

DATE:	<u>June 5, 2023</u>	1 ST READING:	<u>June 5, 2023</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 66-2023</u>	ADOPTED:	<u>June 5, 2023</u>
		EMERGENCY:	<u>June 5, 2023</u>
		EFFECTIVE:	<u>June 5, 2023</u>

RESOLUTION NO. 1597-2023

A RESOLUTION ACCEPTING GRANT FUNDS FROM THE OHIO DIVISION OF EMS FOR EMS TRAINING AND EQUIPMENT, IN AN AMOUNT NOT TO EXCEED \$661.23, FOR THE FUNDING PERIOD OF JULY 1, 2022 – DECEMBER 31, 2022, AND DECLARING AN EMERGENCY.

WHEREAS, the City of North Ridgeville applied for and has been approved to receive grant funds for EMS training and equipment for the funding period of July 1, 2022 – December 31, 2022, in an amount not to exceed \$661.23 from the Ohio Department of Public Safety, Division of EMS; and

WHEREAS, the public improvement grant is conditioned upon the City using the funds solely for the purpose of EMS training and equipment for the Fire Department; and

WHEREAS, the City may use the grant funds to pay for the costs of EMS equipment and training necessary to operate the Fire Department ambulance service.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. City Council finds that it is in the best interest of the City to accept the grant funds for the period of July 01, 2022 – December 31, 2022, from the Ohio Department of Public Safety, Division of EMS, for EMS training and equipment, and hereby authorizes the Mayor to enter into a grant agreement with the Ohio Department of Public Safety, Division of EMS, and to accept the grant funds in an amount not to exceed \$661.23.

SECTION 2. The City agrees to use the grant funds provided by the Ohio Department of Public Safety, as per the terms more fully set forth in the Ohio Division of EMS Grant Award Letter that outlines the guidelines for the purchase of training and equipment, attached hereto and marked as Exhibit A and incorporated as if rewritten herein.

SECTION 3. The grant funds shall be deposited and applied to the appropriate fund.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were conducted 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 accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. This Resolution is hereby declared to be an emergency measure, the emergency being in order to formally accept the grant funds for EMS training and equipment. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: June 5, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Jun 09, 2023



Kevin Corcoran
MAYOR

EXHIBIT



Department of
Public Safety

Mike DeWine, Governor
Jon Husted, Lt. Governor

Andy Wilson, Director
Robert L. Wagoner, Executive Director



Ohio Division of EMS Notice of Contract Award 2022 - 2023 Award Year		
Grant Description 2022-2023 P1-Training & Equipment Grant	Funding Period July 01, 2022 - December 31, 2022	Award Amount \$661.23
Agency ID#: 47-023	Agency Name: North Ridgeville Fire Dept	Tax ID: 346002305

This document represents approval of your EMS **2022-2023 P1-Training & Equipment Grant** application. This notification supersedes all other notification of grant awards. **Failure to use all of the awarded funds within the award period of July 01, 2022 - December 31, 2022 will result in a forfeiture of all unexpended funds.**

Grantees may submit invoices for reimbursement as frequently as once a month. Grantees needing funds in advance should complete the Agency Hardship Application available at www.ems.ohio.gov and fax the form to 614-351-6006. **Any applicant who leaves a balance of \$300 or more by the end of the grant cycle, or uses grant funds to purchase items not on the approved on the Training & Equipment List will forfeit any remaining award and will forfeit a grant for one year. (See additional restrictions below for Economic Hardship and Board Priority awards.)**

Guidelines for the purchase of training and equipment:

- 1) Purchases for software and hardware for the purpose of reporting to EMSIRS are limited to \$1,500.00 annually.
- 2) Paid invoices should be submitted within 60 days of the issuance date of the invoice to be eligible for reimbursement.
- 3) Invoices must be submitted by no later than **30 days** following the end of the grant cycle in order to be eligible for reimbursement.
 - a. An EMS organization shall forfeit any remaining money in a grant award and may not be eligible for an award in the following grant year, if the EMS organization:
 - I. leaves an unexpended balance of \$300.00 or more by the end of the grant cycle; OR
 - II. has a remaining balance of \$300.00 or more after the reimbursement deadline (30 days after end of grant cycle) ; OR
 - III. uses grant funds to purchase items not approved by the Ohio EMFTS Board.

