

CITY OF MIDDLEBURG HEIGHTS, OHIO

Council Agenda

March 22, 2022

7:00 P.M. REGULAR MEETING

- CALL TO ORDER
- ROLL CALL
- PLEDGE OF ALLEGIANCE

Minutes of the Regular Meeting of March 8, 2022

COMMUNICATIONS

Memorandum from planning commission dated March 10, 2022 recommending approval of ordinance no. 2022-12, rezoning request from MVAH Holding, senior living, 7834 Pearl Road.

AUDIENCE PARTICIPATION

APPOINTMENTS AND CONFIRMATIONS

ORDINANCES, RESOLUTIONS AND MOTIONS

1. City Parks, Recreation & Services Committee – Mr. Ali, Chairman
2. Finance, Taxation & Assessments Committee – Mr. Bortolotto, Chairman
3. Legislation & Rules Committee – Mr. Ference, Chairman
4. Public Health, Safety & Relief Committee – Mr. McGregor, Chairman
5. Public Improvements Committee – Mr. Sage, Chairman
6. Streets, Utilities & Railroad Committee – Mr. Meany, Chairman
7. Zoning & Building Code Committee – Mr. Grech, Chairman

MAYOR'S REPORT

1. Law Director
2. Finance Director
3. Recreation Director
4. Economic Development Director
5. Service Director
6. Executive Assistant

ADJOURNMENT

CITY OF MIDDLEBURG HEIGHTS, OHIO

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2022 PENDING LEGISLATION

ORDINANCE NO. 2022-12 – INTRODUCED BY COUNCILMAN GRECH

An Ordinance rezoning permanent parcel number 373-08-015 from its present zoning classification R1-A (One-Family A Residential District) and RMF-1 (Multi-Family Residential District) to SR/LC (Senior Residence/Life Care District) (MVAH Holding – Senior Living Pearl Road)

(First reading and referred to Planning Commission 2/8/22, Second reading 2/22/22)

ORDINANCE NO. 2022-16 – INTRODUCED BY COUNCILMAN GRECH

An Ordinance rezoning permanent parcel number 372-20-031 from its present zoning classification RS (Retail Service District) to PMU (Planning Mixed Use District) – WXZ Development, Southland

(First reading and referred to Planning Commission 2/22/22, Second reading 3/8/22)

ORDINANCE NO. 2022-24 – INTRODUCED BY COUNCILMAN GRECH

An Ordinance adopting a revised zoning code and a revised zone map of the City of Middleburg Heights, Ohio and repealing Ordinance No. 1982-170 and all amendments thereto

(First reading and referred to Planning Commission 3/8/22)

UN-NUMBERED LEGISLATION

INTRODUCED BY COUNCILMAN SAGE

A Resolution in support of the Ukrainian Community in northeast Ohio and residents of Ukraine standing in solidarity and declaring an emergency

INTRODUCED BY MAYOR CASTELLI

An Ordinance authorizing the mayor and finance director to enter into a contract with Zambelli Fireworks Manufacturing Company

INTRODUCED BY MAYOR CASTELLI

An Ordinance authorizing the mayor and finance director to enter into a purchase agreement for the purchase of certain real estate

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ZONING & BUILDING CODE COMMITTEE – Mr. Grech, Chairman

- 9-24-19 Discussion regarding ordinance regulating fences
- 11-23-21 Rezoning application received from MVAH Holding LLC to rezone property on Pearl Road for a senior independent living development

FINANCE, TAXATION & ASSESSMENTS COMMITTEE – Mr. Bortolotto, Chairman

CITY PARKS, RECREATION & SERVICES COMMITTEE – Mr. Ali, Chairman

- 2-13-18 Dog Park
- 11-13-18 Ordinance No. 2018-92, Dedicated space for seniors in community center
- 2-26-19 Proposed Charter Amendments – mayor term limits/firing of directors

