

ORDINANCE NO.	<u>2026-54</u>	FIRST READING	<u>July 20, 2026</u>
		SECOND READING	<u>WAIVED</u>
INTRODUCED BY:	<u>ROTH CAVANAGH</u>	THIRD READING	<u>WAIVED</u>

**ORDINANCE APPROVING THE SERVICE AGREEMENT
BETWEEN THE VILLAGE OF SOUTH RUSSELL AND
COVERALL NORTH AMERICA, INC. d/b/a COVERALL
FOR CLEANING SERVICES FOR VILLAGE BUILDINGS
IN AN AMOUNT NOT TO EXCEED \$8,500, AUTHORIZING
THE FISCAL OFFICER TO EXECUTE THE AGREEMENT
ON BEHALF OF THE VILLAGE, AND DECLARING AN
EMERGENCY.**

WHEREAS, Council desires to retain a cleaning service to perform cleaning services for all of the Village buildings;

WHEREAS, Coverall North America, Inc. d/b/a Coverall is the business of providing cleaning services and has provided Council with a Service Agreement for the provision of such cleaning services of the Village buildings; and

WHEREAS, Council desires to approve the aforementioned Service Agreement with Coverall North America, Inc. d/b/a Coverall for such cleaning services.

NOW THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio, that:

SECTION 1: The Service Agreement with Coverall North America, Inc. d/b/a Coverall for the provision of cleaning services for Village buildings in an amount not to exceed \$8,500 per year for one (1) year, which Service Agreement is attached hereto and incorporated herein by reference as **Attachment 1**, is hereby approved.

SECTION 2: The Fiscal Officer is hereby authorized to execute the Service Agreement on behalf of the Village.

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 on or after December 2, 1975, that resulted in formal action, were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4: That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason to enable the Village to retain the cleaning services as soon as possible; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council.

William S. Romano
Mayor – Presiding Officer

ATTEST:

Danielle Romanowski
Fiscal Officer

I certify that Ordinance No. 2026- 54 was duly enacted on the 20th day of JULY, 2026, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danielle Romanowski
Fiscal Officer

FISCAL OFFICER'S CERTIFICATION

As the fiscal officer of the Village of South Russell, Ohio, I hereby certify that as of the date of execution of the within Service Agreement between Coverall North America, Inc. d/b/a Coverall and the Village of South Russell, Ohio, the amount required to satisfy payment under the Service Agreement has been fully appropriated, or authorized or directed for such purpose and is in the Treasury, or is in the process of collection and is free from any obligation or certification now outstanding.

Danielle Romanowski
Danielle Romanowski, Fiscal Officer
Village of South Russell, Ohio

Customized Service Plan and Proposal

Prepared for:

South Russell Village Hall

By:
Sierra Carswell

Date:
May 29, 2026



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May 29, 2026

South Russell Village Hall
Leslie Galicki
5205 Chillicothe Rd
SOUTH RUSSELL, OH 44022
USA

Dear Leslie,

Thank you for talking with me about your cleaning program and your business needs. I have created a proposal based on our discussion. Please review the attached documents to see exactly how the Coverall® Program will help your facility look and smell clean, and actually be a cleaner, healthier place for everyone.

Thank you again for the opportunity to present this customized Service Plan. The entire Coverall team looks forward to the next steps!

Sincerely,

Sierra Carswell

Sierra.Carswell@coverall.com



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Coverall Service Plan

The Coverall® Program has been customized to meet your requests and requirements for a clean, healthy work environment. The details of your Service Plan are documented below.

Company: South Russell Village Hall
Phone: 440-557-5650
Contact: Leslie Galicki
Email: adminassist@southerussell.com
Address where service will be performed: 5205 Chillicothe Rd
SOUTH RUSSELL, OH 44022
USA
Frequency of Regular Service: 1x per week
Total Cleanable Area: 4,193 square feet

Areas to be Serviced:

Main Office

- Entrance
- General Office
- Board Room
- Stairways
- Hallways
- Basement: Restrooms (2), offices, and kitchenette

Building & Service Dept.

- Entrance / Foyer
- Restrooms (2)
- General Offices
- Lounge
- Kitchenette

Police Dept.

