

ORDINANCE NO.:

85-2024

Vote Outcome: Passed
Yes: 7 No: 0
Adopted Date: 2-24-25
Effective Date: 2-24-25

SPONSORED BY:

MAYOR MATTHEW A. BURKE

AN EMERGENCY ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE 66-2024, THE CITY OF GARFIELD HEIGHTS' PLAN OF CLASSIFICATION AND COMPENSATION OF NON-UNION PAY POSITIONS

WHEREAS, pursuant to the City of Garfield Heights Codified Ordinances Chapter 141, it is necessary from time to time to amend and supplement the City's plan of classification and compensation of positions in a consolidated format, and

WHEREAS, it is the Mayor's desire to do the following:

- 1) Remove Part-Time positions from Exhibit A and authorize the Mayor to establish Part-Time positions and assign pay classes to those Part-Time positions as needed, subject to the availability of funds.
- 2) Transition Exhibit B to pay ranges rather than steps.
- 3) Authorize an automatic increase to the lowest and highest pay in each range on the first pay period of each year.
- 4) Adds an Administrative Assistant in the Executive Office.
- 5) Adjusts Pay Class for the MIS Manager to coincide with most other Managers.
- 6) Adds two Housing Enforcement Coordinators to address the approximate 2,500 annual rental inspections and 700 annual point of sale inspections. The positions will be funded by the increased fees City Council previously approved.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF GARFIELD HEIGHTS, OHIO, THAT:

SECTION 1. The City of Garfield Heights' current plan of classification and compensation shall read as indicated in Exhibit A, attached hereto, incorporated herein, and expressly made a part hereof by reference as though fully rewritten.

SECTION 2. Exhibit B, attached hereto, incorporated herein, and expressly made a part hereof by reference as though fully rewritten, shall be utilized as a guide for setting employee pay rates, but in no circumstance shall the base pay rate for any given range exceed the highest rate for the range unless duly authorized by separate legislation of this Council.

SECTION 3. *Part Time Positions:* Part-Time positions listed on Exhibit A shall be removed. The Mayor is authorized to establish Part-Time positions and assign pay classes to Part-Time employees as needed, subject to the availability of funds.

SECTION 4. *Pay Ranges:* the lowest and highest rates of each class of the newly consolidated pay ranges in Exhibit B shall be increased the first pay period of each year by 3%. The annual increases to the ranges will not automatically increase any individual's pay, unless they are at the bottom of the pay grade. Rather, individuals will be periodically evaluated and considered for merit increases on a case-by-case basis.

SECTION 5. *Transitioning employees:* In the event an employee is preparing to leave the service of the City (i.e. retirement, resignation, termination, etc.), the City shall be permitted to hire and employ an additional person at that same position for a period not to exceed ninety (90) days for the purposes of training the new employee.

SECTION 6. Existing Ordinance No. 66-2024 and any other non-union pay ordinances of the City of Garfield Heights, Ohio, is hereby repealed insofar as it is inconsistent with the provisions contained herein on and after the effective date of this Ordinance.

SECTION 7. Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption by Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: 2-24-2025

APPROVED: Mark A. Bl

MAYOR

Amy Johnson

PRESIDENT OF COUNCIL

ATTEST: Lottie Overly EFFECTIVE DATE: 2-24-2025

CLERK OF COUNCIL

Exhibit A

Number Authorized	Title	Pay Class
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Full-Time Positions

Building Department

1	Building & Housing Commissioner	9
1	Assistant Building Commissioner	7
5	Housing Enforcement Coordinator	5
1	Administrative Assistant	5

Economic Development

1	Economic Development Director	9
1	Assistant Economic Development Director	7
2	Manager	7
1	Community / Public Relations Coordinator	5
1	Administrative Assistant	5

Executive Department

1	Chief of Staff	10
1	Chief Financial Advisor	7
2	Administrative Assistant	5

Finance Department

1	Finance Director	10
1	Assistant Finance Director	7
1	Administrative Manager	7
2	Finance Administrative Clerk	5
1	Administrative Assistant	5

Fire Department

1	Administrative Assistant	5
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Human Resources Department

1	Human Resources Director	9
1	Payroll Clerk	5

Exhibit A

Number Authorized	Title	Pay Class
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Full-Time Positions

Information Technology Department

1	Information Technology (IT) Director	9
1	MIS Manager	7

Law Department

1	Director of Law	10
1	Chief Police Prosecutor / Assistant Director of Law	8
1	Assistant Director of Law	5
2	Police Prosecutor	5
1	Paralegal	5
1	Administrative Assistant	5

Parks & Recreation Department

1	Parks & Recreation Director	9
1	Foreman	6
2	Recreation Coordinator	5

Police Department

1	Administrative Assistant	5
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Service Department

1	Public Service Director	9
3	Foreman	6
1	Administrative Assistant	5

Social Services Department

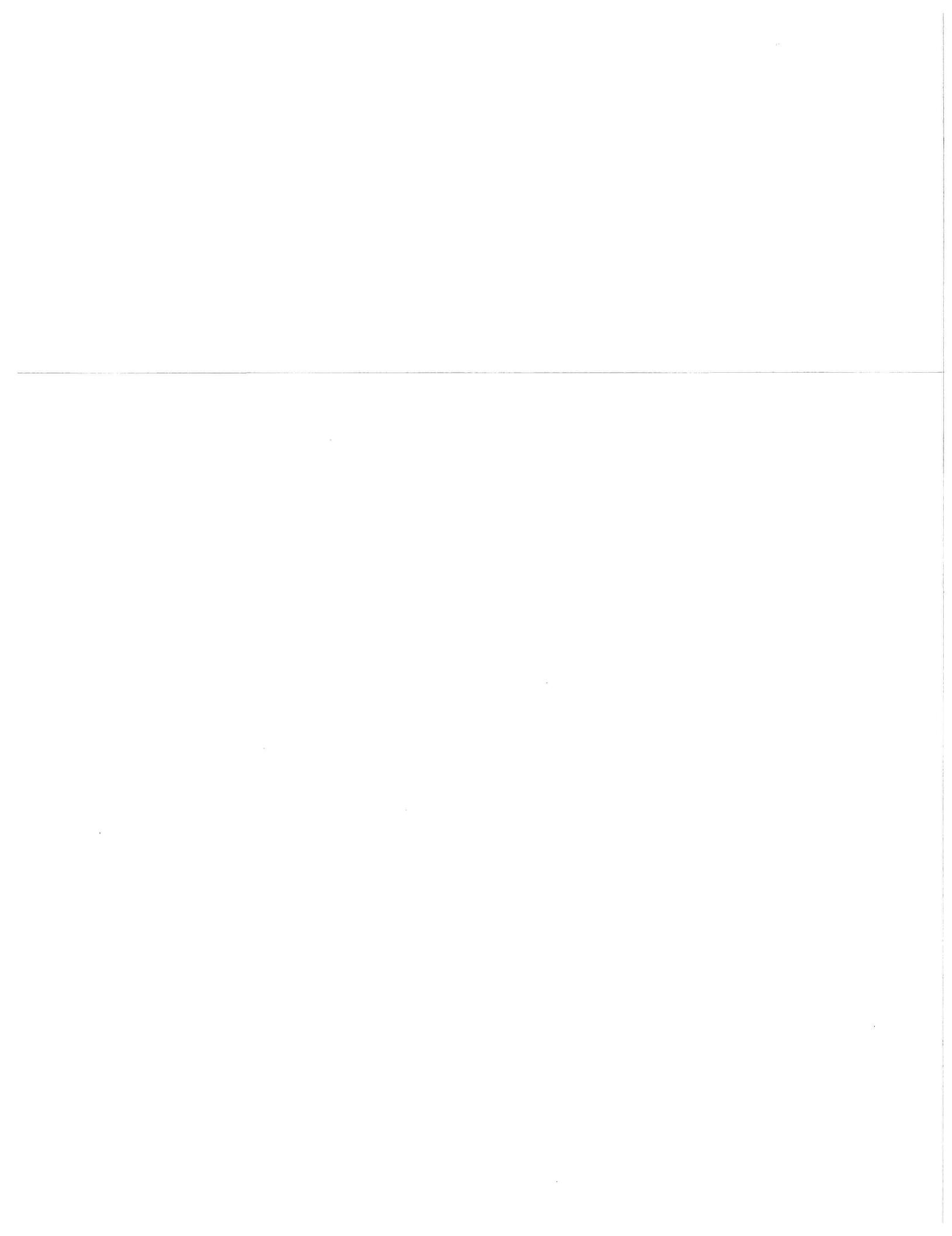
1	Social Services Director	9
1	Senior Center Manager	7
1	Transportation / Activities Coordinator	5
1	Administrative Assistant	5
1	Family Resource Center Manager	2

Miscellaneous (available to all departments)