LEGISLATION & RULES COMMITTEE – Mr. Ference, Chairman

- 2-26-13 Vote Abstention Rule
- 9-10-19 Term Limits

PUBLIC HEALTH, SAFETY & RELIEF COMMITTEE – Mr. McGregor, Chairman

- 9-22-20 Hotel/Motel Security Legislation

PUBLIC IMPROVEMENTS COMMITTEE – Mr. Dan Sage, Chairman

- 6-26-12 Police Department Expansion Project or new facility

STREETS, UTILITIES & RAILROAD COMMITTEE – Mr. Meany, Chairman

- 1-22-19 Letter from Diane Bickett, Executive Director, dated January 7, 2019 regarding ratification of the Cuyahoga County Solid Waste Management Plan update

AD-HOC COMMITTEE

- 12-22-09 Preservation of the Little Red School House

Boards and Commissions

CITY OF MIDDLEBURG HEIGHTS

15700 Bagley Road • Middleburg Heights, Ohio 44130 • 440-239-6252 • Fax 440-234-9092
kearley@middleburgheights.com

Kim Earley
Secretary

Norman H. Herwerden
Building Commissioner



MEMORANDUM

TO: MARY ANN MEOLA, CLERK OF COUNCIL
FROM: KIM EARLEY, PLANNING COMMISSION SECRETARY
DATE: MARCH 10, 2022
SUBJECT: ORDINANCE 2022-12, MVAH REZONING

At the regularly scheduled Planning Commission meeting March 9, 2022 members voted to recommend approval of Ordinance 2022-12 rezoning Permanent Parcel Number 373-18-015 from the One-Family A Residential (R1-A) Zoning District and Residential Multi-Family (RMF-1) Zoning District to the Senior Residence/Life Care (SR/LC) Zoning District for MVAH Holding, Senior Living, 7834 Pearl Road.

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2022-

Introduced By: Mr. Sage Co-Sponsors: Mr. Bortolotto, Mr. Ali
Mr. Meany, Mr. McGregor, Mr. Ference, Mr. Grech

**A RESOLUTION
IN SUPPORT OF THE UKRAINIAN COMMUNITY IN NORTHEAST OHIO
AND RESIDENTS OF UKRAINE STANDING IN SOLIDARITY
AND DECLARING AN EMERGENCY**

WHEREAS, the people of Ukraine gained their independence from Soviet Russia in 1991, have built a democratic and pluralistic society, which allows for freedom of religion, speech and foster the growth of their rich culture allowing them to take their rightful place on the world stage; and

WHEREAS, on February 23, 2022, Russian forces under the direction of Vladimir Putin launched an invasion of Ukraine the likes of which we have not seen since World War II, killing thousands, and creating a crisis of a global scale, forcing hundreds of thousands of civilians to flee, and blatantly violating international law; and

WHEREAS, The United States has condemned this “unprovoked and unjustified” attack, and reassured that it supports all actions taken by the Ukrainian military and all those involved in defending Ukraine; and

WHEREAS, Greater Cleveland is home to the largest Ukrainian populations in Ohio, residents who bring with them their identity, work ethic and strengthen our diverse communities, many have come as immigrants or are descended from Ukrainian ancestors and have added to our economy, public service and continue to enhance Ohio’s cultural and social landscape and help our cities flourish.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: We recognize all those who are fighting for freedom and democracy in Ukraine and all of the casualties and sacrifices that are being made by those in Ukraine; we hold dear in our hearts the families that have taken up arms for this just cause and stand with Ukraine while an atrocity is being committed on its homeland.

Section 2: That the Mayor and the Council, on behalf of all the residents of the City of Middleburg Heights, do hereby stand in solidarity with our Ukrainian

Communities and the brave citizens of Ukraine who are facing their "darkest hour" against the onslaught of the brutal armies of Russia.

Section 3: That the Clerk of Council is hereby directed to forward a true and accurate copy of this Resolution to Oksana Markarova, the Ukrainian Ambassador to the United States.

Section 4: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Section 5: That this Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and welfare of said City, and for the further reason that this measure is necessary due to the ongoing unrest in our Ukraine Communities and the citizens of Ukraine. Wherefore, provided this Resolution receives the affirmative vote of at least two-thirds (2/3) of the members of Council it shall take effect and be in force immediately upon its passage and approval by the Mayor.