- Entrance
 - Dispatch
 - Meeting Room
 - Lobby / Reception
 - General Offices
 - Restrooms (2)
 - Locker Room
-

Exclude:

- Warehouse / Shop



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Regular Services included in your Service Plan:

The following tasks will be included in your Service Plan and delivered by a trained and certified Coverall Franchised Business using the Coverall® Program.

Dusting And Disinfecting

INCLUDED TASKS	FREQUENCY
Damp Wipe and Disinfect Community Surfaces - Detail Clean Thoroughly dust and clean accessible community area fixtures and office furniture including file cabinets, desks, credenzas, counter tops, display units, windowsills.	1x per week
Damp Wipe and Disinfect High Community Touch Points Clean and disinfect the community area high touch points such as light switches and doorknobs. Fully clean both sides of main entrance glass doors.	1x per week
High and Low Dusting Clean items up to 12 feet from the floor (high dusting), such as ceiling vents, light fixtures, high windowsills and corners not cleaned as part of normal wiping; and items near floor (low dusting), such as vents, corners, outlets, baseboards, etc.	1x per month
Dust Vertical or Horizontal Blinds Dust or Vacuum vertical or horizontal blinds, not to exceed 12 feet from the floor, to remove dust and visible soil.	1x per month

Carpet And Floor Care

INCLUDED TASKS	FREQUENCY
Wall-to-Wall Vacuum Carpet - Detail Clean Detail vacuum accessible carpeted areas with approved HEPA backpack units.	1x per week
Wall-to-Wall Vacuum or Dust Mop Hard Surface Floors Dry mop hard surface floors using a dust mop, vacuum or dry/wet mop.	1x per week
Damp Mop Hard Surface Floors - Detail Clean Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt.	1x per week



Trash

INCLUDED TASKS	FREQUENCY
Empty Cans and Remove Trash Empty trash that is contained in trash cans, in an area designated specifically for trash, or clearly labeled as trash and transport to customer's trash removal or storage area. Replace liners, spot clean receptacles as needed and take trash to designated area on customer premises. Please note: Any item that is in trash cans, designated trash areas, or clearly labeled as trash will be considered trash regardless of the content, and its loss will not be the responsibility of the Coverall Franchised Business or Coverall. Note: Includes (2) trash bins in service department shope	1x per week

Kitchen Areas

INCLUDED TASKS	FREQUENCY
Damp Wipe and Disinfect Counters, Tables and Sinks - Detail Clean Thoroughly damp wipe and disinfect counters, tables and sinks.	1x per week
Damp Wipe and Disinfect Refrigerator - Spot Clean Spot clean exterior (outside) of refrigerator to remove smudges and fingerprints.	1x per week
Empty Cans and Remove Trash Empty trash that is contained in trash cans, in an area designated specifically for trash, or clearly labeled as trash and transport to customer's trash removal or storage area. Replace liners, spot clean receptacles as needed and take trash to designated area on customer premises. Please note: Any item that is in trash cans, designated trash areas, or clearly labeled as trash will be considered trash regardless of the content, and its loss will not be the responsibility of the Coverall Franchised Business or Coverall.	1x per week
Damp Wipe and Disinfect Microwave(s) Thoroughly damp wipe and disinfect inside and outside of microwave with all-purpose disinfectant cleaner to rinse food contact surfaces.	1x per week
Wall-to-Wall Vacuum or Dust Mop Hard Surface Floors Dry mop hard surface floors using a dust mop, vacuum or dry/wet mop.	1x per week
Damp Mop Hard Surface Floors - Detail Clean Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt.	1x per week



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Restroom Service

INCLUDED TASKS	FREQUENCY
Clean and Disinfect Restrooms Restroom Fixtures: Pre-spray, wipe and polish dispensers and fixtures. Clean and disinfect wash basins, toilet bowls, urinals, and counter tops. Restroom Walls: Clean accessible walls and toilet partitions to remove visible soil. Restroom Floors: Mop all floors using coded microfiber flat mopping system and disinfecting finished floor cleaner. Restroom Mirrors: Polish all chrome and mirrors. Restroom Supplies: Restock expendable products such as paper towels, toilet tissue, hand soap, liners and deodorant products from customer inventory. Restroom Trash Removal: Empty trash cans, replace liners, spot clean receptacles as needed and take trash to designated area.	1x per week