Full-Time - None	
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Exhibit B

Pay Class		Low	Highest
		Pay Range	Pay Range
1	HR Bi Weekly Yearly	11.00 880.00 22,880.00	21.06 1,684.72 43,802.74
2	HR Bi Weekly Yearly	14.71 1,176.67 30,593.47	24.56 1,965.12 51,093.07
3	HR Bi Weekly Yearly	17.16 1,372.51 35,685.31	28.07 2,245.52 58,383.40
4	HR Bi Weekly Yearly	19.60 1,568.35 40,777.15	31.57 2,525.91 65,673.73
5	HR Bi Weekly Yearly	22.05 1,764.19 45,868.99	35.08 2,806.31 72,964.06
6	HR Bi Weekly Yearly	24.50 1,960.03 50,960.83	38.58 3,086.71 80,254.39
7	HR Bi Weekly Yearly	26.95 2,155.87 56,052.67	42.10 3,367.76 87,561.86
8	HR Bi Weekly Yearly	29.40 2,351.71 61,144.51	49.10 3,927.90 102,125.39
9	HR Bi Weekly Yearly	34.29 2,743.39 71,328.19	56.11 4,488.69 116,706.05
10	HR Bi Weekly Yearly	39.19 3,135.07 81,511.87	63.11 5,048.81 131,268.93





FISCAL OFFICER'S CERTIFICATION

Date: February 24, 2025

Ordinance 85-2024

It is hereby certified that the amount, or estimated amount, identified as follows:

Approximately \$150,000.00

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow:

#101 General Fund

and is free from any obligation, encumbrance, or certification now outstanding.

Barbara Bix

Fiscal Officer/Finance Director

ORDINANCE NO.:

14-2025

Vote Outcome: Passed
Yes: 7 No: 0
Adopted Date: 2-24-2023
Effective Date: 2-24-2025

SPONSORED BY:

MAYOR MATTHEW A. BURKE
COUNCIL PRESIDENT AVERY JOHNSON

CO-SPONSORED BY:

AN ORDINANCE AUTHORIZING THE PRESIDING JUDGE OF THE GARFIELD HEIGHTS MUNICIPAL COURT TO ENTER INTO AN AGREEMENT WITH TIMECLOCK PLUS, LLC FOR THE PURCHASE AND LICENSING OF A REMOTE DATA TERMINAL TIMECLOCK SYSTEM AT THE GARFIELD HEIGHTS MUNICIPAL COURT, AND DECLARING AN EMERGENCY

WHEREAS, the City of Garfield Heights ("City") wishes to enter into a forty-eight (48) month agreement with Timeclock Plus, LLC for the purchase and licensing of a Remote Data Terminal timeclock system for use at the Garfield Heights Municipal Court; and

WHEREAS, the total cost of this forty-eight (48) month agreement is \$10,092.22.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Garfield Heights, County of Cuyahoga, the State of Ohio, that:

SECTION 1. The Presiding Judge of the Garfield Heights Municipal Court is hereby authorized and directed to enter into an agreement with Timeclock Plus, LLC, attached hereto as Exhibit A, for purchase and licensing of a Remote Data Terminal timeclock system for the Garfield Heights Municipal Court at a cost not to exceed \$12,000.00.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purposes stated in Section 1. hereof, said vouchers to be charged to the appropriate fund.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption by Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: 2-24-2025

APPROVED: Matthew A. Burke
MAYOR

ATTEST: Lottie Overly
CLERK OF COUNCIL

Avery Johnson
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 2-24-2025



TimeClock Plus, LLC
PO Box 913377
Denver, CO. 80291-3377

INVOICE

Invoice	Customer	Invoice Date	Due Date
INV00394724	A00019664 Garfield Heights Municipal Court	01/06/2025	02/05/2025

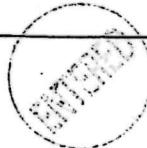
Bill To	Ship To
Garfield Heights Municipal Court Amy Anter 5555 Turney Road Cleveland, Ohio 44105	Garfield Heights Municipal Court Amy Anter 5555 Turney Road Cleveland, Ohio 44105

Sales Rep	Payment Term	PO Number	Remit To
Daisha Green	Net 30		Bank: Wells Fargo Account: 3993679327 ACH Routing: 111900659 Wire Routing: 121000248

Description	Ordered	Unit Cost	Total
Hardware S&H Per Unit 01/03/2025-01/03/2025	1	40.00	\$40.00
RDT + Camera 01/03/2025-01/03/2025	1	1,743.20	\$1,743.20
Enterprise License Annual Charge 01/03/2025-01/02/2026	37	86.40	\$3,196.80
Hardware Support & Maintenance 01/03/2025-01/02/2026	1	392.22	\$392.22
Implementation Services Prepaid Hours 01/03/2025-01/03/2025	20	236.00	\$4,720.00

Notes:

SCANNED



Gross Amount	\$10,092.22
Tax	\$807.37
Total	\$10,899.59
Credits	\$0.00
Payments	
Invoice Balance	\$10,899.59
Currency	USD



ABCDEFGHIJKLMNPQRSTUVWXYZTIMECLOCK PLUS,

LLC

1 TIMECLOCK DRIVE
SAN ANGELO, TX 76904

QUOTE # : Q039926

CONTRACT START DATE : 01/02/2025

CLIENT INFORMATION

Shipping Method:

Purchased for: Garfield Heights Municipal Court
Bill To: Garfield Heights Municipal Court

Contract Contact Name: Amy Anter

Contract Contact Email: aanter@ghmc.org

Billing Address: 5555 Turney Road
Cleveland, Ohio 44105
United States

Billing Contact Name: Amy Anter

Billing Contact Email: aanter@ghmc.org

Billing Contact Phone: 2164751900

BILLING TERMS

INITIAL TERM	RENEWAL TERM	PAYMENT TERM	PAYMENT METHOD
48 MONTHS	48 MONTHS	NET 30	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ORDER TOTAL
ENTERPRISE LICENSE ANNUAL CHARGE	\$86.40	37	RECURRING	\$3,196.80
OVERAGE ENTERPRISE LICENSE ANNUAL CHARGE	\$108.00		USAGE	\$0.00
HARDWARE SUPPORT & MAINTENANCE	\$392.22	1	RECURRING	\$392.22
RDT + CAMERA	\$1,743.20	1	ONE-TIME	\$1,743.20
IMPLEMENTATION SERVICES PREPAID HOURS	\$236.00	20	ONE-TIME	\$4,720.00
HARDWARE S&H	\$40.00	1	ONE-TIME	\$40.00

SUBTOTAL	\$10,092.22
TAXES	\$807.37
GRAND TOTAL	\$10,899.59
CURRENCY	USD

QUOTE EXPIRATION DATE : 12/20/2024

*DAW
4-20-24*

**SPECIAL TERMS: CYBER 2024 DISCOUNTS- ONLY TIME ONLY
ADD MOBILE APP**

SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP"), a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") found at: <https://www.tcpsoftware.com/legal>

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date" within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client

TimeClock Plus, LLC

By:



By:

/tcpSignature/

Name:

Daniel J. Nicastri

Name:

/tcpName/

Title:

President, TCP

Title:

/tcpTitle/

Remit To Code: TIMEC050

Vendor: TIMECLOCK PLUS, LLC

02/10/2025

0000131842

INVOICE NUMBER	DATE	PO NUMBER	DESCRIPTION	ACCOUNT	NET AMOUNT
INV00394724	1/6/2025	2024-02425	Annual Lease	226-5900-53010	10,092.22

GAAP CONVERSION

The City of Garfield Heights

TOTAL

10,092.22

THIS DOCUMENT CONTAINS SECURITY FEATURES - SEE BACK FOR DETAILS



The City of Garfield Heights
5407 Tumey Road
Garfield Heights, Ohio 44125

KEY BANK NATIONAL ASSOCIATION
CLEVELAND, OHIO

No. 0000131842

6-103/410

DATE

02/10/2025

VOID AFTER 90 DAYS

PAY

VOID VOID VOID VOID VOID VOID VOID VOID

\$***10,092.22

TO THE: TIMECLOCK PLUS, LLC
ORDER OF: 1 TIME CLOCK DRIVE
SAN ANGELO, TX 76904

NON-NEGOTIABLE



TCP Services Agreement

THIS TCP SERVICES AGREEMENT (the "Agreement") is entered into as of _____ ("Effective Date"), by and between TimeClock Plus, LLC, a Delaware limited liability company with its principal office located at 1 Time Clock Drive, San Angelo, TX 76904 ("TCP"), and _____, with its principal office located at _____ ("Client").

WHEREAS TCP and Client (the "Parties") desire to enter into this Agreement for the provision of hosted services by TCP to Client, as provided herein.