Passed: _____

President of Council

Attest: _____
Clerk of Council

Approved On: _____

Presented to Mayor: _____

Mayor

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____
McGregor	_____	_____
Ference	_____	_____
Grech	_____	_____

CITY OF MIDDLEBURG HEIGHTS, OHIO

Ordinance No. 2022-

Introduced By: Mayor Matthew Castelli

**AN ORDINANCE
AUTHORIZING THE MAYOR AND FINANCE DIRECTOR
TO ENTER INTO A CONTRACT WITH
ZAMBELLI FIREWORKS MANUFACTURING COMPANY**

WHEREAS, the City's purchasing policy requires City Council approval on any single purchase of products or services exceeding \$25,000 or any professional service contract exceeding \$10,000, with the exception of items purchased through or at an amount equal to an approved cooperative purchasing agreement; and

WHEREAS, the City desires to retain the services of a competent and qualified contractor to provide certain products/services to the City; and

WHEREAS, Zambelli Fireworks Manufacturing Company is competent and qualified to furnish products and/or services to the City and has provided a responsive and responsible proposal, and desires to provide Summer in the City-Fireworks Display.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor and Finance Director are hereby authorized to enter into a contract with Zambelli Fireworks Manufacturing Company to provide certain products and/or services to the City, a copy of which is attached hereto and marked "Exhibit A".

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: _____

President of Council

Attest: _____
Clerk of Council

Approved On: _____

Presented to Mayor: _____

Mayor

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____
McGregor	_____	_____
Ference	_____	_____
Grech	_____	_____

ZAMBELLI FIREWORKS MANUFACTURING CO.

THIS CONTRACT AND AGREEMENT (this "Contract") is made effective as of this 15th day of March 2022, by and between:

Zambelli Fireworks Manufacturing Co. of Warrendale, Pennsylvania (hereinafter referred to as "Zambelli"), -AND-

The City of Middleburg Heights, Ohio (hereinafter referred to as "Client").

WHEREAS, Zambelli is in the business of designing and performing exhibitions and displays of fireworks; and WHEREAS, Client desires that Zambelli provide an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof, and Zambelli desires to perform an exhibition and display of fireworks for Client's benefit pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual agreements herein contained:

Zambelli, intending to be legally bound, agrees as follows:

1. Zambelli agrees to sell, furnish and deliver to Client a fireworks display [per the program submitted by Zambelli to Client, accepted by Client and made a part hereof] (hereinafter referred to as the "Display") to be exhibited on the display date set forth below (hereinafter referred to as the "Display Date"), or on the postponement date set forth below [if the Display is postponed as provided herein], (hereinafter referred to as the "Postponement Date") which Display Date and Postponement Date have been agreed upon at the time of signing this Contract.

Display Date: June 18, 2022

Postponement Date: June 19, 2022

2. Zambelli agrees to furnish the services of display technicians (hereinafter referred to as "Display Technicians") who are sufficiently trained to present the Display. Zambelli shall determine in its sole discretion the number of Display Technicians necessary to take charge of and safely present the Display.
3. Zambelli agrees to furnish insurance coverage in connection with the Display for bodily injury and property damage, including products liability, which insurance shall include Client as additional insured regarding claims made against Client for bodily injury or property damage arising from the operations of Zambelli in performing the Display provided for in this Contract. Such insurance afforded by Zambelli shall not include claims made against Client for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 6 and 7 below. Client shall indemnify and hold Zambelli harmless from all claims and suits made against Zambelli for bodily injury or property damage arising from failure of Client, including through or by its employees, agents and independent contractors, to perform its obligations under this Contract, including without limitation those set forth in paragraphs 6 and 7 below. Zambelli furnished insurance exposure in connection with the subject Display is not subject to deviation. Should client request any scale of modification; corresponding fee(s) to accommodate shall not be borne by Zambelli.

