

DATE:	<u>August 21, 2023</u>	1 ST READING:	<u>August 21, 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 83-2023</u>	ADOPTED:	<u>August 21, 2023</u>
		EMERGENCY:	<u>August 21, 2023</u>
		EFFECTIVE:	<u>August 21, 2023</u>

RESOLUTION NO. 1602-2023

**A RESOLUTION AUTHORIZING PARTICIPATION IN
THE ODOT COOPERATIVE PURCHASING PROGRAM
AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for Counties, Townships, Municipal Corporations, Conservancy Districts, Township Park Districts, and Park Districts created under Chapter 1545 of the Ohio Revised Code, Port Authorities, Regional Transit Authorities, Regional Airport Authorities, Regional Water and Sewer Districts, County Transit Boards, State Universities or Colleges to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, material, supplies or other articles; and

WHEREAS, in an effort to better serve the City of North Ridgeville, the Mayor hereby requests authority in the name of the City of North Ridgeville to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Ohio Revised Code Section 5513.01(B).

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

SECTION 1. The Mayor is hereby authorized to agree in the name of the City of North Ridgeville to be bound by all terms and conditions as the Director of Transportation prescribes.

SECTION 2. The Mayor is hereby authorized to agree in the name of the City of North Ridgeville to directly pay vendors, under each such contract of the Ohio Department of Transportation in which the City of North Ridgeville participates, for items it receives pursuant to the contract.

SECTION 3. The City of North Ridgeville agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01(B) of the Ohio Revised Code. The City of North Ridgeville agrees to waive any claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the City of North Ridgeville may have or claim to have against ODOT

or its employees unless such liability is the result of negligence on the part of ODOT or its employees.

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 enter the program to obtain the necessary machinery, materials, supplies, or other articles for the safety of the public. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: August 21, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Aug 23, 2023



Kevin Corcoran
MAYOR

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TEMPORARY NO:	<u>T 86-2023</u>	ADOPTED:	<u>August 21, 2023</u>
		EMERGENCY:	<u>August 21, 2023</u>
		EFFECTIVE:	<u>August 21, 2023</u>

RESOLUTION NO. 1603-2023

A RESOLUTION OF SUPPORT FOR THE OHIO PUBLIC WORKS COMMISSION PRIORITIES, BY AUTHORIZING THE MAYOR OF THE CITY OF NORTH RIDGEVILLE TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED AND DECLARING AN EMERGENCY.

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the City of North Ridgeville is planning to make capital improvements to the Sugar Ridge Road and Bender Road intersection; and

WHEREAS, the infrastructure improvement herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

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

SECTION 1: The Mayor of the City of North Ridgeville is hereby authorized to apply to the OPWC for funds as described above.

SECTION 2: The Mayor of the City of North Ridgeville is hereby authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

SECTION 3: 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 4: This Resolution is hereby declared to be an emergency measure, the emergency being in order to accept the funds and participate in the State Capital Improvement

Program and the Local Transportation Improvement Program. Wherefore, this Resolution shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: August 21, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Aug 23, 2023



Kevin Corcoran
MAYOR

EXHIBIT A

<u>PRIORITY/PROJECT</u>	<u>TOTAL EST. COST</u>	<u>LOCAL SHARE</u>	<u>ISSUE 1 SHARE</u>
Sugar Ridge Road & Bender Road Roundabout	\$590,000.00	\$190,000.00	\$400,000.00

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TEMPORARY NO:	<u>T 87-2023</u>	ADOPTED:	<u>August 21, 2023</u>
		EMERGENCY:	<u>August 21, 2023</u>
		EFFECTIVE:	<u>August 21, 2023</u>

ORDINANCE NO. 6094-2023

**AN ORDINANCE AMENDING ORDINANCE NO. 5880-2021
AUTHORIZING THE LEASE/PURCHASE OF A NEW
SINGLE AXLE DUMP TRUCK WITH ACCESSORIES NOT
TO EXCEED \$150,000.00 AND DECLARING AN
EMERGENCY.**

WHEREAS, Ordinance No. 5880-2021 was passed on November 15, 2021, authorizing the Mayor to enter into an agreement for a 5year lease/purchase of a new single axle dump truck with accessories from the State Bid List or State Co-Op, or to advertise for bids according to law and in a manner prescribed by law and enter into a lease/purchase agreement with the lowest and best bidder, not to exceed \$150,000.00; and

WHEREAS, the lease/purchase was unsuccessful at that time as the Department of Administration did not competitively bid for this vehicle and the City’s bid process produced no successful bidders; and

WHEREAS, the City has the opportunity to participate in the Ohio Department of Transportation’s Cooperative Purchasing Program and purchase a new Ford F750 single axel dump truck with accessories; and

WHEREAS, Council approved appropriations in the amount of \$160,000.00 for the purchase of a single axel dump truck with accessories for French Creek.

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

SECTION 1. Section 1 of Ordinance 5880-2021 shall be amended as follows:

The Mayor is hereby authorized to enter into an agreement for the purchase of a new Ford F750 single-axle dump truck with accessories using the Ohio Department of Transportation’s Cooperative Purchasing Program, not to exceed \$160,000.00.

SECTION 2. All other sections, terms, and provisions of Ordinance No. 5880-2021 not specifically modified or affected by this amending Ordinance shall remain in full force and effect.

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 a previous Ordinance currently in place and purchase the necessary vehicles for the safety of the public. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: August 21, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Aug 23, 2023



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TEMPORARY NO:	<u>T 88-2023</u>	ADOPTED:	<u>August 21, 2023</u>
		EMERGENCY:	<u>August 21, 2023</u>
		EFFECTIVE:	<u>August 21, 2023</u>

ORDINANCE NO. 6095-2023

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NORTH RIDGEVILLE TO ENTER INTO A LEASE/PURCHASE AGREEMENT FOR THE PURCHASE OF A NEW FORD F750 SINGLE AXLE DUMP TRUCK WITH PLOW AND ACCESSORIES, NOT TO EXCEED \$187,000.00, AND DECLARING AN EMERGENCY.

WHEREAS, City Council approved appropriations for the lease/purchase of a new Ford F750 single axle dump truck with plow and accessories for the Department of Public Works; and

WHEREAS, the City has the opportunity to participate in the Ohio Department of Transportation’s Cooperative Purchasing Program and lease/purchase a new Ford F750 single axle dump truck with plow and accessories, not to exceed \$187,000.00.

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 enter into a lease/purchase agreement for the purchase of a new Ford F750 single axle dump truck with plow and accessories from the Ohio Department of Transportation’s Cooperative Purchasing Program not to exceed \$187,000.00. The lease/purchase agreement shall be subject to annual appropriation.

SECTION 2. The cost of said equipment shall be charged to and 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 place and purchase the necessary vehicle for the safety of the public. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: August 21, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Aug 23, 2023



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TEMPORARY NO:	<u>T 89-2023 Amended</u>	ADOPTED:	<u>August 21, 2023</u>
		EMERGENCY:	<u>August 21, 2023</u>
		EFFECTIVE:	<u>August 21, 2023</u>

Amended on 08-21-2023

ORDINANCE NO. 6096-2023

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF NORTH RIDGEVILLE TO ENTER INTO AN AGREEMENT WITH GO2IT GROUP FOR MANAGED IT SERVICES AT A MONTHLY COST OF \$8,550.00 PER MONTH, AND DECLARING AN EMERGENCY.

WHEREAS, the City wishes to enter into a twenty-four (24) month agreement with Go2IT Group for managed IT services; and

WHEREAS, this twenty-four (24) month agreement will go into effect upon the passage and signing of the agreement(s).

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 enter into an agreement with Go2IT Group for managed IT services, more fully explained in the Master Services Agreement (Exhibit A), Service Attachment for Managed Services (Exhibit B), and the Pricing and Support Addendum to Service Attachment for Managed Services (Exhibit C), at a cost of \$8,550.00 per month.

SECTION 2. The cost for the managed IT services with the GO2IT Group shall be charged to and 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 §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 hire a IT company to provide IT services and coverage for the City. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: August 21, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST : 

Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Aug 23, 2023



Kevin Corcoran
MAYOR

Exhibit "A"



MASTER SERVICES AGREEMENT

PREPARED FOR:

City of North Ridgeville
7307 Avon Belden Rd.
North Ridgeville, OH 44039

MASTER SERVICES AGREEMENT

This Agreement is between The Go2IT Group, an Ohio company (sometimes referred to as "we," "us," "our," OR "Provider"), and The City of North Ridgeville (sometimes referred to as "you," "your," OR "Client"), as of the date signed below by both parties (the "MSA Effective Date").

The parties agree as follows:

STATEMENT OF SERVICES

Service Attachments

The services to be delivered by Provider (the "Services") and the fees for those Services, and the specific terms applicable to those Services are described in one or more Service Attachments referencing this Agreement.