NOW, THEREFORE, in reliance on the mutual covenants, promises, representations, and agreements set forth herein, the Parties agree as follows:

1. Definitions.

1.1 "Active License" means an Employee or Designated User that has not been marked as either terminated or suspended within TCP Services for whom Client is required to pay a fee under this Agreement.

1.2 "Affiliate" means any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by, or under common control with a Party.

1.3 "Biometric Data" means any information based on an individual's retina or iris scan, fingerprint, voiceprint, or scan of hand or face geometry, which is used to identify an individual, regardless of how it is captured, converted, stored, or shared.

1.4 "Client Data" means all of Client's data processed or stored by or transmitted to TCP in connection with the TCP Services, including, without limitation, all Personal Data contained therein.

1.5 "Designated User" means an individual Employee who is authorized by Client to access the administrative features of the TCP Services, and whose Personal Data may be processed or stored by or transmitted to TCP in connection with the TCP Services.

1.6 "Employee" means Client's individual employee, manager, administrator, worker, consultant, substitute, or contractor.

1.7 "Hardware Support and Maintenance Agreement" means any agreement that extends services to current TimeClock Plus terminals, clocks, and biometric devices, and maintenance releases for related products purchased or licensed by the Client from TCP or a registered reseller, as applicable.

1.8 "Initial Term" has the meaning set forth in Section 10.

1.9 "Monthly License Fee" means TCP's then current fees applicable for each of Client's Active Licenses based on the aggregated Permissions to access and use the TCP Services measured over the course of each calendar month, as outlined on an invoice or Order Form. This fee may be prorated during the first month of the Initial Term and prorated for the last month of the Initial Term.

1.10 "Order Form" means a written document, including, but not limited to, a TCP issued invoice, a TCP issued order form, or a Client issued purchase order, which has been mutually agreed upon and executed by the Parties for ordering products and/or services, and which expressly incorporates the terms of this Agreement.

1.11 "Permissions" means the permission(s) granted to Client's Employees to access features within TCP Services, as outlined on an invoice or Order Form. Permissions are applied within the TCP Services by Client's Designated Users.

1.12 "Personal Data" means any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular Employee or Designated User.

1.13 "Privacy Policy" means TCP's Global Data Privacy Policy located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.14 "Service Level Agreement" means the Service Level Agreement that serves as an addendum to this Agreement. The Service Level Agreement is located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.15 "Subprocessor" means any third-party entity that processes Personal Data on behalf of TCP and to which TCP discloses Personal Data for a business purpose pursuant to a written contract, provided that the contract prohibits such entity from retaining, using, or disclosing the Personal Data for any purpose other than for the specific purpose of performing the services identified in such contract.

1.16 "Supported Hardware" means any hardware purchased or leased from TCP that is coverable under a Hardware Support and Maintenance Agreement located at <https://www.tcpsoftware.com/legal>, as updated from time to time.

1.17 "TCP Services" means the TCP software application(s) hosted by TCP in accordance with TCP's then-current hosting environment, any associated documentation, and any ancillary services described in this Agreement or an Order Form.

1.18 "TCP Technology" means the computer hardware, software, and other tangible equipment and intangible computer code contained therein used by TCP in the provision of the TCP Services.

1.19 "Term" has the meaning set forth in Section 10.

1.20 **Use Fees** means the fees set forth on the applicable invoice or Order Form, including, but not limited to, Monthly License Fees and Hardware Support and Maintenance Agreement Fees.

2. **Delivery of Services.**

2.1 **TCP Services**. Subject to the terms and conditions of this Agreement and the Privacy Policy, TCP grants to Client, its Affiliates and their Designated Users a limited, non-transferable (except in compliance with Section 22), nonexclusive right and subscription license to access and use the TCP Services during the Term only for the internal business purposes of processing, storing, and maintaining Client Data. TCP shall provide to Client the TCP Services during the Term in accordance with the terms and conditions of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form.

2.2 **Client Responsibilities**. Client's use of the TCP Services is subject to the terms of this Agreement, the Privacy Policy, the Service Level Agreement, the Hardware Support and Maintenance Agreement (if applicable), and any additional terms outlined in an Order Form. The aforementioned documents are available to view at <http://www.tcpsoftware.com/legal>.

2.2.1 **Access**. Client is responsible for maintaining the confidentiality of Client's account and password and for restricting access to its computer systems, and Client agrees to accept responsibility for all activities that occur under Client's account or password, including but not limited to any acts or omissions by Designated Users. Client shall inform each Designated User of the terms and conditions governing such Designated User's use of the TCP Services as set forth herein and shall cause each Designated User to comply with such terms and conditions.

2.2.2 **Restrictions on Use**. Client acknowledges and agrees that Client will not use the TCP Services for the benefit of any third party. Client agrees not to, not to attempt to, nor allow any third party to: (i) use the TCP Services in any manner that could damage, disable, overburden, or impair TCP's servers or networks or interfere with any other party's use and enjoyment of the TCP Services; (ii) attempt to gain unauthorized access to any services, user accounts, computer systems, or networks through hacking, password mining, or any other means; (iii) copy, distribute, rent, lease, lend, sublicense, transfer the TCP Services, make the TCP Services available to any third party, or use the TCP Services on a service bureau or time sharing basis, (iv) decompile, reverse engineer, or disassemble the TCP Services or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats, or programming interfaces of the TCP Services, (v) create derivative works based on the TCP Services; (vi) modify, remove, or obscure any copyright, trademark, patent, or other notices or legends that appear on the TCP Services or during the use and operation thereof; (vii) publicly disseminate performance information or analysis (including benchmarks) relating to the TCP Services; or (viii) use the TCP Services in a manner which violates or infringes any laws, rules, regulations, third party intellectual property rights, or third party privacy rights.

Client may not use any automated means, including agents, robots, scripts, or spiders to access or manage the TCP Services, except solely to the extent as may be specifically enabled and authorized by TCP in writing. TCP may take any legal and technical measures to prevent the violation of this provision and to enforce this Agreement.

2.3 Third Party Services.

2.3.1 Client may require the TCP Services to interoperate with platforms or other online services operated by third parties ("Third-Party Platforms") pursuant to an agreement between TCP and the operators of such Third-Party Platforms, an agreement between Client and the operators of such Third-Party Platforms, or through application programming interfaces ("APIs") or other means of interoperability which are generally made available by such operators.

2.3.2 As applicable, Client hereby grants TCP the limited right to access such Third-Party Platforms with Client's credentials and on behalf of the Client in connection with the performance of the TCP Services. Client acknowledges and agrees that TCP's agreements with the operators of such Third-Party Platforms and the terms governing the use of APIs may be modified, suspended, or terminated at any time, and TCP shall have no liability with respect to any such modification, suspension, or termination. Client is responsible for ensuring that its use of the TCP Services in connection with any Third-Party Platform, and TCP's access to such Third-Party Platforms on Client's behalf, complies with all agreements and terms applicable to such Third-Party Platform.

2.4 Client Data.

2.4.1 General. Client hereby grants TCP a worldwide, royalty-free, non-exclusive, limited license to use, host, copy, transmit, display, modify, and create derivative works of Client Data for the express purpose of providing the TCP Services. Client acknowledges and agrees that it will determine the means and purposes of processing Client Data and that TCP acts solely as a service provider that processes Client Data on behalf of and at the direction of Client for the sole purpose of performing the TCP Services under this Agreement. Client is responsible for ensuring that all Designated Users who provide instructions to TCP on Client's behalf are authorized. Client shall have sole responsibility for the accuracy, quality, content, legality, and use of Client Data and the means by which any Personal Data is obtained from Designated Users and Employees and transferred to TCP, and Client is solely responsible for any transfer of Personal Data to any third-party data controller or data processor (e.g., human resources or payroll application), and TCP shall have no liability in connection therewith. Client agrees to implement data protection-related procedures that will not be less protective than those imposed on TCP by this Agreement and the Privacy Policy.

2.4.2 Restrictions on TCP's Processing of Client Data. TCP is expressly prohibited from processing any Client Data for any purpose other than for the specific purpose of performing the TCP Services unless requested by Client or required by applicable law. TCP is prohibited from selling Personal Data under any circumstances

and for any purpose. No other collection, use, disclosure, or transfer (except to Subprocessors in accordance with Section 22) of Client Data is permitted without Client's express prior written instruction. TCP acknowledges and agrees that it understands and will comply with each of the restrictions and obligations set forth in this Section 2.4.2.

2.4.3 Subprocessors. TCP has appointed Subprocessors for the purpose of providing data hosting and security services. Client acknowledges and agrees that Subprocessors may process Client Data in accordance with the terms of this Agreement, the Privacy Policy and any Order Form. TCP's agreements with its Subprocessors impose data protection-related processing terms on such Subprocessors that are no less protective than the terms imposed on TCP in this Agreement and the Privacy Policy. The Privacy Policy contains an overview of the categories of Subprocessors involved in the performance of the relevant TCP Services. The appointment of a Subprocessor to perform part or all the TCP Services hereunder shall not relieve TCP of any liability under this Agreement.