Client, intending to be legally bound, agrees as follows:

4. Client agrees to pay Zambelli the sum of \$27,000.00 (hereinafter referred to as the "Purchase Price"), fifty percent (50%) of which is due upon signing this Contract and the balance of which is due at noon three (3) days prior to the Display Date. Zambelli reserves the right to add to Client's invoice an equitable transportation surcharge in the event of any material increase in transportation costs (including the cost of fuel and third party shipping costs) to Zambelli after the date of this Contract. In addition, Client agrees to pay a postponement fee of fifteen percent (15%) of the Purchase Price plus Additional Third Party Charges (as defined in paragraph 11 below) if the Display is fired on the Postponement Date, or twenty-five percent (25%) of the Purchase Price plus Additional Third Party Charges if the Display is fired on a date other than the Display Date or the Postponement Date ("Alternate Date"). The Alternate Date must occur within six months of the original Display Date at a time agreeable to both Zambelli and the Client. Generally, Alternate Dates will not include the period from June 28th through July 7th. Checks shall be made payable to Zambelli Fireworks Manufacturing Co., unless otherwise authorized in writing by Zambelli. NO CASH shall be paid to any agent or employee of Zambelli, unless otherwise authorized in writing by Zambelli. There shall be no refund of the Purchase Price due and payable under this paragraph 4, except as specifically provided in paragraph 11 below.

Revised 2-12-18 M:\Word\Contracts

5. Client agrees to meet all deadlines including but not limited to the following:
 - (a) Client must select a suitable place for the Display, including a firing and debris zone reasonably acceptable to Zambelli (hereinafter referred to as the "Display Area") and submit such selection to Zambelli no later than sixty (60) days prior to the Display Date. The Display Area shall adhere to or exceed applicable National Fire Protection Association ("NFPA") standards including the Zambelli guideline that the Display Area have a radius of at least 100 feet per inch (or as mutually agreed to between Zambelli and Client) of the largest diameter pyrotechnic from the firing site in all directions to any parking area, spectators, inhabited buildings, public roads, or active railroad. Client shall submit a site map (attached hereto as Exhibit A) to Zambelli accurately representing the physical characteristics of the Display Area as pertains to NFPA and Zambelli

guidelines. The content of the Display may be limited by the selection of the Display Area due to the requirement to provide sufficient safety zones.

- (b) Zambelli will secure all permits necessary for the Display as required, including but not limited to police, local, state and United States Coast Guard ("USCG") permits, and arrange for any security bonds or insurance as required by law. Client will assist Zambelli when appropriate in completing permit applications.
 - (c) If the Display is choreographed to music, the final selection of the music must be submitted to Zambelli by Client no later than ninety (90) days prior to the Display Date.
6. If, in its sole discretion, Client designates an area for members of the public to view the Display (hereinafter referred to as the "Spectator Area") or an area for vehicular parking (hereinafter referred to as the "Parking Area"), Client shall (a) ensure that the Spectator Area does not infringe on the Display Area, (b) have sole responsibility for ensuring that the terrain of the Spectator Area and any structures thereon, including but not limited to grandstands and bleachers are safe for use by spectators, (c) have sole responsibility for ensuring that the Parking Area is safe for use, (d) have sole responsibility to police, monitor and appropriately control spectator access to the Spectator Area and the Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that Zambelli shall not inspect any area other than the Display Area, except to ensure that any Spectator or Parking Areas are outside the Display Area.
7. Prior to, during, and immediately following the Display, Client shall monitor the Display Area and will be solely responsible to keep all persons and property not authorized by Zambelli out of the Display Area and behind safety zone lines and limits.
8. Following the Display, Client shall be solely responsible for policing of the Display Area and for cleanup except as specifically provided in the sentence immediately following. Zambelli shall be responsible for the removal of unexploded fireworks and the cleanup of material debris, the removal of frames, sets and lumber from the Discharge Area, and the refilling of holes created by Zambelli or on behalf of Zambelli within the Discharge Area.
9. Client will include a direct reference to "Zambelli Fireworks" in all promotional material, including but not limited to event schedules; radio, television, newspaper and internet announcements; newspaper articles; and other media.

The parties, intending to be legally bound, mutually agree as follows:

