

DATE:	<u>August 15, 2022</u>	1 <sup>ST</sup> READING:	<u>August 15, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 <sup>ND</sup> READING:	<u>September 6, 2022</u>
REFERRED BY:	<u></u>	3 <sup>RD</sup> READING:	<u>September 19, 2022</u>
TEMPORARY NO:	<u>T 123-2022</u>	ADOPTED:	<u>September 19, 2022</u>

**RESOLUTION NO. 1576-2022**

**A RESOLUTION REVISING COMMUNITY REINVESTMENT AREA REQUIREMENTS BY AMENDING RESOLUTION NO. 768-94.**

**WHEREAS**, pursuant to Ohio Revised Code (“ORC”) Sections 3735.65 et seq., this Council, on June 24, 1994, adopted its Resolution No. 768-94 (the “Original CRA Resolution”), in which it found that certain areas located within the City (described in the Original CRA Resolution and referred to as “Area No. 14,” which was defined as the corporate boundaries of the City of North Ridgeville and all area located within said boundaries) contained housing facilities, or structures of historical significance, wherein new housing construction and repair of existing facilities or structures were being discouraged, and that maintenance and construction of those structures would serve to encourage economic stability, maintain real property values and generate new employment opportunities, and established Area No. 14 coextensive with the boundaries of that area to provide real property tax exemptions for certain improvements to real property within that area; and

**WHEREAS**, Resolution No. 768-94 established the Community Reinvestment Area No. 14 Housing Council with composition, powers, duties, and functions consistent with the Ohio Revised Code; and

**WHEREAS**, this Council desires to modify the tax exemptions available within Area No. 14 and to clarify and expand the role of the Housing Council.

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

**SECTION 1.** Section 3 of the Original CRA Resolution is hereby amended and restated in its entirety to read as follows:

That within Community Reinvestment Area No. 14, tax exemptions for improvements to real property as described in ORC Section 3735.67 may be granted for up to the following periods:

- (a) Five (5) years for the remodeling of every dwelling containing not more than two family units upon which the cost of remodeling is at least ten thousand dollars (\$10,000) as described in ORC Section 3735.67(D)(1).

- (b) Twelve (12) years for the remodeling or expansion of every dwelling containing more than two units, and commercial or industrial properties, upon which the cost of remodeling is at least twenty thousand dollars (\$20,000) as described in ORC Section 3735.67(D)(2).
- (c) Fifteen (15) years for the construction of every commercial or industrial structure as described in ORC Section 3735.67(D)(4).

To grant any tax exemption for commercial or industrial structures under the foregoing paragraphs (b) or (c), the City and the owner of the property to be exempted must enter into an agreement. For purposes of ORC Section 3735.66 and this resolution, a structure composed of more than two residential units is classified as commercial property. The percentage of improvement exempted shall be the percentage set forth in the agreement if the structure or remodeling is to be used for commercial or industrial purposes or 100% if the structure or remodeling is to be used for residential purposes. The Housing Officer may require a pre-application for any exemption to ensure compatibility with neighborhood plans, to insure the maintenance of existing development patterns, style, scale, setbacks, and landscaping features compatible with nearby properties, and to coordinate the tax exemptions with other tax exemptions that apply to the property. The tax exemptions granted pursuant to this Resolution are subject and subordinate to tax exemptions granted pursuant to ORC Section 5709.40 or 5709.41 unless a different priority is designated by the Housing Officer in that officer's approval of a pre-application or final application for a tax exemption under this Resolution. Nothing in this Section shall be construed to require the City to approve a pre-application for any property or enter into an abatement agreement and grant the tax exemption provided hereunder for commercial and industrial property.

**SECTION 2.** Chapter 282 (Tax Abatement Review Board) of the North Ridgeville Codified Ordinances be repealed and that the Housing Council as established in Section 6 of the Original CRA Resolution is hereby authorized to create such policies and guidelines needed to administer the City's Community Reinvestment Area Program, as amended from time to time, including the establishment of application fees.

**SECTION 3.** Except as amended by Resolution 1415-2017 and as amended hereby, the Original CRA Resolution shall remain in full force and effect. Any agreement entered into prior to the effective date of this Resolution shall continue in accordance with the terms of that agreement.

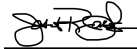
**SECTION 4.** A copy of this Resolution will be forwarded to the Lorain County Auditor and the Director of the Ohio Department of Development by the Clerk of Council for information and reference.

**SECTION 5.** This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Resolution were taken in an open meeting of this Council or its committees and that all deliberations of this Council and any of

its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law including ORC Section 121.22.

