



City of Strongsville

16099 Foltz Parkway
Strongsville, Ohio 44149-5598
Phone: 440-580-3110
Council Office Fax: 440-572-1648
www.strongsville.org

October 2, 2014

City Council

Michael J. Daymut
President of Council
Ward 1

Matthew A. Schonhut
Ward 2

James E. Carbone
Ward 3

J. Scott Maloney
Ward 4

Joseph C. DeMio
At-Large

Kenneth M. Dooner
President Pro Tem
At-Large

Duke Southworth
At-Large

Aimee Pientka, CMC
Clerk of Council
aimee.pientka@strongsville.org

Tiffany Mekeel
Assistant Clerk of Council
tiffany.mekeel@strongsville.org

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, October 6, 2014**, to be held in the Caucus Room and the Council Chamber at the ***Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road:***

Caucus will begin at 7:15 p.m. All committees listed will meet immediately following the previous committee:

7:15 P.M.

Planning Zoning and Engineering Committee will meet to discuss Ordinance Nos. 2014-172, 2014-182, 2014-183 and Resolution Nos. 2014-184 and 2014-185.

Public Safety and Health Committee will meet to discuss Ordinance Nos. 2014-178, 2014-186, 2014-187 and Resolution No. 2014-188.

Recreation and Community Services Committee will meet to discuss Ordinance No. 2014-189.

Finance Committee will meet to discuss Ordinance No. 2014-190.

Economic Development Committee will meet to discuss items pertinent to the Committee.

Committee of the Whole A motion will be made to adjourn into **Executive Session** to discuss with the Mayor and other members of the Administration the sale of property no longer needed for public purposes; and personnel matters involving the compensation of certain public employees.

8:00 P.M.

Regular Council Meeting

Any other matters that may properly come before this Council may also be discussed.

BY ORDER OF THE COUNCIL:

Aimee Pientka, CMC
Clerk of Council

**STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, OCTOBER 6, 2014 AT 8:00 P.M.**

Mike Kalinich Sr. City Council Chamber
18688 Royalton Road, Strongsville, Ohio

AGENDA

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
 - *Council Meeting – September 15, 2014*
6. APPOINTMENTS AND CONFIRMATIONS:
7. REPORTS OF COUNCIL COMMITTEES:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Southworth:
 - SCHOOL BOARD – Mr. Carbone:
 - BUILDING AND UTILITIES – Mr. Schonhut:
 - COMMUNICATIONS AND TECHNOLOGY – Mr. Schonhut:
 - ECONOMIC DEVELOPMENT – Mr. Daymut:
 - FINANCE – Mr. Dooner:
 - PLANNING, ZONING AND ENGINEERING – Mr. Maloney:
 - PUBLIC SAFETY AND HEALTH – Mr. DeMio:
 - PUBLIC SERVICE AND CONSERVATION – Mr. Carbone:
 - RECREATION AND COMMUNITY SERVICES – Mr. Southworth:
 - COMMITTEE-OF-THE-WHOLE – Mr. Daymut:
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
 - MAYOR PERCIAK:
 - FINANCE DEPARTMENT - Mr. Dubovec:
 - LAW DEPARTMENT- Mr. Kraus:
9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2014-172 by Mr. Carbone and Mr. Maloney. AN ORDINANCE AMENDING SECTIONS 1252.05, 1252.20, AND SECTION 1253.11, OF TITLE SIX OF PART TWELVE-PLANNING AND ZONING CODE, OF THE CODIFIED ORDINANCES OF THE CITY OF STRONGSVILLE CONCERNING REQUIREMENTS ASSOCIATED WITH R1-125 RESIDENTIAL DISTRICTS AND CLUSTER DEVELOPMENTS. First reading 09-15-14. Favorable recommendation by Planning Commission 09-25-14.
- Ordinance No. 2014-178 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT TO PROVIDE PUBLIC SAFETY DISPATCH SERVICES TO THE CITY OF BEREA, AND DECLARING AN EMERGENCY. First reading 09-15-14.
- Ordinance No. 2014-182 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION FOR STATE OF OHIO ISSUE 1 FUNDING FOR IMPROVEMENTS TO THE ALBION ROAD AND PROSPECT ROAD INTERSECTION, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-183 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION FOR STATE OF OHIO ISSUE 1 FUNDING FOR IMPROVEMENTS TO THE MUNICIPAL SANITARY SEWER SYSTEM IN CONNECTION WITH THE BOWMAN DRIVE/FETZER DRIVE SANITARY SEWER PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Resolution No. 2014-184 by Mr. Maloney. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR THE ADDITION AND CO-LOCATION OF THREE (3) NEW ANTENNAS, ON AN EXISTING TELECOMMUNICATIONS TOWER ON CITY-OWNED PROPERTY LOCATED AT 16099 FOLTZ PARKWAY (PPN 393-12-002 and 393-10-001), IN THE CITY OF STRONGSVILLE.
- Resolution No. 2014-185 by Mayor Perciak and Mr. Maloney. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR THE CONSTRUCTION OF A PAVILION AND PARKING LOT ADDITION FOR THE STRONGSVILLE UNITED METHODIST CHURCH, IN THE CITY OF STRONGSVILLE.
- Ordinance No. 2014-186 by Mayor Perciak and Mr. DeMio. AN ORDINANCE RATIFYING, AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AGREEMENTS WITH TAC COMPUTER, INC. FOR CONTINUATION OF COMPUTER SOFTWARE AND MAINTENANCE SERVICES FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS, INCLUDING THE CITY'S REGIONAL PUBLIC SAFETY DISPATCH CENTER, FOR THE REMAINDER OF 2014 AND FOR 2015, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