10. It is agreed and understood by the parties hereto that should inclement weather prevent firing of the Display on the Display Date, as determined by the Authority Having Jurisdiction (as defined in paragraph 14 below) or as reasonably determined by Zambelli, then the program shall be postponed and fired on the Postponement Date. If there is no Postponement Date and the Display is not fired on the Display Date, or if inclement weather prevents firing of the Display on the Postponement Date, as determined by the Authority Having Jurisdiction or as reasonably determined by Zambelli, the Display will be cancelled and Client will pay to Zambelli, 50% of the Purchase Price, less any Deposit paid prior to the Display Date.
11. Client's cancellation of the Display will only be effective upon receipt by Zambelli of a written notice from an authorized person representing Client. In the event of cancellation of the Display, the parties agree as follows:
- (a) If Client cancels the Display more than sixty-one (61) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to ten percent (10%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (b) If Client cancels the Display from thirty-one (31) to sixty (60) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to twenty percent (20%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (c) If Client cancels the Display from five (5) to thirty (30) days prior to the Display Date, Client agrees to pay Zambelli a cancellation fee equal to thirty percent (30%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (d) If Client cancels the Display less than five (5) days prior to the day of the Display, Client agrees to pay Zambelli a cancellation fee equal to fifty percent (50%) of the Purchase Price plus Additional Third Party Charges, as defined below.
 - (e) "Additional Third Party Charges" shall mean all costs and expenses incurred by Zambelli and paid or payable to third parties in connection with the Display, including but not limited to security fees, permits and licensing fees and expenses, barge and tow expenses, and firewatch fees.
12. Zambelli reserves the exclusive right to make minor modifications and substitutions to the Display, provided that such changes are reasonable and necessary and do not materially, adversely affect price, time of delivery, functional character or performance of the Display.
13. It shall be within Zambelli's and/or the Authority Having Jurisdiction's discretion to terminate the firing of the Display if any unsafe or unsuitable condition is identified. If such condition is not corrected, Zambelli may cancel the Display without further liability to Client for such cancellation.
14. The parties agree to cooperate with the regulatory authorities having jurisdiction over the Display, including, but not limited to local fire and police departments, the Bureau of Alcohol, Tobacco, Firearms and Explosives, the Department of Transportation, the Department of Homeland Security, and the USCG (any such authority having jurisdiction over the Display is sometimes referred to herein as, the "Authority Having Jurisdiction").

The parties acknowledge that such governmental regulatory authorities having jurisdiction over the Display have the right to prohibit the Display until unsafe or unsuitable conditions are corrected.

- 15. This contract shall be deemed made in the Commonwealth of Pennsylvania and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflict of law rules. The parties agree and consent to the jurisdiction of the courts of the Commonwealth of Pennsylvania and the Federal District Court for the Western District of Pennsylvania to decide all disputes regarding this Contract.
- 16. If Client becomes bankrupt or insolvent, or if a petition in bankruptcy is filed by or against Client or if a receiver is appointed for Client, Zambelli may refuse to perform under this Contract and may terminate this Contract without prejudice to the rights of Zambelli. If Client's financial condition becomes unsatisfactory to Zambelli, Zambelli may require that Client deposit the balance of the Purchase Price in escrow or provide sufficient proof of its ability to pay the balance of the Purchase Price.
- 17. Except to the extent, if any, specifically provided to the contrary herein, in no event shall Zambelli be liable to Client for any indirect, special, consequential, incidental or punitive damages or lost profits, however caused and on any theory of liability (including negligence of any kind, strict liability or tort) arising in any way out of this contract, whether or not Zambelli has been advised of the possibility of damages.
- 18. If Client fails to pay the monies due under this Contract, Zambelli is entitled to recover the balance due plus interest at one and one-half percent (1 ½ %) per month on amounts past due sixty (60) days or more. Further, on balances outstanding one hundred twenty (120) days or more, Zambelli is entitled to recover the balance due, plus accrued interest, plus attorneys fees of ten percent (10%) of the amount past due, plus court costs, or, if less, the maximum amount permitted by law.
- 19. This Contract shall not be construed to create a partnership or joint venture between the parties or persons mentioned herein.
- 20. Each party hereunder shall be excused for the period of delay in the performance of any of its obligations hereunder and shall not be liable for failure to perform or considered in default hereunder, when prevented from so performing by a cause or causes beyond its reasonable control, including but not limited to fire, storm, earthquake, flood, drought, accident, explosion, operation malfunction, or interruption, strikes, lockouts, labor disputes, riots, war (whether or not declared or whether or not the United States is a member), Federal, state, municipal or other governmental legal restriction or limitation or compliance therewith, failure or delay of transportation, shortage of, or inability to obtain materials, supplies, equipment, fuel, power, labor or other operational necessity, interruption or curtailment of power supply, or act of God, nature or public enemy.
- 21. This Contract constitutes the sole and entire understanding of the parties with respect to the matters contemplated hereby and supersedes and renders null and void all prior negotiations, representations, agreements and understandings (oral and written) between the parties with respect to such matters. No change or amendment may be made to this Contract except by an instrument in writing signed by each of the parties.
- 22. Notices, consents, requests or other communications required or permitted to be given by either party pursuant to this Contract shall be given in writing by first class mail, postage prepaid addressed as follows: if to Zambelli, to the address set forth below; if to Client, to 1703 Mahoning Avenue NW, Warren, OH 44483.
- 23. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall be deemed to be one and the same instrument. The exchange of copies of this Contract and of signature pages by facsimile transmission shall constitute effective execution and delivery of this Contract as to the parties and may be used in lieu of the original Contract for all purposes. This Contract and all the rights and powers granted by this Contract shall bind and inure to the benefit of the parties and their respective successors and assigns.
- 24. _____