**SECTION 6.** This Resolution shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: September 19, 2022



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Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



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Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Sep 22, 2022



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Kevin Corcoran  
MAYOR

DATE:	<u>September 19, 2022</u>	1 <sup>ST</sup> READING:	<u>September 19, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 <sup>ND</sup> READING:	<u>Dispensed</u>
REFERRED BY:	<u></u>	3 <sup>RD</sup> READING:	<u>Dispensed</u>
TEMPORARY NO:	<u>T 139-2022</u>	ADOPTED:	<u>September 19, 2022</u>
		EMERGENCY:	<u>September 19, 2022</u>

**ORDINANCE NO. 5993-2022**

**AN ORDINANCE AMENDING ORDINANCE NUMBER 5889-2021 OF THE CITY OF NORTH RIDGEVILLE, OHIO, PROVIDING APPROPRIATIONS FOR THE PERIOD COMMENCING JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022, 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, 2022, and ending December 31, 2022, Ordinance No. 5889-2021 be and the same are 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:

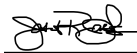
<u>Fund Number</u>	<u>Fund</u>	<u>Personal Services</u>	<u>Other</u>	<u>Transfers and Advances</u>	<u>Total</u>
	<b><u>General Fund</u></b>				
101	General Government	-	60,000	-	60,000
	<b>Total General Fund</b>	-	60,000	-	60,000
	<b><u>Special Revenue Funds</u></b>				
225	Street Levy	-	40,000	-	40,000
	<b>Total Special Revenue Funds</b>	-	40,000	-	40,000
	<b><u>Debt Service Funds</u></b>				
333	Performance LN TIF	-	2,500	-	2,500
	<b>Total Debt Service Funds</b>	-	2,500	-	2,500
	<b><u>Capital Project Funds</u></b>				
481	TIF Improv #2	-	12,250	-	12,250
482	TIF Improv #3	-	123,200	-	123,200
483	TIF Improv #4	-	4,000	-	4,000
485	TIF Improv #6	-	50,300	-	50,300
486	TIF Improv #7	-	1,350	-	1,350
487	TIF Improv #8	-	4,100	-	4,100
493	TIF Improv #13	-	5,250	-	5,250
	<b>Total Capital Project Funds</b>	-	200,450	-	200,450
	<b><u>Enterprise Funds</u></b>				
680	French Creek R&I	-	4,300	-	4,300
	<b>Total Enterprise Funds</b>	-	4,300	-	4,300
	<b>Total All Funds</b>	-	307,250	-	307,250

**SECTION 3.** That the Auditor 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 an emergency measure, the emergency being in order to meet the City's financial obligations. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: September 19, 2022



Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Sep 22, 2022



Kevin Corcoran  
MAYOR

DATE:	<u>September 19, 2022</u>	1 <sup>ST</sup> READING:	<u>September 19, 2022</u>
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TEMPORARY NO:	<u>T 140-2022</u>	ADOPTED:	<u>September 19, 2022</u>
		EMERGENCY:	<u>September 19, 2022</u>

**ORDINANCE NO. 5994-2022**

**AN ORDINANCE AMENDING ORDINANCE NO. 5937-2022, WHICH AUTHORIZED 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 2022 FULL DEPTH CONCRETE PAVEMENT REPLACEMENT PROJECT AND OTHER APPURTENANCES, BY INCREASING THE PREVIOUSLY APPROVED AMOUNT FROM \$550,000.00 TO \$590,000.00, AND DECLARING AN EMERGENCY.**

**WHEREAS**, portions of Albert Street, Dorchester Avenue, Lee Avenue, Millwood Circle, Nicoll Drive, and the intersection of Washington Boulevard and Monroe Lane 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**, residents in the project areas are experiencing extensive periods of time out of their drives, and in order to expedite concrete pavement replacement the City has decided to implement the use of a moderate set concrete that will get residents back in their drives in a more timely manner.

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

**SECTION 1.** Ordinance 5937-2022 is hereby amended by increasing the previously approved amount from \$550,000.00 to \$590,000.00.

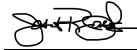
**SECTION 2.** All other sections, terms, and provisions of Ordinance No. 5937-2022 not specifically modified or affected by this amending Ordinance shall remain in full force and effect.

**SECTION 3.** The cost for said project shall be paid from 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 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 start the project before the weather change. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: September 19, 2022



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Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



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Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Sep 22, 2022



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Kevin Corcoran  
MAYOR

2022 Full Depth Concrete Pavement Replacement Project Streets to be Repaired:

- 1) Albert Street (from Poplar Street to Mildred Street)
- 2) Dorchester Avenue (cul-de-sac only)
- 3) Lee Avenue (from Drake Street to Poplar Street)
- 4) Millwood Circle
- 5) Nicoll Drive (from 6711 Nicoll Drive to 6795 Nicoll Drive - approximately)
- 6) Intersection of Washington Boulevard and Monroe Lane



DATE:	<u>September 6, 2022</u>	1 <sup>ST</sup> READING:	<u>September 6, 2022</u>
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TEMPORARY NO:	<u>T 130-2022</u>	ADOPTED:	<u>September 19, 2022</u>
		EMERGENCY:	<u>September 19, 2022</u>

**ORDINANCE NO. 5995-2022**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT, ACCORDING TO LAW AND IN A MANNER PRESCRIBED BY LAW, WITH BJAAM ENVIRONMENTAL, INC. TO PROVIDE ENVIRONMENTAL PROFESSIONAL SERVICES REQUIRED BY THE ABANDONED GAS STATION PROGRAM GRANT, NOT TO EXCEED \$250,000.00 AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of North Ridgeville has been awarded funds in the amount of \$250,000.00 from the Ohio Department of Development’s Abandoned Gas Station (AGS) Cleanup Grant Program; and

**WHEREAS**, the grant funds are to be used for assessment and corrective action at the site; and

**WHEREAS**, the City requires the services of an environmental professional to carry out the scope of services in the grant; and

**WHEREAS**, the City of North Ridgeville desires to enter into a contract with BJAAM Environmental, Inc. to provide the required services.