Closing Task

Preferred service day: Sunday (No time restriction)

INCLUDED TASKS	FREQUENCY
Turn off lights as instructed	1x per week
Lock doors and windows as instructed	1x per week
Set alarms as instructed	1x per week
Clean and organize the janitor closet	1x per week



Coverall Value Summary

The technology behind cleaning has changed a lot in the last 5-10 years. Just making things look nice is not enough. The Coverall® Program goes much deeper to help improve the health and wellness of your facility by removing the maximum amount of dirt and germs at each cleaning.

Can you imagine what it will be like to have a cleaner, healthier work environment?

Your Top Priorities:

1. Restrooms
2. Floors
3. Trash

Monthly Service Price for your Coverall® Service Plan: \$362.00

 CUSTOMIZED SERVICE PLAN Includes detailed descriptions of tasks and frequencies to ensure optimal quality of clean, reliability and attention to detail.	 A HEALTHIER CLEANING SYSTEM The Coverall Core 4® Process uses advanced industry protocols to remove the maximum amount of dirt and germs at each service.
 CUSTOMER SERVICE A dedicated National Accounts Manager is your go-to person for quick communication and response. Coverall's 24/7 customer service provides support after hours.	 CONSOLIDATED BILLING One contract, one invoice, one cleaning program translate to less stress managing outsourced janitorial services across multiple locations.

Commercial cleaning services provided by an independently owned and operated Coverall Franchised Business



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COVERALL SERVICE AGREEMENT

The Undersigned ("CUSTOMER") hereby accepts the proposal of Coverall North America, Inc. d/b/a Coverall ("COVERALL"), and the parties agree that COVERALL's franchisees and/or subcontractors will supply Coverall® System Services for CUSTOMER's premises located at:

- Customer: South Russell Hall
- Street Address: 5205 Chillicothe Rd SOUTH RUSSELL, OH 44022
- City, State, Zip: SOUTH RUSSELL, OH 44022

Upon the following terms:

1. Monthly Service Charge:

\$362.00 per month, plus taxes, if applicable; to include 1 time(s) per week service. Initial _____

Service Days:

☐ Monday ☐ Tuesday ☐ Wednesday ☐ Thursday ☐ Friday ☐ Saturday ☒ Sunday

The COVERALL® System Services are to be performed in the evening, unless otherwise agreed to by the parties.

- CUSTOMER acknowledges that COVERALL will delegate all COVERALL System Services to be performed hereunder to a COVERALL franchisee and/or subcontractor and COVERALL may assign this Service Agreement in its entirety to a COVERALL franchisee and/or subcontractor.
- Included in the Service Charge will be service, cleaning supplies, and any equipment which will be furnished by the COVERALL franchisee. The Service Charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The Service Charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse COVERALL the amount of any such taxes if paid by COVERALL on CUSTOMER's behalf.
- All COVERALL System Services specified in the "Coverall Service Plan" attached to this Service Agreement as Exhibit A will be provided to CUSTOMER. CUSTOMER acknowledges that only those Services and/or Additional Services specifically identified in the Coverall Service Plan will be provided under this Service Agreement.
- All COVERALL franchisees have successfully completed COVERALL's comprehensive training program and are required to carry insurance and a janitorial bond.
- Additional services, not included in COVERALL's Service Charge, to be performed upon request, priced per occurrence, at CUSTOMER'S expense, include:

Additional Services	Charge	Area	Square Footage
a.	\$		
b.	\$		
c.	\$		
d.	\$		
e.	\$		

Additional services accepted by: _____

William L. Koss
Signature

- The term of this Service Agreement is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This Service Agreement shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

(b) Termination/Notice: If a party to this Service Agreement fails to perform its obligations (the "non-performing party"), the party claiming non-performance shall send the non-performing party written notice, specifying the manner of non-performance. This notice will provide that the non-performing party shall have fifteen (15) days from receipt of the notice to cure or correct the items of non-performance (the "Cure Period"). If these items are not corrected or cured within the Cure Period, the claiming party may issue a thirty (30) day written notice of termination and/or pursue other available remedies for default.

