

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2025 – 048

By: Mayor Perciak and All Members of Council

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

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

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

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

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

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

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

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

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

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

  
 \_\_\_\_\_  
 President of Council

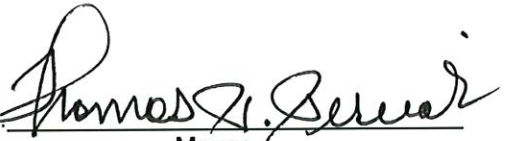
Date Passed: April 21, 2025

Yea

Nay

Carbone  
 Clark  
 Kaminski  
 Kosek  
 Roff  
 Short  
 Spring

<input checked="" type="checkbox"/>	_____
<input checked="" type="checkbox"/>	_____
<input checked="" type="checkbox"/>	_____
<input checked="" type="checkbox"/>	_____
<input checked="" type="checkbox"/>	_____
<input checked="" type="checkbox"/>	_____
<input checked="" type="checkbox"/>	_____

Approved:   
 \_\_\_\_\_  
 Mayor

Date Approved: April 21, 2025

Attest:   
 \_\_\_\_\_  
 Clerk of Council

Ord. No. 2025-048 Amended: \_\_\_\_\_  
 1<sup>st</sup> Rdg. 04-21-25 Ref: \_\_\_\_\_  
 2<sup>nd</sup> Rdg. Suspended Ref: \_\_\_\_\_  
 3<sup>rd</sup> Rdg. Suspended Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: 04-21-25 Defeated: \_\_\_\_\_



# QUOTE

FLO Services USA, Inc. dba FLO Charging Solutions USA Inc. in California  
1270 Pacific Drive  
Auburn Hills, MI, 48326  
USA  
1-855-543-8356  
[www.flo.com](http://www.flo.com)

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

Prepared By Thomas Koetje  
Email tkoetje@flo.com

Contact Name Lori Daley

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

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

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

Subtotal \$14,600.00  
Total Price \$14,600.00  
Grand Total \$14,600.00

Notes Performance Warranty Quote for Station ID - AUL-01351

## Terms & Conditions

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

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

To accept this quotation, sign here and return:

*Thomas S. Smith, Mayor*

EX.A