

RESOLUTION RECORD
COUNCIL OF THE CITY OF BRECKSVILLE

5136

Resolution No. _____

**A RESOLUTION AUTHORIZING THE SETTLEMENT OF
THE NON-COMPLIANCE BY SCRATCH OFF SYSTEMS, INC.
TO ITS ECONOMIC INCENTIVE AND JOB PRESERVATION
AGREEMENT DATED FEBRUARY 18, 2014 BY ACCEPTING
A COGNOVIT PROMISSORY NOTE IN THE AMOUNT OF
\$33,759.00; AND DECLARING AN EMERGENCY**

WHEREAS, the City of Brecksville entered into an Economic Incentive and Job Preservation Agreement with Scratch Off Systems Inc., dated February 18, 2014, granting certain incentives to create and preserve jobs within the city; and

WHEREAS, on January 27, 2021, Scratch Off Systems, Inc. signed a Cognovit Promissory Note promising to pay the city a settlement amount of \$33,759.00 as determined by the city's Finance Director.

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

SECTION 1. The Council hereby authorizes the settlement of the non-compliance by Scratch Off Systems, Inc. to its Economic Incentive and Job Preservation Agreement dated February 18, 2014, by accepting a Cognovit Promissory Note in the amount thirty-three thousand, seven hundred fifty-nine dollars (\$33,759.00), a copy of which Cognovit Promissory Note is attached hereto as Exhibit "A" and incorporated herein as if by reference.

SECTION 2. The Council declares this Resolution to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare, the reason for the emergency relates to a settlement to resolve the non-compliance to the Economic Incentive and Job Preservation Agreement, therefore, said Resolution 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: March 2, 2021

APPROVED: March 2, 2021



MAYOR



CLERK OF COUNCIL

EXHIBIT "A"

COGNOVIT PROMISSORY NOTE

\$33,759.00

Twinsburg, Ohio

11/27, 2021

FOR VALUE RECEIVED, Scratch Off Systems, Inc., an Ohio corporation ("Maker"), promises to pay to the order of the City of Brecksville, ("Payee"), the total sum of \$33,759.00, based on the following fee schedule.

Payments shall be made in twelve (12) equal installments of \$2,813.25 starting on February 15, 2021 and ending on January 15, 2022.

All payments of amounts due hereunder shall be paid to Payee c/o David J. Matty, Matty Henrikson & Greve, 1001 Lakeside Ave., Suite 1410, Cleveland, OH 44114, or at such other place as Payee shall designate to Maker in writing.

If any installment of this note is not paid when due, and Maker fails to cure within thirty days following written notice from Payee of non-payment, then all installments hereof remaining unpaid shall immediately become due and payable at the option of the holder hereof, without notice or demand, said notice or demand hereby being waived.

If Maker shall sell its business, or ceases doing business at 2457 Edison Blvd., Twinsburg, Ohio 44087, before complete payment has been made, the entire unpaid principal balance remaining due shall be due immediately.

Any notice or demand upon Maker shall be deemed to have been given or served for all purposes hereof when hand delivered or mailed by registered or certified mail, postage prepaid, and addressed to Maker at the addresses set forth below, or to such other address or addresses furnished in writing to Payee by Maker for such purpose.

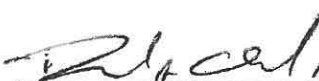
Scratch Off Systems, Inc.
2457 Edison Blvd.
Twinsburg, OH 44187

WARNING - BY SIGNING THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE.

{signature page following}

This Note has been made and executed in Twinsburg, Ohio, Summit County, and shall be interpreted and construed according to the laws of the State of Ohio. If any provision hereof is in conflict with any statute or rule of law of the State of Ohio or is otherwise unenforceable for any reason whatsoever, then such provision shall be deemed separable from and shall not invalidate any other provision of this Note.

Scratch Off Systems, Inc.
an Ohio Corporation


By: Daniel Ogorek

1/27/2021
Date