve fund and to pay any costs charged by the issuer of the obligations; and
- (iii) to reimburse the City, or other governmental entity for any funds used to pay costs of the Public Improvements, or to pay interest, principal, or premium, and related costs on any of the aforesaid notes, bonds, loans or other obligations, prior to receipt of Service Payments.

The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with said Section 5709.43.

Section 5. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Department of Development within fifteen days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Ohio Department of Development the status report required under Section 5709.40 of the Ohio Revised Code.

Section 6. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to eliminate existing hazards to vehicular traffic; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

Ord. No. 2022-159 Amended: _____
 1st Rdg. 11-7-22 Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

**EXHIBIT A
THE PROPERTY**

**CITY OF STRONGSVILLE
AUTOZONE TIF Parcel Number**

392-33-093

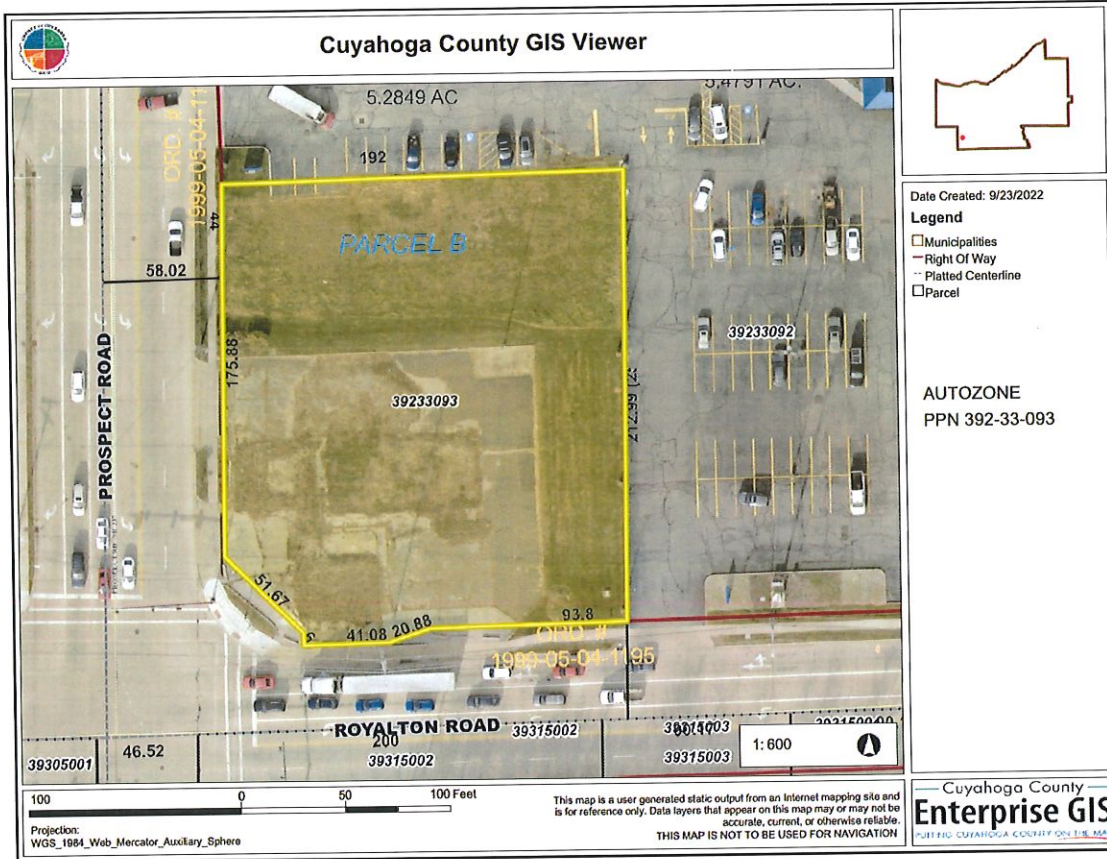


EXHIBIT B

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

The Public Improvements consist of

- (i) the widening of and other improvements to Royalton Road from terminus to terminus and including the intersection of Prospect Road, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (ii) the widening of and other improvements to Prospect Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements, and
- (iii) the widening of and other improvements to Pearl Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements.

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Property and directly benefiting the Property.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 160

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A CCL MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (the "Act") provide that this Council may describe public improvements to be made which directly benefit certain parcels, declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (the "City") to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, to improve the flow of traffic in and around the parcel described in **Exhibit A** hereto, as such parcel may be consolidated or split (collectively, the "Property"), this Council may cause construction of one or more of the public improvements described in **Exhibit B** hereto (collectively, the "Public Improvements"), that once made will directly benefit the Property and the City and its residents; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Property pursuant to Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay costs of the Public Improvements; and

WHEREAS, the Strongsville City School District and Polaris Joint Vocational School District have been notified of this Ordinance consistent with Ohio Revised Code Section 5709.83.

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

Section 1. The Public Improvements described in **Exhibit B** hereto, if made or caused to be made by the City, are hereby designated as those Public Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare.

Section 2. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing

with the tax year following the year in which this Ordinance is passed and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Strongsville City School District and Polaris Joint Vocational School District in the amount of the taxes that would have been payable to the Strongsville City School District and Polaris Joint Vocational School District, as applicable, if the Improvements had not been exempted from taxation.

Section 3. As provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvement are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments, together with any associated rollback payments, shall be deposited in the CCL Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof. In accordance with Ohio Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville City School District and Polaris Joint Vocational School District, as applicable, would have received from the portion of the Improvements exempted from taxation, had such Improvements not been exempted from taxation. This Council hereby authorizes the Mayor, Director of Finance and Law Director, and other appropriate officers of the City, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary or incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

Section 4. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the CCL Public Improvement Tax Increment Equivalent Fund (the "Fund"), into which shall be deposited all of the Service Payments and any associated rollback payments distributed to the City with respect to the Improvements on the Property by or on behalf of the County Treasurer, as provided in Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

- (i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Improvements, including those costs set forth in Ohio Revised Code Section 133.15(B);
- (ii) to pay the interest on and principal of bonds or notes, and premium, if any, including refunding or additional bonds or notes or other obligations issued or loans entered into by the City or other governmental entity to finance costs of the Public Improvements until such notes or bonds or other obligations or loans are paid in full, and to pay any trustee, administrative and other costs related to servicing the obligations and providing and replenishing a reserve fund and to pay any costs charged by the issuer of the obligations; and
- (iii) to reimburse the City, or other governmental entity for any funds used to pay costs of the Public Improvements, or to pay interest, principal, or premium, and related costs on any of the aforesaid notes, bonds, loans or other obligations, prior to receipt of Service Payments.

The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with said Section 5709.43.

Section 5. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Department of Development within fifteen days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Ohio Department of Development the status report required under Section 5709.40 of the Ohio Revised Code.

Section 6. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to eliminate existing hazards to vehicular traffic; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

Ord. No. 2022-160 Amended: _____
 1st Rdg. 11-7-22 Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

EXHIBIT A
THE PROPERTY

CITY OF STRONGSVILLE
CCL TIF Parcel Number

394-09-004

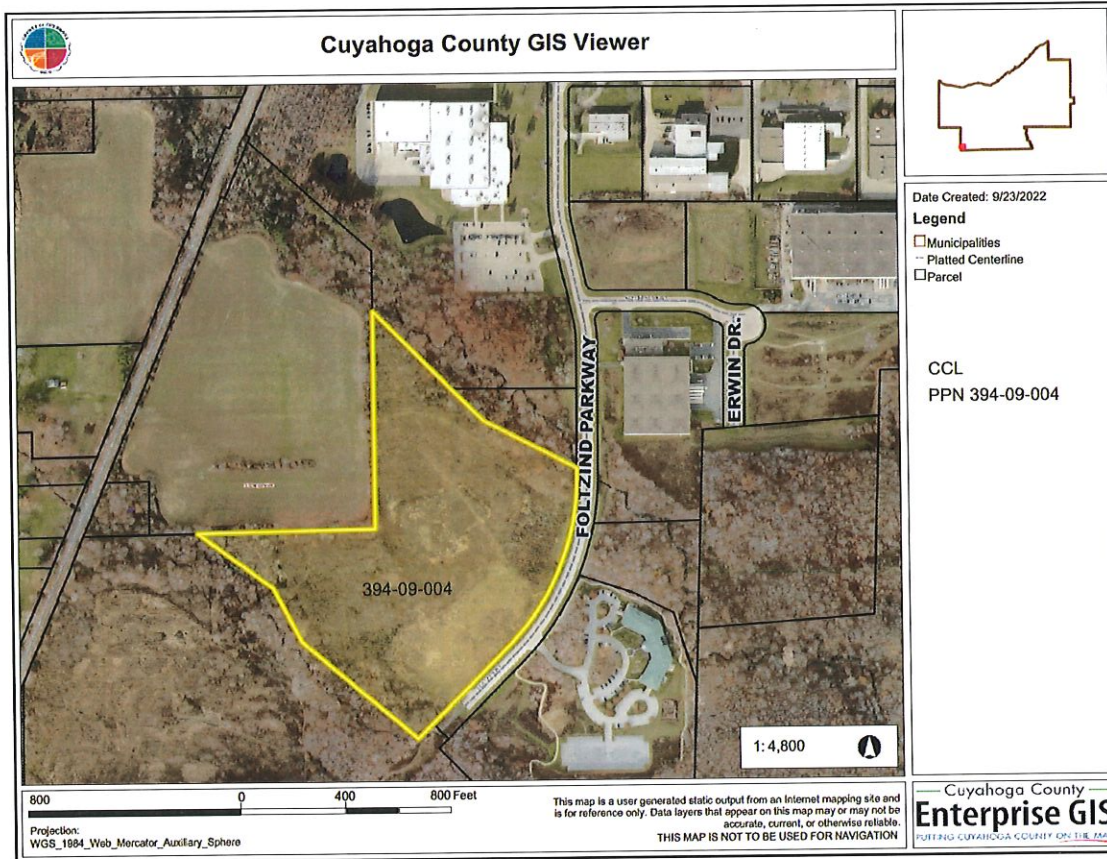


EXHIBIT B

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

The Public Improvements consist of

- (i) the widening of and other improvements to Foltz Parkway from terminus to terminus and including the intersection of Royalton Road, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (ii) the widening of and other improvements to Royalton Road from terminus to terminus and including the intersection at Foltz Parkway, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iii) the widening of and other improvements to Prospect Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements, and
- (iv) the widening of and other improvements to Drake Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements.

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Property and directly benefiting the Property.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 161

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A **LITEHOUSE** MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (the "Act") provide that this Council may describe public improvements to be made which directly benefit certain parcels, declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (the "City") to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, to improve the flow of traffic in and around the parcel described in **Exhibit A** hereto, as such parcel may be consolidated or split (collectively, the "Property"), this Council may cause construction of the public improvements described in **Exhibit B** hereto (collectively, the "Public Improvements"), that once made will directly benefit the Property and the City and its residents; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Property pursuant to Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay costs of the Public Improvements; and

WHEREAS, the Strongsville City School District and Polaris Joint Vocational School District have been notified of this Ordinance consistent with Ohio Revised Code Section 5709.83.

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

Section 1. The Public Improvements described in **Exhibit B** hereto, if made or caused to be made by the City, are hereby designated as those Public Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare.

Section 2. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing

with the tax year following the year in which this Ordinance is passed and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Strongsville City School District and Polaris Joint Vocational School District in the amount of the taxes that would have been payable to the Strongsville City School District and Polaris Joint Vocational School District, as applicable, if the Improvements had not been exempted from taxation.

Section 3. As provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvement are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments, together with any associated rollback payments, shall be deposited in the **LITEHOUSE** Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof. In accordance with Ohio Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville City School District and Polaris Joint Vocational School District, as applicable, would have received from the portion of the Improvements exempted from taxation, had such Improvements not been exempted from taxation. This Council hereby authorizes the Mayor, Director of Finance and Law Director, and other appropriate officers of the City, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary or incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

Section 4. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the **LITEHOUSE** Public Improvement Tax Increment Equivalent Fund (the "Fund"), into which shall be deposited all of the Service Payments and any associated rollback payments distributed to the City with respect to the Improvements on the Property by or on behalf of the County Treasurer, as provided in Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

- (i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Improvements, including those costs set forth in Ohio Revised Code Section 133.15(B);
- (ii) to pay the interest on and principal of bonds or notes, and premium, if any, including refunding or additional bonds or notes or other obligations issued or loans entered into by the City or other governmental entity to finance costs of the Public Improvements until such notes or bonds or other obligations or loans are paid in full, and to pay any trustee, administrative and other costs related to servicing the obligations and providing and replenishing a reserve fund and to pay any costs charged by the issuer of the obligations; and
- (iii) to reimburse the City, or other governmental entity for any funds used to pay costs of the Public Improvements, or to pay interest, principal, or premium, and related costs on any of the aforesaid notes, bonds, loans or other obligations, prior to receipt of Service Payments.

The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with said Section 5709.43.

Section 5. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Department of Development within fifteen days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Ohio Department of Development the status report required under Section 5709.40 of the Ohio Revised Code.