Except for Supplemental Services or Project Services (described below), and unless otherwise agreed in writing, the services we will deliver to you are limited to those Services specifically identified in the Service Order and described in the Service Attachments. In the event of any conflict between the terms of a Service Attachment and this Agreement, the terms in the Service Attachment control.

Supplemental Services

"Supplemental Services" are limited, additional services and equipment you may need on a "one-off" or emergency basis that are not included within the scope of the Services described in the Service Attachments. You will incur additional Service Fees for Supplemental Services. We will notify you of any such additional Service Fees and will obtain your approval prior to providing them. However, we have no obligation to determine the need for or to provide any Supplemental Services. All Supplemental Services are provided on an "as-is" basis and include no warranties of any kind, whether express or implied. In addition, if we determine that any additional services you request would be inappropriate for treatment as Supplemental Services under this paragraph, we may deliver to you a proposed Service Attachment for Project Services.

Project Services

In some cases, you may ask us to deliver services outside the scope of any Service Attachment and inappropriate for treatment as Supplemental Services. Examples of such services include major system upgrades or datacenter moves or setups. In those cases, we will prepare a separate Service Attachment for Project Services describing the proposed scope of those services and our fee to deliver them.

FEES FOR SERVICES | PAYMENT TERMS

Service Fees

Fees for Services are set forth in a Service Attachment and Pricing and Support Addendum.

Adjustments to Service Fees

Except as may be specified in a Service Attachment, we may adjust the Service Fees charged under this agreement as follows:

- **End-User or Network Growth.** During the term of a Service Attachment, if the number of users in your environment or the Service or Equipment types or quantities to be covered within the scope of the Service Attachment exceeds the numbers, types or quantities previously ordered, we may apply a pro rata adjustment to the total Service Fees based on our then-current fee rates. You shall pay all Service Fees owed as they become due following any such adjustment.

Similarly, during the term of a Service Attachment, if the number of users in your environment or the Service or Equipment types or quantities to be covered within the scope of the Service Attachment is less than the numbers, types or quantities

previously ordered, upon request, we will apply a pro rata adjustment to the total Service Fees based on our then-current fee rates. You shall pay all Service Fees owed as they become due following any such adjustment. However, under no circumstances may any such adjustments result in a number of users in your environment or in any Service or Equipment types or quantities to be covered within the scope of the Service Attachment that is less than the numbers, types or quantities ordered at the time you signed that Service Attachment.

- **Surcharges.** At any time after the parties sign a Service Attachment, we may adjust our rates and charges or impose additional rates and charges to recover amounts required or permitted by governmental or quasi-governmental authorities to collect from others or pay to others in support of statutory or regulatory funds or programs. You shall pay all Service Fees owed as they become due following any such adjustment.
- **Service Fee Rate Increases.** At any time after the parties sign a Service Attachment, we may elect to raise the fees that we charge under that Service Attachment. We shall give you no less than thirty (30) days' notice of any such increase in fees to be charged. Following your receipt of such notice, you may terminate this Service Attachment within 30 days of receiving the notice without incurring any additional charges or penalties, if any, that you ordinarily would incur for such termination.

Pass-Through Expenses

Client shall pay Provider's preapproved reasonable out-of-pocket expenses, including travel expenses, lodging, meals, or other similar expenses, which may be incurred by Provider in performing Services. Any such "Pass-Through Expenses" will be billed at cost and invoiced monthly.

Payment Terms

You shall pay the full amount reflected on any invoice as owed to us within 30 days of receipt of invoice. You shall pay a late charge of one- and one-half percent (1.5%) per month or the maximum lawful rate, whichever is less, for all invoiced amounts not paid within 30 days of receipt of invoice (the "Payment Deadline").

If you dispute in good faith all or any portion of the amount owed to us, or if you otherwise require any adjustment to an invoiced amount, you must notify us in writing, prior to the Payment Deadline, of the nature and basis of the dispute and/or adjustment. If we are unable to resolve the dispute prior to the Payment Deadline, you nevertheless shall pay the entire invoiced amount by the Payment Deadline. If we ultimately determine that such amount should not have been paid, we shall apply a credit equal to such amount on against any Service Fees owed for the following month.

Suspension of Service

If you fail to pay all amounts owed under this agreement when due, then upon at least ten (10) business days prior written notice, and in addition to any other remedies available to us, we may suspend Services under this agreement until full payment is made. Following any suspension of service under this provision, and after you make full payment to us, we shall restore the Services after validating that all components to be monitored and/or managed under any applicable Service Attachment comply with our level of security, updates and best practices. You shall pay a "Reactivation Fee" for such restoration equal to \$250.00. Our right to suspend Services

MASTER SERVICES AGREEMENT

under this section is in addition to our right to terminate this agreement.

Taxes

All charges and fees owed under this agreement are exclusive of any applicable sales, use, excise or services taxes that may be assessed on the provision of the Services. In the event that any taxes are assessed on the provision of any of the Services, you shall pay the taxes directly to the taxing authority or shall reimburse us for their payment.

TERM AND TERMINATION

Term

This Service Attachment is effective on the date specified in the Pricing and Support Addendum (the "Service Start Date"). Unless properly terminated by either party, this agreement will remain in effect for twenty-four (24) months (the "Initial Term").

Renewal

"Renewal" means the extension of any Initial Term specified on a Pricing and Support Addendum for an additional twelve (12) month period following the expiration of the Initial Term, or in the case of a subsequent Renewal, a Renewal term. This Service Attachment will renew automatically upon the expiration of the Initial Term or a Renewal term unless one party provides written notice to the other party of its intent to terminate at least sixty (60) days prior to the expiration of the Initial Term or of the then-current Renewal term.

INDEPENDENT CONTRACTOR

Unless otherwise agreed, we will perform all Services solely as an independent contractor and not as an employee, agent or representative of Client.

INTELLECTUAL PROPERTY RIGHTS

Reservation of Rights

In providing the Services, we may utilize any or all of the following:

- Provider's name, logo, domain name, and product and service names associated with the Services, and other trademarks and service marks;
- Software and other works of authorship; and
- Other technology, hardware, processes, know-how, techniques, designs, inventions and other tangible or intangible technical material or information.
- Those portions of any deliverable consisting of general computer consulting knowledge and information we had or acquired during the performance of its Service for you, not including any proprietary business information of Client, conveyed to Provider by Client.

All such information and property is the "Provider Technology." The Provider Technology is covered by intellectual property rights owned by or licensed to us (collectively, "Provider IP Rights"). Other than as set forth in these terms, no license or other rights in or to the Provider Technology or the Provider IP Rights are granted to you, and all such licenses and rights are hereby expressly reserved.

Improvements to Services

You hereby assign to us any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or your users relating to any proposed improvements of or modifications to the Services.

PROVIDER-SUPPLIED EQUIPMENT

"Equipment" means any computer, networking or telephony equipment, racking, or associated hardware or other equipment (if any) that we install on your premises or that we ship to your location to facilitate the delivery of Services. Equipment does not include any hardware or devices that we may sell to you or that we may procure on your behalf.

Provider is and will remain the sole owner of any Equipment, which is provided on a rental basis only. Our agreement transfers to you no Equipment ownership rights of any kind.

We retain sole discretion to determine the appropriate Equipment and associated software and/or technology, if any, to be used at your location, provided that our determination does not materially impair the availability or delivery of services under this agreement. We also retain sole discretion to determine the necessity of maintenance, repairs and/or improvement of the Equipment.

Except as otherwise may be specified in an applicable Service Attachment, Provider makes no independent representations or warranties with respect to the Equipment. Any third-party warranties are your exclusive remedies with respect to such Equipment. In the event of an Equipment malfunction, we will take commercially reasonable steps to ensure that you receive the benefit of any manufacturer warranties applicable to the Equipment in use at your location.

You shall take reasonable care of the Equipment and shall not damage it, tamper with it, move or remove it, attempt to repair it, or attempt to install any software on it. You are financially responsible, up to the full replacement value of all Equipment, for all damage to or loss of the Equipment used at your location, other than loss or damage caused by Provider. In addition, you shall obtain and maintain insurance with a reputable insurer for the full replacement value of the Equipment. Such policy or policies of insurance must cover the Equipment against loss or damage (including, without limitation, accidental loss or damage). Upon demand, you must produce evidence that such insurance is being maintained and is valid.

You are responsible for providing the necessary power, network connection and appropriate environment to support the Equipment.

You shall not remove any sign, label or other marking on the Equipment identifying Provider as the owner of the Equipment. You do not acquire and will not acquire any rights of ownership in the Equipment by virtue of this agreement, and you do not have and will not have, by operation of law or otherwise, any lien or other similar right over or in relation to the Equipment.

On termination of any agreement pursuant to which we deliver Equipment, you shall allow Provider and its employees and contractors reasonable access to your premises to remove the Equipment. Alternatively, upon our request, you shall return the Equipment to us via the carrier of our choice, for which we will pay all applicable shipping charges.

PROVIDER-SUPPLIED SOFTWARE

"Software" means all and any software installed on the Equipment or provided by us to for installation on your computer equipment to facilitate the delivery of the Services.