**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 a contract, according to law and in a manner prescribed by law, and on such terms as the Director of Law may approve, with BJAAM Environmental, Inc. for environmental professional services required by the Abandoned Gas Station Program Grant in an amount not to exceed \$250,000.00.

**SECTION 2.** The costs of the firm’s services shall be charged to and paid from the appropriate City accounts which shall be reimbursed by the grant.

**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 start the project before the weather change. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: September 19, 2022



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Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



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Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Sep 22, 2022



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Kevin Corcoran  
MAYOR



July 29, 2022

City of North Ridgeville  
 C/O Kim Lieber, AICP  
 Director of Planning & Economic Development  
 7307 Avon Belden Road  
 North Ridgeville, OH 44039

**Re: Abandoned Gas Station Clean-up Fund Grant Activities:** Former Gas Station/Hardware and Former North Ridgeville Citgo, located at the intersection of Center Ridge Road and Avon Belden Rd., Lorain County, Parcel No. 07-00-028-103-180, 07-00-028-103-182, 07-00-028-103-184 & 07-00-028-103-186 (hereinafter "SITE").

Dear Ms. Lieber:

We appreciate this opportunity to present the following proposal for environmental services. This proposal serves as a written agreement (hereinafter "Agreement") between BJAAM Environmental, Inc., with its principal office located at the address referenced in the footer below, (hereinafter "BJAAM") and City of North Ridgeville, located at the address referenced above, (hereinafter "Client") for Abandoned Gas Station Clean-up Fund Grant Activities.

Attached, in EXHIBIT A, is a detailed description of the proposed Services & Scope of Work (hereinafter "Designated Services"). Also attached, on the ensuing pages, are EXHIBIT B (hereinafter "Costs") and EXHIBIT C (hereinafter "Terms & Conditions"). In consideration of the premises and other good and valuable consideration, with the intent to be legally bound, the parties hereto agree as follows:

1. This proposal is valid for sixty (60) days from the date of its issuance referenced above and must be fully executed by both parties without modifications or cross outs within sixty (60) days to take effect. This Agreement, including all attached exhibits, constitutes the entire and complete agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and promises, whether oral or written, with respect to the subject matter herein. This Agreement may not be amended, altered or modified except in writing signed by both parties, except as otherwise permitted in this Agreement.
2. Upon execution below and the initialization of ALL pages by authorized representatives of both parties and receipt of an initial engagement payment of zero dollars (\$0.00), this proposal shall be deemed a valid and binding Agreement on both parties with respect to all aspects of this Agreement. Client agrees that by executing this Agreement that Client has fully read and understands ALL aspects of the Agreement, including all exhibits, in their entirety without limitation.

**for BJAAM:**

**for Client:**

\_\_\_\_\_  
 Troy Schultz, President                      Date

\_\_\_\_\_  
 Authorized Representative                      Date

Print Name, Title: \_\_\_\_\_



**EXHIBIT A: Designated Services**

1. Services to complete the Scopes of Work detailed in the approved Abandoned Gas Station Clean-up Fund Cleanup-Remediation Grant budget as approved by the State of Ohio Department of Development:
  - 1.1. VAP Phase I & GPR Reimbursement
  - 1.2. UST Removal and Environmental Sampling
    - 1.2.1. Equipment, Expenses and Field Labor
  - 1.3. BUSTR Closure Reporting
    - 1.3.1. Office Labor
  - 1.4. Tier 1 Source Investigation and (Delineation) Investigation
    - 1.4.1. Equipment, Expenses, Field Labor and Office Labor
  - 1.5. Contingency;
    - 1.5.1. Equipment, Expenses, Field Labor and Office Labor.



**EXHIBIT B: Costs for "Designated Services"**

Estimated costs to complete the Scopes of Work detailed in the approved Abandoned Gas Station Clean-up Fund Cleanup-Remediation Grant budget as approved by the State of Ohio Department of Development:

**Task Grand Total                    \$            250,000.00**

\*Except as required for the AGS Grant Application, the above Designated Services will not be initiated until the AGS Grant Application and Project Budget is approved by ODOD. Once approved, BJAAM shall commence work at SITE. BJAAM will send periodic invoices to Client upon the completion of various project tasks in the form of "Progress Reports". Client shall then immediately forward invoices to ODOD upon receipt. All disbursements received by Client from ODOD shall then be forwarded within thirty (30) days to BJAAM as payment for services. Under no circumstances shall Client be responsible for any payments to BJAAM that have not been disbursed by ODOD to Client for any reason whatsoever. BJAAM reserves the right to cancel this Agreement at any time should ODOD not distribute funds to Client after invoices have been submitted and not paid by ODOD within a reasonable time frame per Exhibit C, Section 6.0 of this Agreement.