Section 6. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to eliminate existing hazards to vehicular traffic; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2022-161 Amended: _____
1st Rdg. 11-7-22 Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

EXHIBIT A
THE PROPERTY

CITY OF STRONGSVILLE
LITEHOUSE TIF Parcel Number

392-20-007

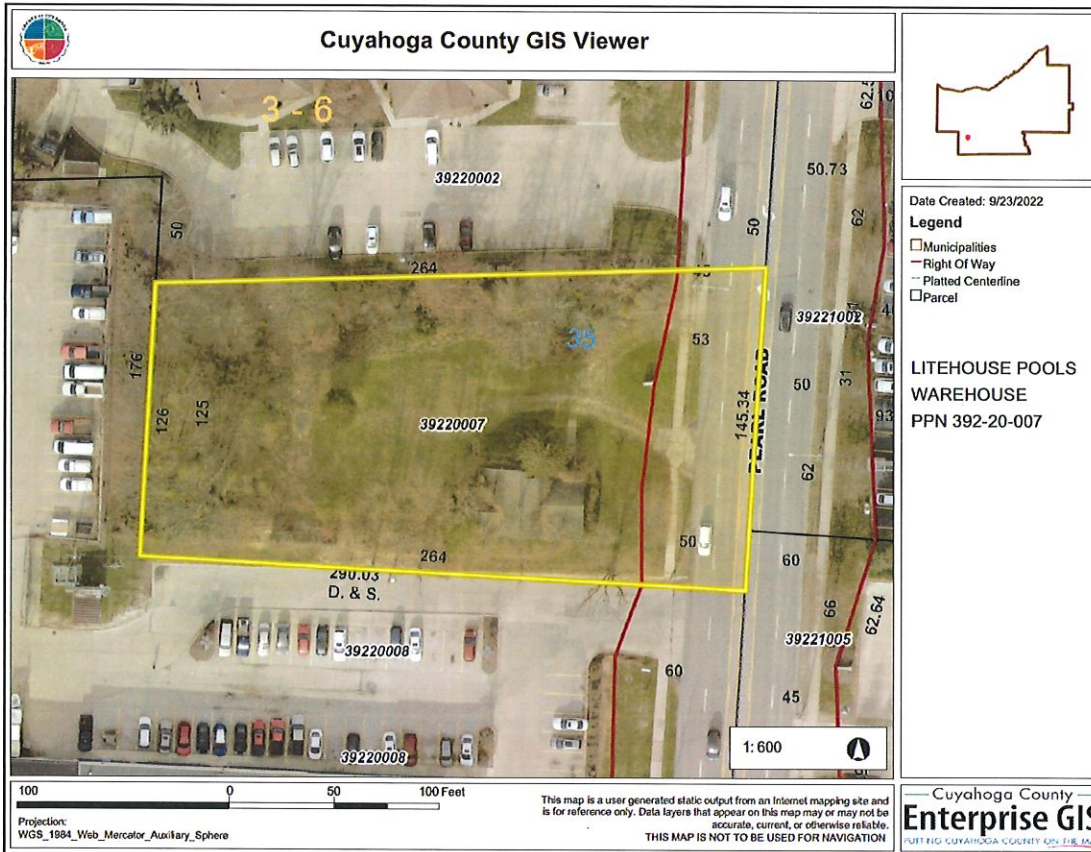


EXHIBIT B

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

The Public Improvements consist of

- (i) the widening of and other improvements to Pearl Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (ii) the widening of and other improvements to Royalton Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements, and
- (iii) the widening of and other improvements to Albion Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements.

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Property and directly benefiting the Property.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 161

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A **LITEHOUSE** MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY, **AS AMENDED**.

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (the "Act") provide that this Council may describe public improvements to be made which directly benefit certain parcels, declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (the "City") to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, to improve the flow of traffic in and around the parcel described in **Exhibit A** hereto, as such parcel may be consolidated or split (collectively, the "Property"), this Council may cause construction of the public improvements described in **Exhibit B** hereto (collectively, the "Public Improvements"), that once made will directly benefit the Property and the City and its residents; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Property pursuant to Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay costs of the Public Improvements; and

WHEREAS, the Strongsville City School District and Polaris Joint Vocational School District have been notified of this Ordinance consistent with Ohio Revised Code Section 5709.83.

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

Section 1. The Public Improvements described in **Exhibit B** hereto, if made or caused to be made by the City, are hereby designated as those Public Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare.

Section 2. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing

with the tax year following the year in which this Ordinance is passed and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Strongsville City School District and Polaris Joint Vocational School District in the amount of the taxes that would have been payable to the Strongsville City School District and Polaris Joint Vocational School District, as applicable, if the Improvements had not been exempted from taxation.

Section 3. As provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvement are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments, together with any associated rollback payments, shall be deposited in the **LITEHOUSE** Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof. In accordance with Ohio Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville City School District and Polaris Joint Vocational School District, as applicable, would have received from the portion of the Improvements exempted from taxation, had such Improvements not been exempted from taxation. This Council hereby authorizes the Mayor, Director of Finance and Law Director, and other appropriate officers of the City, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary or incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

Section 4. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the **LITEHOUSE** Public Improvement Tax Increment Equivalent Fund (the "Fund"), into which shall be deposited all of the Service Payments and any associated rollback payments distributed to the City with respect to the Improvements on the Property by or on behalf of the County Treasurer, as provided in Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

- (i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Improvements, including those costs set forth in Ohio Revised Code Section 133.15(B);
- (ii) to pay the interest on and principal of bonds or notes, and premium, if any, including refunding or additional bonds or notes or other obligations issued or loans entered into by the City or other governmental entity to finance costs of the Public Improvements until such notes or bonds or other obligations or loans are paid in full, and to pay any trustee, administrative and other costs related to servicing the obligations and providing and replenishing a reserve fund and to pay any costs charged by the issuer of the obligations; and
- (iii) to reimburse the City, or other governmental entity for any funds used to pay costs of the Public Improvements, or to pay interest, principal, or premium, and related costs on any of the aforesaid notes, bonds, loans or other obligations, prior to receipt of Service Payments.

The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with said Section 5709.43.

Section 5. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Department of Development within fifteen days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Ohio Department of Development the status report required under Section 5709.40 of the Ohio Revised Code.

Section 6. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to eliminate existing hazards to vehicular traffic; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

Ord. No. 2022-161 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

EXHIBIT A
THE PROPERTY

CITY OF STRONGSVILLE
LITEHOUSE TIF Parcel Number

392-20-007

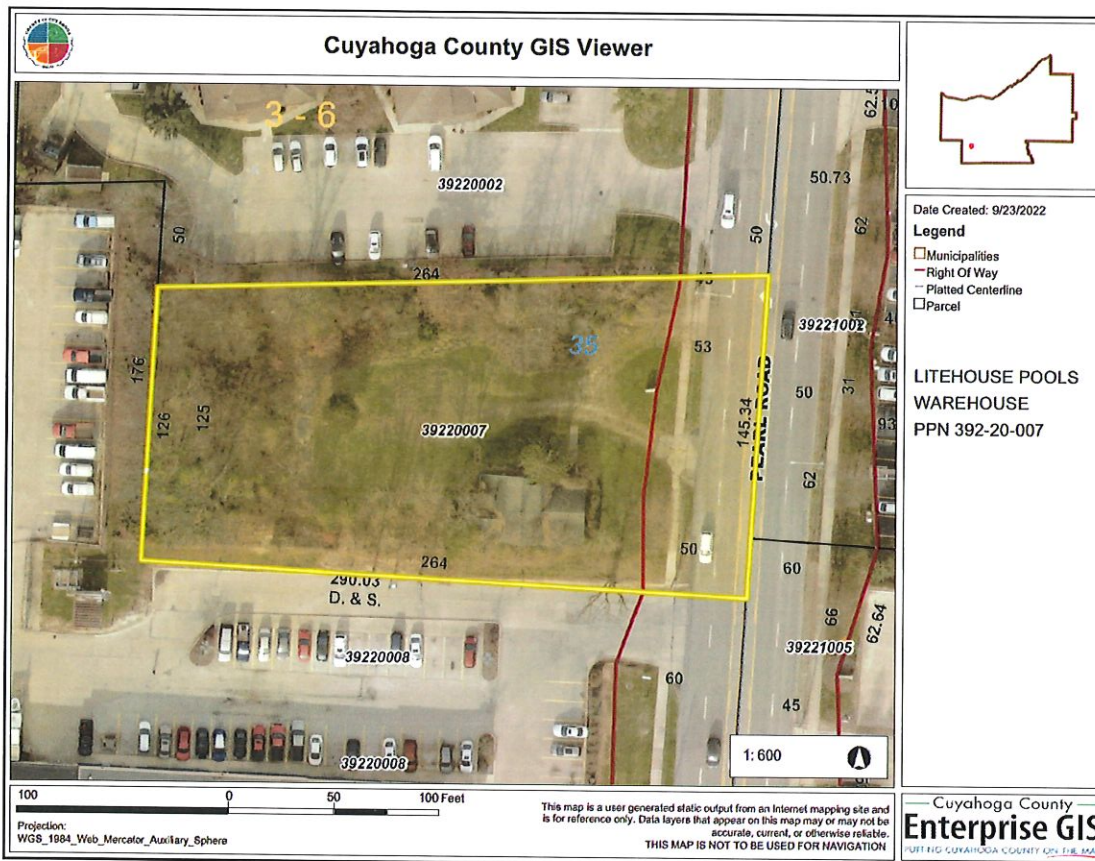


EXHIBIT B

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

The Public Improvements consist of

- (i) the widening of and other improvements to Pearl Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (ii) the widening of and other improvements to Royalton Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iii) the widening of and other improvements to Albion Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements, and
- (iv) the widening of and other improvements to Prospect Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements.**

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Property and directly benefiting the Property.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 162

By: Mayor Perciak and All Members of Council

AN ORDINANCE DECLARING IMPROVEMENTS TO A CERTAIN PARCEL OF REAL PROPERTY TO BE A PUBLIC PURPOSE, DESCRIBING THE PUBLIC IMPROVEMENTS TO BE MADE TO DIRECTLY BENEFIT SUCH PARCEL, REQUIRING THE OWNERS OF THE IMPROVEMENTS ON SUCH PARCEL TO MAKE SERVICE PAYMENTS IN LIEU OF TAXES, ESTABLISHING A **SCHAEFFLER** MUNICIPAL PUBLIC IMPROVEMENT TAX INCREMENT EQUIVALENT FUND FOR THE DEPOSIT OF SUCH SERVICE PAYMENTS PURSUANT TO OHIO REVISED CODE SECTIONS 5709.40, 5709.42 AND 5709.43, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Sections 5709.40, 5709.42 and 5709.43 (the "Act") provide that this Council may describe public improvements to be made which directly benefit certain parcels, declare Improvements (as defined in Ohio Revised Code Section 5709.40) with respect to such parcels of real property located in the City of Strongsville (the "City") to be a public purpose, thereby authorizing the exemption of those Improvements from real property taxation for a period of time, and provide for the making of service payments in lieu of taxes by the owner of such parcels, and establish a municipal public improvement tax increment equivalent fund into which such service payments shall be deposited; and

WHEREAS, to improve the flow of traffic in and around the parcel described in **Exhibit A** hereto, as such parcel may be consolidated or split (collectively, the "Property"), this Council may cause construction of one or more of the public improvements described in **Exhibit B** hereto (collectively, the "Public Improvements"), that once made will directly benefit the Property and the City and its residents; and

WHEREAS, the City has determined that it is necessary and appropriate and in the best interests of the City to provide for service payments in lieu of taxes with respect to the Property pursuant to Section 5709.42 of the Ohio Revised Code (the "Service Payments") to pay costs of the Public Improvements; and

WHEREAS, the Strongsville City School District and Polaris Joint Vocational School District have been notified of this Ordinance consistent with Ohio Revised Code Section 5709.83.

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

Section 1. The Public Improvements described in **Exhibit B** hereto, if made or caused to be made by the City, are hereby designated as those Public Improvements that directly benefit, or that once made will directly benefit, the Property, and are determined to be necessary for the public health, safety and welfare.

Section 2. Pursuant to and in accordance with the provisions of Ohio Revised Code Section 5709.40, and, in particular, Section 5709.40(B), this Council hereby finds and determines that 100% of the increase in the assessed value of the Property that would first appear on the tax list and duplicate of real property after the effective date of this Ordinance (which increase in assessed value is herein referred to as the "Improvement" or "Improvements" as defined in said Section 5709.40) is a public purpose, and 100% of said Improvement is hereby declared to be a public purpose for a period of 30 years and exempt from taxation commencing

with the tax year following the year in which this Ordinance is passed and ending on the earlier of (1) the date the Improvements have been exempted from taxation for a period of 30 years or (2) the date on which the City has collected into the Fund established in Section 4 hereof a total amount of Service Payments available for and sufficient to pay the costs provided in Section 4 hereof; provided, however, that Service Payments shall be paid to the Strongsville City School District and Polaris Joint Vocational School District in the amount of the taxes that would have been payable to the Strongsville City School District and Polaris Joint Vocational School District, as applicable, if the Improvements had not been exempted from taxation.