- Ordinance No. 2014-187 by Mayor Perciak and Mr. DeMio. AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT WITH CUYAHOGA COUNTY AND THE CUYAHOGA COUNTY JUVENILE COURT IN CONNECTION WITH A COMMUNITY DIVERSION PROGRAM TO ADDRESS JUVENILE MISDEMEANOR AND STATUS OFFENDERS IN THE CITY OF STRONGSVILLE FOR THE YEAR 2015, AND DECLARING AN EMERGENCY.
- Resolution No. 2014-188 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING A DONATION OF SIXTY NEW STUDENT CHAIRS FROM THE STRONGSVILLE ROTARY FOUNDATION FOR USE AT THE CITY OF STRONGSVILLE POLICE DEPARTMENT'S SAFETY TOWN.
- Ordinance No. 2014-189 by Mr. Southworth. AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S RECREATION DEPARTMENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2014-190 by Mayor Perciak. AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2014 AND REPEALING ORDINANCE NUMBER 2014-154.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 - 182

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION FOR STATE OF OHIO ISSUE 1 FUNDING FOR IMPROVEMENTS TO THE ALBION ROAD AND PROSPECT ROAD INTERSECTION, IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, this Council is desirous of making application for State of Ohio Issue 1 funding, including both a grant and loan (at zero percent interest), for improvements to Albion Road and Prospect Road in connection with the Albion Road & Prospect Road Intersection Improvements Project, consisting of widening and full reconstruction of the existing two-lane roadway for the addition dedicated EB and WB left turn lanes and dedicated NB right turn lane on Albion Road, extension of the NB and SB left turn lanes and dedicated EB right turn lane on Prospect Road, with a total overall estimated cost of \$2,286,665.00.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That the Mayor and City Engineer be and are hereby authorized and directed to prepare and submit an application to the Ohio Public Works Commission for some \$2,057,999.00 in Issue 1 funding, including both a grant and loan, for improvements to Albion Road and Prospect Road in connection with the Albion Road & Prospect Road Intersection Improvements Project; and to execute all documents and do all things necessary in furtherance thereof.

Section 2. That, if such application is approved, it is the intent of this Council to pay for the City's portion of the costs in connection with such project, estimated to be some \$228,666.00, from the General Capital Improvement Fund and such other local and/or state funds which become available for such project.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption 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 action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 - 182
Page 2

welfare of the City, and for the further reason that the preparation and submission of the application is immediately necessary in order to meet the application deadline date, to provide for improved traffic flow and level of service, improved safety, and safe roads within the municipality, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2014-182 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 -183

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR AND CITY ENGINEER TO PREPARE AND SUBMIT AN APPLICATION FOR STATE OF OHIO ISSUE 1 FUNDING FOR IMPROVEMENTS TO THE MUNICIPAL SANITARY SEWER SYSTEM IN CONNECTION WITH THE BOWMAN DRIVE/FETZER DRIVE SANITARY SEWER PROJECT IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