This agreement does not transfer any right, title, or interest in the Software to you. Your use of the Software is subject to all applicable terms of any end-user license agreement pertaining to the Software, a copy of which will be made available to you upon request.

You shall not, and shall not permit any third party, to:



MASTER SERVICES AGREEMENT

- distribute or allow others to distribute copies of the Software or any part thereof to any third party,
- tamper with, remove, reproduce, modify or copy the Software or any part thereof,
- provide, rent, sell, lease or otherwise transfer the Software or any copy or part thereof or use it for the benefit of a third party, or
- reverse assemble, reverse compile or reverse engineer the Software or any part thereof, or otherwise attempt to discover any Software source code or underlying proprietary information except as may be permitted by law.

NON-DISCLOSURE AND CONFIDENTIALITY

Confidential Information

During the course of performance under this agreement, either party may be exposed to or may acquire the other's proprietary or confidential information. Each of us shall hold all such "Confidential Information" in strict confidence and shall not disclose any such information to any third party.

Confidential Information includes but is not limited to: (a) with respect to Provider, Provider' unpublished prices for Services, audit and security reports, server configuration designs and other proprietary technology, (b) with respect to Client, content transmitted to or from, or stored by Client on, Provider' servers, and (c) with respect to both parties, other information that is conspicuously marked as "confidential" or if disclosed in non-tangible form, is verbally designated as "confidential" at the time of disclosure and confirmed as confidential in a written notice given within one (1) day of disclosure.

Non-Confidential Information

Notwithstanding the preceding provision, Confidential Information does not include:

- Information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise;
- Information that either party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other;
- Information received from a third party with the right to transmit same without violation of any secrecy agreement with the other party; and
- Information that must be disclosed pursuant to court order or by law.

Confidential Agreement

No copy of this MSA, discussions, negotiations, terms or conditions relating to the MSA, or any other information relating to this MSA may be disclosed to any third party, except by reason of legal, accounting or regulatory requirements, without the prior written consent of the parties hereto.

Information Releases

Notwithstanding the preceding provisions, Provider may publicly refer to Client, orally and in writing, as a Client of Provider. Any other reference to Client by Provider may be made only pursuant to a written agreement between the parties.

CLIENT COVENANTS AND OBLIGATIONS

Software Licensing

You represent and warrant that you have title to or license or rights to use or modify and have license or rights to permit Provider to use, access or modify any software that you have requested Provider use, access or modify as part of the Services.

Provider Access

Client shall supply Provider necessary access to its personnel, appropriate documentation and records and facilities in order for Provider to timely perform the Services.

Third-Party Obligations

You are responsible for any third-party vendor or service provider charges and to arrange for disconnection or termination and payment of charges related to the disconnection or termination of any related services with your current carrier(s) or service provider(s).

Network Security

Unless specifically otherwise agreed in an applicable Service Attachment, it is your sole responsibility to determine whatever actions deemed necessary to make your data and voice networks and circuits secure from unauthorized access. Provider is not responsible for the security of your network and circuits from third parties, or for any damages that may result from any unauthorized access to your network.

Theft of Service

You shall notify us immediately, in writing, by electronic mail or by calling the Provider customer support line, if you become aware at any time that the Services are being stolen or used fraudulently. Failure to do so in a timely manner may result in the immediate termination of the Services and additional charges to billed to you. You will be liable for all use of the Service using Equipment stolen from you and any and all stolen Service or fraudulent use of the Services. Credits will not be issued for charges resulting from fraud that arises out of third parties hacking into any Equipment. This includes, but is not limited to, modem hijacking, wireless hijacking or other fraud arising out of a failure of your internal/corporate procedures. Provider will not issue credit for invoiced charges for fraudulent use resulting from your negligent or willful acts or those of an authorized user of your service.

PROVIDER REPRESENTATIONS AND WARRANTY

Internal Network Security Compromise Policy

Provider monitors the availability and performance of its internal firewall and web caching system. This process involves monitoring for intrusion attempts and potential security breaches. In order to minimize a possible compromise of security, all services and applications exposed to the Internet on Provider's servers are updated with all commonly available security hotfixes and best practices. As appropriate, Provider proactively evaluates, investigates and reports security-related incidents to the appropriate authorities. Provider also monitors and proactively manages the anti-virus protection of its servers and applications using industry-recognized anti-virus software systems.

Service Warranty

We warrant that the Services will be performed in a professional and workmanlike manner and as described in an applicable Service Attachment. All Services will be deemed to be accepted unless Client notifies Provider in writing within ten (10) working days after performance that the Services did not conform to this warranty. Provider promptly will correct any non-conformities and will notify Client in writing that the non-conformities have been corrected.

DISCLAIMER OF WARRANTY

EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. THERE ARE RISKS INHERENT IN INTERNET

MASTER SERVICES AGREEMENT

CONNECTIVITY THAT COULD RESULT IN THE TEMPORARY LOSS OF SERVICE AVAILABILITY. PROVIDER SHALL HAVE NO OBLIGATION WITH RESPECT TO A WARRANTY CLAIM (i) IF NOTIFIED OF SUCH A CLAIM AFTER THE WARRANTY PERIOD OR (ii) IF THE CLAIM IS THE RESULT OF THIRD-PARTY HARDWARE OR SOFTWARE FAILURES, OR THE ACTIONS OF CLIENT OR A THIRD PARTY.

IN ADDITION, CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT CONVEYS NO WARRANTIES, EXPRESS OR IMPLIED, BY ANY THIRD-PARTY VENDORS OF SOFTWARE PRODUCTS MADE AVAILABLE TO CUSTOMER BY PROVIDER AND THAT THOSE VENDORS DISCLAIM ANY AND ALL LIABILITY, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM THE SERVICES.

NO HIRING

You shall not solicit any Provider employee with whom you have had direct contact in connection with the Services for employment with you or with any other person during the Term of this agreement and for twelve (12) months following termination of this agreement.

You acknowledge that injury resulting from any breach of this provision would be significant and irreparable and that it would be extremely difficult to ascertain the actual amount of damages resulting from such breach. Therefore, in the event of a violation of this provision, in addition to any other right Provider may have at law or in equity, you shall make a one-time payment to Provider in the amount of one hundred and fifty percent (150%) of the affected employee's base salary for one year. We agree that such amount is not intended as a penalty and is reasonably calculated based upon the projected costs the injured party would incur to identify, recruit, hire and train suitable replacements for such personnel.

DISPUTE RESOLUTION

Arbitration Procedures

Each of us shall attempt to settle amicably by mutual discussions any disputes, differences, or claims related to this agreement within sixty (60) days of the date any such dispute arises. Failing such amicable settlement, any such dispute, including claim related to the existence, validity, interpretation, performance, termination or breach of this agreement, is to be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration will be conducted in English. The Arbitration Tribunal will not have the authority to award punitive damages to either party. Each of us will bear our own expenses, but we shall share equally the expenses of the Arbitration Tribunal and the AAA. Any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in Cuyahoga County, OH, or at another location upon which we may agree. Notwithstanding the foregoing, claims for preliminary injunctive relief, other pre-judgment remedies, and claims for your failure to pay for Services may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

Period for Bringing Claim

No claims to be resolved may be made more than six (6) months after the date by which the fault or failure should reasonably have been discovered; failure to make such a claim within the six (6) month period shall forever bar the claim.

Continued Service

Unless Provider is bringing an action for your failure to make payments for Services not otherwise in dispute, we will continue to provide Services under this agreement, and you shall continue to

make payments to us, in accordance with this agreement, during the period in which the parties seek resolution of the dispute.

LIMITATION OF LIABILITY

EXCEPT AS MAY BE DESCRIBED IN AN APPLICABLE SERVICE DESCRIPTION OR IN A SERVICE AGREEMENT FOR PROJECT SERVICES, PROVIDER'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY CUSTOMER AND WILL NOT EXCEED THE GREATER OF (1) THE PROCEEDS OF ANY PROFESSIONAL LIABILITY INSURANCE AVAILABLE TO PROVIDER UNDER ITS APPLICABLE INSURANCE POLICIES, TOGETHER WITH ANY SELF-INSURED RETENTION AMOUNTS IN CONNECTION WITH THOSE POLICIES, UP TO A MAXIMUM OF \$1,000,000 IN THE AGGREGATE, OR (2) THE SUM OF ALL AMOUNTS PAID BY CUSTOMER TO PROVIDER UNDER THIS AGREEMENT AND ALL SERVICE DESCRIPTIONS DURING THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF ANY SUCH CLAIM. IN THE EVENT OF AN INSURANCE COVERAGE DISPUTE, PROVIDER IS NOT REQUIRED TO DISPUTE THE COVERAGE DETERMINATION AND IS NOT REQUIRED TO FILE A DECLARATORY JUDGMENT ACTION.