Section 3. As provided in Section 5709.42 of the Revised Code, the owner or owners of the Improvement are hereby required to and shall pay the Service Payments to the County Treasurer on or before the final dates for payment of real property taxes, which Service Payments, together with any associated rollback payments, shall be deposited in the **SCHAEFFLER** Municipal Public Improvement Tax Increment Equivalent Fund established in Section 4 hereof. In accordance with Ohio Revised Code Section 5709.42, the County Treasurer shall distribute a portion of the Service Payments directly to the Strongsville City School District and Polaris Joint Vocational School District in an amount equal to the property tax payments the Strongsville City School District and Polaris Joint Vocational School District, as applicable, would have received from the portion of the Improvements exempted from taxation, had such Improvements not been exempted from taxation. This Council hereby authorizes the Mayor, Director of Finance and Law Director, and other appropriate officers of the City, to provide such information and certifications, and execute and deliver or accept delivery of such instruments, as are necessary or incidental to collect those Service Payments, and to make such arrangements as are necessary and proper for payment of the Service Payments.

Section 4. This Council hereby establishes pursuant to and in accordance with the provisions of Section 5709.43 of the Ohio Revised Code, the **SCHAEFFLER** Public Improvement Tax Increment Equivalent Fund (the "Fund"), into which shall be deposited all of the Service Payments and any associated rollback payments distributed to the City with respect to the Improvements on the Property by or on behalf of the County Treasurer, as provided in Section 5709.42 of the Ohio Revised Code, and hereby agrees that moneys in that fund shall be used for any or all of the following purposes:

- (i) to pay any and all planning, engineering, acquisition, construction, installation, financing costs, and any and all other direct and indirect costs of the Public Improvements, including those costs set forth in Ohio Revised Code Section 133.15(B);
- (ii) to pay the interest on and principal of bonds or notes, and premium, if any, including refunding or additional bonds or notes or other obligations issued or loans entered into by the City or other governmental entity to finance costs of the Public Improvements until such notes or bonds or other obligations or loans are paid in full, and to pay any trustee, administrative and other costs related to servicing the obligations and providing and replenishing a reserve fund and to pay any costs charged by the issuer of the obligations; and
- (iii) to reimburse the City, or other governmental entity for any funds used to pay costs of the Public Improvements, or to pay interest, principal, or premium, and related costs on any of the aforesaid notes, bonds, loans or other obligations, prior to receipt of Service Payments.

The Fund shall remain in existence so long as the Service Payments are collected and used for the aforesaid purposes, after which said Fund shall be dissolved in accordance with said Section 5709.43.

Section 5. Pursuant to Section 5709.40 of the Ohio Revised Code, the Clerk of Council is hereby directed to deliver a copy of this Ordinance to the Director of the Ohio Department of Development within fifteen days after its passage. On or before March 31 of each year that the exemption set forth in Section 2 hereof remains in effect, the Mayor or other authorized officer of this City shall prepare and submit to the Director of the Ohio Department of Development the status report required under Section 5709.40 of the Ohio Revised Code.

Section 6. This Council finds and determines that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective in order to eliminate existing hazards to vehicular traffic; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor, provided it receives the affirmative vote of at least two-thirds of the members of the Council, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

Ord. No. 2022-162 Amended: _____
 1st Rdg. 11-7-22 Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

EXHIBIT A
THE PROPERTY

CITY OF STRONGSVILLE
SCHAEFFLER TIF Parcel Number

393-03-013

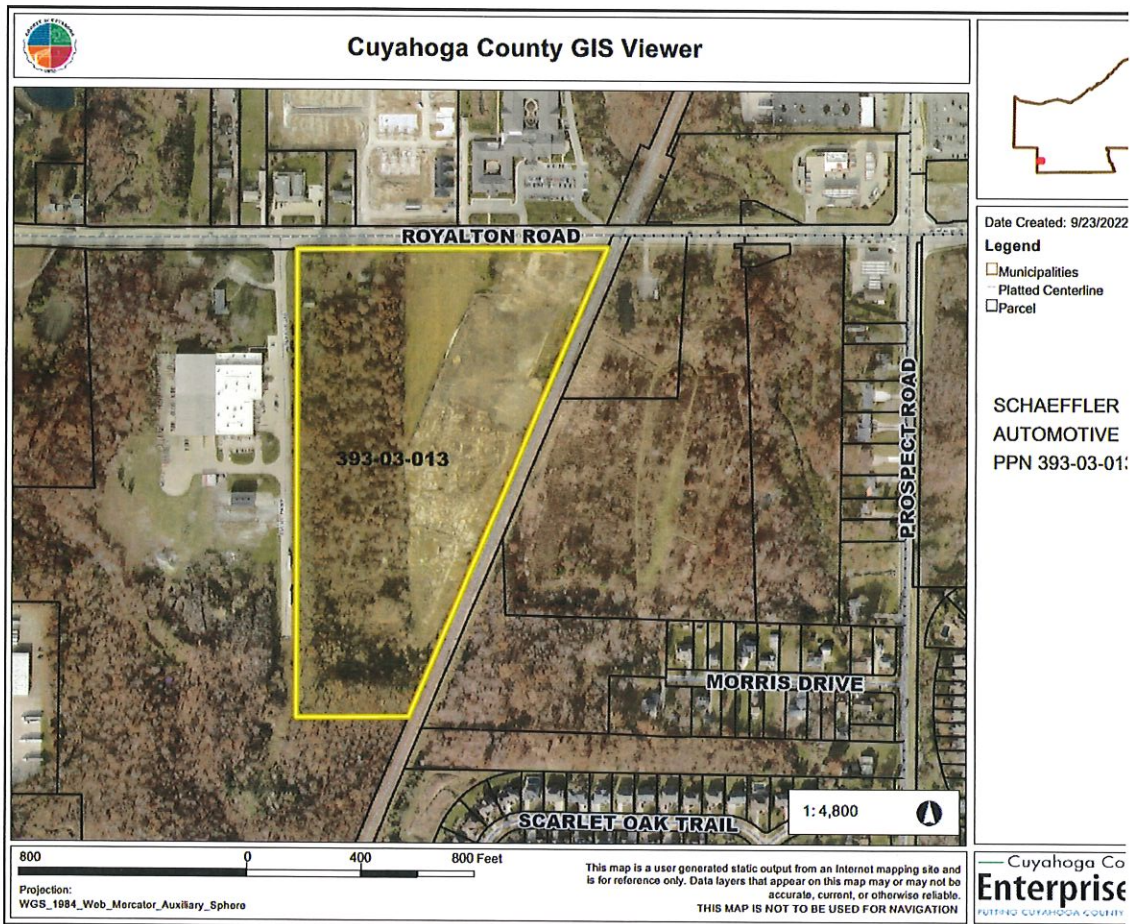


EXHIBIT B

DESCRIPTION OF THE PUBLIC IMPROVEMENTS

The Public Improvements consist of

- (i) the widening of and other improvements to Avery Parkway from terminus to terminus and including the intersection of Royalton Road, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (ii) the widening of and other improvements to Royalton Road from terminus to terminus and including the intersection at Avery Parkway, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements,
- (iii) the widening of and other improvements to Prospect Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements, and
- (iv) the widening of and other improvements to Drake Road from terminus to terminus, including improvements to, or construction or installation of, intersections, signalization, public utilities, curbs, sidewalks, lighting, and storm water management facilities, acquisition of real estate in connection therewith, and all related improvements.

The Public Improvements further include the construction of or improvements to any other public streets, utilities and public facilities in and around the Property and directly benefiting the Property.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 - 168
BY: MAYOR THOMAS P. PERCIAK

AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER
EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2022 AND REPEALING ORDINANCE
NUMBER 2022-153

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

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

<u>General Fund - 101</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
101	Total General Fund	\$ 20,165,080.00	\$ 8,758,546.00	\$ 16,522,820.00	\$ 45,446,446.00

<u>Special Revenue Funds - 200</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,468,700.00	\$ -	\$ -	\$ 1,468,700.00
204	Street Construction & Maintenance	5,178,600.00	9,867,800.00	-	15,046,400.00
205	State Highway Maintenance	-	57,600.00	-	57,600.00
206	Motor Vehicle License Tax	-	600,000.00	-	600,000.00
207	Emergency Vehicle Fund	-	1,949,750.00	-	1,949,750.00
208	Fire Levy	8,894,100.00	915,350.00	-	9,809,450.00
209	Fire Pension	1,704,400.00	-	-	1,704,400.00
211	Clerk of Court	-	40,000.00	-	40,000.00
212	Drainage Levy	-	668,000.00	-	668,000.00
213	Local Fiscal Recovery	444,875.00	18,676.00	2,339,092.00	2,802,643.00
214	Multi-Purpose Complex	3,112,632.00	2,195,140.00	-	5,307,772.00
215	Southwest General Hospital	-	357,538.47	-	357,538.47
216	Law Enforcement Federal Seizures	-	7,000.00	-	7,000.00
217	Law Enforcement State Seizures	-	12,000.00	-	12,000.00
218	Law Enforcement Drug Fine	-	400.00	-	400.00
219	Law Enforcement DWI/DUI	-	5,000.00	-	5,000.00
220	Tree Fund	-	135,000.00	-	135,000.00
222	Community Diversion	11,200.00	4,000.00	-	15,200.00
223	Bond Escrow	-	970,000.00	-	970,000.00
224	Earned Benefits	710,200.00	-	-	710,200.00
225	One Ohio Settlement Fund	-	9,210.00	-	9,210.00
200	Total Special Revenue Funds	\$ 21,524,707.00	\$ 17,812,464.47	\$ 2,339,092.00	\$ 41,676,263.47

<u>Debt Service Funds - 300</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ -	\$ 2,799,500.00	\$ -	\$ 2,799,500.00
333	Pearl Road TIF # 1	-	1,197,500.00	-	1,197,500.00
334	Royalton Road TIF	-	108,000.00	-	108,000.00
335	Pearl Road TIF # 2	-	83,000.00	-	83,000.00
336	Pearl Road TIF # 3	-	42,300.00	-	42,300.00
337	Westwood Commons TIF	-	37,600.00	-	37,600.00
338	Giant Eagle TIF	-	112,800.00	-	112,800.00
339	GETGO TIF	-	41,000.00	-	41,000.00
340	Clover Senior TIF	-	145,600.00	-	145,600.00
341	Pearl Road TIF # 4	-	255,000.00	-	255,000.00
342	Cane's/Chase TIF	-	20,600.00	-	20,600.00
344	Pearl North TIF	-	35,300.00	-	35,300.00
300	Total Debt Service Funds	\$ -	\$ 4,878,200.00	\$ -	\$ 4,878,200.00

Capital Improvement Capital Project Funds - 400

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ 1,145,000.00	\$ -	\$ 1,145,000.00
442	General Capital Improvement	-	21,831,717.00	-	21,831,717.00
447	TIF Capital Improvements	-	420,153.00	-	420,153.00
448	Town Center Improvement Fund	-	4,750,000.00	-	4,750,000.00
400	Total Capital Project Funds	\$ -	\$ 28,146,870.00	\$ -	\$ 28,146,870.00

Enterprise Funds - 500

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 1,944,586.00	\$ 13,002,748.00	\$ -	\$ 14,947,334.00

Internal Service Fund - 600

Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
661	Health Insurance Reserve	\$ -	\$ 6,747,100.00	\$ -	\$ 6,747,100.00
664	Worker's Compensation Reserve	-	516,500.00	-	516,500.00
600	Total Internal Service Funds	\$ -	\$ 7,263,600.00	\$ -	\$ 7,263,600.00

Grand Total All Funds	\$ 43,634,373.00	\$ 79,862,428.47	\$ 18,861,912.00	\$ 142,358,713.47
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Itemized list of Transfers and Advances by Fund

Description	Amount
General Fund to Street Construction Fund	\$ 4,400,000.00
General Fund to Fire Levy Fund	4,900,000.00
General Fund to Multi-Complex Fund	2,300,000.00
General Fund to Fire Pension Fund	1,212,000.00
General Fund to Town Center Improvement Fund	1,000,000.00
General Fund to Police Pension Fund	1,008,000.00
General Fund to Recreation Capital Improvement Fund	500,000.00
General Fund to General Capital Improvement Fund	500,000.00
General Fund to Earned Benefits Fund	200,000.00
Total Transfers	\$ 16,020,000.00
Local Fiscal Recovery Fund Advance to General Fund	\$ 2,339,092.00
General Fund advance to the Local Fiscal Recovery Fund	500,000.00
General Fund advance to the Ohio Opioid Settlement Fund	2,820.00
Total Advance and Advance Repayments	\$ 2,841,912.00
Total Transfers, Advances and Advance Repayments	\$ 18,861,912.00

Section 2: That all expenditures within the fiscal year ending December 31, 2022 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided.