**EXHIBIT C: TERMS AND CONDITIONS**

Revised 01/01/19<sup>(NORTHBRIDGE)</sup>

**1. WARRANTS**

- 1.1. Services not expressly set forth in EXHIBIT A as "Designated Services" in this Agreement are specifically excluded from the scope of this Agreement and BJAAM assumes no duty to Client to perform any such undescribed or assumed services. Client agrees to hold BJAAM harmless for all services not specifically listed by BJAAM as Designated Services in EXHIBIT A.
- 1.2. No services performed by BJAAM shall include an analysis or determination by BJAAM as to whether or not Client is in compliance with any federal, state, or local laws, statutes, ordinances, or regulations.
- 1.3. The costs listed in EXHIBIT B (Costs) are estimates only. BJAAM shall invoice Client for the actual units incurred.
- 1.4. Client is solely responsible for all regulatory compliance and insurance claim related issues, including payments for all required registrations and premiums. Client is solely responsible for submitting all required governmental and insurance documents including, but not limited to, reports, insurance eligibility applications, and insurance claims to the appropriate agency. Client agrees to indemnify, defend and hold BJAAM harmless from any and all damages and liabilities arising from any missed governmental and insurance submittal deadlines.
- 1.5. Client agrees that if any one of these warrants is not met or is found to be incorrect, then a fully signed and executed "Change Order" with additional costs to Client may be required either during or after the performance of Designated Services, in the sole discretion of BJAAM. Notwithstanding anything to the contrary in this Agreement, Client agrees that for any services required to complete the project, for which costs or expenses are not itemized in this Agreement, will be invoiced to Client at BJAAM's then current rate schedule
- 1.6. BJAAM shall retain all documents and information connected with its services in accordance with BJAAM's current Document Retention Policy, a copy of which is available upon written request by Client.
- 1.7. Notwithstanding anything to the contrary in the Agreement, if Client fails to fulfill all payment obligations under this Agreement, without limitation, BJAAM may slow the pace of work or suspend services with or without notice to Client. Any resultant consequences of such actions such as, but not limited to, missed deadlines and denied insurance payments will be at Client's sole risk and BJAAM shall be held harmless and indemnified by Client for any and all resultant claims, losses, damages, for taking such actions as a result of Client's failure to meet its payment obligations under this Agreement.
- 1.8. Client shall be fully responsible for and either has already obtained or will obtain the necessary authorizations to allow BJAAM, its agents, subcontractors and representatives, to have access to SITE and necessary building(s) thereon at reasonable times. While BJAAM will take all necessary precautions to minimize damage to SITE, it is understood by Client that in the normal course of performing work described in the Agreement, some damages may occur to SITE and the correction or costs of said damages caused by BJAAM are not part of this Agreement.
- 1.9. Services performed under this Agreement may initiate the requirement by a government agency and third parties for additional services, including but not limited to: free product recovery, emergency response actions, interim remedial measures, additional site assessment, a Phase II ESA, and/or remediation. Services performed in accordance with this Agreement do not include any such government agency and third party required additional services. Client agrees to hold BJAAM harmless for any and all such government agency and third party required additional services.
- 1.10. Client warrants and agrees that BJAAM did not cause or contribute in any way to any petroleum or chemical release, or portions thereof, at SITE including any properties affected by any petroleum or chemical release migrating from SITE. Client further warrants and agrees (i) that BJAAM shall not be liable in anyway whatsoever for the spreading or migration of any petroleum or chemical release to the fullest extent permitted by law to Client or any third party and (ii) that Client shall indemnify, defend and hold BJAAM harmless to the fullest extent permitted by law for such liability, if any.
- 1.11. If not specifically described and costed out in Exhibit B, all soils brought to the surface through the drilling process and purge waters generated during groundwater sampling will be placed in containers by BJAAM, properly labeled, and staged on the site pending proper disposal by Client. At the written request of the Client, BJAAM will coordinate the characterization and disposal of such containers; however, Client will be solely and directly responsible for executing a BJAAM Change Order for the services rendered to characterize, transport and dispose of investigation derived waste prior to BJAAM initiating such activities. Client agrees to sign all transportation and disposal manifests and to pay all third-party transportation and disposal costs directly to the third-party service provider.
- 1.12. Client agrees and acknowledges that any (i) fee, penalty or fine issued by any regulatory agency for any reason whatsoever, (ii) permits, and/or (iii) review fees that may be assessed in association with SITE or Designated Services (collectively referred to as "FEES") are not included in the costs listed in EXHIBIT B of this Agreement. FEES shall be directly billed to Client by the appropriate governmental authority and Client agrees to pay all FEES directly and in a timely fashion so as not to cause interference to BJAAM in the performance of Designated Services or its obligations under this Agreement.