IN NO EVENT IS EITHER PARTY TO BE HELD LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, AND LOSS FROM INTERRUPTION OF BUSINESS, EVEN IF PREVIOUSLY ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS IN CONTRACT, TORT OR OTHERWISE.

INSURANCE

Client Obligations: Client shall maintain a minimum of \$1 million in insurance coverage through their respective carriers. Such insurance must include, at a minimum, general liability, property and workers compensation coverage.

Provider Obligations: During the term, Provider agrees to carry professional liability, and network security insurance policies that cover Provider's activities under this Agreement with limits of \$1 million annual aggregate.

GENERAL

Notices

Except as otherwise provided under this agreement, all notices, demands or requests to be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via fax, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested, and addressed as set forth on the Service Order.

If to Provider, to:
The Go2IT Group
2620 Center Ridge Rd
Westlake, OH 44145
Attn: Jon Jones
E-mail: jjones@go2itgroup.com

If to Client, to:
City of North Ridgeville
7307 Avon Belden Rd
North Ridgeville, OH 44039
Attn: Mayor Kevin Corcoran



MASTER SERVICES AGREEMENT

E-mail: koorcoran@nridgeville.org

The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

Force Majeure

We will not be liable for any failure of performance of the Services due to causes beyond our reasonable control, including, but not limited to, fire, flood, electric power interruptions, national emergencies, civil disorder, acts of terrorism, riots, strikes, Acts of God, or any law, regulation, directive, or order of the United States government, or any other governmental agency, including state and local governments having jurisdiction over Provider or the Services provided hereunder (the "Affected Performance").

Any party whose performance is so affected shall give written notice to the other party describing the Affected Performance. The parties promptly shall confer, in good faith, to agree upon equitable, reasonable action to minimize the impact on both parties of such condition. If the delay caused by the force majeure event lasts for a period of more than thirty (30) days, the parties shall attempt to negotiate an equitable modification to this MSA or any affected Service Attachment pertaining to the Affected Performance. If the parties are unable to agree upon an equitable modification, then either party may serve thirty (30) days' written notice of termination on the other party with respect only to the portion of this MSA or any applicable Service Attachment relating to the Affected Performance. Client shall pay Provider for that portion of the Affected Performance that was completed or that was in the process of being completed through the effective termination date of the Affected Performance.

Waiver

No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

Assignment

Neither party may assign this agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of the other party. However, Provider may assign or otherwise transfer its rights, interests and obligations under this agreement without your consent in the event of a change in control of 50% or more of the equity of Provider, the sale of substantially all the assets of Provider, or the restructuring or reorganization of Provider or its affiliate entities. In addition, unless otherwise agreed, we may contract with third parties to deliver some or all of the Services, and no such third-party contract is to be interpreted as an assignment of this agreement. However, we will use commercially reasonable efforts to ensure that any and all such third parties abide by all of the

terms of this agreement, and, except as otherwise agreed, we will remain solely responsible for the fulfillment of all of our obligations under this agreement. This agreement is binding upon the parties, their successors and permitted assigns.

Survival

Our respective duties and obligations with respect to proprietary rights, intellectual property rights, and non-disclosure and confidentiality will survive and remain in effect, notwithstanding the termination or expiration of this agreement.

Amendment

Provider may, from time to time, in its sole discretion, and for any reason, amend the Master Services Agreement and any Service Attachments posted on our web page. However, the Master Services Agreement and Service Attachments in effect as of the date that you sign the Service Order are the agreements that will govern our relationship until this agreement expires or one of us terminates it. Our agreement, as reflected in those documents, may be modified or amended only by a writing signed by both parties.

Governing Law

This agreement is to be governed by and construed in accordance with the laws of the State of Ohio.

Severability

If any term or provision of this agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions will remain unimpaired, and the invalid terms or provisions are to be replaced by such valid terms and provisions that most nearly fulfill the parties' intention underlying the invalid term or provision.

Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein is to be construed to give any person or entity, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

Entire Agreement

This agreement, the Service Attachments, and any other attachments thereto set forth our entire understanding with respect to the subject matter hereof and is binding upon both parties, their successors, and their permitted assigns, in accordance with the terms of this agreement. There are no understandings, representations or agreements other than those set forth herein. Each party, along with its respective legal counsel, has had the opportunity to review this agreement. Accordingly, in the event of any ambiguity, such ambiguity will not be construed in favor of, or against either party.

MASTER SERVICES AGREEMENT

The parties, acting through their authorized officers, hereby execute this Agreement.

FOR
The Go2IT GROUP

FOR
City of North Ridgeville

Signature:

Signature:

Printed
Name:

Printed
Name:

Title:

Title:

Signature
Date:

Signature
Date:



Exhibit “B”

**SERVICE ATTACHMENT
FOR MANAGED SERVICES**

This Service Attachment is between The Go2IT Group, an Ohio company (sometimes referred to as “we,” “us,” “our,” OR “Provider”), and City of North Ridgeville, sometimes referred to as “you,” “your,” OR “Client”), as of the date signed below by both parties and is pursuant to the terms of the Master Services Agreement (“MSA”). This Service Attachment is a part of, is subject to, and is governed by the terms of the MSA.

The parties further agree as follows:

MANAGED SERVICES

Provider will perform for Client the IT Infrastructure Monitoring and Management Services indicated with a check – ✓ – in the left column. Provider will not perform for Client any Services indicated with a cross-through - x - . Provider will perform Services indicated with a dollar sign - \$ - for an additional charge.

Server Services

- Power supply of network equipment
 Provider will:
- ✓ • Monitor the quality and characteristics of UPS products equipped with interface cards
 - ✓ • Manage power usage on the servers
 - ✓ • Evaluate and take corrective action due to equipment failures
 - ✓ • Facilitate the ordering of equipment when applicable

- Health of monitored server
 Via vendor-supplied monitoring tools and other Provider-supplied monitoring utilities, the following managed server health indicators will be monitored:
- ✓ • All server internals exposed by vendor-supplied monitoring agents
 - ✓ • Verification that all server services are running as configured
 - ✓ • Disk space thresholds
 - ✓ • CPU utilization
 - ✓ • Memory utilization
 - ✓ • All non-routine System Log, Security Log, and Application Log entries
 - ✓ • WINS, DNS and DHCP services
- The following server health actions will be taken:
- ✓ • Manage system volume free space
 - ✓ • Notification of low space on data volumes
 - ✓ • Microsoft security / critical updates will be applied after testing by Provider when applicable

- Backup of monitored server
 Using any data-backup solution owned by or licensed to Client, Provider will:
- ✓ • Create and modify backup jobs
 - ✓ • Monitor backup jobs
 - ✓ • Monitor the status of all scheduled and on-demand backup jobs
 - ✓ • Notify Client by email of tape backup failures and corrective actions
 - ✓ • Remotely perform Client-requested restore operations
 -
 - ✓ • Facilitate the ordering of new tapes and tape-related hardware as requested by Client
 - ✓ • Provide remote administrative services as requested by Client
 - ✓ • Contact Client should user intervention be required

- Anti-Virus protection of monitored server
 Using any anti-virus solution owned by or licensed to Client, Provider will:
- ✓ • Proactively manage the anti-virus protection of the managed servers and applications
 - ✓ • Install signature updates and application upgrades
 - ✓ • Follow-up on alerts from anti-virus system
 - ✓ • Monitor the quarantine status on all the servers and workstations on the network
 - ✓ • Make reasonable attempts to remediate virus infections when possible

- Operating System Monitoring and Updates
 Provider will maintain and administer Windows Server 2003 (or later versions) server operating systems, provided that the Operating System is fully licensed and vendor supported, including:
- ✓ • Installation of service packs and software updates
 - ✓ • Maintenance of Active Directory Services
 - ✓ • Tracking of Windows Terminal Service processes, services and events
 - ✓ • Reporting issues and resolutions to Client

- Physical Hardware Administration & Management
 Provider will:
- ✓ • Maintain cable infrastructure in the server room
 - ✓ • Maintain disk storage, memory configuration and processor performance on the servers
 - ✓ • Work with the hardware manufacturers to replace hardware that is failing or has failed and is under warranty. Client will be responsible for all costs to repair or replace hardware which is not under warranty.

- File & Print Services Administration
 ✓ Provider will monitor and maintain file and print services for all servers.

Network and Infrastructure Services

- Network Systems Documentation Management
 ✓ Provider will provide software and hardware asset discovery reports for covered servers and workstations.

- Virtual Private Network (VPN) services
 ✓ Provider will monitor the availability of the Client’s VPN.

- Internet Connectivity services
 Provider will monitor the Client’s connectivity to the Internet. This service will be provided by:
- ✓ • Ping response from public interface
 - ✓ • If ping response is prohibited by the ISP or security policies, Provider will monitor by checking response from public web page or similar service
- ✓ Provider also will work with Client’s Internet service provider to resolve Internet connectivity problems.



SERVICE ATTACHMENT FOR MANAGED SERVICES

Web Site services

- ✓ Provider periodically will monitor the Client's web site availability and verify user access to the web pages.