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

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

Approved: _____

President of Council

Mayor

Date Passed

Date Approved

Attest: _____

Clerk of Council

ORD. No. 2022-168 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

	Yea	Nay
Carbone	_____	_____
Clark	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

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

Dept. #	Department	Personal Services	Other	Transfers & Advances	Total
011410	Council	\$ 391,300.00	\$ 36,000.00	\$ -	\$ 427,300.00
011411	Mayors Office	276,500.00	19,800.00	-	296,300.00
015412	Police Department	10,557,600.00	1,462,750.00	-	12,020,350.00
011413	Human Resources	271,300.00	41,900.00	-	313,200.00
011414	Finance Department	533,100.00	18,200.00	-	551,300.00
011415	Legal Department	503,400.00	74,900.00	-	578,300.00
011416	Communication & Technology	804,800.00	491,000.00	-	1,295,800.00
011417	Building Department	968,000.00	189,800.00	-	1,157,800.00
011418	Mayors Court	162,400.00	320,000.00	-	482,400.00
011420	Rubbish Department	-	3,150,100.00	-	3,150,100.00
011421	Cemetery Department	138,100.00	299,046.00	-	437,146.00
011422	Architectural Board of Review	-	4,000.00	-	4,000.00
011423	Planning Commission	123,300.00	67,500.00	-	190,800.00
011424	Civil Service	-	61,400.00	-	61,400.00
011425	Board of Appeals	-	20,900.00	-	20,900.00
011428	Parks Department	124,400.00	256,000.00	-	380,400.00
011429	Public Safety	185,800.00	-	-	185,800.00
011430	General Miscellaneous	-	1,814,050.00	-	1,814,050.00
011435	Economic Development	198,000.00	92,000.00	-	290,000.00
015415	OPID Grant	42,180.00	16,300.00	-	58,480.00
015414	Corrections Officers	878,700.00	88,000.00	-	966,700.00
015413	Regional Dispatch Center	4,006,200.00	234,900.00	-	4,241,100.00
011468	Non Government Transfers	-	-	16,522,820.00	16,522,820.00
Total General Fund		\$ 20,165,080.00	\$ 8,758,546.00	\$ 16,522,820.00	\$ 45,446,446.00
031000	Police Pension	1,468,700.00	-	-	1,468,700.00
046419	Street Repairs	4,362,900.00	8,263,400.00	-	12,626,300.00
046426	Traffic Signal Maintenance	119,400.00	215,000.00	-	334,400.00
046427	Snow Removal	-	444,400.00	-	444,400.00
046433	Municipal Garage	696,300.00	945,000.00	-	1,641,300.00
056000	State Highway Maintenance	-	57,600.00	-	57,600.00
066000	Motor Vehicle License Tax	-	600,000.00	-	600,000.00
075000	Emergency Vehicle Fund	-	1,949,750.00	-	1,949,750.00
085000	Fire Levy	8,894,100.00	592,700.00	-	9,486,800.00
085001	Fire Station Ward 1	-	97,900.00	-	97,900.00
085002	Fire Station Ward 2	-	47,500.00	-	47,500.00
085003	Fire Station Ward 3	-	52,500.00	-	52,500.00
085004	Fire Station Ward 4	-	124,750.00	-	124,750.00
095000	Fire Pension	1,704,400.00	-	-	1,704,400.00
111000	Clerk of Court	-	40,000.00	-	40,000.00
121000	Drainage Levy	-	668,000.00	-	668,000.00
131000	Local Fiscal Recovery	444,875.00	18,676.00	2,339,092.00	2,802,643.00
143304	Sports Programs	345,800.00	222,700.00	-	568,500.00
143305	Recreation Administration	525,800.00	728,100.00	-	1,253,900.00
143306	Fitness	434,000.00	150,700.00	-	584,700.00
143310	Aquatics	653,500.00	109,800.00	-	763,300.00
143311	Recreation Programs	122,100.00	75,200.00	-	197,300.00
143430	Special Events	-	14,900.00	-	14,900.00
143431	Old Town Hall	8,900.00	63,800.00	-	72,700.00
143439	Senior Services	541,532.00	498,400.00	-	1,039,932.00
143451	Recreation Maintenance	481,000.00	299,040.00	-	780,040.00
143500	Program Refunds	-	32,500.00	-	32,500.00
152000	Southwest General Hospital	-	357,538.47	-	357,538.47
165000	Law Enforcement Federal Seizures	-	7,000.00	-	7,000.00
175000	Law Enforcement State Seizures	-	12,000.00	-	12,000.00
185000	Law Enforcement Drug Fine	-	400.00	-	400.00
195000	Law Enforcement DWI/DUI	-	5,000.00	-	5,000.00
204000	Tree Maintenance	-	135,000.00	-	135,000.00
225000	Community Diversion	11,200.00	4,000.00	-	15,200.00
223100	Bond Escrow	-	970,000.00	-	970,000.00
224000	Earned Benefits	710,200.00	-	-	710,200.00
250000	One Ohio Settlement Fund	-	9,210.00	-	9,210.00
Total Special Revenue Funds		\$ 21,524,707.00	\$ 17,812,464.47	\$ 2,339,092.00	\$ 41,676,263.47

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

Dept. #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	-	2,799,500.00	-	2,799,500.00
333000	Pearl Road TIF # 1	-	1,197,500.00	-	1,197,500.00
334000	Royalton Road TIF	-	108,000.00	-	108,000.00
335000	Pearl Road TIF # 2	-	83,000.00	-	83,000.00
336000	Pearl Road TIF # 3	-	42,300.00	-	42,300.00
337000	Westwood Commons TIF	-	37,600.00	-	37,600.00
338000	Giant Eagle TIF	-	112,800.00	-	112,800.00
339000	GETGO TIF	-	41,000.00	-	41,000.00
340000	Clover Senior TIF	-	145,600.00	-	145,600.00
341000	Pearl Road TIF # 4	-	255,000.00	-	255,000.00
342000	Cane's/Chase TIF	-	20,600.00	-	20,600.00
344000	Pearl North TIF	-	35,300.00	-	35,300.00
	Total Debt Service	\$ -	\$ 4,878,200.00	\$ -	\$ 4,878,200.00
413000	Recreation Capital Improvement	-	1,145,000.00	-	1,145,000.00
421000	General Capital Improvement	-	21,831,717.00	-	21,831,717.00
447100	Pearl & Whitney TIF	-	75,000.00	-	75,000.00
447102	Prospect & Albion TIF	-	30,240.00	-	30,240.00
447103	Goodyear & 5/3 TIF	-	55,000.00	-	55,000.00
447104	42/82 TIF	-	199,433.00	-	199,433.00
447105	Dunkin Donuts TIF	-	30,240.00	-	30,240.00
447106	Pearl & Lunn TIF	-	30,240.00	-	30,240.00
448108	Town Center Improvement Fund	-	4,750,000.00	-	4,750,000.00
	Total Capital Projects	\$ -	\$ 28,146,870.00	\$ -	\$ 28,146,870.00
512501	Engineering and Administration	732,486.00	921,900.00	-	1,654,386.00
512502	Plant Expenditures	-	7,369,500.00	-	7,369,500.00
512503	Line Expenditures	1,212,100.00	336,000.00	-	1,548,100.00
512504	Sewer Capital Improvements	-	4,038,000.00	-	4,038,000.00
512505	Sewer Debt Payments	-	337,348.00	-	337,348.00
	Total Sanitary Sewer	\$ 1,944,586.00	\$ 13,002,748.00	\$ -	\$ 14,947,334.00
661000	Health Insurance Reserve	-	6,747,100.00	-	6,747,100.00
664000	Workers Compensation Reserve	-	516,500.00	-	516,500.00
	Total Internal Service	\$ -	\$ 7,263,600.00	\$ -	\$ 7,263,600.00
	GRAND TOTAL	\$ 43,634,373.00	\$ 79,862,428.47	\$ 18,861,912.00	\$ 142,358,713.47

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 169

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR AND DIRECTOR OF FINANCE TO ENTER INTO AGREEMENT(S) TO PURCHASE PROPERTY-CASUALTY AND RELATED INSURANCE COVERAGES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2021-149, Council authorized the Mayor and Director of Finance to enter into a contract with **TRAVELERS COMPANIES**, as carrier, through **THE FEDELI GROUP** for the purchase of the City's property-casualty, liability and related insurance coverages for the departments of the City under a new municipal insurance program commencing December 1, 2021 for a twelve (12) month period ending November 30, 2022; and

WHEREAS, the market for public entities insurance is limited to a few carriers and a proliferation of pools; and

WHEREAS, the City's Director of Finance has been advised by the City's independent insurance consultant, Compensation Analysis, Inc., that it would be in the City's best interests for the next year to accept the insurance program of Travelers Companies, which is among the most competitive and highly rated; and

WHEREAS, because the City can maintain price stability and competitive rates, with no diminution in terms, conditions or coverage limits, the City's insurance consultant and Director of Finance have recommended that the City continue with The Fedeli Group, with underwriting of coverages through Travelers Companies as the carrier for the next year; and

WHEREAS, therefore, this Council finds it would be in the City's best interest to forego the normal bidding or proposal procedure in order to obtain insurance coverages at a reasonable and advantageous rate to protect the City, its officers, employees, and real and personal property.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Finance and various other Departments of the City of Strongsville, in that it is necessary to enter into a contract with **TRAVELERS COMPANIES**, in order to avoid a gap in insurance coverage, to protect the City's officers, employees, real and personal property, to maintain reasonable insurance protection with advantageous premiums, and preserve the expenditure of funds in relation to insurance coverages and potential liability.

Section 2. That, for the reasons aforesaid, the Mayor and the Director of Finance be and are hereby authorized and directed to enter into an agreement with **TRAVELERS COMPANIES**, as carrier, through **THE FEDELI GROUP** for the purchase of applicable

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 169
Page 2

insurance coverages to continue the City's current property-casualty and liability insurance program, commencing on December 1, 2022, for a twelve (12) month period ending November 30, 2023, in an amount not to exceed \$478,417.00 in annual premium. A copy of the agreement and policies including coverages are on file in the office of the Director of Finance and in the office of the City's insurance consultant, and shall be in a form to be approved by the Law Director.

Section 3. That the funds for the purpose of the aforesaid expenditure have been appropriated and shall be paid from the General Fund, Street Construction, Maintenance and Repair Fund; Fire Levy Fund; Multi-Purpose Complex Fund; and Sanitary Sewer Fund.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and 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, property, health, safety and welfare, and for the further reason that the immediate purchase of the aforesaid insurance coverages is required in order to prevent a gap in coverages, to properly and completely protect the financial interests and property of the City, to ensure competitive premium rates, 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

Ord. No. 2022-169 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 170

By: Mayor Perciak and All Members of Council

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

WHEREAS, from time to time during the fiscal year 2023, before and subsequent to tax settlement dates, the City of Strongsville will require certain funds for the continuity of necessary services, where such funds are drawn from both general operating and special assessment funds; and

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

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

Section 1. That the Fiscal Officer of this County is respectfully requested to advance funds to the City of Strongsville from the proceeds of the 2022 tax year/2023 collection year including, without limitation, revenues from both the general operating and special assessment funds, upon request of the Director of Finance of this City, and that the amount of such advance or advances be charged to the City of Strongsville and deducted from funds due this City but not distributed.

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

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

Section 4. That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City; and for the further reason that it is necessary to obtain in advance general operating and special assessment funds for the orderly payment of certain obligations of the City. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2022 – 170
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

RES
Ord. No. 2022-170 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 171

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF TWO NEW STRYKER POWER PRO COTS AND TWO NEW STRYKER POWER LOAD SYSTEMS WITH RELATED APPURTENANCES FOR USE BY THE CITY'S FIRE AND EMERGENCY SERVICES DEPARTMENT, AND FOR TRADE-IN OF EXISTING FIRE DEPARTMENT EQUIPMENT, 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 two (2) existing Stryker Power Pro Cots and two (2) Stryker Power Load 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 Stryker Power Pro Cots and Stryker Power Load 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 two (2) new Stryker Power Pro Cots and two (2) new Stryker Power Load Systems, all with related appurtenances as reflected in Exhibit A; and

WHEREAS, Stryker is the unique and sole source provider of such equipment; and

WHEREAS, said vendor has agreed to provide such new equipment and services to the City at a cost below the General Services Administration (GSA) contract pricing; 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 equipment and appurtenances; and

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

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 two (2) new Stryker Power Pro Cots and two (2) new Stryker Power Load Systems, all with related appurtenances, which can be obtained most competitively through Stryker.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 171
Page 2

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 Fire Department has two (2) Stryker Power Pro Cots and two (2) Stryker Power Load 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 Stryker Power Pro Cots and Stryker Power Load Systems, with appurtenances, 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 two (2) new Stryker Power Pro Cots and two (2) new Stryker Power Load Systems, all with related appurtenances, in the total amount of \$91,333.70, including trade-ins and discounts, which said vendor has agreed to provide at a cost below General Services Administration (GSA) contract pricing, 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

Ord. No. 2022-171 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

Purchase Order Form



Account Manager : Brandon Bucher

Purchase Order Date : 10-19-2022 06:38:00 -0400

Cell Phone : 480 331 0979

Expected Delivery Date : APR 2023

Stryker Quote Number : 10508614

Customer PO Number :

Bill To	Customer # : 1281336
Company Name :	CITY OF STRONGSVILLE
Contact or Department :	
Street Address :	16099 FOLTZ PKWY
Add'l Address Line :	
City, ST, ZIP :	STRONGSVILLE, Ohio, 44149
Phone :	

Ship To / End User	Customer # : 1074370
Company Name :	STRONGSVILLE FIRE DEPT
Contact or Department :	
Street Address :	17000 PROSPECT AVE
Add'l Address Line :	
City, ST, ZIP :	STRONGSVILLE, Ohio , 44149
Phone :	

Deliver To	Customer # : 1074370
Company Name :	Pfund Superior
Contact or Department :	
Street Address :	221 Chester Drive
Add'l Address Line :	Lower Burrell, PA 15068
City, ST, ZIP :	
Phone :	