If the CUSTOMER's notice under this ¶7(b) concerns service issues, the CUSTOMER shall permit the COVERALL franchisee or subcontractor access to the premises during the Cure Period to cure the service issue; and shall also accompany a COVERALL representative on an inspection of the premises during the fifteen (15) day cure period. Failure to comply will entitle COVERALL to collect the full amount due through the Term of this Service Agreement.

(c) Notwithstanding the above, COVERALL may, but shall not be obligated to, terminate this Service Agreement immediately for non-payment by CUSTOMER of Service Charges due.

8. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise COVERALL accordingly, and an adjustment in the Service Charge, as agreed to by the parties, will be made. At franchisee's option, upon written notice, the Service Charge shall increase by two percent (2%) annually effective upon the start of each subsequent year after the date the services begin.
9. CUSTOMER agrees that it will not employ or contract with any COVERALL employee, franchisee, or any of the franchisee's employees during the term of this Service Agreement or for one hundred and eighty (180) days after termination of this Service Agreement, without COVERALL's written consent.
10. COVERALL will bill CUSTOMER monthly, and CUSTOMER agrees to pay COVERALL by check or ACH payment the amount that is due and owing under the terms of this Service Agreement within 10 days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay COVERALL's attorney's fees and costs for collection.
11. Services shall be performed as stated in the Coverall Service Plan attached to this Service Agreement with the exception of the following six (6) legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No Service Charge credits will be issued for these holidays. However, service can be provided on these holidays at an additional cost if required. Services shall be scheduled during the hours approved or directed by manager/owner.
12. If "Additional Special Services" are included in the Coverall Service Plan attached to this Service Agreement, and if CUSTOMER cancels any periodic Special Services described therein for which a prorated monthly charge is included in CUSTOMER'S total monthly Service Charge, any amount owing by CUSTOMER for Special Services performed prior to the cancellation shall be payable in full no later than five (5) days after the cancellation.
13. The undersigned warrant and represent that they have full authority to enter into this Service Agreement, and that it will be binding upon the parties and their respective successors and assigns. Specifically, CUSTOMER acknowledges that this Service Agreement may be assigned in its entirety to a COVERALL franchisee, a subcontractor or another third party. Assignors shall not be liable for the actions of assignees once the Service Agreement is assigned. NO PARTY, INCLUDING COVERALL OR ANY ASSIGNEE, SHALL BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES, INCLUDING LOST BUSINESS OR PROFIT, IN CONNECTION WITH THIS AGREEMENT.
14. This Service Agreement and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER, and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this Service Agreement shall be valid unless in writing and executed by COVERALL and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to COVERALL become a part of this Service Agreement, and COVERALL shall not be bound by any such terms and conditions.

CUSTOMER:

William G. Koons

Signature and Date

WILLIAM G. KOONS Mayor

Print Name and Title, Its Authorized Representative

Mayor@SouthRussell.COM

Email Address

COVERALL:

Sierra Carswell - EOSC

Sales Consultant (Signature and Date)

Sierra Carswell - EOSC

Print Name and Title, Its Authorized Representative

Service Start Date

Please email signed contract to: @coverall.com

The Coverall Core 4[®]

Is Your Office CORE 4[®] Clean?

The technology behind cleaning has changed dramatically over the last decade. It's not enough for your janitor to just make things look nice. The Coverall[®] Program goes much deeper to create a healthy work environment that helps reduce the risk of infection and illness.

1

Hospital-grade Disinfectants

- ✓ Proven to kill germs
- ✓ OSHA packaging and labels
- ✓ EPA-registered chemicals



2

Color-coded Microfiber

- ✓ Helps prevent cross-contamination
- ✓ Picks up 99% of dirt and germs
- ✓ Environmentally friendly



3

No-Dip Microfiber Flat Mopping System

- ✓ 80% better cleaning than a string mop
- ✓ Reduces cross-contamination
- ✓ Never uses dirty water



4

HEPA Backpack Vacuum

- ✓ Captures up to 99.97% of airborne particles down to .3 microns
- ✓ Helps improve indoor air quality
- ✓ Quieter than most vacuums (62db)



To learn more call 888.688.0188 or visit www.coverall.com