- 1.13. BJAAM would like to avoid any damage or injury to underground structures, pipelines, and/or utilities. However, it is the duty of the Client to provide accurate documentation to BJAAM prior to commencement of any services which will show the exact location of all subsurface structures, pipelines, and/or utilities. Client agrees to fully assume all responsibility and all liability for any personal and property damages due to BJAAM's interference with subterranean structures including, but not limited to: pipes, tanks, and utility lines that are not correctly and accurately located on any site documents that Client is hereby required to provide to BJAAM prior to commencement of any services.
  - 1.14. Unusual drilling conditions such as running sand, auger refusal, or boulders may be encountered. If such drilling conditions are encountered, additional costs will be added to the final invoice. Additionally, subsidence of monitor well(s) and/or well head(s) may occur over a period of time due to the fact that there is no engineered backfilling of the well head area. Client acknowledges and agrees that BJAAM is not liable for any damages due to any subsidence occurring on site and Client further agrees to indemnify, defend and hold BJAAM harmless for any damages or liability with respect to such subsidence.
  - 1.15. Client agrees to have an "Authorized Representative" readily available while Designated Services are being performed to make immediate decisions on behalf of Client in the event that unexpected site conditions arise (BJAAM shall not be considered an Authorized Representative of Client). If an Authorized Representative is not present or readily available and fails to make immediate decisions when requested by BJAAM, then additional costs may be incurred by Client and added to the final invoice at the sole discretion of BJAAM.
  - 1.16. Unless otherwise specified in Exhibits A and B, Client is solely responsible for all costs associated with site excavation, soil stockpiling, loading, transportation, landfill disposal, and/or clean backfill costs.
  - 1.17. Client acknowledges and agrees that there will be no engineered compaction of backfill materials unless Client agrees to pay the excavation contractor for said services. Client is solely responsible for the installation of any surface covering materials (permeable or impermeable) including, but not limited to, concrete, asphalt, etc, unless specifically described in both Exhibits A and B. Client acknowledges that if environmental impact is discovered while removing an underground storage tank (UST), or during any excavation activities, additional sampling and analysis required per state or federal regulations will be performed and added to the final invoice. If it is found that any USTs contained products other than as described in Exhibit A, sampling requirements may differ and any additional cost will be added to the final invoice. If regulations are amended prior to the removal of any UST system, BJAAM will perform all environmental work in accordance with the new regulations and any additional charges required will be added to the final invoice.
  - 1.18. Client warrants that all UST and/or impacted soil and water removal activities performed by Client's contractor will be performed in accordance with all local, state, and federal regulations. Client will be responsible for obtaining all required state and/or local permits and having both a certified inspector and a certified UST installer/remover on site during UST removal. Client will be responsible for all tank removal and product and/or waste disposal costs. Client will be responsible for paying any inspection fees directly to a private, independent Certified UST Inspector. BJAAM will provide a list of possible contacts for this service if requested by Client.
  - 1.19. Notwithstanding anything to the contrary in this Agreement, if during any of the activities described in Exhibit A "Designated Services" any of the following conditions are discovered to be NOT as originally scoped, in conflict, or missing from Exhibit A, the Client agrees to pay for all additional costs and fees that may be incurred by BJAAM which will be automatically added to the final invoice to Client: i) the number of USTs, ii) the contents of the USTs, iii) the size of the USTs, iv) the construction of the USTs, v) the discovery of unknown or orphan USTs, or vi) the configuration of the USTs.
  - 1.20. Client agrees to make all decisions immediately regarding the back filling of the UST pit cavity, and all such Client decisions shall be made known to BJAAM on the day that services are performed. By default, and unless specifically requested otherwise by Client in writing, the re-use of excavated or contaminated soil as backfill is hereby approved by the Client. Client agrees to hold BJAAM harmless from any and all liabilities arising from the type, condition or origin of any UST pit cavity back fill material used.
  - 1.21. For all discarded materials generated at the SITE during the performance of the Designated Services described in Exhibit A, BJAAM will attempt to recycle, reuse, and repurpose as much material as is practicable at no additional cost to Client. However, any unexpected revenues generated from these efforts will endure solely to the benefit of BJAAM.
- 2. WARRANTY / DISCLAIMER**
- 2.1. Because geologic and soil formations are inherently random, variable, and indeterminate in nature, the services rendered by BJAAM and opinions provided with respect to such services under this Agreement, including opinions regarding potential cleanup costs, are not guaranteed to be a representation of actual site conditions, actual levels of contamination or costs. Such opinions and interpretations are subject to significant changes with time as a result of natural and/or man-made processes and thus will not be guaranteed by BJAAM. The data, interpretations, and recommendations of BJAAM will be based solely on the information that was in BJAAM's possession at the time made. BJAAM hereby declines to make any representations about conditions that are otherwise not discovered by the methods used in the performance of its services. It is understood and agreed by Client that some of the information in any report generated by the services performed will be second hand and that said information may even



have been provided to BJAAM by Client. It is the responsibility of Client to review the any report generated by the services for completeness and accuracy. BJAAM is not responsible for the interpretation or misinterpretation of the data and information by others which conflicts with BJAAM's interpretations.