3. Data Security.

3.1 Security Standards.

3.1.1 TCP shall implement reasonable security procedures consistent with industry standards to protect Client Data from unauthorized access, including without limitation (i) industry-standard encryption of data at rest within TCP's data centers; (ii) web application firewalls; (iii) virus detection and anti-virus software; (iv) authentication techniques, such as user names and passwords, or authorization formats, which limit access to particular TCP personnel; and (v) additional security controls consistent with SOC 2 Type II reporting standards.

3.1.2 The Parties shall implement administrative, technical and physical security procedures consistent with industry standards and applicable data protection laws to protect Client Data from unauthorized access, including by adopting access policies that prevent the internal sharing or inadvertent communication of login credentials.

3.1.3 Client is responsible for reviewing the information made available by TCP relating to data security and making an independent determination as to whether the TCP Services meet Client's requirements and obligations under applicable data protection laws. Client acknowledges that data security measures taken by TCP are subject to technical progress and development and TCP may update or modify such security measures from time to time, provided that such updates and modifications do not result in the degradation of the overall security of the TCP Services.

3.2 Security Breach Notifications. TCP will promptly report to Client any unauthorized access to Client Data within TCP's or its Subprocessors' systems upon discovery and in accordance with applicable data breach notification laws. TCP will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. TCP's notification of or response to any security incident under this

Section 3.2 shall not be construed as an acknowledgment by TCP of any fault or liability with respect to such security incident.

3.3 Data Backup and Retention. TCP shall undertake commercially reasonable efforts to backup Client Data with a restore point objective of twenty-four (24) hours. Client Data shall be backed up and retained in accordance with TCP's retention policy as set forth in the Privacy Policy.

4. **Data Privacy**. TCP will process Employee Personal Data in accordance with the terms of this Agreement, the Privacy Policy and all applicable data protection laws. Client must maintain its own data collection, disclosure, retention, and storage policies in compliance with applicable law.

4.1 Biometric Data. To the extent that Client collects, captures, stores, or otherwise uses Biometric Data relating to an individual, Client must (i) first inform the individual from whom Biometric Data will be collected, in writing and prior to collecting his or her Biometric Data, that Biometric Data is being collected, stored, and/or used; (ii) indicate, in writing, the specific purpose(s) (which may not be other than employment-related purposes) and length of time for which Biometric Data is being collected, stored, and/or used; and (iii) receive a written release from the individual (or his or her legally authorized representative) authorizing the Client, TCP, TCP's third-party service providers (who are subject to restrictions no less restrictive than those imposed on TCP herein) to collect, store, and/or use the Biometric Data and authorizing the Client to disclose such Biometric Data to TCP and TCP's third-party service providers

4.2 Requests. Client agrees to adopt a commercially reasonable policy for managing data requests from Designated Users and Employees, which policy shall safeguard the rights of such data subjects and respect the original purpose of such data collection. Client, as the Party which determines the means and purposes for processing Client Data, shall be responsible for receiving, investigating, documenting, and responding to all Designated User and Employee requests for inspection or erasure of Personal Data.

4.3 Assistance. If Client receives a request from a Designated User or Employee to exercise such individual's rights under applicable data protection laws, and Client requires TCP's assistance to respond to such request in accordance with applicable data protection laws, TCP shall assist the Client by providing any necessary information and documentation that is under TCP's control. TCP shall be given reasonable time to assist the Client with such requests in accordance with applicable law.

4.4 Client's Privacy Policy. Where required by law, Client agrees to adopt a privacy policy in alignment with this Agreement and all applicable laws governing the collection, use, transfer and retention of Personal Data. Client agrees to provide TCP, upon reasonable request, Client's adopted privacy policy.

5. Confidential Information.

5.1 Each Party (the "Receiving Party") acknowledges that it will have access to certain confidential information of the other Party (the "Disclosing Party") concerning the Disclosing Party's business, plans, customers, software, technology and products, other information held in confidence by the Disclosing Party, and Personal Data. In addition, a Disclosing Party's confidential information will include (i) all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential, and (ii) the TCP Technology and related algorithms, logic, design, specifications, and coding methodology, and to the extent permitted by law, the terms and conditions of this Agreement, but not its existence (all of the foregoing being referred to as "Confidential Information").

5.2 The Receiving Party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or required to achieve the purposes of, this Agreement, nor disclose to any third party (except as required by law or to that party's attorneys, accountants and other advisors as reasonably necessary), any of the Disclosing Party's Confidential Information, and will take reasonable precautions to protect the confidentiality of such Confidential Information in at least the same manner as is necessary to protect its own Confidential Information and in accordance with applicable data protection laws. To the extent that the Receiving Party is permitted to retransmit any Confidential Information it receives from the Disclosing Party, the mode of retransmission must be at least as secure as the mode by which the Disclosing Party transmitted the Confidential Information to the Receiving Party.

5.3 Information will not be deemed Confidential Information hereunder if such information: (i) is known to the Receiving Party prior to receipt from the Disclosing Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, whether directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information.

6. Cooperation With Authorities. If either Party is requested to disclose all or any part of any Confidential Information under a subpoena or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency or legislative body or committee, the Receiving Party shall (i) immediately notify the Disclosing Party of the existence, terms and circumstances surrounding such request; (ii) consult with the Disclosing Party on the advisability of taking legally available steps to resist or narrow such request and cooperate with the Disclosing Party on any such steps it considers advisable; and (iii) if disclosure of the Confidential Information is required or deemed advisable, exercise its best efforts to obtain an order, stipulation or other reasonably acceptable assurance that the Confidential Information or part thereof required to be disclosed shall retain its confidentiality and remain otherwise subject to this Agreement.

Although TCP will not systematically monitor the Client Data, TCP reserves the right, upon prior written notice to Client, to remove access to Client Data to comply with applicable law, provided, however, that access to such Client Data will be restored upon a mutual determination of the Parties that such Client Data is in compliance with, or has been modified to be in compliance with, applicable law.

7. Supplemental Services; Master Agreement.

7.1 TCP may provide to Client supplemental services in accordance with a Statement of Work or a separate services agreement.

7.2 Client may elect to purchase additional products and services via Order Forms from time to time. The Parties agree that this Agreement is a master agreement such that additional transactions, excluding leased hardware, will be governed by the terms and conditions hereof. Pricing for additional transactions shall be in accordance with TCP's then-current pricing schedule. Client agrees that absent TCP's express written acceptance thereof indicated by execution by an officer of TCP, the terms and conditions contained in any purchase order or other document issued by Client to TCP for the purchase of additional services, shall not be binding on TCP to the extent that such terms and conditions are additional to or inconsistent with those contained in this Agreement.

7.3 Hardware purchased from TCP and incorporated into TCP Services requires the purchase of a Hardware Support and Maintenance Agreement, which shall be renewed for the term of this Agreement.

8. Use Fees.

8.1 In consideration for the performance of the TCP Services, Client shall pay TCP the Use Fees. During the Term, Client will be billed in advance an amount equal to charges as indicated in the applicable invoice or Order Form. All other charges for TCP Services received and expenses incurred during a month will be billed at the end of the month in which the TCP Services were provided. Payment by Client for all Use Fees is due upon receipt of each TCP invoice, and in no event shall such payment be received by TCP later than thirty (30) days after the invoice, except in cases where a Net Terms Agreement has been authorized by TCP. All payments will be made to TCP in U.S. dollars.

8.2 TCP Services charges will be equal to the number of total Active Licenses multiplied by the Monthly License Fee which is based on the aggregated Permissions for each Active License. Client is responsible for Monthly License Fees for the maximum number of Active Licenses during any calendar month. Client may add additional Employees, Designated Users and Permissions as desired each month by paying the Monthly License Fees on the next billing cycle. Client agrees to promptly update the status in the TCP Services for any Active License which has been terminated or suspended.

8.3 Employees and Designated Users added at any time during a calendar month will be charged in full for that billing period. Because Client is billed in advance for TCP Services, if Client increases its Active License count or increases Permissions during a calendar month, Client will receive an invoice reflecting the increased Active License count with overage charges incurred from the previous month and prorated over the number of months remaining in the Term.

8.4 Hardware Support and Maintenance charges will be equal to the percentage set forth in the applicable Hardware Support and Maintenance Agreement multiplied by the total purchase price of the Supported Hardware.

8.5 Except as set forth in Section 8.6 of this Agreement, after the first anniversary of this Agreement, TCP may increase the Use Fees at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

8.6 Client may prepay greater than one (1) year with TCP Services and, in doing so, suspend any increase in Use Fees until expiration of the Initial Term. After the Initial Term, TCP may increase the Use Fees by no more than 10% at any time effective thirty (30) days after providing notice to Client; provided, however, that any such increase will not occur more than once in a consecutive twelve (12) month period.