Authorized Customer Initials _____

Authorized Customer Initials _____

Authorized Customer Initials _____

Description	Total
	\$91,333.70

Total : \$91,333.70

Purchase Order Form



Accounts Payable Contact Information

Name :

Email :

Phone :

Authorized Customer Signature CITY OF STRONGSVILLE

Name : Thomas P. Perciak

Title : Mayor

Signature :

Date :



powered systems 2 - smk

Quote Number: 10508614

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: STRONGSVILLE FIRE DEPT

Rep: Brandon Bucher

Attn:

Email: brandon.bucher@stryker.com

Phone Number:

Mobile: +1 4803310979

Quote Date: 10/19/2022

Expiration Date: 01/17/2023

Delivery Address

Name: Pfund Superior Lifeline

Account #: 1074370

Address: 221 Chester Drive
Attn Strongsville

New Kensington

Pennsylvania 15068

End User - Shipping - Billing

Name: STRONGSVILLE FIRE DEPT

Account #: 1074370

Address: 17000 PROSPECT AVE

STRONGSVILLE

Ohio 44149

Bill To Account

Name: CITY OF STRONGSVILLE

Account #: 1281336

Address: 16099 FOLTZ PKWY

STRONGSVILLE

Ohio 44149

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	650705550001	6507 POWER PRO 2, HIGH CONFIG	2	\$27,156.15	\$54,312.30
2.0	639005550001	MTS POWER LOAD *INCLUDES FLOOR PLATE*	2	\$25,010.70	\$50,021.40

Trade In Credit:

Product	Description	Qty	Credit Ea.	Total Credit
TR-SPCOT-PP2	TR-SYK PCOT TO PP2	2	-\$2,500.00	-\$5,000.00
TR-SPL-PL	TRADE-IN-STRYKER POWER LOAD TOWARDS PURCHASE OF POWERLOAD	2	-\$4,000.00	-\$8,000.00

Price Totals:

Total Discount % Off:	14.15%
Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$0.00
Grand Total:	\$91,333.70

Comments: Matching delivery of Pfund/LifeLine new squads on order.



powered systems 2 - smk

Quote Number: 10508614

Version: 1

Prepared For: STRONGSVILLE FIRE DEPT
Attn:

Quote Date: 10/19/2022

Expiration Date: 01/17/2023

Remit to: **Stryker Medical**

P.O. Box 93308

Chicago, IL 60673-3308

Rep: Brandon Bucher

Email: brandon.bucher@stryker.com

Phone Number:

Mobile: +1 4803310979

Tier 2 Ambulance dealer (Lifeline) discount applied. Trade in credits applied. Delay delivery to match Lifeline timeline of new squads.

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

PENDING APPROVAL

Capital 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 Acute Care capital terms and conditions can be found at https://techweb.stryker.com/Terms_Conditions/index.html. A copy of Stryker Medical's Emergency Care capital terms and conditions can be found at <https://www.strykeremergencycare.com/terms>.

PENDING APPROVAL

Signature:

Email: brian.tomcany@strongsville.org



March 2022

Power-LOAD® Cot Fastener sole source information

To whom it may concern,

Stryker certifies that we are the sole manufacturer of Stryker's Power-LOAD Cot Fastener (Model 6390). This correspondence is to inform you of the characteristics of the Power-LOAD Cot Fastener. These characteristics can be broken down into two primary categories: **qualifications** and **ease of use**.

Stryker's Power-LOAD (Model 6390) Cot Fastener is mounted within the patient compartment and is intended to aid in the loading/unloading of patients. Stryker's Power-LOAD is the only powered cot fastening system that meets the following:

Qualifications:

- IPX6: The system is tested to withstand powerful water jets.
- IEC 60601-1 and IEC 60601-1-2: The Power-LOAD Cot Fastener conforms to industry standards for mechanical and electrical safety for medical electrical devices, as well as electromagnetic compatibility and immunity.
- BS EN-1789:2007, clause 4.5.9 when used with Power-PRO Cot and X-Restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges.
- SAE J3027 compliant when used with Stryker's Power-PRO Cot and X-Restraints

Ease of use:

- Provides a linear guide for loading and unloading the cot.
- Allows for remote actuation from Power-PRO foot end controls.
- Engages to the cot during loading and unloading, providing a means of lifting and lowering.
- Safe working load of 870 lb and capable of lifting patients weighing up to 700 lb.
- Mounts inside the patient compartment to prevent environmental exposure and corrosion.
- Power washable.
- Capable of inductively charging Stryker's SMRT Battery.

Please contact your Sales Representative for further information.

Sincerely,

John Guyeskey, Sr. Manager, Downstream Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Power-LOAD, Power-PRO, SMRT, 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

3800 E. Centre Avenue, Portage, MI 49002 USA | P +1 269 329 2100 | Toll-free +1 800 327 0770 | stryker.com



March 2022

To whom it may concern,

Stryker certifies that we are the sole manufacturer of the Power-PRO™ 2 ambulance cot (Model 6507). This correspondence is to inform you of the characteristics of the Power-PRO 2 ambulance cot. These characteristics can be broken down into two primary categories: independent qualification and ease of use and maintenance.

Independent qualification

- IP36: The system is tested to withstand powerful water jets.
- Conforms to IEC 60601-1, IEC 60601-1-2, IEC 60601-1-12: The Power-PRO 2 cot conforms to industry standards for mechanical and electrical safety for medical electrical equipment intended for use in emergency medical services environment, as well as electromagnetic compatibility and immunity.
- Meets BS EN 1789 crash test safety standards when used with Power-LOAD/Performance-LOAD cot fastener and X-restraints: This is a European dynamic crash test which subjects a 50th percentile dummy to nominal 10g deceleration for a minimum of 50ms. Following the test there shall be no sharp edges or danger to the safety of persons in the road ambulance.
- Meets SAE J3027 dynamic crash test safety standards when used with Power-LOAD/Performance-LOAD cot fastener and X-Restraints.
- Designed to conform to KKK-A-1822, CAAS-GVS, NFPA-1917.
- Meets the following:
 - 16 CFR 1632 (U.S. Flammability)
 - BS EN 597-1 (European Flammability)
 - BS EN-1865-2, BS EN-1865-3 (European Power Assisted cots)
 - Meets AS/NSZ-4535 dynamic crash test safety standards when used with Power-LOAD cot fastener and X-restraints.

Ease of use and maintenance

- The cot has a weight capacity of 700 pounds.
- The cot has an adjustable loading height (up to 36 inches). Operators can use the cot control switches at the foot end of the cot to match any ambulance deck height.
- The cot can extend to 84 inches to allow for better leverage when manually loading/unloading.
- The cot can retract to 60 inches to allow for better mobility in tight spaces.
- The lithium-ion battery is placed at the foot end of the cot and can be accessed with a single hand.
- The battery's LED bars indicate battery power level, as well as charging and error status.
- The cot features a foot end light to help medics navigate through dark environments.
- Reflectors on the cot legs increase visibility for enhanced safety.
- The cot is equipped with Smart Equipment Management™ (SEM™), an interactive dashboard that helps you maximize your investment, minimize downtime and remotely manage your fleet.
- When unloading with the manual release handle, the cot utilizes hydraulic dampening. The cot will not abruptly jar the operator or patient.
- The cot is equipped with a bumper detection system that will stop the extension of the legs if they are obstructed while the cot is suspended.
- The cot legs power-retract and power-extend in 1.5 seconds, which speeds load and unload time.

Emergency Care

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- The foot end lifting bars and cot control switches at two different heights provide optimum ergonomics to most operator heights.
- The transport height feature lowers the cot to a suggested level at the touch of a button for safe patient transport outside an ambulance.
- The foot end is equipped with a transport handle to provide better ergonomics while in transport height.
- The cot has 6 x 2 inch, sealed casters and bearings, including integrated steer and wheel locks that can be activated from the head end or foot end of the cot.
- The cot features powder-coating of the entire aluminum frame (including the patient handling surfaces), eliminating aluminum oxidation throughout the cot.
- The cot is power washable.

Please contact your account manager for more information.

Sincerely,

A handwritten signature in black ink, appearing to read "John Guyeskey", is written over a horizontal line.

John Guyeskey, Sr. Manager, Downstream Marketing

Stryker or its affiliated entities own, use, or have applied for the following trademarks or service marks: Power-LOAD, Power-PRO, SEM, Smart Equipment Management, 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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Mkt Lit-2011 24 JUN 2020 REV B

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 172

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND RATIFYING THE PURCHASE OF VEHICLE AND EQUIPMENT MAINTENANCE REPAIR PARTS WITH RELATED ITEMS AND SERVICES FOR 2022; AUTHORIZING FUTURE ADDITIONAL PURCHASES OF SUCH VEHICLE AND EQUIPMENT MAINTENANCE REPAIR PARTS WITH RELATED EMERGENCY ITEMS, AS NEEDED BY THE CITY'S SERVICE DEPARTMENT, ALL WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the City's Service Department, in the course of performing their required duties and operations, from time to time finds it necessary to promptly purchase various miscellaneous vehicle and equipment maintenance repair parts and related items and services, which can constitute emergency circumstances threatening the proper operation of the City's Service Department and fleet of vehicles, as well as impacting the health, safety and welfare of the City's residents; and

WHEREAS, in order to properly address these circumstances as they arise, and in accordance with the best efforts of the City's Department of Public Service to maintain vehicles in proper working condition and promptly return them to service, it occasionally becomes necessary to purchase such various parts, supplies and other related emergency items on an immediate basis; and

WHEREAS, such purchases are undertaken only upon the approval and recommendations of the Mayor and Director of Public Service; and

WHEREAS, it was necessary to render payments for such vehicle and equipment maintenance repair parts, and related items and services, in order to be able to facilitate additional purchases as they became required; and

WHEREAS, in addition, the Service Department will require such vehicle and equipment maintenance repair parts, supplies and other emergency items on an ongoing and immediate basis through December 31, 2024; and

WHEREAS, **NAPA AUTO PARTS** can provide such items at competitive pricing and on an expeditious and convenient basis.

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

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Public Service of the City of Strongsville, in that it occasionally is necessary to make purchases on an immediate basis, without public bidding, of various vehicle and equipment maintenance repair parts and related emergency items and services, in order to provide for the proper operation of the City's fleet of vehicles and continuity of operations in the Department of Public Service, to protect the health, safety and welfare of the residents, and to conserve public funds.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 - 172
Page 2

Section 2. That for the reasons aforesaid, this Council hereby approves and ratifies the Mayor's purchases from **NAPA AUTO PARTS**, without public bidding, of various miscellaneous vehicle and equipment maintenance repair parts, supplies and other necessary emergency items for the City's fleet of vehicles and the Department of Public Service

Section 3. Additionally, that for the reasons aforesaid, this Council also hereby approves and authorizes future additional purchases from **NAPA AUTO PARTS**, without public bidding, of various vehicle and equipment maintenance repair parts and other related necessary emergency items and services, in a total amount not to exceed \$325,000.00, which includes all purchases through December 31, 2024.

Section 4. That the funds for the purposes of said purchases have been appropriated and shall be paid from the General Fund; Fire Levy Fund; Multi-Purpose Complex Fund; Sanitary Sewer Fund; and Street Construction, Maintenance & Repair 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 approve and authorize purchases of various vehicle and equipment repair and maintenance parts, and miscellaneous emergency items in order to provide for the continuity of services, operation, and maintenance of the City's fleet of vehicles in the Department of Public Service, 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Ord. No. 2022-172 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 173

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF A 32-PASSENGER BUS TO BE USED BY VARIOUS CITY OF STRONGSVILLE DEPARTMENTS, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Resolution No. 2022-154, the City advertised for bids for the purchase of a 32-passenger bus to be used by various departments within the City of Strongsville; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract for such purchase.

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 finds and determines that the bid submitted by **MYERS EQUIPMENT CORPORATION** for the purchase of a 32-passenger bus to be utilized by various City Departments meets the specifications on file in the office of the Director of Public Service; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. Any minor defects or informalities in the bidding process are hereby waived.

Section 2. That accordingly the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for the purchase of a 32-passenger bus for use by various City Departments in accordance with the specifications on file in the office of the Director of Public Service, and for the sums submitted in such bid but in any event, in a total amount not to exceed \$191,575.42, and in a form to be approved by the Law Director.

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Multi-Purpose Complex Fund and the Street Construction, Maintenance and Repair Fund.

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

Section 5. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize execution of said contract in order to provide for an adult passenger bus to be utilized by various City Departments, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 173
Page 2

President of Council

Date Passed: _____

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

Approved: _____
Mayor

Date Approved: _____

Attest: _____
Clerk of Council

Ord. No. 2022-173 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 174

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING, RATIFYING AND AUTHORIZING THE MAYOR'S ENTERING INTO AN AGREEMENT FOR THE CITY'S PURCHASE OF SUPPLYING ELECTRICITY FOR ALL MUNICIPAL FACILITIES AND STREETLIGHTS LOCATED WITHIN THE CITY OF STRONGSVILLE, FROM DYNEGY ENERGY SERVICES EAST, LLC, THROUGH KINECT ENERGY, INC., FOR A FOUR-YEAR PERIOD, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, by and through Ordinance No. 2018-059, Council approved and authorized an agreement with Constellation NewEnergy, Inc. through the Sourcing Alliance for the purchase of electricity for all municipal facilities and streetlights located within the City of Strongsville, for a four-year period; and

WHEREAS, the City has the ability to opt-out these municipal facilities from its current purchase of electricity and to contract with a new supplier.