Supplemental Economic Hardship & Board Priority Grantees:

If you have been awarded Supplemental Board Priority or Economic Hardship funds your agency has been approved to purchase the equipment items provided by your agency in the supplemental funds application. Under the application agreement, these funds are **only** for the purchase of the equipment or training item(s) on your approved grant application. Failure to expend these funds on the approved equipment items listed on this document will result in a forfeiture, and repayment of these grant funds to the Division by your agency.

1970 West Broad Street
P.O. Box 182073
Columbus, Ohio 43218-2073

(614) 466-9447 / (800) 233-0785
www.ems.ohio.gov

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		EFFECTIVE:	<u>June 5, 2023</u>

Introduced on the Floor on 06-05-2023.

RESOLUTION NO. 1598-2023

**A RESOLUTION ACCEPTING GRANT FUNDS FROM
THE OHIO ENVIRONMENTAL PROTECTION AGENCY
FOR RECYCLING PROMOTION AND EDUCATION, IN
AN AMOUNT NOT TO EXCEED \$10,240.00, FOR THE
FUNDING PERIOD OF JULY 1, 2023 – JUNE 30, 2024, AND
DECLARING AN EMERGENCY.**

WHEREAS, the City of North Ridgeville applied for and has been approved to receive grant funds from the Ohio Environmental Protection Agency 2023 Community and Litter Grant for recycling promotion and education for the funding period of July 1, 2023 – June 30, 2024, in an amount not to exceed \$10,240.00; and

WHEREAS, the grant is conditioned upon the City using the funds solely for the purpose of recycling promotion and education as stated in the grant application and requires a twenty-five percent (25%) match.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. City Council finds that it is in the best interest of the City to accept the grant funds for the period of July 1, 2023 – June 30, 2024, from the Ohio Environmental Protection Agency, for recycling promotion and education, and hereby authorizes the Mayor to enter into a grant agreement with the Ohio Environmental Protection Agency, and to accept the grant funds in an amount not to exceed \$10,240.00.

SECTION 2. The City agrees to use the grant funds provided by the Ohio Environmental Protection Agency, as per the terms more fully set forth in the Ohio Environmental Protection Agency Grant Award Letter that outlines the guidelines for the grant, attached hereto and incorporated as if rewritten herein.

SECTION 3. The grant funds shall be deposited and applied to the appropriate fund.

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were conducted 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 accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 5. This Resolution is hereby declared to be an emergency measure, the emergency being in order to accept the grant funds from the Ohio Environmental Protection Agency. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: June 5, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Jun 09, 2023



Kevin Corcoran
MAYOR

**Ohio Environmental Protection Agency
2023 Community and Litter Grant Agreement**

This Agreement is made and entered into by and between the Director of the Ohio Environmental Protection Agency, hereinafter referred to as the **Agency**, and the **City of North Ridgeville**, hereinafter referred to as the **Grantee**. Agency and Grantee are collectively the "Parties" and each a "Party."

WITNESSETH THAT:

WHEREAS the Grantee, as authorized under Ohio Revised Code (ORC) Chapter 3736, has applied to the Agency for program funding to implement a 2023 Community and Litter Grant, hereinafter referred to as the 2023 CLG: and

WHEREAS ORC 3736.05 authorizes the Director, to make grants from the recycling and litter prevention fund created in ORC 3736.03. ORC 3736.05 and 3736.02(B) further authorize the Director to enter into this agreement; and

WHEREAS the Grantee agrees to perform in compliance with the terms, promises, conditions, and assurances as outlined in the Grantee's 2023 Grant Manual and the 2023 CLG Application, a copy of which is attached hereto as Exhibit A and incorporated herein by reference as if fully set forth herein; and

WHEREAS the 2023 CLG funds in the amount of **\$10,240.00** have been encumbered. Obligations of the State of Ohio are subject to the provisions of ORC Section 126.07.