9. Taxes. As applicable, Client shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, whether federal, state or local, however named, arising out of the transactions contemplated by this Agreement, except that Client shall not be liable for taxes based on TCP's aggregate income.

10. Term; Guaranteed Payment. This Agreement commences on the Effective Date and, unless terminated earlier in accordance with Section 11, will remain in effect for the term specified in the applicable Order Form ("Initial Term") and then shall automatically renew for subsequent terms consistent with the Initial Term thereafter, unless either Party gives written notice of non-renewal at least thirty (30) days prior to the end of the then current term (the Initial Term and subsequent renewal terms being referred to as the "Term"). For avoidance of doubt, except as otherwise set forth in the terms and conditions of this Agreement, all fees mutually agreed to in an Order Form are committed and non-cancelable.

11. Termination for Cause. A Party may terminate this Agreement for cause if (i) the other Party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, or in the case of failure to pay Use Fees, thirty (30) days; (ii) the other Party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors; or (iii) the other Party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors, and such petition or proceeding is not dismissed within sixty (60) days of

filing. Notwithstanding the foregoing, if a material breach by Client, by its nature, cannot be cured, TCP may terminate this Agreement immediately.

12. Effect of Termination. Without prejudice to any right or remedy of a Party with respect to the other Party's breach hereunder, upon the effective date of any termination of this Agreement:

12.1 TCP's obligation to provide the TCP Services shall immediately terminate;

12.2 after such termination and upon Client's reasonable request, no later than thirty (30) days from termination, TCP shall provide Client Data to Client in a SQL database file format; and

12.3 within thirty (30) days of such termination, each Party will destroy or return all additional Confidential Information of the other Party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement.

13. Intellectual Property Ownership. Subject to the limited rights expressly granted hereunder, TCP reserves all right, title, and interests in and to the TCP Services and TCP Technology, including all intellectual property rights embodied therein, which shall remain the sole and exclusive property of TCP or its licensors. No rights are granted to Client hereunder other than as expressly set forth herein. This Agreement does not transfer from TCP to Client any ownership interest in the TCP Services or TCP Technology and does not transfer from Client to TCP any ownership interest in Client Data.

14. Client Representations and Warranties.

14.1 Client represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of Client's obligations and use of the TCP Services by Client, its Designated Users and Employees will not violate any applicable laws, including all applicable domestic and international data protection laws, or cause a breach of duty to any third party, including Employees.

14.2 Client represents and warrants that all Personal Data included in the Client Data has been collected from all Employees and Designated Users and will be transferred to TCP in accordance with all applicable data protection laws, including, but not limited to, the EU General Data Protection Regulation 2016/679 and the Illinois Biometric Information Privacy Act, to the extent applicable. Client acknowledges and agrees that (i) TCP is a service provider and processes Client Data solely on behalf of and at the direction of Client, and exercises no control whatsoever over the content of the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP, and (ii) it is the sole responsibility of Client to ensure that the Client Data passing through the TCP Services or that is otherwise transferred by Client to TCP complies with all applicable laws and regulations, whether now in existence or hereafter enacted and in force.

14.3 Client represents and warrants that its Affiliates' use of the TCP Services, if any, shall not relieve Client of any liability under this Agreement, and Client shall be responsible and liable for the acts and omissions of its Affiliates hereunder as if performed or omitted by Client.

14.4 In the event of any breach of any of the foregoing representations or warranties in this Section 14, in addition to any other remedies available at law or in equity, TCP will have the right to suspend immediately any TCP Services if deemed reasonably necessary by TCP to prevent any harm to TCP and its business. TCP will provide notice to Client and an opportunity to cure, if practicable, depending on the nature of the breach. Once cured, TCP will promptly restore the TCP Services.

15. TCP Representations and Warranties. TCP represents and warrants that (i) it has the legal right to enter into this Agreement and perform its obligations hereunder, and (ii) the performance of its obligations and delivery of the TCP Services to Client will not violate any applicable laws or regulations of the United States or cause a breach of any agreements between TCP and any third parties.

16. Mutual Representations and Warranties. Each Party represents and warrants that it has implemented a comprehensive written information security program that includes appropriate administrative, technical and physical safeguards to: (i) ensure the safety and confidentiality of Personal Data; (ii) protect against unauthorized access to and use of Personal Data; (iii) protect against anticipated threats or hazards to the security or integrity of Personal Data, and (iv) comply with applicable data protection laws.

17. Limited Warranty. TCP represents and warrants that the TCP Services and related products, as described with this Agreement, will perform in accordance with all TCP published documentation, contract documents, contractor marketing literature, and any other communications attached to or referenced in this Agreement and that the TCP Services will be free of errors and defects that materially affect the performance of the TCP Services ("Limited Warranty"). Client's sole and exclusive remedy for breach of the Limited Warranty shall be the prompt correction of non-conforming TCP Services at TCP's expense.

18. Warranty Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 17 (LIMITED WARRANTY), THE TCP SERVICES ARE PROVIDED BY TCP ON AN "AS IS" BASIS, AND CLIENT'S USE OF THE TCP SERVICES IS AT CLIENT'S OWN RISK. TCP AND ITS SUPPLIERS DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AGAINST HIDDEN DEFECTS, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TCP DOES NOT WARRANT THAT THE TCP SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. NOTHING STATED OR IMPLIED BY TCP WHETHER THROUGH THE TCP SERVICES OR OTHERWISE SHOULD BE CONSIDERED LEGAL COUNSEL. TCP HAS NO RESPONSIBILITY TO NOTIFY CLIENT OF ANY CHANGES IN THE LAW THAT MAY AFFECT USE OF THE TCP SERVICES. ANY ORAL STATEMENT OR

IMPLICATION BY ANY PERSON CONTRADICTING THE FOREGOING IS UNAUTHORIZED AND SHALL NOT BE BINDING ON TCP. CLIENT ACKNOWLEDGES THAT IN ENTERING INTO THIS AGREEMENT, CLIENT HAS RELIED UPON CLIENT'S OWN EXPERIENCE, SKILL AND JUDGMENT TO EVALUATE THE TCP SERVICES AND THAT CLIENT HAS SATISFIED ITSELF AS TO THE SUITABILITY OF SUCH SERVICES TO MEET CLIENT'S BUSINESS AND LEGAL REQUIREMENTS.

19. Indemnification.

19.1 Client hereby acknowledges and agrees that TCP may not be aware of all rights available to Client's Designated Users or Employees under all data protection regimes. Client, to the extent permitted by law, shall indemnify, defend and hold harmless TCP, its Affiliates, Subprocessors, officers, managers, directors, employees, agents, advisors and other representatives (the "TCP Indemnitees") from and against any lawsuit, liability, loss, cost or expense (including reasonable attorneys' fees) actually incurred or suffered by TCP Indemnitees of every kind and nature to the extent caused by or resulting from (i) any breach of a representation or warranty made by Client under this Agreement; or (ii) a third-party claim made against a TCP Indemnitee arising from or related to Client's failure to comply with any applicable domestic or foreign data protection laws or regulations. Client shall have the right to control any defense provided pursuant to this Section 19.1, provided, however, that Client shall not, without TCP's prior written consent, (A) enter into any settlement or compromise or consent to the entry of any judgment that does not include the delivery by the claimant or plaintiff to the applicable TCP Indemnitee of a written release from all liability in respect of such third party claim, or (B) enter into any settlement or compromise with respect to any third party claim that may adversely affect the applicable TCP Indemnitee other than as a result of money damages or other monetary payments that are indemnified hereunder.

19.2 TCP will indemnify, defend and hold harmless Client and its Affiliates (the "Client Indemnitees") from and against any lawsuit, liability, loss, cost or expense actually incurred or suffered by a Client Indemnitee of every kind and nature to the extent caused by or resulting from a third-party claim made against a Client Indemnitee that the TCP Technology infringes on any U.S. intellectual property right of a third party; provided, however, that TCP is notified in writing of such claim promptly after such claim is made upon Client. TCP shall have the right to control any defense provided pursuant to this Section 19.2. In no event shall Client settle any such claim without TCP's prior written approval. If such a claim is made or if the TCP Technology, in TCP's opinion, is likely to become subject to such a claim, TCP may, at its option and expense, either (i) procure the right to continue using the TCP Technology or portion thereof, or (ii) replace or modify the TCP Technology or portion thereof so that it becomes non-infringing. If TCP determines that neither alternative is reasonably practicable, TCP may terminate this Agreement with respect to the portion of the TCP Technology infringing or alleged to infringe. TCP shall have no liability or obligation under this Section 19.2 if the claim arises from (i) any alteration or modification to the TCP Technology other than by TCP, (ii) any combination of the TCP Technology with other programs or data not furnished by TCP, or (iii) any use of the TCP Technology prohibited by this Agreement or otherwise outside the scope of use for which the TCP Technology is intended.