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 purchase electricity, without public bidding, for a four (4) year period beginning April, 2023 to April, 2027, for all municipal facilities and streetlights located within the City, from **DYNEGY ENERGY SERVICES EAST, LLC**, through **KINECT ENERGY, INC.**, a public utility and supplier of electricity, for the continued and efficient operation of these municipal facilities and streetlights, 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 an Electric Service Agreement with **DYNEGY ENERGY SERVICES, LLC**, through **KINECT ENERGY, INC.**, without public bidding, for the purchase of electricity for all municipal facilities and streetlights located within the City of Strongsville, during a four-year term, in the form attached hereto as Exhibit A and incorporated herein, and at prices as reflected on the Agreement.

Section 3. That the funds for the purpose of the aforesaid agreements and expenditures will be appropriated for 2023, and shall be paid for all years of the agreement from the General Fund; Fire Levy Fund; Multi-Purpose Complex Fund; Sanitary Sewer Fund; and Street Construction, Maintenance and Repair Fund.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 174
Page 2

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 Agreement in order to continue operation of City building facilities and streetlights within the City, without interruption, at advantageous prices for electrical power, 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

Ord. No. 2022-174 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



**ELECTRIC SERVICE AGREEMENT
EXHIBIT A – Standard Large Stable
Issued: May 12, 2022**

This offer is presented to CITY OF STRONGSVILLE ("Customer") by DYNEGY ENERGY SERVICES EAST, LLC ("Supplier") and represents a price for Customer's full requirement retail power ("Retail Power") needs at the service location(s) listed in Table 2, each service location referred to as an ("Account"). Upon acceptance, this offer will become Exhibit A of Supplier's Electric Service Agreement Terms and Conditions ("Agreement"), a copy of which is attached. By signing this Exhibit A, Customer is authorizing Supplier to enroll each Account with the Utility ("Utility") noted in Table 1.

Table 1					
Select Term:	Quote #:	Delivery Term Begins:	Delivery Term Ends:	Power Price (/kWh):	Voluntary REC Quantity (%):
	Q-01761216	April 2023	April 2027	\$0.05999	N/A
Utility:		First Energy			
Regional Transmission Organization (RTO):		PJM			
Broker Consultant (If blank, N/A):		Kinect Energy Group			

Power Price: Supplier will arrange for delivery of Customer's Retail Power. The Power Price noted in Table 1 includes charges for energy, capacity, applicable Regional Transmission Operator, ancillary services and other market settlement charges, distribution and transmission energy losses, charges associated with the purchase, acquisition and delivery of renewable energy certificates (RECs) in accordance with the state-mandated Renewable Portfolio Standards ("RPS") requirements, if applicable, the charge for additional voluntary RECs, and scheduling and load forecasting associated with the delivery of Customer's Retail Power.

Voluntary REC Quantity: If applicable in Table 1, the Power Price in Table 1 will include a charge associated with the Voluntary REC Quantity requested by Customer. Retail Power shall be associated with the generation of electricity from a renewable energy resource such that the percentage required, when added to Customer's obligation under the RPS of this Agreement, shall equal the Voluntary REC Quantity (%) selected in Table 1.

The Parties agree and understand a REC is separate from the Retail Power being delivered but, nonetheless, constitutes value associated with the provision of Retail Power. It is understood and agreed that any RECs purchased and retired in accordance with the aforesaid state mandate is not the property of Customer and Customer has no claim, interest, or right to said RECs, or any value derived therefrom.

Customer will incur additional service and delivery charges from the Utility, and Customer is solely responsible for payments of all charges related to the delivery of electricity from the Utility.

Net Metering. Customer must enroll, and be accepted in, as applicable by state law, Utility's net metering program in order to participate in net metering with Supplier.

The validity, interpretation and performance of this Agreement shall be governed by and performed in accordance with the laws of the State of Ohio. Notwithstanding any language in this Agreement to the contrary, the electricity sold by Supplier to Customer is deemed to be "a good" for purposes of the Uniform Commercial Code of Ohio, and the parties agree that the provisions of the Uniform Commercial Code of Ohio shall apply to this Agreement.

This offer is contingent on acceptance by the Utility of the enrollment of Customer with Supplier. By signing below, you certify that 1) you are authorized on behalf of Customer to enter into this Agreement with Supplier, 2) Customer has read the Terms & Conditions of this Agreement and agrees to be bound by them, and 3) Customer authorizes Supplier to enroll the Account(s) listed in Table 2 with the Utility which will allow Supplier to provide retail electricity.

EX.A

IN WITNESS WHEREOF, subject to any of the foregoing execution conditions, the Parties have executed and delivered this Agreement on the date last signed by the Parties.

DYNEGY ENERGY SERVICES EAST, LLC By: _____ Name: _____ Title: _____ Date: _____	CITY OF STRONGSVILLE By: <u>Thomas P. Perciak</u> Name: <u>Thomas P. Perciak</u> Title: <u>Mayor</u> Date: _____ **Signatory certifies authorization to enter in to this Agreement
--	--

BILLING AND NOTICE INFORMATION			
FEIN or DUNS#: _____			
<input type="checkbox"/> Check here if you are a local government entity subject to the Ohio Prompt Payment Requirements Act as defined by ORC 126.30/OAC 126-3-01.			
If applicable, see Section 4 of the Terms & Conditions for below:			
<input type="checkbox"/> Check here to receive one master invoice that includes detailed usage by Account. If blank, an individual invoice for each Account will be issued.			
<input type="checkbox"/> Check here if you want invoices mailed to the Service Location, Attn: Accounts Payable. Otherwise, please complete Invoice information below.			
<u>Invoices</u>	(Complete below section)	<u>Notices</u>	
Attn:	Accounts Payable	Attn:	Thomas Perciak
Address:	16099 Foltz Industrial Parkway Strongsville Oh 44149	Address:	16099 Foltz Industrial Parkway Strongsville, Oh 44149 US
E-mail:	_____	E-mail:	thomas.perciak@strongsville.org
Phone:	_____	Phone:	(440) 580-3262
<u>Sales Contact</u>		<u>Notices/Inquires</u>	
Name:	Corey Hendricks	Attn:	Customer Care
Address:	312 Walnut Street, Ste 1500 Cincinnati OH 45202	Address:	6555 Sierra Drive Irving TX 75039
E-mail:	corey.hendricks@dynegy.com	E-mail:	DESBusinessCare@vistraenergy.com
Phone:	(330) 727-3506	Phone:	800-920-5039

Upon execution and delivery to Supplier, this Agreement is binding. Please retain a copy for your records and send a signed copy to ContractLegal12@vistraenergy.com. Supplier will forward all necessary documents to the Utility.

ELECTRIC SERVICE AGREEMENT
ACCOUNT INFORMATION SHEET FOR
CITY OF STRONGSVILLE AS OF 05/12/2022

TABLE 2 Utility: First Energy			
	Account #	Bill Group	Service Location
1	08005879861160097238	2	22707 W Sprague Rd, Strongsville, OH 44136
2	08005879861290094615	7	16109 Foltz Industrial Pkwy, Strongsville, OH 44136
3	08005879865000050262	21	SETTLERS RUN, Strongsville, OH 44136
4	08007882490001304525	18	Street Lights, Strongsville, OH 44136
5	08007882490001448500	3	18900 Boston Rd, Strongsville, OH 44136
6	08007882491000000584	7	16099 Foltz Industrial Pkwy, Strongsville, OH 44136
7	08007882491000054666	6	22000 Albion Rd, Strongsville, OH 44136
8	08007882491000095931	10	15939 Drake Rd, Strongsville, OH 44136
9	08007882491080091715	8	Westwood Dr, Strongsville, OH 44136
10	08007882491090091718	8	Westwood Dr, Strongsville, OH 44136
11	08007882491180093497	8	Royalton Rd Clock, Strongsville, OH 44136
12	08007882491190098187	8	21255 Lunn Rd Barn, Strongsville, OH 44136
13	08007882491340000038	23	18088 Royalton Rd St, Strongsville, OH 44136
14	08007882491340000588	8	13213 Pearl Rd, Strongsville, OH 44136
15	08007882491550096652	12	18100 Royalton Rd Rec Ctr, Strongsville, OH 44136
16	08007882491650041757	8	18867 Westwood Dr Temp, Strongsville, OH 44136
17	08007882491650045969	8	18867 Westwood Dr Temp, Strongsville, OH 44136
18	08007882491700097814	6	Whitney Rd Bridge, Strongsville, OH 44136
19	08007882491970095026	7	W Lunn Dr, Strongsville, OH 44136
20	08007882494000004904	10	State Rte 42 Sign, Strongsville, OH 44136
21	08007882494000017116	8	21410 Lunn Rd, Strongsville, OH 44136
22	08007882495000207387	8	21273 Drake Rd, Strongsville, OH 44136
23	08007882495000256615	8	18100 Royalton Rd, Strongsville, OH 44136
24	08007882495000258549	8	17000 Prospect Rd, Strongsville, OH 44136
25	08007882495000266607	15	14625 Whitney Rd, Strongsville, OH 44136
26	08007882495000266965	7	14181 Foltz Industrial Pkwy, Strongsville, OH 44136
27	08007882495000266966	8	14460 Drake Rd, Strongsville, OH 44136

28	08007882495000298263	12	15598 W Royalton Rd Sign, Strongsville, OH 44136
29	08007882495000301677	6	8630 Prospect Rd, Strongsville, OH 44136
30	08007882495000306999	12	16533 Royalton Rd Sign, Strongsville, OH 44136
31	08007882495000312422	7	22356 Royalton Rd Sign, Strongsville, OH 44136
32	08007882495000328338	12	18780 Westwood Dr Srvc Pnl, Strongsville, OH 44136
33	08007882495000334471	12	15715 Royalton Rd Salt Bin, Strongsville, OH 44136
34	08007882495000336112	8	13777 Pearl Rd Hol, Strongsville, OH 44136
35	08007882495000342689	8	19513 Lunn Rd, Strongsville, OH 44136
36	08007882495000343316	8	21255 Lunn Rd, Strongsville, OH 44136
37	08007882495000344909	8	13213 Pearl Rd A, Strongsville, OH 44136
38	08007882495000344921	8	13213 Pearl Rd B, Strongsville, OH 44136
39	08007882495000352068	8	18688 Royalton Rd W, Strongsville, OH 44136
40	08007882495001332133	4	19850 Pearl Rd TRF Light, Strongsville, OH 44136
41	08007882495001332134	9	18140 PEARL & ELLSWORTH, Strongsville, OH 44136
42	08007882495001336951	11	Royalton Rd & Webster Traffic Light, Strongsville, OH 44136
43	08007882495001341780	12	16001 Royalton Rd Sign, Strongsville, OH 44136
44	08007882495001342914	8	Town Square, Strongsville, OH 44136
45	08007882495001356875	8	18688 Royalton Rd Commons 2, Strongsville, OH 44136
46	08007882495001384872	12	18778 Holiday Lights, Strongsville, OH 44136
47	08007882495001398866	3	19701 Pearl Road, Strongsville, OH 44136
48	08007882495001501190	7	16099 Foltz Parkway BLD Service CT, Strongsville, OH 44136
49	08007882495001559029	12	82 & Southpark Mall Drive, Strongsville, OH 44136
50	08007882495001559030	7	16620 1/2 Royalton Road, Strongsville, OH 44136
51	08007882495001563673	3	15940 1/2 Boston Rd, Strongsville, OH 44136
52	08012836331800100843	9	11297 Webster Rd, Strongsville, OH 44136
53	08012883161460073672	8	Pearl Rd, Strongsville, OH 44136
54	08013028691530022022	8	18825 Royalton Rd W, Strongsville, OH 44136
55	08013787665000376819	10	11800 Pearl Rd Sign, Strongsville, OH 44136
56	08013787665000376820	8	20428 Westwood Dr Sign, Strongsville, OH 44136
57	08014137821420098593	5	Pearl Rd, Strongsville, OH 44136
58	08028788505000075566	23	18688 Royalton Rd, Strongsville, OH 44136
59	08028804215000078332	23	Traffic Signal, Strongsville, OH 44136

**ELECTRIC SERVICE AGREEMENT
GENERAL TERMS AND CONDITIONS**

This Electric Service Agreement ("Agreement") is between Supplier and Customer and is dated and effective as of the date the Exhibit A is signed by both parties. To the extent there is a conflict in the terms, interpretation or understanding of this Agreement and Exhibit A, the terms of Exhibit A shall supersede the terms of this Agreement.

1. ELECTRIC ENERGY SERVICES

Supplier shall supply and deliver to Customer and Customer shall exclusively purchase and receive from Supplier all Retail Power as defined in Exhibit A, pursuant to the terms and conditions which are described in the attached Exhibit A and incorporated herein for all purposes. The Retail Power will be delivered to the interconnection between the transmission system of the applicable transmission provider and the Utility's ("Utility") distribution system ("Delivery Point"). Customer's Utility will be responsible for delivery of Retail Power to Customer's meter from the Delivery Point. The delivery of Retail Power over the Utility's distribution system is subject to the terms and conditions of the Utility's tariff relating to delivery and metering. Customer's Utility will send Customer a notice confirming the switch to Supplier for electricity (the "Confirmation"). Customer shall provide written notice as soon as practicable of any changes to Customer's Account and meter numbers and/or billing locations associated with Customer's delivery services. Customer is solely responsible for payments of all charges related to the delivery of the Retail Power from the Utility whether billed to Supplier or Customer, and agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. Customer represents and warrants it is eligible to receive electric energy services from Supplier and that it has given all required notices to the supplier currently serving Customer, if applicable.