- 2.2. BJAAM's services shall not be subject to any express or implied warranties whatsoever.
- 2.3. BJAAM does not guarantee a specific date for the performance or completion of services under this Agreement.
- 2.4. BJAAM and Client agree that in connection with the Agreement, BJAAM is acting as an independent contractor and is not an agent, partner or employee of the Client.

### 3. LIMITATION OF RESPONSIBILITIES

- 3.1. Limitation of Liability: Client hereby agrees that to the fullest extent permitted by law, BJAAM shall not be liable to Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way relating to the project, the site, or this Agreement from any claim, claims, cause or causes, excluding BJAAM's: intentional misconduct, gross negligence, errors, and omissions. Notwithstanding anything to the contrary in this Agreement, in no event shall BJAAM's aggregate liability to Client exceed the greater of 1) the total amount of fees paid to BJAAM hereunder by Client with respect to the services in dispute and 2) any amounts paid by BJAAM's insurance carrier(s) in full settlement of any and all claims, whichever is more.
- 3.2. No Special or Consequential Damages: Notwithstanding anything to the contrary in this Agreement, Client and BJAAM agree that to the fullest extent permitted by law, neither party is responsible to the other for any special, indirect, or consequential damages whatsoever.

### 4. SEVERABILITY AND SURVIVAL

- 4.1. Any element of this Agreement later held to violate a law shall be deemed void, and all remaining provisions shall continue in force. However, Client and BJAAM will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All terms and conditions of this Agreement allocating liability between Client and BJAAM shall survive the completion of any and all services performed hereunder and the termination of this Agreement.
- 4.2. This Agreement, although drawn by BJAAM, has been carefully read by Client, and shall be construed fairly and reasonable, and not more strictly against one party than the other party hereto.

### 5. THIRD PARTY INFORMATION REQUESTS

All finished work product will be the property of the Client and shall not be used or provided by BJAAM to any third party without written consent from Client, unless required by law. Client and BJAAM agree that in the event any third party, including any governmental agency or judicial authority, requests verbal or written information from BJAAM, BJAAM shall immediately notify Client. BJAAM shall comply with any lawful directive from Client with regard to disclosure of Client information. In the event the request is before any governmental agency, tribunal, court and/or judicial authority, BJAAM shall disclose only that information which is directed by such inquiry, as required by law. For all action taken by BJAAM pursuant to this Section or any action required by any governmental and/or judicial process, including but not limited to subpoenas, depositions, and fact witnesses, BJAAM shall be reimbursed by Client (i.e, at its then in-effect standard labor rates) for its time and expenses, including reasonable attorney fees if not otherwise provided by Client. Notwithstanding anything to the contrary in this Agreement, BJAAM shall not have any duty to provide any services, data, reports, information, or work product to anyone if not fully paid for in accordance with this Agreement.

### 6. PAYMENT TERMS, CONDITIONS, & TERMINATION

- 6.1. A signed Agreement is required before any services can begin.
- 6.2. PAYMENT DUE & INVOICES. Except as required for the AGS Grant Application, services will not be initiated until the AGS Grant Application and Project Budget is approved by ODOD. Once approved, BJAAM shall commence work at SITE. BJAAM will send periodic invoices to Client upon the completion of various project tasks in the form of "Progress Reports". Client shall then immediately forward invoices to ODOD upon receipt. All disbursements received by Client from ODOD shall then be forwarded within thirty (30) days to BJAAM as payment for services. **Under no circumstances shall Client be responsible for any payments to BJAAM that have not been disbursed by ODOD to Client for any reason whatsoever.** BJAAM reserves the right to cancel this Agreement at any time should ODOD not distribute funds to Client after invoices have been submitted to Client and not paid by ODOD within a reasonable time frame. Notwithstanding anything to the contrary in this Agreement, Client acknowledges and agrees that BJAAM shall withhold delivery of any or all reports or other documentation until all outstanding invoices have been fully paid. Client warrants and agrees that Client will accept full liability for any missed deadlines, including but not limited to missed governmental or civil deadlines and their associated fines.
- 6.3. SET-OFFS, BACKCHARGES, DISCOUNTS. Payment of invoices shall not be subject to any discount of set-offs by the Client, unless agreed to in writing by BJAAM. Payment to BJAAM for all services rendered and expense incurred shall be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.