20. Liability Limitation. Except for claims arising out of Section 19.2 (TCP's Intellectual Property Indemnity) and Section 5 (Confidential Information), in no event shall TCP's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the sum of amounts paid by Client to TCP during the twelve (12) months immediately prior to the date of the claim.

21. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email (provided delivery is confirmed), or U.S. Mail (registered or certified only), return receipt requested, to the address set forth on the initial page hereof.

22. Assignment. This Agreement shall not be assigned by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided, however, that either Party may, without the prior consent of the other, assign all of its rights under this Agreement to (i) such Party's parent company or a subsidiary of such Party, (ii) a purchaser of all or substantially all of such Party's assets related to this Agreement, or (iii) a third party participating in a merger, acquisition, sale of assets or other corporate reorganization in which such Party is participating. This Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

23. Continuing Obligations. Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the expiration or termination hereof, such clauses to include the following: (i) any and all warranty disclaimers, limitations on or limitations of liability and indemnities granted by either Party herein; (ii) any terms relating to the ownership or protection of intellectual property rights or Confidential Information of either Party, or any remedy for breach thereof; and (iii) the payment of taxes, duties, or any money to either Party hereunder.

24. Marketing. During the Term hereof, Client agrees that TCP may publicly refer to Client, orally and in writing, as a customer of TCP. Any other reference to Client by TCP requires the written consent of Client.

25. Force Majeure. Except for the obligation to make payments, neither Party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, terrorism, acts of God, epidemic, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or complete or partial failure of the Internet (not resulting from the actions or inactions of TCP), provided that the delayed Party: (i) gives the other Party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

26. Dispute Resolution. For any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination, interpretation or invalidity thereof or any Invoice, or Order Form, the Parties shall endeavor for a period of two (2) weeks to resolve the Dispute by negotiation. This period may be extended by mutual agreement

of the Parties. In the event the Dispute is not successfully resolved, the Parties agree to submit the Dispute to litigation in a court of competent jurisdiction.

27. Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) IT HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) IT MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 27.

28. Class Action Waiver. THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

29. Applicable Law; Jurisdiction; Limitations Period. This Agreement shall be construed under the laws of the State of Texas, without regard to its principles of conflicts of law. To the extent permitted by law, no action, regardless of form, arising out of this Agreement may be brought by either Party more than one (1) year after the cause of action has arisen.

30. Counterparts; Facsimile Signatures. This Agreement may be executed in multiple counterparts, each of which, when executed and delivered, shall be deemed an original, but all of which shall constitute one and the same instrument. Any signature page of any such counterpart, or any email transmission thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any email transmission of any signature of a Party shall be deemed an original and shall bind such Party.

31. Miscellaneous. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the Parties. In the case of any conflict between this Agreement and the Privacy Policy, the Privacy Policy shall control. The failure of either Party to enforce any of the provisions hereof at any time shall not be a waiver of such provision, any other provision, or of the right of such Party thereafter to enforce any provision hereof. If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary and possible to render it valid and enforceable. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect and be construed and enforced as if such provision had not been included or had been modified as above provided.



FISCAL OFFICER'S CERTIFICATION

Date: February 24, 2025

Ordinance 14-2025

It is hereby certified that the amount, or estimated amount, identified as follows:

Approximately \$12,000.00

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow:

#226 Municipal Court Special Projects Fund

and is free from any obligation, encumbrance, or certification now outstanding.

Barbara Biro
Fiscal Officer/Finance Director

Amended

ORDINANCE NO.: 15-2025

Vote Outcome: Passed
Yes: 7 No: 0
Adopted Date: 2-24-2025
Effective Date: 2-24-2025

SPONSORED BY: ALL OF COUNCIL

CO-SPONSORED BY: MAYOR MATTHEW A. BURKE

AN ORDINANCE PROVIDING FOR AN INCREASE IN COMPENSATION FOR THE CLERK OF COUNCIL, AND DECLARING AN EMERGENCY

WHEREAS, pursuant to Section 111.01 of the Codified Ordinances of the City of Garfield Heights, the Council elects a Clerk of Council whose duties are to have custody of the ordinances, resolutions, files, journals, minutes, and any and all written reports or communications directed to Council, to attend all meetings of Council, to act as Clerk at such meetings, and to publish any and all ordinances and resolutions as required by law;

WHEREAS, the Clerk of Council has not received an increase in pay since the passage of Ordinance 19-2014 on February 24, 2014; and

WHEREAS, this Council has deemed it necessary to update the salary of the Clerk of Council to align with current rates of compensation.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Garfield Heights, County of Cuyahoga, the State of Ohio, that:

SECTION 1. Effective the first full pay period following the passage of this legislation, the annual salary of the Clerk of Council shall be increased from \$12,000.00 to \$18,000.00. *\$16,000.00*

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purpose set forth in Section 1 hereof, said amount to be charged to the appropriate Fund.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare and shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 2-24-2025

APPROVED: Matthew A. Burke
MAYOR

Aug. 2025
PRESIDENT OF COUNCIL

ATTEST: Lottie Overly
CLERK OF COUNCIL

EFFECTIVE DATE: 2-24-2025



FISCAL OFFICER'S CERTIFICATION

Date: February 24, 2025

Ordinance 15-2025

It is hereby certified that the amount, or estimated amount, identified as follows:

Approximately \$18,000.00

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow:

#101 General Fund

and is free from any obligation, encumbrance, or certification now outstanding.

Barbara Biro

Fiscal Officer/Finance Director

ORDINANCE NO.: 16-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: ALL OF COUNCIL

Vote Outcome: Passed
Yes: 7 No: 0
Adopted Date: 2-24-2025
Effective Date: 2-24-2025

AN ORDINANCE AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO EARMARK ARPA FUNDS FOR THE CITY OF GARFIELD HEIGHTS HOME REPAIR GRANT PROGRAM, AND DECLARING AN EMERGENCY

WHEREAS, on August 12, 2024, this Council approved Ordinance 61-2024, authorizing and directing the Mayor to establish a home repair grant program in the City of Garfield Heights ("City"), and to apply for Community Development Supplemental Grant ("CDSG") funds to support the program; and

WHEREAS, in addition to the CDSG funds, the Mayor and Council have requested that the Finance Director earmark an additional \$150,000.00 for the home repair grant program, attached hereto as Exhibit A and incorporated as if fully written within; and

WHEREAS, the Finance Director would like to designate American Rescue Plan ("ARPA") funds for the above-stated purpose.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Garfield Heights, County of Cuyahoga, the State of Ohio, that:

SECTION 1. The Finance Director is hereby authorized and directed to earmark \$150,000.00 in ARPA funds for the City of Garfield Heights Home Repair Grant Program.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City, to be charged to the appropriate fund for the purpose set forth in Section 1. hereof.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption by Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: 2-24-2025

APPROVED: Matthew A. Burke
MAYOR

Amy Johnson
PRESIDENT OF COUNCIL

ATTEST: Lottie Overly
CLERK OF COUNCIL

EFFECTIVE DATE: 2-24-2025



FISCAL OFFICER'S CERTIFICATION

Date: February 24, 2025

Ordinance 16-2025

It is hereby certified that the amount, or estimated amount, identified as follows:

Approximately \$150,000.00

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow:

#223 APRA Fund

and is free from any obligation, encumbrance, or certification now outstanding.

Barbara Biro

Fiscal Officer/Finance Director

ORDINANCE NO.: 17-2025

Vote Outcome: Passed
Yes: 7 No: 0
Adopted Date: 2-24-2025
Effective Date: 2-24-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: ALL OF COUNCIL

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO EXTEND A CONTRACT WITH KIMBLE RECYCLING AND DISPOSAL, INC. FOR CITYWIDE REFUSE AND RECYCLING COLLECTION AND DISPOSAL FOR AN ADDITIONAL 3 YEARS, AND DECLARING AN EMERGENCY

WHEREAS, in Ordinance 28-2021, this Garfield Heights City Council ("Council") authorized the City of Garfield Heights ("City") to enter into a contract with Kimble Recycling and Disposal, Inc. ("Kimble") to provide citywide curbside refuse and recycling collection and disposal services; and

WHEREAS, the City's contract with Kimble is set to terminate on May 31, 2025; and

WHEREAS, the contract allows the City to exercise a three-year extension (agreement attached hereto as Exhibit A), which it would like to do at this time; and

WHEREAS, the extended contract with Kimble would expire on May 31, 2028.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Garfield Heights, County of Cuyahoga, the State of Ohio, that:

SECTION 1. The Mayor or his designee is hereby authorized and directed to extend the City of Garfield Heights' contract with Kimble to provide citywide refuse and recycling collection and disposal for an additional three (3) years, agreement attached hereto as Exhibit A and incorporated as if fully written within.