WHEREAS, this Council is desirous of making application for State of Ohio Issue 1 funding, including both a grant and loan (at zero percent interest), for improvements to the Municipal Sanitary Sewer System, consisting of the installation of an 8" sanitary sewer collection line, manholes and house connections, in connection with the Bowman Drive/Fetzer Drive Sanitary Sewer Project, with a total overall estimated cost of \$1,286,585.00.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That the Mayor and City Engineer be and are hereby authorized and directed to prepare and submit an application to the Ohio Public Works Commission for some \$1,029,268.00 in Issue 1 funding, including both a grant and loan, for improvements to the Municipal Sanitary Sewer System in connection with the Bowman Drive/Fetzer Drive Sanitary Sewer Project; and to execute all documents and do all things necessary in furtherance thereof.

Section 2. That, if such application is approved, it is the intent of this Council to pay for the City's portion of the costs in connection with such project, estimated to be some \$257,317.00, from the Sanitary Sewer Fund and through the collection of special assessments and such other local and/or state funds which become available for such project.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption 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 action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 - 183
Page 2

welfare of the City, and for the further reason that the preparation and submission of the application is immediately necessary in order to meet the application deadline date, provide for an improved public sewer system for residents, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2014-183 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014 – 184

By: Mr. Maloney

A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR THE ADDITION AND CO-LOCATION OF THREE (3) NEW ANTENNAS, ON AN EXISTING TELECOMMUNICATIONS TOWER ON CITY-OWNED PROPERTY LOCATED AT 16099 FOLTZ PARKWAY (PPN 393-12-002 and 393-10-001), IN THE CITY OF STRONGSVILLE.

WHEREAS, Sprint Wireless, through its agent, Suresite, has submitted a final site plan to the Planning Commission for approval of co-location of three (3) new antennas on the existing telecommunications tower, on City-owned property located at 16099 Foltz Parkway, (PPN 393-12-002 and 393-10-001) zoned General Industrial; and

WHEREAS, the Commission approved said final site plan at its meeting of September 11, 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, STATE OF OHIO:

Section 1. That this Council does hereby confirm the approval of the City's Planning Commission of the final site plan submitted by Sprint Wireless, through its agent, Suresite, for co-location of three (3) new antennas on the existing telecommunications tower, on City-owned property located at 16099 Foltz Parkway (PPN 393-12-002 and 393-10-001).

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption 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 action were in meetings open to the public in compliance with all legal requirements.

Section 3. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2014 - 184

Page 2

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

Res.
ORD. No. 2014-184 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

MEMORANDUM

TO: Aimee Pientka, Council Clerk
Ken Kraus, Law Director

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: September 12, 2014

Please be advised that at its meeting of September 11, 2014 the Strongsville Planning Commission gave favorable recommendation to the following;

SURESITE ON BEHALF OF SPRINT WIRELESS/ Mike Holbrook, Agent

Site Plan approval for the addition of 3 new antennas for the Sprint co-location on an existing telecommunications tower located at 16099 Foltz Parkway, PPN 393-12-002 and 393-10-001 zoned General Industrial.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014 – 185

By: Mayor Perciak and Mr. Maloney

A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR THE CONSTRUCTION OF A PAVILION AND PARKING LOT ADDITION FOR THE STRONGSVILLE UNITED METHODIST CHURCH, IN THE CITY OF STRONGSVILLE.

WHEREAS, Strongsville United Methodist Church submitted a final site plan to the Planning Commission for approval of an 80' x 34' pavilion and parking lot addition on PPN 398-29-002, located at 13500 Royalton Road, which property is zoned Public Facilities; and

WHEREAS, the Planning Commission approved said final site plan at its meeting of September 25, 2014.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, STATE OF OHIO:

Section 1. That this Council does hereby confirm the approval of the City's Planning Commission of the final site plan submitted by Strongsville United Methodist Church for the construction of an 80' x 34' pavilion and parking lot addition on PPN 398-29-002, located at 13500 Royalton Road, subject to the conditions established by the Planning Commission.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption 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 action were in meetings open to the public in compliance with all legal requirements.