- 6.4. **SATISFACTION WITH SERVICES.** Payment of any invoice by the Client to BJAAM shall be taken to mean that Client is satisfied with BJAAM's services to the date of payment and is not aware of any deficiencies in those services.
- 6.5. **SUSPENSION OF SERVICES.** If the Client fails to make payment when due or otherwise is in breach of this Agreement, BJAAM may suspend performance of any and all services without notice to the Client. BJAAM shall have no liability whatsoever to the Client for any costs of damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, BJAAM shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for BJAAM to resume performance.
- 6.6. **TERMINATION OF SERVICES.** If the Client fails to make payment to BJAAM in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and may in BJAAM's sole discretion be cause for termination of this Agreement by BJAAM; provided, however, that Client's obligations to pay the fees of BJAAM and to defend, indemnify and hold BJAAM harmless shall survive any termination of this Agreement.
- 6.7. **LEGAL VENUE.** Stark County, Ohio is agreed upon by both parties to be the proper legal venue acknowledging activity having been conducted therein, including the principal place of business of BJAAM.

**7. DISPUTE RESOLUTION**

This Agreement shall be construed according to and governed by the laws of the State of Ohio, United States of America. Both BJAAM and Client (hereinafter collectively "Parties") agree that any controversy, dispute, or claim ("Claim") between the Parties arising out of any relationship between the Parties including but not limited to any Claim arising from or relating to this Agreement, or to the interpretation, breach, or enforcement thereof, shall be resolved through mandatory, binding arbitration conducted in the State of Ohio (United States of America) pursuant to the Commercial Arbitration Rules of the American Arbitration Association (but not through the American Arbitration Association). This arbitration obligation extends to claims against each Parties parents, subsidiaries, affiliates, successors, assigns, employees, directors, shareholders, and agents. The term "Claim" shall have the broadest possible construction. Arbitration shall be conducted using three (3) qualified arbitrators to be selected in the following manner: a disputing party may, at any time it desires arbitration, notify the other party of the name of an arbitrator selected by him, and the other party shall within ten (10) days thereafter select an arbitrator and notify the party desiring arbitration of the name of such arbitrator. However, in the event that the party upon whom arbitration notice is initially served fails to select an arbitrator, the arbitrator selected by the party desiring arbitration shall be deemed to have been selected by mutual agreement of the Parties. If two (2) arbitrators are selected, they shall within ten (10) days after the appointment of the second arbitrator select a third arbitrator. Each arbitrator shall have at least ten years of experience as an Ohio licensed attorney specializing in contract or business law. The decision of the majority of the arbitrators so appointed shall determine the controversy and such decision in writing shall be final and binding on the Parties hereto. The arbitrators shall issue their ruling by written opinion, and any decision issued or award rendered by the arbitrators may be confirmed in a court competent jurisdiction within the State of Ohio (United States of America). The arbitrators shall not have the power or authority to award (i) punitive damages, (ii) consequential damages, or (iii) "lost business" damages. The arbitration will be conducted as an individual arbitration. Neither party shall consent or agree to any arbitration on a class or representative basis, and arbitrator shall have no authority to proceed with arbitration on a class or representative basis. No arbitration will be consolidated with any other arbitration proceeding without the consent of all Parties. This arbitration provision applies to and includes and Claims made and remedies sought as part of any class action, private attorney general action, or other representative action. All costs and fees associated with the arbitration (including reasonable attorney's fees) shall be paid by the party incurring such costs unless otherwise specified in this Agreement. This arbitration provision shall survive the termination or any changes in this Agreement.

DATE:	<u>August 15, 2022</u>	1 <sup>ST</sup> READING:	<u>August 15, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 <sup>ND</sup> READING:	<u>September 6, 2022</u>
REFERRED BY:	<u></u>	3 <sup>RD</sup> READING:	<u>September 19, 2022</u>
TEMPORARY NO:	<u>T 125-2022</u>	ADOPTED:	<u>September 19, 2022</u>

**ORDINANCE NO. 5996-2022**

**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 ROADWAY  
EXTENSION OF CYPRESS AVENUE TO AN  
INTERSECTING POINT WITH LORAIN ROAD, IN  
AN AMOUNT NOT TO EXCEED \$1,400,000.00.**

**WHEREAS**, the development of commercial and industrial properties in the City of North Ridgeville will benefit the City and its residents by creating economic opportunities, enlarging the property tax base, enhancing income tax revenues, and stimulating collateral development in the City; and

**WHEREAS**, the City of North Ridgeville desires to make public infrastructure improvements to provide supplemental access to Cypress Avenue by extending the roadway and existing utilities from their current end point to an intersecting point at Lorain Road (SR 10); and

**WHEREAS**, the total estimated cost of construction is \$1,400,000.00, and the City of North Ridgeville has appropriated the necessary funds for this project in the 2022 budget; and

**WHEREAS**, plans and bidding documents will be available in the City of North Ridgeville Engineering Department for construction of the roadway extension of Cypress Avenue.

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

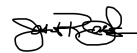
**SECTION 1.** The Mayor of the City of North Ridgeville, Ohio, is hereby authorized to advertise for bids and enter into a contract according to law and in a manner prescribed by law with the lowest and best bidder for the roadway extension of Cypress Avenue to an intersecting point with Lorain Road (SR 10), in an amount not to exceed \$1,400,000.00.