SECTION 2. The Finance Director is hereby authorized and directed to issue her vouchers of the City, to be charged to the appropriate fund for the purpose set forth in Section 1. hereof.

SECTION 3. Council declares this Ordinance to be an emergency measure necessary for the preservation of the public health, safety and welfare; therefore, this Ordinance shall be in full force and effect immediately upon the adoption by Council and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED: 2-24-2025

APPROVED: Matthew A. Burke
MAYOR

Amy Johnson
PRESIDENT OF COUNCIL

ATTEST: Lottie Overly
CLERK OF COUNCIL

EFFECTIVE DATE: 2-24-2025



Kimble Recycling & Disposal, Inc.
P.O. Box 448
Dover, OH 44622
Phone: (800) 201-0005
Fax: (330) 343-7560
www.kimblecompanies.com

February 14, 2025

Mark Sikon
5407 Turney Rd.,
Garfield Heights, Ohio 44125

RE: *EXTENSION AGREEMENT – OPTION YEARS 1 THROUGH 3*

Dear Mr. Sikon:

Kimble Recycling & Disposal, Inc., (“Kimble”) is pleased to provide the City of Garfield Heights (“Community”) with the following proposed Extension Agreement for the extension of our existing Contract:

WHEREAS, Kimble and the Community originally entered into an agreement for the collection and disposal of solid waste and recyclables on June 3rd, 2021. (hereinafter “Contract”);

WHEREAS, the Contract will expire on May 31st, 2025, and the Community desires to extend the existing term of the Contract until May 31st, 2028, pursuant to the option provision contained in paragraph 1 of the Contract; and

WHEREAS, the parties acknowledge the disposal of residential refuse within the Community is a matter of public safety and public health and that this Extension Agreement is necessary to preserve said public health and safety.

NOW THEREFORE, in consideration of the promises and mutual covenants contained herein and in the Contract, the parties agree as follows:

1. All of the terms, conditions, exhibits, attachments and provisions contained in the Contract are hereby incorporated by reference and shall continue in full force and effect, the same as if they were set forth herein verbatim, except the following terms which shall supersede any conflicting terms in the Contract:
 - a. ***Extended Term.*** The Community hereby exercises the three (3) option years provided in paragraph 1 of the Contract, pursuant to such extension paragraph 1 of the Contract is hereby amended to provide for the term of the Contract to end on May 31st, 2028. (“Extended Term”);

b. **Price.** Paragraph 2 of the Contract is amended to provide the following price for services during the Extended Term:

Residential Rates:

6/1/2025-5/31/2026 - **\$17.62 per home per month**

6/1/2026-5/31/2027 - **\$18.29 per home per month**

6/1/2027-5/31/2028 - **\$18.98 per home per month**

c. **Terms.** All other terms of the Contract not modified herein shall remain binding on the parties during the original term and the Extended Term.

2. All recitals to this Extension Agreement are hereby incorporated by reference and made a part of this Extension Agreement.

3. There are no other terms and conditions governing the matters herein addressed except those expressly contained herein.

4. All defined terms not otherwise defined in this Extension Agreement shall have the meaning set forth in the Contract.

Should you have any questions regarding this proposed contract extension, or require further information, please feel free to contact me at 330-340-8982.

Sincerely,

Brett Fegan
Northern Municipal Sales Manager
Kimble Recycling & Disposal, Inc.

ACCEPTANCE OF EXTENSION AGREEMENT

The undersigned hereby accept the terms of this EXTENSION AGREEMENT as prepared and presented to The City of Mayfield Heights this _____ day of _____, 2025. By signing the acceptance of this EXTENSION AGREEMENT, the individuals warrant that they have the authority to bind the respective parties in this Agreement.

Accepted by:

KIMBLE RECYCLING & DISPOSAL, INC.

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet this Agreement has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Name: _____

Title: _____

Date: _____



FISCAL OFFICER'S CERTIFICATION

Date: February 24, 2025

Ordinance 17-2025

It is hereby certified that the amount, or estimated amount, identified as follows:

Approximately \$205,000.00 per month for year 2025-2026

Approximately \$210,500.00 per month for year 2026-2027

Approximately \$218,300.00 per month for year 2027-2028

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow:

#101 General Fund

and is free from any obligation, encumbrance, or certification now outstanding.

Barbara Biro

Fiscal Officer/Finance Director

RESOLUTION NO.: 06-2025

Passed
Vote Outcome: Yes: 7 No: 0
Adopted Date: 2-24-2025
Effective Date: 2-24-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: ALL OF COUNCIL

A RESOLUTION DECLARING SUPPORT FOR THE PRESERVATION OF THE FEDERAL TAX EXEMPTION OF MUNICIPAL BONDS, AND DECLARING AN EMERGENCY

WHEREAS, the tax-exempt municipal bond market is a widely used source of capital for states, local governments, tribes, territories, and non-profit borrowers that finances a tremendous share of the nation's public infrastructure; and

WHEREAS, state and local governments finance about three-quarters of the public infrastructure in the United States and use tax-exempt bonds to do so, with the federal government providing only about one-quarter of the investment; and

WHEREAS, federal tax exemption for municipal bonds, dating back to the 1800s and incorporated into the modern tax code in 1913, has been crucial for state and local governments to affordably finance critical infrastructure projects; and

WHEREAS, tax-exempt bonds offer borrowers to achieve a multiplier effect of 2.11, meaning that for every dollar, borrowers achieve \$2.11 in borrowing cost savings thereby demonstrating the efficiency and effectiveness of this exemption in facilitating infrastructure investment; and

WHEREAS, tax-exempt bonds provide for essential infrastructure projects, such as roads, bridges, utilities, broadband, water and sewer systems, and hospitals, which are vital to the health and well-being of our community such that without such bonds, the cost of borrowing would be more expensive thereby causing an increase in taxes and fees that would place an undue burden on taxpayers; and

WHEREAS, the Garfield Heights City Council ("Council") finds and determines that tax-exempt municipal bonds provide an opportunity for economic development along its path, better facilitate the movement of agriculture products, equipment, and other goods, and increase safety.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Garfield Heights, County of Cuyahoga, the State of Ohio, that:

SECTION 1. The City of Garfield Heights encourages the State of Ohio Congressional Delegation to assist the City of Garfield Heights by preserving the tax-exempt status of municipal bonds by supporting and ensuring the protection of the federal tax exemption of municipal bonds

SECTION 2. The Clerk of Council is hereby authorized and directed to transmit a copy of this Resolution to all members of the State of Ohio Congressional Delegation.

SECTION 3. Council declared this Resolution to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare and shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 2-24-2025

APPROVED: Mark A. B.
MAYOR

Amy Johnson
PRESIDENT OF COUNCIL

ATTEST: Lotte Overly
CLERK OF COUNCIL

EFFECTIVE DATE: 2-24-2025

Vote Outcome: Passed
Yes: 7 No: 0
Adopted Date: 2-24-2025
Effective Date: 2-24-2025

RESOLUTION NO.: 07-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR OR HIS DESIGNEE TO DO ALL THINGS NECESSARY TO APPLY FOR AND ACCEPT THE NORTHEAST OHIO PUBLIC ENERGY COUNCIL'S ENERGIZED COMMUNITY GRANT(S) FOR THE YEAR 2025, AND DECLARING AN EMERGENCY

WHEREAS, in Ordinance 14-2018, the City of Garfield Heights ("City") entered into an agreement with Northeast Ohio Public Energy Council ("NOPEC") to receive grant funding through its Energized Community Grant Program; and

WHEREAS, as a member of NOPEC, the City is eligible for one or more NOPEC Energized Community Grant(s) in 2025; and

WHEREAS, this year, the City is eligible to receive \$54,634.00; and

WHEREAS, the City also has \$16,127.00 in funding escrowed with NOPEC; and

WHEREAS, in the event Council passes this legislation and the City receives grant funding, the terms of the agreement entered into in Ordinance 14-2018 shall remain in effect for the 2025 calendar year.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Garfield Heights, County of Cuyahoga, the State of Ohio, that:

SECTION 1. This Council hereby authorizes and directs the Mayor or his designee to do all things necessary to apply for and accept the NOPEC Energized Community Grant(s) for the year 2025.

SECTION 2. Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

SECTION 3. The Finance Director is hereby authorized and directed to issue her vouchers of the City for the purpose set forth in Section 1 hereof, said amount to be charged to the appropriate Fund.