NOW THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

- I. The Agency hereby awards to the Grantee a grant not to exceed **\$10,240.00**, for the purpose of implementing the project detailed in the Grantee's application. Costs incurred by the Grantee for items that are not part of the approved budget as contained in the Grantee's application, or costs in excess of amounts specified in the approved budget as contained in the Grantee's application will not be reimbursed by the Agency. Any grant-related expenditures made prior to the effective date of the grant agreement will not be reimbursed. The Grantee agrees to maintain and expend the match funds required, either (1) in the dollar amount set forth in the Funding Request Details specified in the Grantee's application as "Match Funds Required", or (2) if the grant award is reduced, when reconciling the grant account at closeout as a result of reduced actual costs, then the dollar amount of the Grantee's match funds required may be proportionately reduced.
 - II. The Agency shall pay to the Grantee, subject to cash availability, fifty percent (50%) of its total grant award after the effective date of this Agreement, to be used for project costs according to the Grantee's approved budget as contained in the Grantee's application. A final payment of fifty percent (50%) of the grant award will be withheld to reconcile the grant account at the end of the grant period or the closeout of the grant. The parties understand and agree that all payments made under this grant award are based on actual costs and are made based upon Grantee's satisfactory performance of Grantee's obligations under this grant agreement.
 - III. The Grantee shall not, in any manner, discriminate against, intimidate, or retaliate against
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**Ohio Environmental Protection Agency
2023 Community and Litter Grant Agreement**

any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability as defined in the Americans with Disabilities Act (ADA). The Grantee shall take affirmative action to ensure that employees are treated appropriately during employment, without regard to their race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination, including apprenticeship.

The Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places, and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way. The Grantee agrees to post notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause in conspicuous places, available to employees and applicants for employment. Furthermore, the Grantee agrees to comply with all pertinent provisions of ORC Section 125.111, 4112.02, and the Drug Free Workplace Act.

- IV. The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, military status, or any disability, as defined in the ADA.
 - V. The Grantee shall comply with the State Equal Employment Opportunity guidelines, and any direction as set forth by officials or agencies of the State or Federal Government that seek to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices under this Agreement. Before and during performance, the Grantee shall promptly comply with all requests and direction from the State of Ohio or any of its officials and agencies related to this paragraph.
 - VI. Upon the Grantee's noncompliance with the nondiscrimination clauses of this Agreement, this Agreement may be canceled, terminated, or suspended in whole or in part, and the Grantee may be ineligible for further state contracts. Further, such other sanctions may be imposed and remedies instituted as otherwise provided by the law.
 - VII. It is fully understood and agreed that neither Grantee nor any of its employees or other personnel shall at any time or for any purpose, be considered as agents or employees of the Ohio EPA or the State of Ohio. The Grantee certifies that neither the Grantee nor its employees or other personnel are public employees of the Agency under federal or state law for tax, Workers' Compensation, and retirement deduction purposes.
 - VIII. The Grantee shall carry out and administer the project according to all applicable federal, state, and local laws, rules, regulations, ordinances and the terms of this Agreement, as outlined in the Agency's 2023 CLG Application and Grant Manual.
 - IX. The Agency shall at any reasonable time have the right of access to and the right to audit all books and records, financial or otherwise, pertinent to the administration and operation of this project. The Grantee shall keep said books and records in a manner consistent
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**Ohio Environmental Protection Agency
2023 Community and Litter Grant Agreement**

with generally accepted accounting procedures in a common file to facilitate audits and inspections. In the event of a special audit, the Grantee will be responsible for the actual cost of the audit. Said costs shall be determined by the State of Ohio.

- X. The Grantee, by signature on this document, certifies that it: (1) has reviewed and understands the Ohio ethics and conflict of interest laws, including the requirements found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (2) Grantee is currently in compliance with and will continue to adhere to, the requirements of Ohio ethics laws and conflict of interest laws and will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. No personnel of Contractor or public official, employee or member of the governing body of any locality in which work under this Agreement is being carried out, and who exercises any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of the work, voluntarily acquire any personal interest that is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out the work. Any such person who acquires an incompatible or conflicting personal interest on or after the effective date of this Agreement, or who involuntarily acquires any such personal interest, shall immediately disclose his or her interest to Ohio EPA in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Ohio EPA determines in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to public interest.
 - XI. The Grantee affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions in excess of the amounts specified in ORC 3517.13, to the Governor or to his campaign committees.
 - XII. The Grantee affirmatively represents and warrants to Agency that it is not subject to a finding for recovery under ORC 9.24 or otherwise qualifies under that section. The Grantee agrees that if this representation or warranty is deemed to be false, the Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by Agency hereunder immediately shall be repaid to Agency, or an action for recovery immediately may be commenced by Agency for recovery of said funds.
 - XIII. The Grantee affirmatively represents and warrants to Agency that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either ORC 153.02 or ORC 125.25. If this representation and warranty is false, this Agreement is void *ab initio* and Grantee shall immediately repay to the State any funds paid under this Agreement.
 - XIV. Implementation of the approved 2023 CLG project as outlined in the Grantee's 2023 CLG Approved Application and this Agreement shall not commence until the Agreement is signed by all parties or **July 1, 2023**, whichever is later. The Agency shall not be responsible for any costs incurred by the Grantee prior to the effective date of this Agreement.
 - XV. Grantee represents and warrants that:
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**Ohio Environmental Protection Agency
2023 Community and Litter Grant Agreement**