**SECTION 2.** The cost for said construction shall be paid from the appropriate fund(s).

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

PASSED: September 19, 2022



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Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



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Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Sep 22, 2022



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Kevin Corcoran  
MAYOR

DATE:	<u>August 15, 2022</u>	1 <sup>ST</sup> READING:	<u>August 15, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 <sup>ND</sup> READING:	<u>September 6, 2022</u>
REFERRED BY:	<u></u>	3 <sup>RD</sup> READING:	<u>September 19, 2022</u>
TEMPORARY NO:	<u>T 126-2022</u>	ADOPTED:	<u>September 19, 2022</u>
		EMERGENCY:	<u>September 19, 2022</u>

**ORDINANCE NO. 5997-2022**

**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 OF WATER MAINS AND OTHER  
APPURTENANCES ON STONEY RIDGE ROAD IN  
THE CITY OF NORTH RIDGEVILLE, IN AMOUNT  
NOT TO EXCEED \$400,000.00 AND DECLARING AN  
EMERGENCY.**

**WHEREAS**, there are frequent and numerous water main breaks on Stoney Ridge Road, and the existing eight-inch water main is in need of replacement with a new eight-inch water main along Stoney Ridge Road from Schaefer Drive to Sandy Ridge Drive; and

**WHEREAS**, the City of North Ridgeville Engineering Department has developed the necessary construction plans and specifications for the replacement of water mains along Stoney Ridge Road from Schaefer Drive to Sandy Ridge Drive; and

**WHEREAS**, the City of North Ridgeville has made the necessary appropriations for this project in the 2022 City Budget; and

**WHEREAS**, plans and bidding documents will be available in the City of North Ridgeville Engineering Department for construction of the Stoney Ridge Road Water Main Replacement Project.

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

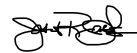
**SECTION 1.** The Mayor of the City of North Ridgeville, Ohio, is hereby authorized to advertise for bids and enter into a contract according to law and in a manner prescribed by law with the lowest and best bidder for the replacement of water mains and other appurtenances on Stoney Ridge Road in the City of North Ridgeville, in an amount not to exceed \$400,000.00.

**SECTION 2.** The cost for said water main replacement 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 in order to start this project as soon as possible. Wherefore, this Ordinance shall take effect and be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: September 19, 2022



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Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



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Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: Sep 22, 2022



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Kevin Corcoran  
MAYOR

DATE:	<u>August 15, 2022</u>	1 <sup>ST</sup> READING:	<u>August 15, 2022</u>
INTRODUCED BY:	<u>Mayor Corcoran</u>	2 <sup>ND</sup> READING:	<u>September 6, 2022</u>
REFERRED BY:	<u></u>	3 <sup>RD</sup> READING:	<u>September 19, 2022</u>
TEMPORARY NO:	<u>T 129-2022</u>	ADOPTED:	<u>September 19, 2022</u>

**ORDINANCE NO. 5998-2022**

**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 EXTENSION OF A WATER MAIN AND OTHER APPURTENANCES ON MILLS ROAD IN THE CITY OF NORTH RIDGEVILLE, IN AMOUNT NOT TO EXCEED \$400,000.00.**

**WHEREAS**, there are frequent and numerous water main breaks on Stoney Ridge Road, and when those breaks occur the entire Millridge Subdivision is left without water during repairs; and

**WHEREAS**, extending a new water main from the intersection of Mills Road and Stoney Ridge Road to the intersection of Stratton Mill Street and Mills Road along Mills Road will provide redundancy for water service to the development, alleviating a public safety, welfare, and health concern for the City; and

**WHEREAS**, the City of North Ridgeville Engineering Department has developed the necessary construction plans and specifications for the extension of a water main along Mills Road from the intersection of Stoney Ridge Road to Stratton Mill Street; and

**WHEREAS**, the City of North Ridgeville has made the necessary appropriations for this project in the 2022 City Budget; and

**WHEREAS**, plans and bidding documents will be available in the City of North Ridgeville Engineering Department for construction of the Mills Road Water Main Extension Project.

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

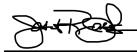
**SECTION 1.** The Mayor of the City of North Ridgeville, Ohio, is hereby authorized to advertise for bids and enter into a contract according to law and in a manner prescribed by law with the lowest and best bidder, for the extension of a water main and other appurtenances along Mills Road from the intersection of Stoney Ridge Road to Stratton Mill Street in the City of North Ridgeville in an amount not to exceed \$400,000.00.

**SECTION 2.** The cost for said water main extension 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 shall take effect and be in full force from and after the earliest period allowed by law.

PASSED: September 19, 2022



\_\_\_\_\_  
Jason R. Jacobs  
PRESIDENT OF COUNCIL

ATTEST :



\_\_\_\_\_  
Nicholas Ciofani  
CLERK OF COUNCIL

APPROVED: 22-SEP-2022



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Kevin Corcoran  
MAYOR