SECTION 4. Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public health, safety, and welfare and shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 2-24-2025

APPROVED: Matthew A. Burke
MAYOR

ATTEST: Lottie Overly
CLERK OF COUNCIL

Avery Johnson
PRESIDENT OF COUNCIL

EFFECTIVE DATE: 2-24-2025

RESOLUTION NO.: 08-2025

Vote Outcome: Passed
Yes: 6 No: 0 Abstain: 1
Adopted Date: 2-24-2025
Effective Date: 2-24-2025

SPONSORED BY:
CO-SPONSORED BY:

MAYOR MATTHEW A. BURKE
COUNCIL PRESIDENT AVERY JOHNSON

A RESOLUTION RATIFYING THE MAYOR'S APPOINTMENT OF KENDRA CHATBURN TO THE BOARD OF ZONING APPEALS OF THE CITY OF GARFIELD HEIGHTS TO COMPLETE THE UNEXPIRED TERM OF FORMER MEMBER JOYCE TUBBS, AND DECLARING AN EMERGENCY

WHEREAS, in Ordinance 30-2023, this Garfield Heights City Council ("Council") ratified the Mayor's appointment of Joyce Tubbs to the Board of Zoning Appeals ("BZA") for a term that commenced on January 1, 2024, and was set to expire on December 31, 2028; and

WHEREAS, Joyce Tubbs has since resigned from the BZA; and

WHEREAS, the City of Garfield Heights would like to appoint Kendra Chatburn to the BZA to complete the unexpired term of Joyce Tubbs.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Garfield Heights, County of Cuyahoga, the State of Ohio, that:

SECTION 1. The appointment of Kendra Chatburn to the Zoning Board of Appeals of the City of Garfield Heights to complete the unexpired term of Joyce Tubbs, effective immediately and ending on December 31, 2028, is hereby ratified and approved by this Council.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, safety, health and welfare of the citizens of the City of Garfield Heights, Ohio and to enable the Zoning Board of Appeals of the City of Garfield Heights, Ohio to function as prescribed by law and the City Charter, and shall be in full force and effect from and after its passage and approval by the Mayor, otherwise at the earliest period allowed by law.

PASSED: 2-24-2025

APPROVED: Matthew A. Burke
MAYOR

Avery Johnson
PRESIDENT OF COUNCIL

ATTEST: Lottie Overly
CLERK OF COUNCIL

EFFECTIVE DATE: 2-24-2025



FISCAL OFFICER'S CERTIFICATION

Date: February 24, 2025

Resolution 08-2025

It is hereby certified that the amount, or estimated amount, identified as follows:

Approximately \$1,500.00 per year

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow:

#101 General Fund

and is free from any obligation, encumbrance, or certification now outstanding.

Barbara Biro

Fiscal Officer/Finance Director

Vote Outcome: Passed
Yes: 7 No: 0
Adopted Date: 2-24-2025
Effective Date: 2-24-2025

RESOLUTION NO.: 09-2025

SPONSORED BY: MAYOR MATTHEW A. BURKE
CO-SPONSORED BY: COUNCIL PRESIDENT AVERY JOHNSON

A RESOLUTION RATIFYING THE MAYOR'S APPOINTMENT OF JENNA LUNGER TO THE RECREATION BOARD OF THE CITY OF GARFIELD HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, in Ordinance 36-2022, this Garfield Heights City Council ("Council") ratified the Mayor's appointment of Rodney Stephens to the Recreation Board of the City of Garfield Heights ("City") for a two-year term that commenced on January 1, 2023 and expired on December 31, 2024; and

WHEREAS, to fill the vacancy left by this expiration, the City would like to appoint Jenna Lunger to the Recreation Board to a six-year term, commencing January 1, 2025 and ending on December 31, 2030.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Garfield Heights, County of Cuyahoga, the State of Ohio, that:

SECTION 1. The appointment of Jenna Lunger to the Recreation Board of the City of Garfield Heights for the term commencing on January 1, 2025 and ending on December 31, 2030, is hereby ratified and approved by this Council.

SECTION 2. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, safety, health and welfare of the citizens of the City of Garfield Heights, Ohio and to enable the Zoning Board of Appeals of the City of Garfield Heights, Ohio to function as prescribed by law and the City Charter, and shall be in full force and effect from and after its passage and approval by the Mayor, otherwise at the earliest period allowed by law.

PASSED: 2-24-2025

APPROVED: Matthew A. Burke
MAYOR

Avery Johnson
PRESIDENT OF COUNCIL

ATTEST: Lottie Oerley
CLERK OF COUNCIL

EFFECTIVE DATE: 2-24-2025



FISCAL OFFICER'S CERTIFICATION

Date: February 24, 2025

Resolution 09-2025

It is hereby certified that the amount, or estimated amount, identified as follows:

Approximately \$520.00 per year

Required to meet the contract, agreement, obligation, payment or expenditure, identified in the attached ordinance or resolution, has been, or is now being, lawfully appropriated or authorized or directed for such purchase and is in the Treasury of the City, or is in the process of collection to the credit of fund, or funds identified as follow:

#203 Recreation Fund

and is free from any obligation, encumbrance, or certification now outstanding.

Barbara Biro

Fiscal Officer/Finance Director

RESOLUTION NO.: 10-2025

SPONSORED BY: ALL OF COUNCIL

CO-SPONSORED BY: MAYOR MATTHEW A. BURKE

Vote Outcome: Passed
Yes: 10 No: 0
Adopted Date: 2-24-2025
Effective Date: 2-24-2025
1-Abstain

A RESOLUTION RATIFYING THE APPOINTMENTS OF COUNCILWOMAN STACEY COLLIER AND SCHOOL BOARD MEMBER ASHLEY THOMAS TO THE RECREATION BOARD OF THE CITY OF GARFIELD HEIGHTS, AND DECLARING AN EMERGENCY

WHEREAS, in accordance with Section 47 of the Garfield Heights Charter, the Recreation Board shall consist of two appointees of the Garfield Heights City Council ("Council"); one of which shall be a Councilperson – and the other shall be a member of the Garfield Heights Board of Education; and

WHEREAS, these appointments shall be made for a term of two years; and

WHEREAS, this Council would like to confirm its appointment of Councilwoman Stacey Collier and Garfield Heights Board of Education Member Ashley Thomas to the Recreation Board.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Garfield Heights, County of Cuyahoga, the State of Ohio, that:

SECTION 1. The appointment of Councilwoman Stacey Collier to the Recreation Board of the City of Garfield Heights for the term commencing on January 1, 2025 and ending on December 31, 2026, is hereby ratified and approved by this Council.

SECTION 2. The appointment of the Garfield Heights Board of Education Member Ashley Thomas to the Recreation Board of the City of Garfield Heights for the term commencing on January 1, 2025 and ending on December 31, 2026, is hereby ratified and approved by this Council.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, safety, health and welfare of the citizens of the City of Garfield Heights, Ohio and to enable the Zoning Board of Appeals of the City of Garfield Heights, Ohio to function as prescribed by law and the City Charter, and shall be in full force and effect from and after its passage and approval by the Mayor, otherwise at the earliest period allowed by law.

PASSED: 2-24-2025

APPROVED: Matthew A. Burke
MAYOR

Angela H. Thomas
PRESIDENT OF COUNCIL

ATTEST: Lotto O'neill
CLERK OF COUNCIL

EFFECTIVE DATE: 2-24-2025

RESOLUTION NO.: 11-2025

SPONSORED BY: ALL OF COUNCIL

CO-SPONSORED BY: MAYOR MATTHEW A. BURKE

Vote Outcome: Passed
Yes: 7 No: 0
Adopted Date: 2-24-2025
Effective Date: 3-26-2025

A RESOLUTION UPDATING THE PUBLIC RECORDS POLICY FOR THE CITY OF GARFIELD HEIGHTS, AS REQUIRED BY OHIO REVISED CODE SECTION 149.43

WHEREAS, the General Assembly recently passed House Bill 315, amending Section 149.43 of the Ohio Revised Code and giving local law enforcement agencies the authority to charge certain fees when producing video records in response to public records requests; and

WHEREAS, the new law is scheduled to go into effect on March 1, 2025; and

WHEREAS, Ohio law requires that every public office adopt a formal public records policy; and

WHEREAS, the City of Garfield Heights wishes to update its Public Records Policy to account for these recent legal changes.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Garfield Heights, County of Cuyahoga, the State of Ohio, that:

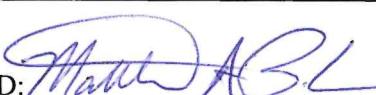
SECTION 1. The updated version of the City of Garfield Heights Public Records Policy, a copy of which is attached as Exhibit A, is hereby adopted.

SECTION 2. Section 113.03 of the Codified Ordinances of the City of Garfield Heights shall be amended as follows:

The City of Garfield Heights Public Records Policy, a copy of which is attached to Resolution 11-2025 56-2007 as Exhibit A, is hereby adopted.

SECTION 3. This Resolution shall be in full force and effect from and after the earliest period allowed by law.

PASSED: 2-24-2025

APPROVED: 
MAYOR


PRESIDENT OF COUNCIL

ATTEST: 
CLERK OF COUNCIL

EFFECTIVE DATE: 3-26-2025