Switching & Network Infrastructure Management

Provider will maintain:

- ✓ • Local area network switches
- ✓ • Hubs and routers
- ✓ • Cable management for the LAN

Router Connectivity & TCP/IP Management

For all client owned devices, Provider will:

- ✓ • Provider will maintain the TCP/IP database for all IP addresses in the Client's network
- ✓ • Provider will remotely diagnose routing issues.

Security Services

Firewall and Security services

Provider will monitor and/or manage any remotely-accessible firewall systems owned by or licensed to Client. This service includes:

- ✓ • Application of security updates after their successful application on a reference firewall appliance
- ✓ • Management of firewall appliance, including OS upgrades, security updates, configuration backup and recovery, and VPN connectivity

Internal Network Security Management

Provider will:

- ✓ • Maintain internal LAN security.
- ✓ • Monitor and track object usage in the Directory.
- ✓ • Implement file-level security on the servers per Client's specifications.

Application Services

Messaging services

Provider will monitor the availability and performance of the Client's email server-based messaging system. This service includes:

- ✓ • Configuring the email system
- ✓ • Creating and purging mailboxes, as needed
- ✓ • Troubleshooting problems in order to keep the email system healthy
- ✓ • For Microsoft Exchange, this service also includes Microsoft Outlook support at the desktop

Health indicators to be monitored may include:

- ✓ • 30-minute two-way email loop test (SMTP and / or POP)
- ✓ • SMTP events such as Denial of Service (DoS) attacks
- ✓ • Information Store sizes with regard to free disk space
- ✓ • SMTP Queue Growth
- ✓ • Ability for MAPI client to achieve Exchange database logon

This service is available for the following products:

- ✓ • Hosted Microsoft Exchange

Database Management Services

- ✓ Provider will monitor the availability and performance of Client's database servers and database engines.

Workstation and Device Services

Update and Patch Management

Provider will test and deploy updates and patches for the following software products licensed and installed on Client's desktop and laptop computers:

- ✓ • Microsoft Windows 7 (and later versions)
- ✓ • Microsoft Office 2007 (and later versions)

Anti-Virus Update and Patch Management

- ✓ Using any anti-virus solution owned by or licensed to Client, Provider will deploy updates and patches for the anti-virus software products installed on Client's desktop and laptop computers.

Printer Management

Provider will:

- ✓ • Coordinate all necessary move, add and change operations for network-connected printers at Client's location
- ✓ • Diagnose and resolve any printer errors due to network connectivity or compatibility issues
- ✓ Client is and will remain responsible for supplying network printers with ink, toner and paper, as needed.

MONITORING AND SUPPORT SERVICES

Remote Coverage

In connection with the Services that are within the scope of this Service Attachment, we will provide to your designated administrator(s), technical contacts or users (1) management of the Services by individuals trained in the Services you have selected, and (2) phone and e-mail support during normal Helpdesk hours, as outlined in the Pricing and Support Addendum.

Onsite Support

In connection with the Services that are within the scope of this Service Attachment, upon request, we also will deliver support Services onsite at your location, subject to the limitations identified in the attached Pricing and Support Addendum.

Maintenance Windows

Unless otherwise agreed, daily maintenance windows will be from 8:00 PM to 7:00 AM (U.S. Eastern time). Routine server and application maintenance and upgrades will occur during maintenance windows, and some applications, systems or devices may be unavailable or non-responsive during such times.

PROBLEM MANAGEMENT SERVICES

Provider will undertake problem management as soon as the Provider's monitoring staff becomes aware of an incident. All incidents, with status or resolution, will be documented by posting updates to the Problem (Incident) Ticket Tracking System assigned to Client ("Problem Tickets").

SERVICE ATTACHMENT FOR MANAGED SERVICES

ADDITIONAL CLIENT OBLIGATIONS

Hardware Equipment

Client equipment must be maintained under manufacturer's warranty or maintenance contract. All fees, warranties, and liabilities against Provider assume equipment is under manufacturer's warranty or maintenance contracts.

Local Backup

Client must maintain local backup of all files that are sent to the cloud for backup. Client will be solely responsible for lost data for not keeping and providing a local backup of all files to Provider.

Minor On-Site Tasks

We may occasionally ask you to perform simple on-site tasks (e.g., powering down and rebooting a computer). You agree to cooperate with all reasonable requests.

Server Upgrades or Repair

We will authorize all server upgrades or repairs. You agree not to perform any of these actions without notifying us.

Software Media

You shall obtain and supply all necessary software media with installation keys (if any) upon request.

Except for any software provided by Provider in connection with the Services, you are solely responsible for obtaining all required software licenses, including all client access licenses, if any, for the software products installed on your computers.

NETWORK CHANGE COORDINATION

Significant Changes to Client's Network

You will notify us via email of all significant proposed network changes and will provide us with a reasonable opportunity to comment and follow-up regarding those proposed changes.

Research Regarding Network Changes

Evaluation of network change requests sometimes will require significant research, design, and testing by Provider. These types of requests are not covered by this Service Attachment and we may charge at our then-current rates for time and materials.

SERVICE FEES

Service Fees

For the Services described in this Service Attachment, you shall pay the Service Fees specified in the attached Pricing and Support Addendum. All fees assume that Client equipment is under manufacturer warranty or maintenance contract.

Adjustments to Service Fees

Provider may adjust the Service Fees charged to client as follows:

Network Growth

During the term of this Service Attachment, if the number of devices or networks to be covered within the scope of this Service Attachment exceeds the number of devices or networks indicated on the effective Pricing and Support Addendum, Provider may apply a pro rata adjustment to the total Service Fees based on the then-current fee rates specified in the Pricing and Support Addendum. Client shall pay all Service Fees owed to Provider as they become due following any such adjustment.

Service Fee Rate Increases

At any time after the parties sign this Service Attachment, Provider may elect to raise the fees that it charges for any Services provided to Client under this Service Attachment. Provider shall give Client no less than thirty (30) days' notice of any such increase in fees to be charged. Following its receipt of such notice, Client may terminate this agreement without incurring any additional charges or penalties, if any, that it ordinarily would incur for such termination.

Client Delay

If we are unable to commence delivery of the Services on the Service Start Date (defined below) because of any failure on your part including but not limited to the failure to provide access to your resources in a timely manner, you nonetheless will begin to incur Service Fees, which you shall pay in accordance with this Service Attachment and the Master Services Agreement, beginning on the Service Start Date.

EXCLUSIONS

We are not responsible for failures to provide Services that are caused by the existence of any of the following conditions or otherwise that occur during any period of time in which any of the following conditions exist:

Hardware Malfunction

There is a defect or malfunction in any hardware or software that adversely affects Provider's ability to perform the Services.

Client Resource Problems

There are problems resulting from your resources that are not under our management or control.

Scheduled Maintenance

Scheduled maintenance windows and other agreed upon periods of time that are necessary for repairs or maintenance.

Network Changes

Changes you may have made to the networking environment that were not communicated to or approved by us.

Task Reprioritization

Problems or failures related to a prioritization or reprioritization of tasks by Client.

Force Majeure

Problems resulting from a Force Majeure Event as described in the Master Services Agreement.

Agreed Temporary Exclusions

Any temporary exclusion we may request, subject to your approval, to implement changes in applications, environments, conversions or system software.

Client Actions

Problems resulting from your actions or inactions that were contrary to our reasonable recommendations.

Client Responsibilities

Problems resulting from your failure to fulfill any responsibilities or obligations under our agreements.

Factors Beyond Provider's Control

Delays or downtime due to any factor outside of Provider's reasonable control.

SERVICE ATTACHMENT FOR MANAGED SERVICES

Internet Connectivity Loss

Loss of Internet connectivity at your location for any reason.

Problem Ticket Management

The time interval between the initial occurrence of a desktop malfunction or other issue affecting functionality and the time Client reports the desktop malfunction or issue to Provider.

TERM AND TERMINATION

Term

This Service Attachment is effective on the date specified in the Pricing and Support Addendum (the "Service Start Date"). Unless properly terminated by either party, this agreement will remain in effect for twenty-four (24) months (the "Initial Term").

Renewal

"Renewal" means the extension of any Initial Term specified on a Pricing and Support Addendum for an additional twelve (12) month period following the expiration of the Initial Term, or in the case of a subsequent Renewal, a Renewal term. This Service Attachment will renew automatically upon the expiration of the Initial Term or a Renewal term unless one party provides written notice to the other party of its intent to terminate at least sixty (60) days prior to the expiration of the Initial Term or of the then-current Renewal term.