2. TERM OF AGREEMENT

After Supplier and the Utility process Customer's enrollment request, Retail Power delivery will begin for each Account with the first available meter reading date of the month noted under "Delivery Term Begins" in Table 1 or as soon as possible thereafter, and ends with the regularly scheduled meter reading date for the month noted under "Delivery Term Ends" in Table 1 on Exhibit A ("Term"). At the end of the Term of this Agreement, Supplier will return Customer to Utility default service, unless a written amendment has been executed to renew the Term. Notwithstanding the foregoing, the Term is subject to renewal pursuant to the conditions under Section 3, Monthly Renewal.

3. MONTHLY RENEWAL

This Agreement shall automatically continue on a monthly basis ("Renewal Term") at the rates determined by Supplier, which may vary from month to month. If Customer has not notified Supplier that Customer has elected to obtain Retail Power from another retail supplier, then Supplier may, in its sole discretion, place Customer on Renewal Term service or

Supplier may return Customer to Utility default service, thereby terminating this Agreement.

4. PAYMENTS/INVOICES

Supplier will issue an invoice via mail or e-mail based on actual usage data provided by the Utility as soon as practicable after the end of each Monthly Billing Cycle in which service was provided. Each invoice will include Supplier charges set forth in this Agreement and payments shall be received by Supplier within twenty-one (21) Calendar Days following the issue date of each invoice, the "Due Date". Alternatively and upon mutual agreement of the Parties and approval by Utility, Supplier may issue an invoice that includes both Supplier charges set forth in this Agreement and the Utility's delivery service charges, in which case the Due Date shall be reduced to fourteen (14) days. All payments shall be made via an electronic method or check to the account specified on each Invoice. Should the Utility fail to provide the customer's usage information to Supplier within five (5) Business Days after the published meter read date, Supplier reserves the right to provide the Customer with an estimated bill to be trued up in an invoice that follows receipt of the actual bill. Amounts not paid on or before the Due Date shall be deemed delinquent and a late payment charge equivalent to one and one-half percent (1.5%) will be assessed each month on the unpaid balance ("Interest Rate"). If Customer in good faith disputes the correctness of any invoice rendered under this Agreement, then Customer shall 1) provide written explanation of the basis of the dispute to Supplier no later than the Due Date and 2) pay the undisputed portion of the amount invoiced no later than the Due Date. If the disputed amount is determined to have been due by Supplier, it shall be paid to Supplier within five (5) Business Days of such determination, along with interest at the Interest Rate from and including the date such amount was due, but excluding the date paid. For purposes of this Agreement, "Business Day" shall mean any day except a Saturday, Sunday, or a Federal Reserve Bank holiday, and "Calendar Day" shall mean every day including Saturday, Sunday and Federal Reserve Bank holidays.

Alternatively, if eligible, Customer will receive a single bill from the Utility that contains Supplier charges set forth in this Agreement and Utility charges. Customer will make payments to the Utility according to the Utility's billing rules and schedules. Failure to pay Supplier charges may result in the Account(s) being returned to the Utility's standard service and forfeiture of Customer's right to choose another retail electric service provider until past due amounts are paid. Failure to pay invoice charges may result in the Account(s) being disconnected in accordance with the Utility's business practices. If, due to Utility rules, any Account(s) become ineligible for a single bill from the Utility at any time during contract, then Supplier will issue an invoice for all ineligible Account(s). Supplier's invoice will reflect the Power Price for Retail Power times the kWh each month for those accounts billed by supplier, and Customer

will make payments to Supplier in the terms described above in Supplier billing.

If Customer is a state government entity as defined by its local government Prompt Payment Requirements Act indicated in Exhibit A, then, in such event, said Act shall control with regard to the calculation of payment due dates and late payment charges. All other provisions in this paragraph remain the same and are in effect.

5. CUSTOMER INFORMATION

Customer authorizes Supplier to receive current and historical energy billing and usage data from the Utility and such authorization shall remain in effect unless Customer rescinds such authorization in writing. Supplier reserves the right to cancel this Agreement in the event that Customer rescinds such authorization. Customer has the right to request from Supplier, twice within a twelve (12) month period without charge, up to twenty-four (24) months of Customer's payment history.

6. TAXES

Except for taxes on the gross income and property of Supplier, all federal, state, and municipal or other governmental subdivision taxes, assessments, fees, use taxes, sales taxes or excise taxes, or similar taxes or fees incurred by reason of Retail Power sold under this Agreement are the sole responsibility of Customer, and Customer agrees to hold harmless and indemnify Supplier from any liability, demand or payment for same. It is understood that Supplier is responsible for all taxes applicable prior to Supplier's delivery to the Delivery Point, and Supplier agrees to hold harmless and indemnify Customer from any liability, demand or payment for same.

7. CREDIT

Should Customer's creditworthiness or financial condition deteriorate following the date of this Agreement, Supplier may request adequate financial security from Customer in a form acceptable to Supplier as determined in a commercially reasonable manner. The failure of Customer to provide adequate financial security to Supplier within ten (10) Business Days of a written request by Supplier shall be considered an Event of Default under Section 14. For purposes of this Section, creditworthiness or financial condition shall be determined by Supplier in a commercially reasonable manner, based upon but not limited to, reasonable concern over Customer's payment pattern, discovery of negative or derogatory public information, and/or based upon a review of Customer's most recently audited annual financial statements or such other documents that may be necessary to adequately determine Customer's creditworthiness (which, if available, shall be supplied by Customer upon the reasonable request of Supplier). In addition the determination of creditworthiness or financial condition may include consideration of the market exposure assumed by Supplier relevant to the liquidation value of this Agreement under Section 14.

8. CONFIDENTIALITY

Customer and Customer's agents and Supplier and/or Supplier's agents shall treat as confidential all terms and conditions of this Agreement, including all information and documentation exchanged by the Parties during the negotiations of this Agreement. Neither Party will disclose terms and conditions of this Agreement to any other party, except as required by law. Notwithstanding the foregoing, Supplier and/or Supplier's agents and Customer and/or Customer's agents shall be allowed to acknowledge that an Agreement for Retail Power services does exist between the Parties. At Supplier's discretion, third-party agents of Customer may be asked to execute a confidentiality agreement.

9. WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY

Supplier warrants title to all Retail Power delivered hereunder, and sells such Retail Power to Customer free from liens and adverse claims to the delivery point. THIS IS SUPPLIER'S ONLY WARRANTY CONCERNING THE RETAIL POWER PROVIDED HEREUNDER, AND IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY OR OTHERWISE. UTILITY WILL PROVIDE DELIVERY SERVICES UNDER THIS AGREEMENT; THEREFORE SUPPLIER IS NOT LIABLE FOR ANY DAMAGES RESULTING FROM FAILURE BY THE UTILITY OR RTO. SUPPLIER DOES NOT GUARANTEE UNINTERRUPTED SERVICE AND SHALL NOT BE LIABLE FOR ANY DAMAGES SUSTAINED BY CUSTOMER BY REASON OF ANY FAILURE, ALTERATION OR INTERRUPTION OF SERVICE. NEITHER PARTY SHALL BE RESPONSIBLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, OR OTHER BUSINESS INTERRUPTION DAMAGES, BY STATUTE, IN TORT OR CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE, INCURRED BY THE OTHER PARTY.

10. FORCE MAJEURE

If a Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under this Agreement (the "Claiming Party") and gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations under this Agreement (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure). The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. During the period excused by Force Majeure, the non-Claiming Party shall not be required to perform its obligations under this Agreement. "Force Majeure" shall mean an event or circumstance which prevents the Claiming Party from performing its obligations or causes delay in the Claiming Party's performance under this Agreement, which event or circumstance was not anticipated as of the date this Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of, the

Claiming Party, and which, by the exercise of due diligence or use of good utility practice, as defined in the applicable transmission tariff, the Claiming Party is unable to overcome or avoid or cause to be avoided, such as, but not limited to: acts of God, fire, flood, earthquake, war, riots, strikes, walkouts, lockouts and other labor disputes that affect Customer or Supplier. Force Majeure shall not be based on 1) Customer's inability to economically use the Retail Power purchased hereunder; or 2) Supplier's ability to sell the Retail Power at a price greater than the price under this Agreement.

11. CHANGE IN LAW OR REGULATORY EVENT

In the event that any change in or enactment of any rule, regulation, Utility operating procedure, tariff, ordinance, statute, or law affecting the sale or transmission, distribution, or purchase or other obligation under this Agreement (including but not limited to any administrative ruling, interpretation, or judicial decision), or any new or increased charges to maintain system reliability affects Supplier's costs to deliver Retail Power, as determined in Supplier's reasonable discretion (a "Change in Law"), Supplier shall 1) provide written notice to Customer of the change, 2) specify the effect on price necessary to accommodate the Change in Law, and 3) state the date upon which such new pricing shall be effective, which date shall not be less than thirty (30) days from the date of the written notice and shall coincide with the next Monthly Billing Cycle invoice that follows the thirty (30) day period. Customer agrees that it shall be bound by the new pricing set forth in the written notice described in the foregoing provision.

12. ASSIGNMENT/CUSTOMER NAME CHANGE

This Agreement shall be binding on each Party's successors and permitted assigns. Neither Party shall assign this Agreement or its rights without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, 1) Supplier may assign its rights and obligations under this Agreement to an affiliate without consent of the Customer, or 2) the assigning party ("Assignor") shall be released from all liability under this Agreement if assignee agrees in writing to be bound by the terms and conditions and assumes the liability of Assignor under this Agreement.

If Customer undergoes a change of legal name during any term of this Agreement, Customer is responsible for notifying the Utility and Supplier of such change in Customer's legal name (such new name, the "New Name") as soon as practicable. Customer further agrees to take any and all steps as may be required by the Utility to continue as Supplier's customer or to re-enroll with Supplier.

13. WAIVER

Except as otherwise set forth in this Agreement, failure or delay on the part of either Party to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

14. EVENTS OF DEFAULT

Definition: An "Event of Default" shall mean, with respect to a defaulting party (the "Defaulting Party"), the occurrence of any of the following: (a) the failure to make, when due, any payment required pursuant to this Agreement if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice of such failure; (b) any representation or warranty made by such Party herein is false or misleading in any material respect when made or when deemed made or repeated; (c) the failure to perform any material covenant or obligation set forth in this Agreement (except to the extent constituting a separate Event of Default, and except for such Party's obligations to deliver or receive where such Party has made payments due for such failure to deliver or receive) if such failure is not remedied within five (5) Business Days (as such term is defined in Section 4 above) after written notice by Supplier to Customer; (d) such Party (1) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law, or has any such petition filed or commenced against it, (2) makes an assignment or any general arrangement for the benefit of creditors, (3) otherwise becomes bankrupt or insolvent (however evidenced), or (4) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed with respect to it or any substantial portion of its property or assets as part of bankruptcy proceeding or reorganization for the benefit of creditors; (e) the failure of Customer to satisfy the creditworthiness/collateral requirements under Section 7 of this Agreement; or (f) a Party consolidates or merges with or into, or transfers all or substantially all of its assets to another entity and, at the time of such consolidation, amalgamation, merger or transfer, the resulting, surviving or transferee entity fails to assume all the obligations of such Party under this Agreement, or the resulting, surviving or transferee entity does not satisfy the creditworthiness requirements/collateral requirement set forth in Section 7 of this Agreement (each, an "Event of Default").

Suspension and Early Termination: If an Event of Default occurs, the non-defaulting Party ("the Non-Defaulting Party") may, at its option and in its sole discretion, 1) suspend its performance under this Agreement, or 2) terminate this Agreement ("Early Termination"), at which Early Termination, the Non-Defaulting Party shall have the right to liquidate this Agreement and to demand payment of, which the defaulting Party ("the Defaulting Party") shall pay upon invoice, a settlement amount which shall be equal to a) if Customer is the Defaulting Party, any unpaid invoices plus the positive difference (if any) of the Power Price minus the Market Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term, or b) if Supplier is the Defaulting Party, the net result of any unpaid invoices by Customer to Supplier and, the positive difference (if any) of the Market Price

minus the Power Price multiplied by the Total Monthly Usage kWh in the Monthly Billing Cycles remaining in the Term or Renewal Term. Any such calculation shall be discounted to present value, plus other costs, expenses and charges under this Agreement which the Non-Defaulting Party incurs as a result of such Early Termination, in addition to and without prejudice to any right of setoff, recoupment, combination of accounts, lien or other right to which the Non-Defaulting Party is otherwise entitled, whether by operation of law, equity, contract or otherwise as a result of the Event of Default and early termination of this Agreement, subject to any limitations on liability as set forth in Section 9 WARRANTY, DISCLAIMER AND LIMITATION OF LIABILITY. For the purposes of this section "Market Price" shall mean the amount, as determined by the Non-Defaulting Party, that a bona fide third party would pay for the subject kWh at the then current prevailing energy prices. The non-Defaulting Party may consider, among other things, quotations from the leading dealers in the wholesale energy industry, internally developed forward market prices and other bona fide third party offers as commercially available to the Non-Defaulting Party, which will be adjusted, as necessary, for the period and differences in transmission costs, volume, and other factors, as reasonably determined by the Non-Defaulting Party.