1. It is not subject to any judgment or decree of a court of competent jurisdiction or governmental agency that would limit or restrict its right to enter and carry out this Agreement.
 2. Neither the execution of this Agreement nor the consummation of its transactions will constitute a breach under any contract or agreement to which it is a party or by which it is bound.
 3. It has made no false statements to the other party or any of its employees or agents in the process of obtaining this Agreement
 4. It has the authority to execute this Agreement and perform their obligations under this Agreement.
 5. It has received no written notice that any investigation, action or litigation is pending or threatened, which materially and adversely affects this Agreement.
- XVI. This Agreement shall remain in effect until **June 30, 2025**. The Agency reserves the right, at any time after execution of this Agreement, with or without cause, to terminate, revise, or extend the grant in whole or in part, upon written notification to the Grantee. The Grantee, upon receipt of notice of termination, shall not incur any new obligations and shall take all necessary and appropriate steps to limit disbursements and minimize costs and obligations, including cancelling as many outstanding obligations as possible. In the event of such termination, the Grantee will be paid for approved expenditures incurred prior to termination and for any noncancelable obligations properly incurred by the Grantee prior to termination. If requested by the Agency, the Grantee shall promptly furnish a report that describes the status of all work under this Agreement as of the date of receipt of the termination notice. The Grantee agrees to waive any right to, and shall have no claim for, additional compensation against the Agency by reason of such termination.
- XVII. The Grantee reserves the right, at any time after execution of this Agreement to terminate the program, in whole or in part, upon a thirty (30) day written notification to the Agency. In the event of such termination by the Grantee, the Grantee shall not incur any new obligations and shall make a good faith effort to cancel as many outstanding obligations as possible.
- XVIII. All unspent funds and unallowed expenditures shall be returned to the Agency within forty-five (45) days of sending notification to the Agency or receiving notification from the Agency of any termination of the grant or program. Any payment not received within forty-five days of the due date may be turned over to the Attorney General for collection as a delinquent claim, and the Grantee agrees to pay the Agency all costs the Agency incurs for delinquent collections by the Attorney General's office.
- XIX. The Grantee affirms to have read and understands Executive Order 2019-12D and Executive Order 2022-02D and shall abide by those requirements in the performance of this Agreement and shall perform no services required under the Agreement outside of the United States or purchase services from or investment in Russian institutions and companies. Notwithstanding any other terms of this Agreement, the State reserves the
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**Ohio Environmental Protection Agency
2023 Community and Litter Grant Agreement**

right to recover any funds paid for services the Grantee performs outside of the United States for which it did not receive a waiver or funds paid for services from or investments in Russian institutions and companies. The State does not waive any other rights and remedies provided to the State in this Agreement. The Executive Orders are available at:

<https://governor.ohio.gov/wps/portal/gov/governor/media/executive-orders/2019-12d>

<https://governor.ohio.gov/media/executive-orders/Executive-Order-2022-02D>

The Grantee also affirms, understands, and agrees to immediately notify the State of any change or shift in the location(s) of services performed by the Grantee or its subcontractors under this Agreement, and no services shall be changed or shifted to a location(s) that is/are outside of the United States.

If the Grantee or any of its subcontractors perform services under this Agreement outside of the United States, or purchase services from or investments in Russian institutions and companies, the performance of such services shall be treated as a material breach of the Agreement. The State is not obligated to pay and shall not pay for such services. If Grantee or any of its subcontractors perform any such services, Grantee shall immediately return to the State all funds paid for those services. The State may also recover from the Grantee all costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Grantee performing services outside the United States or purchases of services from or investments in Russian institutions and companies.

The State may, at any time after the breach, terminate the Agreement, upon written notice to the Grantee. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Agreement and costs associated with the acquisition of substitute services from a third party.