Termination by Provider or Client with Cause

If an Initial Term is specified in the Pricing and Support Addendum, then you may terminate this agreement for cause following sixty (60) days' advance, written notice delivered to Provider upon the occurrence of any of the following:

- We fail to fulfill in any material respect our obligations under this agreement and fail to cure such failure within thirty (30) days following our receipt of your written notification.
- We terminate or suspend our business operations (unless succeeded by a permitted assignee under this agreement)

Early Termination by Client With or Without Cause

If you have satisfied all of your obligations under this Service Attachment, then no sooner than ninety (90) days following the Service Start Date, you may terminate this Service Attachment without cause upon sixty (60) days' advance, written notice, provided that you pay us a termination fee equal to seventy-five percent (75%) of the recurring, Monthly Service Fees remaining to be paid from the effective termination date through the end of the current term, based on the prices identified on the Pricing and Support Addendum then in effect.

Termination by Provider

We may elect to terminate this Service Attachment upon sixty (60) days' advance, written notice, with or without cause.

Effect of Termination

If either party terminates this Service Attachment, we will assist you in the orderly termination of services, including timely transfer of the Services to another designated provider. You shall pay us the actual costs of delivering any such assistance. Termination of this Service Attachment for any reason by either party immediately nullifies all access to our services. We will immediately uninstall any affected software from your devices, and you hereby consent to such uninstall procedures.

The remainder of this page is intentionally left blank.

SERVICE ATTACHMENT FOR MANAGED SERVICES

The parties, acting through their authorized officers, hereby execute this Service Attachment.

FOR
The Go2IT GROUP

FOR
City of North Ridgeville

Signature:

Signature:

Printed
Name:

Printed
Name:

Title:

Title:

Signature
Date:

Signature
Date:

Exhibit “C”

**PRICING AND SUPPORT ADDENDUM
TO SERVICE ATTACHMENT FOR MANAGED SERVICES**

This Pricing and Support Addendum (“Addendum”) is by and between Go2IT GROUP, (“Provider”) and City of North Ridgeville (“Client”), pursuant to the terms of the Service Attachment for Managed Services (the “Service Attachment”) signed by the parties on August __, 2023. This Addendum is a part of, is subject to, and is governed by the terms of the Service Attachment, and, when signed by the parties, it takes the place any other pricing and support addendum previously signed by the parties under the Service Attachment.

Service Start Date and Initial Term

The Service will begin on 9/1/2023 and the initial term will be 24 months.

SUPPORT SERVICES

Following receipt of any notification that a support-related problem within the scope of the Service Attachment has occurred Provider shall use reasonable best efforts to begin problem management within the response time targets identified below.

All incidents, with status or resolution, will be documented either via regular email updates to the Primary Client Contact (identified below) or by posting updates to the ticket tracking system assigned to Client.

RESPONSE TIMES

The following table shows the target response times for each priority level:

Trouble	Priority	Response Time†
Service not available (all users and functions unavailable).	1	Within 2 Hours
Significant degradation of service (large number of users or business critical functions affected)	2	Within 2 Hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 4 Hours
Small service degradation (business process can continue, one user affected).	4	Within 8 Hours

† - Stated Response Times represent a service goal and not a guarantee. Provider’s ability to implement a solution to a reported problem may depend on input or information from Client or from third parties beyond its control, including Client’s IT vendors.

SERVICE CONTACTS

Primary Provider Contact:
 Name: Joseph Billings
 Phone: 440-471-8210
 Mobile:
 Fax:
 E-mail: jbillings@go2itgroup.com

Primary Client Contact:
 Name: Tara Peet
 Phone: 440-353-0819
 Mobile:
 Fax:
 E-mail: tpeet@nridgeville.org

The Primary Provider Contact is Client’s principal resource for administrative support related to the Service Attachment. Requests for IT-related support within the scope of the Service Attachment must be communicated through Provider’s Trouble Ticket system, as described in the Service Attachment.

The Primary Client Contact is Provider’s principal resource for administrative input related to the Service Attachment. Client authorizes the Primary Client Contact to permit Provider to carry out any added-cost Services within the scope of the Service Attachment.



PRICING AND SUPPORT ADDENDUM TO SERVICE ATTACHMENT FOR MANAGED SERVICES

SERVICE FEES

This is a Managed Services contract. Customer will be billed monthly for the Service. Additional work or hours to be completed as part of change requests, if any, will be billed monthly. The following chart details the setup (non-recurring) and monthly (recurring) fees associated with the Services to be delivered under the Service Attachment as of the Service Start Date:

Description	Qty	Cost	Totals
Service setup (one-time, non-recurring)	1	\$0.00	\$0.00
Managed Services	1	\$8,550.00	\$8,550.00
		Subtotal	\$8,550.00
		Tax	n/a
		Total	\$8,550.00

SUPPORT SERVICES AND RATES

Client's recurring monthly service fee under this Addendum includes Provider-supplied support services up to the number of included hours specified below. Any time spent in excess of those limits that Provider spends responding to support requests received from Client will be billed at the rates specified below. Rates listed below are current rates and are subject to change. For all labor hours not included within an unlimited agreement, client will be invoiced at our then current hourly rate for services rendered. (All times listed are U.S. Eastern time zone.)

Standard Support		After-Hours Support		Emergency Support	
Remote Sys. Mgmt. / Help Desk 8am-5pm M-F	(UNLIMITED hours / mo. incl.)	Remote Sys. Mgmt. / Help Desk 5:01pm-11pm M-F 6:00 am – 11 pm Sat-Sun	(UNLIMITED hours / mo. incl.) As needed	Remote Sys. Mgmt. / Help Desk ALL OTHER TIMES	\$212.50 / hour
Onsite Labor 8am-5pm M-F	(UNLIMITED hours / mo. incl.)	Onsite Labor 5:01pm-11pm M-F 6:00 am – 11 pm Sat-Sun	(UNLIMITED hours / mo. incl.) As needed	Onsite Labor ALL OTHER TIMES	\$212.50 / hour
Project Labor 8am-5pm M-F	\$145.00 / hour	Project Labor 5:01pm-11pm M-F 6:00 am – 11 pm Sat-Sun	\$145.00 / hour	Project Labor ALL OTHER TIMES	\$145.00 / hour

PRICING AND SUPPORT ADDENDUM TO SERVICE ATTACHMENT FOR MANAGED SERVICES

COVERED EQUIPMENT

The following is a list of equipment to be supported by Provider under the Service Attachment.

All Servers, Workstations, and related Network Equipment located at City of North Ridgeville facilities, to include:

- City Hall – 7307 Avon Belden Rd, North Ridgeville, OH 44039
- Police Station
- Senior Center
- Parks and Recreation Office
- Fire Station 1
- Fire Station 2
- Service Department
- Shady Drive Complex
- French Creek Waste Water Treatment Plant

The parties, acting through their authorized officers, hereby acknowledge and accept the terms of this Addendum.

FOR
Go2IT GROUP

FOR
City of North Ridgeville

Signature:

Signature:

Printed
Name:

Printed
Name:

Title:

Title:

Signature
Date:

Signature
Date:



DATE:	<u>June 5, 2023</u>	1 ST READING:	<u>June 5, 2023</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 ND READING:	<u>August 7, 2023 Amended</u>
REFERRED BY:	<u>Streets Committee</u>	3 RD READING:	<u>August 21, 2023 Amended</u>
TEMPORARY NO:	<u>T 67-2023</u>	ADOPTED:	<u>August 21, 2023</u>
		EMERGENCY:	<u>August 21, 2023</u>
		EFFECTIVE:	<u>August 21, 2023</u>

Streets Committee on 07-10-2023
Committee Report to Council on 07-24-2023
Amended on the floor on 08-07-2023
Amended on the floor on 08-21-2023

ORDINANCE NO. 6097-2023

AN ORDINANCE PROVIDING FOR THE DELETION AND REPLACEMENT OF CHAPTER 1024 *SIDEWALKS* OF THE NORTH RIDGEVILLE STREETS, UTILITIES, AND PUBLIC SERVICES CODE AND DECLARING AN EMERGENCY.

WHEREAS, City Council has established provisions in the North Ridgeville Codified Ordinances, Chapter 1024, for the provision of sidewalks within the community to promote connectivity and walkability; and

WHEREAS, it is the desire of City Council to delete and replace Chapter 1024 as it currently reads in **Exhibit A** with the language contained in **Exhibit B**; and

WHEREAS, the replacement contained in **Exhibit B** is being proposed to clarify when sidewalks are required, to update standards for sidewalk construction, and to provide for greater consistency and efficiency in the administration of this chapter.

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

SECTION 1. Chapter 1024 *Sidewalks*, which presently reads in its entirety as set forth in the document attached to this Ordinance as **Exhibit A**, be deleted and replaced and shall read in its entirety as set forth in the document attached to this Ordinance as **Exhibit B**.

SECTION 2. All other ordinances or parts of ordinances or resolutions that are inconsistent or in conflict with the newly amended and adopted chapter are likewise repealed to the extent of such inconsistency or conflict only.