15. MISCELLANEOUS

This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes and extinguishes any and all prior oral or written agreements between the parties concerning the subject matter of this Agreement. This Agreement may only be modified or amended through a written document signed by both parties. Except as otherwise set forth in this Agreement, failure or delay on the part of Supplier to exercise any right, power, or privilege under this Agreement shall not operate as a waiver of such right, power or privilege of this Agreement.

16. FORWARD CONTRACT/NON-UTILITY ACKNOWLEDGEMENT

The Parties agree this Agreement is construed and understood to be a "forward contract" as defined by the U.S. Bankruptcy Code. Each party agrees that, for purposes of this Agreement, the other party is not a "utility" as such term is used in Section 366 of the U.S. Bankruptcy Code, and each party waives and agrees not to assert the applicability of the provisions of such Section 366 in any bankruptcy proceeding wherein such party is a debtor.

17. RESOLUTION OF DISPUTES/ARBITRATION

If a question or controversy arises between the Parties concerning the observance or performance of any of the terms, provisions or conditions contained herein or the rights or obligations of either Party under this Agreement, such question or controversy shall in the first instance be the subject of a meeting between the Parties to negotiate a resolution of such dispute. Such meeting shall be held within fifteen (15) days of a written request by either Party. If within fifteen (15) days after that meeting the Parties have not negotiated a resolution or mutually extended the period of negotiation, the question or controversy shall be resolved by arbitration in accordance with arbitration procedures established from time to time by the American Arbitration Association ("AAA"). The panel of arbitrators to be provided shall be competent in their expertise and qualifications to understand and arbitrate the dispute. In addition to the arbitration procedures established by the AAA, arbitration shall be conducted pursuant to the Federal Rules of Evidence. The arbitrators may award only damages as allowed for by this Agreement, and attorney fees and other legal costs. Any decision and award of the majority of arbitrators shall be binding upon both Parties. Judgment upon the award rendered may be entered in any court of competent jurisdiction.

18. EXECUTION

Customer may provide Supplier with an executed facsimile copy of the Agreement, or other form of an electronic execution of the Agreement, and in such event the Agreement is binding on the Parties upon acceptance and execution by Supplier, and shall be deemed an original.

19. CHANGES IN CONSUMPTION

Customer will provide Supplier advanced notification of any planned shut-downs or known or anticipated changes to Customer's operations that will have an impact on Supplier's ability to accurately forecast Customer's load and/or notice of any Account closings that may occur or may be expected to occur during the Term. Supplier may incorporate a request that Customer provide a periodic production or load forecast to aid in forecasting Customer's load requirements as part of the terms of this Agreement.

20. CUSTOMER SERVICE

For questions about your invoice or Supplier service, please contact our Customer Care Department by calling Supplier at the toll free number listed on the Notices Schedule. To report a service outage in an emergency or for any other questions, please contact your Utility directly.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 175

By: Mayor Perciak and All Members of Council

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

WHEREAS, by and through Ordinance No. 2016-196, Council approved and authorized the City entering into an agreement with Summit Energy Services and Constellation New Energy for the purpose of supplying natural gas to all of the City's buildings and facilities located within the City of Strongsville; and

WHEREAS, the City had the ability to opt-out these municipal facilities from its current purchase of natural gas and to contract with a new supplier.

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 purchase natural gas, without public bidding, for a three (3) year period beginning January 1, 2023 to December 31, 2025, for municipal facilities and the Walter F. Ehrnfelt Recreation & Senior Center, from **UNITED ENERGY TRADING, LLC**, through **KINECT ENERGY, INC.**, 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 a contract with **UNITED ENERGY TRADING, LLC**, through **KINECT ENERGY, INC.**, without public bidding, for the purchase of natural gas for 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 2023, and shall be paid for all years of the agreements from the General Fund; Fire Levy Fund; Multi-Purpose Complex Fund; Sanitary Sewer Fund; and Street Construction, Maintenance and Repair Fund.

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

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 175
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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 City 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

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

Ord. No. 2022-175 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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



Natural Gas Base Contract

Date: November 01, 2022

Seller:

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

Contact Kyle Smith
Telephone (303) 991-0984
Facsimile (303) 991-0988
E-mail ksmith@uetllc.com

Buyer:

City of Strongsville
16099 Foltz Industrial Parkway
Strongsville, OH 44149

Contact Thomas Perciak
Telephone (440) 580-3262
Facsimile
E-mail Thomas.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: 1/1/2023 Initial Period End: 12/31/2025

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: Al Gallo
Title: Managing Director, Northeast
Date: 11/1/2022

Buyer: City of Strongsville
By: Thomas P. Perciak
Print Name: Thomas P. Perciak
Title: Mayor
Date: November 1, 2022



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. 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 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.
- 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 Force Majeure or similar cause under such transporter's tariff.

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 may not assign this Contract in whole or in part without Seller's prior written consent. 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 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.



TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY

Date: 11/1/2022
TCH: 20221031COSCC36

This Transaction Confirmation is subject to the Base Contract between Seller and Buyer dated 11/1/2022. 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, Fax: (303) 991-0988, Email: Natgasconfirms@uetllc.com. BUYER: City of Strongsville, 16099 Foltz Industrial Parkway, Strongsville, OH 44149. Attn: Thomas Perciak, Phone: (440) 580-3262, Fax: Thomas.perciak@strongsville.org, Email: Thomas.perciak@strongsville.org.

Delivery Period: Begin 1/1/2023 End 12/31/2025

Contract Price: \$6.82 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. Table with columns for months (January-December) and volumes (e.g., January 2,318, December 1,920).

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. LDC Account Number: See Exhibit A. Service Address: See Exhibit A. Annual Estimated Volume: 12,041 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 nonfinancial 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.

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: Al Gallo, Managing Director, Northeast, 11/1/2022. By: Thomas P. Perciak, Mayor, November 1, 2022.

Exhibit A

Addendum to Transaction Confirmation
 between United Energy Trading, LLC and
 City of Strongsville
 11/1/2022

LDC Acct #	Service Address	City	ST	Zip	Meter#/Comments/Notes
12478659 002 000 2	13213 Pearl Rd.	Strongsville	OH	44136	96400158
12478659 001 000 3	18688 Royalton Rd.	Strongsville	OH	44136	M9715068
12468157 001 000 9	22000 Lunn Rd.	Strongsville	OH	44136	9912643
12478659 004 000 0	16099 Foltz Parkway	Strongsville	OH	44136	12601035
12478657 002 000 6	11297 Webster Rd.	Strongsville	OH	44136	P534587
14613390 001 000 4	15939 Drake Rd.	Strongsville	OH	44136	E210700
12559425 001 000 0	22000 Albion Rd.	Strongsville	OH	44136	5600204
12478659 003 000 1	17000 Prospect Rd	Strongsville	OH	44149	M6900125
12478061 001 000 0	18825 Royalton Rd.	Strongsville	OH	44136	6189907
20297059 002 000 6	7908 W 130th St Pump	Strongsville	OH	44136	21400655

Seller: United Energy Trading, LLC

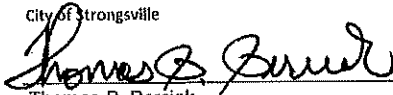
By: _____

Print Name: Al Gallo

Title: Managing Director, Northeast

Date: 11/1/2022

Buyer: City of Strongsville

By: 

Print Name: Thomas P. Perciak

Title: Mayor

Date: November 1, 2022



Natural Gas Base Contract

Date: November 01, 2022

Seller:

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

Contact Kyle Smith
Telephone (303) 991-0984
Facsimile (303) 991-0988
E-mail ksmith@uetllc.com

Buyer:

City of Strongsville
16099 Foltz Industrial Parkway
Strongsville, OH 44149

Contact Thomas Perclak
Telephone (440) 580-3262
Facsimile _____
E-mail Thomas.perclak@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: 1/1/2023 Initial Period End: 12/31/2025

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: Al Gallo
Title: Managing Director, Northeast
Date: 11/1/2022

Buyer: City of Strongsville
By: *Thomas P. Perclak*
Print Name: Thomas P. Perclak
Title: Mayor
Date: November 1, 2022



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. 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 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.
- 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 Force Majeure or similar cause under such transporter's tariff.

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 may not assign this Contract in whole or in part without Seller's prior written consent. 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.



TRANSACTION CONFIRMATION FOR IMMEDIATE DELIVERY

Date: 11/1/2022
TC#: 20221031COSCG36

This Transaction Confirmation is subject to the Base NAESB Contract between Seller and Buyer dated 11/1/2022. 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, Fax: (303) 991-0988, Email: Natgasconfirms@uetllc.com. BUYER: City of Strongsville, 16099 Foltz Industrial Parkway, Strongsville, OH 44149. Attn: Thomas Perclak, Phone: (440) 580-3262, Fax: (440) 580-3262, Email: Thomas.perclak@strongsville.org

Delivery Period: Begin 1/1/2023 End 12/31/2025

Contract Price: \$5.30 per Dth at the City Gate

Table with columns for Performance Obligation and Contract Quantity (Firm), and Estimated Monthly Contract Volumes (Citygate Dth) for months January through December.

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

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

Billing: Supplier Billed
LDC/Swing Tolerance: COH GTS, 100% Swing, fully volumetric
Meter Numbers: 8901865
LDC Account Number: 14880933 001 000 9
Service Address: 18100 Royalton Rd Rear Strongsville OH 44136
Annual Estimated Volume: 8,124 Citygate Dth

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. Operational Order resolution shall be consistent with the applicable LDC and/or Transporter tariff.

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 take delivery of 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 nonexercise of the embedded option is based primarily on physical factors or regulatory requirements that reasonably influence the demand for, or the supply of, the nonfinancial 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.

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: Al Gallo, Managing Director, Northeast. By: Thomas P. Perclak, Mayor. Date: 11/1/2022. Date: November 1, 2022.

Exhibit A

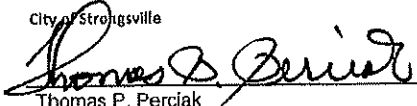
Addendum to Transaction Confirmation
between United Energy Trading, LLC and
City of Strongsville
11/1/2022

LDC Acct #	Service Address	City	ST	Zip	Meter#/Comments/Notes
14880933 001 000 9	18100 Royalton Rd Rear	Strongsville	OH	44136	8901865

Seller: United Energy Trading, LLC

By: _____
Print Name: Al Gallo
Title: Managing Director, Northeast
Date: 11/1/2022

Buyer: City of Strongsville

By: 
Print Name: Thomas P. Perciak
Title: Mayor
Date: November 1, 2022

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2022 – 176

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR OWNER'S REPRESENTATIVE PROFESSIONAL SERVICES IN CONNECTION WITH THE TOWN CENTER ENHANCEMENT AND WALKABILITY INITIATIVE PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, the City desires to plan for, facilitate and retain Owner's Representative Professional Services for the Town Center Enhancement and Walkability Initiative Project in the City of Strongsville, in order to provide new community amenities and improve the connectivity and walkability within the Town Center area (hereinafter referred to as the "Project"); and

WHEREAS, the City, therefore, needs to retain the services of an Owner's Representative who will be responsible for assisting the City generally in the planning, scheduling, programming, and other related matters for establishing such a project; and

WHEREAS, in that regard, by and through Resolution No. 2022-149, Council authorized the Mayor to advertise a request for qualifications and proposals for such Owner's Representative Professional Services; and

WHEREAS, the City has negotiated a contract with RFC Contracting, LLC, the firm ranked most qualified to perform the required services; and

WHEREAS, the City is desirous of entering into a contract for such services.

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 execute and enter into a contract with **RFC CONTRACTING, LLC** for Owner's Representative Professional Services, a copy of which is attached hereto as Exhibit "A" and, which, in all respects, is hereby approved.

Section 2. That the funds for the purposes of said contract have been appropriated and shall be paid from the Town Center 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 of any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2022 – 176
Page 2

the City, and for the further reason that it is immediately necessary to enter into said contract in order to proceed with the Project for enhancing the Strongsville Town Center area for the benefit of the City's residents and guests, and conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
 Clerk of Council

Ord. No. 2022-176 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2022 – 177

By: Mayor Perciak and All Members of Council

A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PURCHASE OF YOUTH SPORTS WEARING APPAREL FOR USE BY THE RECREATION DEPARTMENT OF THE CITY OF STRONGSVILLE DURING 2023, AND DECLARING AN EMERGENCY.

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

Section 1. That the Mayor be and is hereby authorized to advertise for bids for the purchase of youth sports wearing apparel for use by the Recreation Department of the City of Strongsville during 2023, in accordance with specifications on file in the office of the Director of Recreation & Senior Services, which are in all respects hereby approved.

Section 2. That the funds for the purposes of this Resolution have been appropriated and shall be paid from the 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 Resolution were adopted in an open meeting of this Council; and that all deliberations of the Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize advertising for public bidding for this equipment, in order to maintain continuity of Recreation Department programs for the benefit and enjoyment of its patrons, and to conserve public funds. Therefore, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

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

Attest: _____
Clerk of Council

RES
Ord. No. 2022-177 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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