The State, in its sole discretion, may provide written notice to Grantee of a breach and permit the Grantee to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Grantee any costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Grantee's cure of the breach, the State does not waive any of its rights and remedies provided to the State in this Agreement, including but not limited to recovery of funds paid for services the Grantee performed outside of the United States, purchases of services from or investments in Russian institutions and companies, costs associated with corrective action, or liquidated damages.

- XX. Until termination of this contract (expiration date – see condition XVI) and for a period of three years following termination, the Agency may require repayment of any funds, up to the full amount that has been distributed, upon a finding by the Director that Grantee or the cooperating enterprise is not in substantial compliance with environmental laws or rules or has become subject to a formal enforcement action by Ohio EPA or the Ohio Attorney General's Office. If the Agency terminates this agreement pursuant to this paragraph, any funds already distributed to Grantee, including funds that have already
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**Ohio Environmental Protection Agency
2023 Community and Litter Grant Agreement**

been spent, shall be returned to the Agency within forty-five (45) days of receiving notification of termination. Any payment not received within forty-five days of the due date may be referred to the Ohio Attorney General's Office for collection as a delinquent claim, and the Grantee agrees to pay the Agency all costs the Agency incurs for delinquent collections by the Ohio Attorney General's Office. Grantee shall require all contracts with subcontractors to include legal mechanisms (e.g., default judgments or liens) to recover funds pursuant to this paragraph.

- XXI. Neither this Agreement, nor any rights, duties, nor obligations hereunder, may be assigned, delegated, or transferred in whole or in part by the Grantee without prior written consent of the State. Any assignment or delegation not consented to may be deemed void by the State. This Agreement represents the complete and final agreement between the Parties and supersedes any previous writing or understanding.
 - XXII. Each party shall be responsible for its own acts and omissions and will be responsible for any and all damages, costs, and expenses that arise out of the performance of this Agreement, including those that are due to that party's own negligence, tortious acts, or other conduct, or that are due to the negligence, tortious acts, or other conduct of the party's respective agents, officers, or employees.
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DATE:	<u>June 5, 2023</u>	1 ST READING:	<u>June 5, 2023</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 63-2023</u>	ADOPTED:	<u>June 5, 2023</u>
		EMERGENCY:	<u>June 5, 2023</u>
		EFFECTIVE:	<u>June 5, 2023</u>

ORDINANCE NO. 6077-2023

AN ORDINANCE AMENDING ORDINANCE NUMBER 6031-2022 OF THE CITY OF NORTH RIDGEVILLE, OHIO, PROVIDING APPROPRIATIONS FOR THE PERIOD COMMENCING JANUARY 1, 2023, AND ENDING DECEMBER 31, 2023, AND DECLARING AN EMERGENCY.

WHEREAS, it is necessary to amend the appropriations for certain funds and appropriate other amounts for the operations of the City of North Ridgeville, Ohio.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO:

SECTION 1. That to provide for current and other expenditures for the City of North Ridgeville, Ohio, for the period commencing January 1, 2023, and ending December 31, 2023, Ordinance No. 6031-2022 be and the same is hereby supplemented in the following amounts so that from and after the effective date of the Ordinance, the appropriation Ordinance shall include the following, being adjusted for the similar terms in the preceding appropriation Ordinance.

SECTION 2. That there be appropriated from the respective funds listed below, the amounts as follows:

Fund Number	Fund	Personal Services	Other	Transfers and Advances	Total
101	General Fund				
	General Government	14,000	14,200	-	28,200
	Total General Fund	<u>14,000</u>	<u>14,200</u>	<u>-</u>	<u>28,200</u>
	Special Revenue Funds				
210	Street Construction M&R		37,000		37,000
250	Law Enforcement Trust		4,900		4,900
263	Paramedic Levy		15,000		15,000
265	Ambulance	7,100	2,000		9,100
	Total Special Revenue Funds	<u>7,100</u>	<u>58,900</u>	<u>-</u>	<u>66,000</u>
	Enterprise Funds				
610	Water		850		850
640	Sewer		4,250		4,250
	Total Enterprise Funds	<u>-</u>	<u>5,100</u>	<u>-</u>	<u>5,100</u>
	Custodial Funds				
840	Senior Citizens Multi Trust	-	1,800	-	1,800
	Total Custodial Funds	<u>-</u>	<u>1,800</u>	<u>-</u>	<u>1,800</u>
	Total All Funds	<u><u>21,100</u></u>	<u><u>80,000</u></u>	<u><u>-</u></u>	<u><u>101,100</u></u>

SECTION 3. That the Director of Finance of the City of North Ridgeville is hereby authorized to draw warrants on the treasury of the City of North Ridgeville for payments on any of the foregoing appropriations, upon receiving proper certification and vouchers therefore, approved by officers authorized by law to approve the same or by an ordinance or resolution of Council to make the expenditure and provide that no warrants may be drawn or paid for salaries or wages, except to persons employed by authority of or in accordance with law or Ordinance.