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 §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: August 21, 2023



Jason R. Jacobs
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani
CLERK OF COUNCIL

APPROVED: Aug 23, 2023



Kevin Corcoran
MAYOR

Exhibit A

CHAPTER 1024 SIDEWALKS

1024.01 INSTALLATION AND CONSTRUCTION; PERMIT REQUIRED

1024.02 CONSTRUCTION AND MATERIAL SPECIFICATIONS

1024.03 APPROVAL OF CITY ENGINEER REQUIRED; GRADES

1024.04 PERMIT FEE

1024.05 SIDEWALK REQUIRED PRIOR TO OCCUPANCY; SECURITY DEPOSIT

1024.06 USE OF UNCLAIMED SIDEWALK DEPOSITS; REFUNDS

1024.99 PENALTY

CROSS REFERENCES

Sidewalks and gutters - see Ohio R.C.

729.01 et seq. Notice to construct or

repair - see Ohio R.C. 729.03

Construction or repair at owner's expense - see Ohio R.C.

729.04 et seq. Driving upon sidewalks - see TRAF. 432.22

Maintenance - see GEN. OFF. 660.05

Obstructions, damage or injury - see GEN.

OFF. 660.10 Sidewalks in subdivisions -

see P. & Z. 1226.13 Solicitation on

sidewalks - see P. & Z. 1226.13

1024.01 INSTALLATION AND CONSTRUCTION; PERMIT REQUIRED

No person shall install or construct a sidewalk within the City without first applying for and obtaining a permit therefor from the Chief Building Official.

(Ord. 2828-94. Passed 2-22-94.)

1024.02 CONSTRUCTION AND MATERIAL SPECIFICATIONS

(a) Sidewalks shall be composed of four inches of Portland cement concrete or its equivalent, with a minimum width of three feet, six inches, for street rights of way less than fifty feet, with a minimum width of four feet for street rights of way from fifty feet to sixty feet, inclusive, and with a minimum width of five feet for street rights of way in excess of sixty feet, and shall conform to the current construction and material specifications of the Ohio Department of Transportation (ODOT). The edge of sidewalks farthest from the road centerline shall not be constructed within six inches of the road right-of-way line and must be within the road right of way, unless an exception to this provision is granted, in writing, by the City Engineer. Sidewalks shall not be permitted on any open ditch section without the written approval of the City Engineer. (Ord. 2828- 94. Passed 2-22-94.)

(b) A minimum four-inch thick stone base, conforming to specifications (as may be amended from time to time) on file in the office of the City Engineer, shall be required for all sidewalk construction within the City.

(Ord. 3086-95. Passed 6-19-95.)

1024.03 APPROVAL OF CITY ENGINEER REQUIRED; GRADES

No sidewalk shall be laid within the City without the approval of the City Engineer. Sidewalks shall be laid in accordance with the grade established and given by the City Engineer. (Ord. 2828-94. Passed 2-22-94.)

1024.04 PERMIT FEE

The applicant, at the time of application for a sidewalk permit, shall pay to the Chief Building Official a permit fee of twenty-five dollars (\$25.00) per building lot. (Ord. 2828-94. Passed 2-22-94.)

1024.05 SIDEWALK REQUIRED PRIOR TO OCCUPANCY; SECURITY DEPOSIT

- (a) All dwellings, apartments and commercial and industrial buildings constructed in the City after the effective date of this section shall be provided with sidewalks in front of such buildings before occupancy of the building is permitted.
- (b) The side yards of all buildings, as enumerated above, constructed on corner lots, are to be considered and treated the same as front footage. (Ord. 2828-94. Passed 2-22-94.)
- (c) A deposit calculated by the City Engineer per this chapter for each foot of sidewalk adjacent to a highway, street, avenue or alley which is open to public use, shall be required to guarantee, for construction of any dwelling, apartment or commercial and industrial building, the construction of a sidewalk on any parcel of land upon which none exists at the time application for a building permit is made. The amount shall change from time to time as costs to install sidewalks fluctuate. The cost shall be kept on file in the Engineer's office and shall reflect the cost to install plus an administrative fee of 25% above the cost to install. Upon construction of the sidewalks in accordance with the provisions of this chapter, to the satisfaction of the Chief Building Official, this deposit shall be returned, less fifty dollars (\$50.00), for each separate lot or land to be retained for inspection. (Ord. 2828-94. Passed 2-22-94; Ord. 4422-2007. Passed 5-7-07.)
- (d) Upon the recommendation of the Chief Building Official, the sidewalk construction may be deferred for six months. The Chief Building Official shall not allow occupancy in any new building until the requirements set forth herein are complied with.

(Ord. 2828-94. Passed 2-22-94.)

1024.06 USE OF UNCLAIMED SIDEWALK DEPOSITS; REFUNDS

For those individuals, firms, partnerships and corporations who or which have made or in the future will make sidewalk deposits into the sidewalk Deposit Trust Fund, when more than six months have elapsed since said deposit and when no sidewalk has been constructed by the depositor, the following shall apply:

- (a)
 - (1) It shall be the duty of each depositor to inform the Building Department of its correct address during the deposit period and of any address changes, as well as any changes to ownership which would affect the deposit or control of the deposit or bond. If responsibility for the deposit or bond changes, a letter containing signatures of both the previous and the new responsible party must be presented to the Building Department to make the change effective. Otherwise, the initial depositor remains responsible and must make or maintain the deposit or bond. A copy of this ordinance shall be given to each depositor when the deposit or bond is collected or transferred. The depositor shall sign a form indicating receipt of this section. A bond to cover the cost of installation as outlined in Section 1024.05 shall be acceptable if the location of the sidewalk(s) is included and the City of

North Ridgeville is specifically listed as benefiting from the bond and able to call the bond when necessary. The bond shall extend to such time as necessary to cover installation of all required sidewalks covered by the bond and as determined by the Building Department. Should the bond lapse for any reason, the Builder, Developer or Depositor shall remain and hereby agrees to remain financially responsible for installation of the sidewalk. (Ord. 4422-2007. Passed 6-4-07.)

- (2) A full and complete refund of the deposit shall be made, less the inspection fee contained in Section 1024.05 and the permit fee in Section 1024.04, if applicable, where the sidewalk is installed within nine months or less. While the Building Department may refund the fee if it becomes aware of satisfactory compliance, it shall remain primarily the duty of the depositor, not the City, to show proof of satisfactory installation and to request return of the deposit in writing.
 - (3) When more than nine months have elapsed since the date the deposit was posted and no sidewalk has been constructed, the Building Department shall send a certified letter to the address of the depositor on file indicating that the funds deposited shall be forfeited to the City's General Fund, for use to install the sidewalk for which it was deposited, within 30 days of the postmark on the letter unless the depositor notifies the City of its plans to install the sidewalk. Bonds may be called within the same time frame and utilizing the same procedure. The Building Department shall retain a copy of the certified letter and accompanying paperwork to show a good faith effort to notify the depositor and shall be deemed good service whether or not the letter is accepted or deliverable as it is the depositor's duty to inform the Building Department of any address changes. If the depositor so notifies the City and the sidewalk is not installed within 30 days of notification of the depositor of its plans to install the sidewalk, the initial nine months having elapsed, the funds shall be forfeited immediately without further notification. Should the amount to install the sidewalk be less than the deposited amount, the balance shall remain in the City's General Fund as liquidated damages and administrative costs, less the inspection fee in Section 1024.05(c). (Ord. 4491-2007. Passed 2-17-07.)
 - (4) Funds for sidewalk deposit, if any, currently in the City's Trust Fund or otherwise on deposit for construction of sidewalks, for use for general sidewalk construction purposes, which uses include, but are not limited to, installing sidewalks, drive aprons, extension construction of culverts or bridges, drainage improvements relating to sidewalk construction, acquisition of rights of way, etc., shall be considered forfeited to the City's General Fund if such funds have been on deposit for one year or more unless the Chief Building Official or designee makes a specific determination that the depositor(s) can still be located and notified as required under the former version of Section 1024.06(a).
 - (5) Any outstanding sidewalk liens placed prior to the effective date of this ordinance shall be deemed cancelled and withdrawn; however, those properties shall become subject to Section 1024.06(c) below. (Ord. 4422-2007. Passed 6-4-07.)
 - (6) Sidewalks shall be required on both sides of newly constructed highways, streets, avenues or alleys open to public use, whether flanked on either, neither, or both sides with dwellings, apartments or commercial and industrial buildings.
- (b) No deposit shall be required for those individuals whose situation conforms with one or more of the following criteria:
- (1) A sidewalk does not exist within 2,000 feet in any direction from any property corner.
 - (2) The property is not within 2,500 feet of a City park or a public or private school with primary or secondary programs, whether classes are currently held there or not, measured from any property corner.

- (3)
 - (4) Compliance is impractical due to site conditions, safety concerns, or engineering concerns as determined by the City Engineer and documented in writing.
- (c) For situations which do not require a sidewalk deposit pursuant to subsection (b) above, the following additional requirement is placed upon all such landowners until a sidewalk is constructed:
- (1) The property owner shall be required to install a sidewalk at the City's request when any one or more of the conditions in subsection (b) above no longer applies to the property.
 - (2) Should the property owner refuse to install a sidewalk when requested within a reasonable time frame as determined by the City Engineer or the Engineer's designee, the property shall be assessed. A lien in the amount to install the sidewalk as calculated by the City Engineer, together with an administrative fee of fifty dollars (\$50.00), shall be certified to the County Auditor by the appropriate department head. Such lien shall be assessed after the time frame determined by the Engineer as being a reasonable amount of time to install a sidewalk, but not before the City actually installs the sidewalk.