IN WITNESS WHEREOF, we set our hands and seals to the agreement in duplicate the day and year first above written.

FOR Client:

FOR: Zambelli Fireworks Manufacturing Co.

BY _____
date

BY _____
date

Printed Name and Title

Printed Name and Title

Please sign contract where indicated for Client and return all copies for final acceptance to:

Zambelli Fireworks Manufacturing Co.

120 Marshall Drive

Warrendale, PA 15086

724-658-6611

800-245-0397

FAX 724-658-8318

Zambelli Fireworks Mfg. Co.

120 Marshall Drive
Warrendale, PA 15086

www.zambellifireworks.com

724-658-6611

(Fax) 724-658-8318

ZAMBELLI FIREWORKS MANUFACTURING CO.

Contract Addendum

COVID-19—Display Cancellation/Postponements

Because of continued uncertainty regarding COVID-19, Zambelli Fireworks will implement the following terms regarding 2022 displays:

- **Per contract**, a 2022 display, unless contracted otherwise, will require a 50% deposit.
- **A COVID- caused cancellation prior to 30-days** of a display will not result in the contractual cancellation/postponement fees identified in the contract.
 - Exceptions include reimbursement for possible expenses (barge rental/truck rental etc.) that are communicated requiring a timelier notification as agreed between the customer and Project Manager.
 - The deposit will be retained by Zambelli Fireworks to be used for either a 2022 postponement date or for a rescheduled display in 2023. If an exception is required, the Project Manager will work with the Client to resolve amicably.
- **Cancellation WITHIN 30-days of the display date** will revert to the terms of the original contract. Project Managers will work in a congenial manner to minimize the potential for these expenses including agreement to implement a 2022 or 2023 postponement. IF not possible, cancellation fees will be deducted from the deposit.
- **Section 20 of the contract** details the items that may require use of the force majeure exception from either party having to comply with other terms of the contract. For both parties, this addendum specifically recognizes that circumstances resulting from disruptions due to the Coronavirus pandemic are also potential force majeure items. This addendum is made effective as of the date of signature by both parties. All other terms and conditions of the current contract agreement shall apply to this addendum.

FOR: Client

FOR: Zambelli Fireworks Manufacturing

BY _____
(Date)

BY _____
(Date)

Printed Name and Title

Printed Name and Title

EXHIBIT "A" WILL BE FORTH COMING

DELIVERED MAR 17 2022

CITY OF MIDDLEBURG HEIGHTS, OHIO

Ordinance No. 2022-

Introduced By: Mayor Matthew Castelli

**AN ORDINANCE
AUTHORIZING THE MAYOR AND FINANCE DIRECTOR
TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE
OF CERTAIN REAL ESTATE**

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor and Finance Director are hereby authorized to execute a purchase agreement, a copy of which is attached hereto and marked "Exhibit A", for the purchase of certain real estate in the City of Middleburg Heights; and

Section 2: That there is hereby appropriated \$_____ from the Capital Improvements Fund to implement this Ordinance.

Section 3: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: _____

President of Council

Attest: _____

Clerk of Council

Approved On: _____

Presented to Mayor: _____

Mayor

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____
McGregor	_____	_____
Ference	_____	_____
Grech	_____	_____