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 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 accordance with all legal requirements.

SECTION 5. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to provide the Department of Finance with the necessary financial resources. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: June 5, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Jun 09, 2023



Kevin Corcoran
MAYOR

DATE:	<u>June 5, 2023</u>	1 ST READING:	<u>June 5, 2023</u>
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ORDINANCE NO. 6078-2023

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT, ACCORDING TO LAW AND IN A MANNER PRESCRIBED BY LAW, WITH THE LOWEST AND BEST BIDDER FOR THE 2023 FULL DEPTH CONCRETE PAVEMENT REPLACEMENT PROJECT AND OTHER APPURTENANCES, NOT TO EXCEED \$590,000.00, AND DECLARING AN EMERGENCY.

WHEREAS, portions of Oakhurst Drive, Woodridge Court, Albert Street, Rosebelle Avenue, Forest Glen Way, and Lorain Road within the City of North Ridgeville have failed and no longer meet proper standards of engineering for the health, safety, and economy for vehicles and pedestrian traffic; and

WHEREAS, the City has appropriated \$590,000.00 for the 2023 Full Depth Concrete Pavement Replacement Project, including inspection, for the above referenced roadways; and

WHEREAS, plans and bidding documents will be available in the City of North Ridgeville Engineering Department for the 2023 Full Depth Concrete Pavement Replacement Project.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized to advertise for bids and enter into a contract with the lowest and best bidder, according to law, and in a manner prescribed by law, for the 2023 Full Depth Concrete Pavement Replacement Project and other appurtenances, in an amount not to exceed \$590,000.00. The streets to be repaired are listed in Exhibit A, attached hereto, and incorporated as if rewritten herein.

SECTION 2. The cost of the 2023 Full Depth Concrete Pavement Replacement Project shall be charged to and paid from the appropriate City funds.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted 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 accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is hereby declared to be an emergency measure, the emergency being the immediate necessity to provide for the health, safety, and welfare of the Citizens of the City of North Ridgeville. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: June 5, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Jun 09, 2023



Kevin Corcoran
MAYOR

Exhibit A

2023 Full Depth Concrete Pavement Replacement Project Streets to be Repaired:

- 1) Oakhurst Drive
- 2) Woodridge Court
- 3) North Barton Road Apron at Mills Road
- 4) Albert Street (from Drake Street to 5908)
- 5) Albert Street (from 6142 to 6174)
- 6) Rosebelle Avenue (from 5844 to Drake Street)
- 7) Forest Glen Way Apron at Chestnut Ridge Road
- 8) Various isolated locations on Lorain Road

DATE:	<u>June 5, 2023</u>	1 ST READING:	<u>June 5, 2023</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 65-2023</u>	ADOPTED:	<u>June 5, 2023</u>
		EMERGENCY:	<u>June 5, 2023</u>
		EFFECTIVE:	<u>June 5, 2023</u>

ORDINANCE NO. 6079-2023

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT ACCORDING TO LAW AND IN A MANNER PRESCRIBED BY LAW WITH THE LOWEST AND BEST BIDDER FOR THE 2023 CATCH BASIN REHABILITATION PROJECT AND OTHER APPURTENANCES, NOT TO EXCEED \$100,000.00, AND DECLARING AN EMERGENCY.

WHEREAS, the City of North Ridgeville Service Department has identified the need to rehabilitate and/or reconstruct various catch basins throughout the City that are in need of repair; and

WHEREAS, the City of North Ridgeville has appropriated the necessary funds to perform this work; and

WHEREAS, the bidding documents and specifications will be available through the Engineering Department for this project.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor of the City of North Ridgeville, Ohio, is hereby authorized to advertise for bids and enter into a contract according to law and in a manner prescribed by law with the lowest and best bidder for the 2023 Catch Basin Rehabilitation Project and other appurtenances in an amount not to exceed \$100,000.00.