Such amount shall be entered upon the tax duplicate and shall be a lien upon the property to be collected as other taxes and assessments are collected as other taxes and assessments are collected and returned to the City when so collected and used to cover the cost of installation if the City has installed the sidewalk.

(Ord. 5657-2019. Passed 6-17-19.)

1024.99 PENALTY

Whoever violates any of the provisions of this chapter is guilty of a minor misdemeanor and shall be fined not more than one hundred dollars (\$100.00) for each offense. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

(Ord. 2828-94. Passed 2-22-94.)

Exhibit B

CHAPTER 1024 SIDEWALKS

- 1024.01 SIDEWALKS REQUIRED
- 1024.02 PERMIT REQUIRED
- 1024.03 CONSTRUCTION AND MATERIAL SPECIFICATIONS
- 1024.04 APPROVAL OF CITY ENGINEER REQUIRED; GRADES
- 1024.05 SIDEWALK DEPOSIT
- 1024.06 SIDEWALK FEE IN LIEU OF DEPOSIT
- 1024.07 REFUNDS; UNCLAIMED SIDEWALK DEPOSITS
- 1024.08 FAILURE TO INSTALL SIDEWALKS
- 1024.99 PENALTY

CROSS REFERENCES

- Sidewalks and gutters - see Ohio R.C. 729.01 et seq.
- Notice to construct or repair - see Ohio R.C. 729.03
- Construction or repair at owner's expense - see Ohio R.C. 729.04 et seq.
- Driving upon sidewalks - see TRAF. 432.22
- Maintenance - see GEN. OFF. 660.05
- Obstructions, damage or injury - see GEN. OFF. 660.10
- Sidewalks in subdivisions - see P. & Z. 1226.13
- Solicitation on sidewalks - see P. & Z. 1226.13

1024.01 SIDEWALKS REQUIRED

- (a) Sidewalks shall be required on both sides of newly constructed streets, avenues or alleys open to public use, whether flanked on either, neither or both sides with dwellings, apartments or commercial and industrial buildings.
- (b) Sidewalks shall be required along the boundary of a development area or subdivision where that boundary borders on a public street, avenue or alley open to public use.
- (c) All dwellings, apartments and commercial and industrial buildings constructed in the City shall be provided with sidewalks along the frontage of such buildings before occupancy of the building is permitted. The side yards of all buildings constructed on corner lots are to be considered and treated the same as frontage.
- (d) Where additions of 500 square feet or greater are proposed to existing buildings that are subject to Planning Commission review under Section 1243.03, and where sidewalks do not exist on the property upon which said building is located, Planning Commission may require the installation of sidewalks in accordance with this chapter as a condition of development plan approval.

1024.02 PERMIT REQUIRED

No person shall install or construct a sidewalk within the City without first applying for and obtaining a permit in accordance with the following:

- (a) For sidewalks to be installed as part of a construction project as described in 1024.01, the building permit issued for the project shall include the permit to construct the sidewalk. The applicant

shall provide a deposit as required in Section 1024.05 and shall be subject to all the requirements of this chapter.

(b) For new sidewalks or replacement sidewalks not installed as part of a construction project as described in 1024.01, the applicant shall make separate application for a sidewalk permit. The applicant shall make payment of the required fee as established by Council and shall be subject to the requirements of Section 1024.03 and 1024.04.

1024.03 CONSTRUCTION AND MATERIAL SPECIFICATIONS

(a) Sidewalks shall be a minimum width of four feet along street rights-of-way up to 60 feet wide and a minimum width of five feet for street rights-of-way greater than 60 feet in width. The edge of sidewalks farthest from the road centerline shall not be constructed within six inches of the road right-of-way line and must be within the road right of way, unless an exception to this provision is granted, in writing, by the City Engineer. Sidewalks shall not be permitted on any open ditch section without the written approval of the City Engineer.

(b) Sidewalks shall be constructed of concrete four inches thick, except that where they are crossed by driveways, they shall not be less than six inches thick. All sidewalk construction shall conform to specifications on file in the office of the City Engineer.

(c) Where sidewalks are constructed along a property adjacent to a crosswalk, curb ramps shall be installed in conformance with specifications on file in the office of the City Engineer.

1024.04 APPROVAL OF CITY ENGINEER REQUIRED; GRADES

No sidewalk shall be laid within the City without the approval of the City Engineer. Sidewalks shall be laid in accordance with the grade established and given by the City Engineer.

1024.05 SIDEWALK DEPOSIT

(a) A deposit, calculated annually by the City Engineer for each foot of sidewalk adjacent to a street, avenue or alley which is open to public use, shall be required to guarantee, for construction of any dwelling, apartment or commercial and industrial building, the construction of a sidewalk on any parcel of land upon which none exists at the time application for a building permit is made. Deposits shall be placed in a City depository fund.

(b) A bond to cover the cost of installation as outlined above shall be acceptable if the location of the sidewalk(s) is included and the City of North Ridgeville is specifically listed as benefiting from the bond and able to call the bond when necessary. The bond shall extend to such time as necessary to cover installation of all required sidewalks covered by the bond and as determined by the Chief Building Official. Should the bond lapse for any reason, the Builder, Developer or Depositor shall remain and hereby agrees to remain financially responsible for installation of the sidewalk.

(c) It shall be the duty of each depositor to inform the Building Department of its correct address during the deposit period and of any address changes, as well as any changes to ownership which would affect the deposit or control of the deposit or bond. If responsibility for the deposit or bond changes, a letter notifying the City of the change and containing signatures of both the previous and the new responsible party must be presented to the Building Department to make the change effective. Otherwise, the initial depositor remains responsible and must make or maintain the deposit or bond. A copy of this ordinance shall be given to each depositor when the deposit or bond is collected or transferred. The depositor shall sign a form indicating receipt of this chapter.

1024.06 SIDEWALK FEE IN LIEU OF DEPOSIT

(a) It shall be the option of the property owner, upon application and as approved by the City Engineer, to forgo the installation of a required sidewalk and to make payment of a sidewalk fee in lieu of the sidewalk deposit required in Section 1024.05 where compliance is impractical due to site conditions, safety concerns or engineering concerns as determined by the City Engineer and documented in writing. The fee shall be paid at the time of building permit issuance in an amount equivalent to the deposit that would otherwise be required by this chapter.

(b) Any fee paid under this section shall be earmarked and used for general sidewalk construction purposes, which include, but are not limited to, installing sidewalks and multi-purpose paths, drive aprons, extension of culverts or bridges, drainage improvements relating to sidewalk construction, acquisition of rights-of-way, etc.

1024.07 REFUNDS; UNCLAIMED SIDEWALK DEPOSITS

(a) Upon construction of the sidewalks in accordance with the provisions of this chapter to the satisfaction of the Chief Building Official, the deposit shall be returned, less fifty dollars (\$50.00), for each separate lot to be retained for inspection. It shall remain primarily the duty of the depositor, not the City, to show proof of satisfactory installation and to request return of the deposit in writing.

(b) Sidewalk deposits in the City's depository fund shall be considered forfeited if such funds have been on deposit for one year or more after issuance of a Certificate of Occupancy or acceptance of a final plat for the project. Deposits considered forfeited shall be transferred to unclaimed funds. Thereafter, any such unclaimed funds transferred to the General Fund shall be earmarked and used for general sidewalk construction purposes as described in 1024.06(b).

1024.08 FAILURE TO INSTALL SIDEWALKS

(a) When more than one year has elapsed since the date a sidewalk deposit was posted and no sidewalk has been constructed, the Chief Building Official shall send a certified letter to the address of the depositor on file indicating that the funds deposited shall be forfeited to the City within 30 days of the postmark on the letter unless the depositor notifies the City of its plans to install the sidewalk. Bonds may be called within the same time frame and utilizing the same procedure. The Chief Building Official shall retain a copy of the certified letter and accompanying paperwork to show a good faith effort to notify the depositor and shall be deemed good service whether or not the letter is accepted or deliverable as it is the depositor's duty to inform the Building Department of any address changes.

(b) If the depositor timely notifies the City of its plans to install the sidewalk and the sidewalk is not installed within 120 days of the date of said notification, the deposit shall be forfeited immediately without further notification to the City's General Fund.

(c) Any sidewalk deposits forfeited subject to this section shall be earmarked and used for general sidewalk construction purposes as described in 1024.06(b).

1024.99 PENALTY

Whoever violates any of the provisions of this chapter is guilty of a minor misdemeanor. A separate offense shall be deemed committed each day during or on which a violation occurs or continues.