SECTION 2. The cost for said project shall be paid from the appropriate fund.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted 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 accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is hereby declared to be an emergency measure, the emergency being the immediate necessity to provide for the health, safety, and welfare of the Citizens of the

City of North Ridgeville. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: June 5, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Jun 09, 2023



Kevin Corcoran
MAYOR

DATE:	<u>May 15, 2023</u>	1 ST READING:	<u>May 15, 2023</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>June 05, 2023</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 56-2023</u>	ADOPTED:	<u>June 05, 2023</u>
		EMERGENCY:	<u>June 05, 2023</u>
		EFFECTIVE:	<u>June 05, 2023</u>

ORDINANCE NO. 6080-2023

AN ORDINANCE AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS AND ENTER INTO A CONTRACT ACCORDING TO LAW AND IN A MANNER PRESCRIBED BY LAW WITH THE LOWEST AND BEST BIDDER FOR THE REPLACEMENT AND UPGRADE OF THE COMPLETE MIX TANK AERATION AND MIXING SYSTEMS FOR THE FRENCH CREEK WASTEWATER TREATMENT PLANT NOT EXCEED \$6.7 MILLION DOLLARS, AND DECLARING AN EMERGENCY.

WHEREAS, the Complete Mix Tank Aeration system is failing due to severe corrosion and air leaks; and

WHEREAS, many parts of the Complete Mix Tank Aeration system are original to the plant built in 1976; and

WHEREAS, a newly designed system has been completed by CT Consultants which will enhance the efficiency and maintenance of the systems.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor is hereby authorized to advertise for bids and enter into a contract according to law and in a manner prescribed by law with the lowest and best bidder for the replacement and upgrade of the Complete Mix Tank Aeration system at the French Creek Wastewater Treatment Plant, not to exceed \$6.7 million.

SECTION 2. The cost of this project shall be paid from the appropriate City fund.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted 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 accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to replace and upgrade the Complete Mix Tank Aeration system at the French Creek Wastewater Treatment Plant for the health, safety, and welfare of the Citizens of the City of North Ridgeville. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: June 5, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Jun 09, 2023



Kevin Corcoran
MAYOR

DATE:	<u>May 15, 2023</u>	1 ST READING:	<u>May 15, 2023</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>June 05, 2023</u>
REFERRED BY:	<u></u>	3 RD READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 56-2023</u>	ADOPTED:	<u>June 05, 2023</u>
		EMERGENCY:	<u>June 05, 2023</u>
		EFFECTIVE:	<u>June 05, 2023</u>

ORDINANCE NO. 6081-2023

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ACCORDING TO LAW AND IN A MANNER PRESCRIBED BY LAW WITH AMERICAN STRUCTUREPOINT INC., A PROFESSIONAL ENGINEERING FIRM, FOR DESIGN AND CONSTRUCTION OVERSIGHT SERVICES FOR THE REPLACEMENT OF GATES AND CLEANING OF THE INFLUENT WET WELL AT THE FRENCH CREEK WASTEWATER TREATMENT PLANT, NOT TO EXCEED \$78,800.00, AND DECLARING AN EMERGENCY.

WHEREAS, the influent wet well chamber gates at the French Creek Wastewater Treatment Plant are in need of repair and replacement; and

WHEREAS, the chamber also requires cleaning prior to the pump replacement project; and

WHEREAS, American Structurepoint Inc., a professional engineering firm, has submitted a proposal to design new gate components and provide guidance in the cleaning process; and

WHEREAS, American Structurepoint Inc. is needed to provide engineering expertise because of the complex and dangerous nature of the wet well work.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH RIDGEVILLE, LORAIN COUNTY, OHIO, THAT:

SECTION 1. The Mayor of the City of North Ridgeville, Ohio, is hereby authorized to negotiate and enter into a contract according to law and in a manner prescribed by law with American Structurepoint Inc., a professional engineering firm, for cleaning, design, and construction oversight services for the replacement of gates and cleaning of the influent wet well at the French Creek Wastewater Treatment Plant, not to exceed \$78,800.00, in substantially the same form as the Agreement attached hereto and marked as Exhibit A.

SECTION 2. The cost of this project shall be paid from the appropriate City fund.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were conducted 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 accordance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is hereby declared to be an emergency measure, the emergency being in order to repair and replace the influent wet well chamber gates at the French Creek Wastewater Treatment Plant for the health, safety, and welfare of the Citizens of the City of North Ridgeville. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: June 5, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Jun 09, 2023



Kevin Corcoran
MAYOR

Exhibit A

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of the date of the latest required signature below ("Effective Date") between City of North Ridgeville ("Owner") and American Structurepoint, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: French Creek WWTP: Influent Pump Station Improvements ("Project").

Engineer's services under this Agreement are generally identified as follows: Please see Engineer's fee proposal dated February 13, 2023 ("Services").

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above ("Additional Services").
- B. Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said due date, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

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EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.

2022.03091

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2.02 Basis of Payment

A. Owner shall pay Engineer for Services as follows:

1. A Lump Sum amount of \$78,800.
2. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

2.03 ~~Additional Services: For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1. a fee to be negotiated at the time such Additional Services are requested.~~

3.01 Termination

A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 60 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

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- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the receipt of notice of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards. **The Owner shall furnish, at the Owner's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Engineer may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Engineer shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Owner, consultants or contractors which the Owner requires Engineer to hire, and/or the Owner's consultants and contractors.**
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

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- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
 - 5. Upon payment in full of all fees due by Owner, all right, title, and interest in any documents, plans, drawings, or instruments of service shall vest solely in the Owner. Notwithstanding the foregoing, Engineer shall retain its rights in pre-existing and standard scripts, databases, computer software, and other proprietary property. Rights to intellectual property that is not specifically created exclusively for the Owner in the performance of the services under this Agreement shall also remain the property of the Engineer.

- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to **\$50,000** or the total amount of compensation received by Engineer, whichever is greater, notwithstanding applicable insurance coverage.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.
- M. **If the Project is constructed, Owner shall require the Constructor to purchase and maintain general liability insurance and to cause Engineer and Engineer's Consultants to be listed as additional insureds on a primary and non-contributory basis with respect to such liability insurance purchased and maintained by the Constructor for the Project.**
- N. **If required by the Contract Documents, Engineer shall review and approve, or take other action upon, the Constructor's submittals such as shop drawings, product data and samples, but only for the limited purposes of checking for conformance with the information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy or completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Constructor's responsibility. The Engineer's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.**

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- O. If Engineer is required to review any submittals prior to final approval of plans by Owner or any required approval by governmental authorities, the review shall be limited to confirm general conformance with the preliminary design concept expressed by the preliminary design documents that are subject to material revisions in the process of developing the Owner-approved Contract Documents that bear the professional seal of the Engineer. The Owner understands and agrees that it is the Constructor's obligation to assume all costs to comply with the Contract Documents even if the Contract Documents differ materially from the preliminary design concept that is the subject of the submittal. Any notes made by Engineer on the submittal shall not relieve the Constructor from its duty to ensure compliance with the Contract Documents. Design and certification of manufactured items that are not specifically designed and detailed in the Contract Documents are the responsibility of the registered professional engineer working for the Constructor. The Constructor is responsible for all dimensions, quantities, fabrication, fit, and the coordination with other trades. Dimensions shall be confirmed and correlate by the Constructor at the job site.
- P. The Engineer will exercise reasonable care to incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents as those requirements are known and understood by reasonable and prudent engineers under the same or similar circumstances. Engineer's duty to incorporate the design requirements of governmental authorities into the Construction Documents is limited to design requirements as they are known and understood by reasonable and prudent engineers at the time of preparation of the Construction Documents, but Engineer shall have no responsibility or liability for costs resulting from revised or different interpretations of the design requirements by the governmental authorities after completion of the Construction Documents or new and different design requirements that are adopted after completion of the Construction Documents.
- Q. Following submission of design documents and requests for permits to governmental authorities for their review and approval as may be required, Engineer has no control over or ability to influence the governmental review process and the time required to complete the process and Engineer shall have no liability for loss, costs or damages sustained or incurred by Owner as a result of delays or extended time required for any governmental review process.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response,

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Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

Engineer's Proposal Letter dated February 13, 2023

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of North Ridgeville

Engineer: American Structurepoint, Inc.

By: _____
Print name: _____
Title: _____
Date Signed: _____

By: _____
Print name: _____
Title: _____
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):

State of: Indiana

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

7303 Avon Beldon Road
North Ridgeville, Ohio 44039

Willis R. Conner
600 Superior Avenue East, Suite 2401
Cleveland, Ohio 44114