Section 3. That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2014 - 185
Page 2

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

Res.
~~ORD.~~ No. 2014-185 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

MEMORANDUM

TO: Aimee Pientka, Council Clerk
Ken Kraus, Law Director

FROM: Carol Oprea, Administrative Assistant, Boards & Commissions

SUBJECT: Referrals to Council

DATE: September 26, 2014

Please be advised that at its meeting of September 25, 2014 the Strongsville Planning Commission gave Favorable Recommendation to the following;

ORDINANCE NO. 2014-172

An Ordinance Amending Sections 1252.05, 1252.20 and Section 1253.11 of Title Six of Part Twelve Planning and Zoning Code, of the Codified Ordinances of the City of Strongsville concerning requirements associated with R1-125 Residential Districts and Cluster Developments.

STRONGSVILLE UNITED METHODIST CHURCH/ Dan LaRocco, Agent

Site Plan approval for the proposed 80' x 34' Pavilion and Parking Lot Addition for property located at 13500 Royalton Road, PPN 398-29-002 zoned Public Facility.
**ARB Favorable Recommendation 9-2-14.*

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 - 186

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE RATIFYING, AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AGREEMENTS WITH TAC COMPUTER, INC. FOR CONTINUATION OF COMPUTER SOFTWARE AND MAINTENANCE SERVICES FOR THE STRONGSVILLE POLICE AND FIRE DEPARTMENTS, INCLUDING THE CITY'S REGIONAL PUBLIC SAFETY DISPATCH CENTER, FOR THE REMAINDER OF 2014 AND FOR 2015, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Strongsville has previously entered into an agreement with TAC Computer, Inc. for computer consulting services for the Strongsville Police Department and Fire Department; and

WHEREAS, TAC Computer, Inc. has consistently provided the City's Police and Fire Departments with proprietary dispatch and police records management software for many years; and

WHEREAS, in order for the Police and Fire Departments, and now also the City's Regional Public Safety Dispatch Center, to continue to access and utilize such specialized software and maintenance services provided by TAC Computer, Inc., it is immediately necessary to enter into further agreements with TAC Computer, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, BY UNANIMOUS AFFIRMATIVE VOTE:

Section 1. That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Communication & Technology of the City of Strongsville, in that it is immediately necessary to enter into agreements, without public bidding, with TAC Computer, Inc. in order for the Strongsville Police Department, the City's Regional Public Safety Dispatch Center, and the Fire Department to continue to utilize TAC Computer, Inc. and its specialized and various unique proprietary software related to public safety, in order to protect the health, safety, welfare and property of individuals traversing through and living in the City.

Section 2. That for the reasons aforesaid, Council hereby ratifies, authorizes and directs the Mayor to enter into Agreements, without public bidding, with TAC Computer, Inc., in amounts not to exceed \$9,752.37 for the remainder of 2014, commencing October 1, 2014, and not to exceed \$42,192.00 for the year 2015, copies

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 - 186

Page 2

of which Agreements are attached hereto as Exhibits A and B, respectively, and incorporated herein as if fully rewritten, but subject to finalization in a form satisfactory to the Law Director.

Section 3. That the funds for the purpose of such contract have been appropriated for 2014 and shall be paid from the General Fund for 2014 and 2015.

Section 4. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were 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 action were in meetings open to the public in compliance with all legal requirements.

Section 5. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to enter into the aforesaid agreements in order for the Strongsville Police Department, the City's new Regional Public Safety Dispatch Center, and the Fire Department to continue to utilize the most efficient and up-to-date unique public safety-related software and maintenance services, to protect the health, safety, welfare and property of individuals traversing through and living in the City, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous affirmative vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____

Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2014-186 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____



7603 First Place B10 Oakwood, Ohio 44146
Phone 440-232-2555 Fax 440-232-3979
Email tom@taccomputer.com

September 16, 2014

Oren Youngstein
13213 Pearl Rd.
Strongsville, OH 44136

Dear Sir:

This is the estimated cost for the TAC multi agency CAD / RMS system and hosted MDT, OLEN, 911 mapping and public report access for the City of Strongsville. All systems are proprietary to TAC Computer Inc. and cannot be supported by any other company.

Support and services Oct, Nov, Dec 2014	\$9,752.37
Support and services 2015	\$42,192.00

Sincerely;

A handwritten signature in cursive script that reads 'Thomas W. Craven'.

Thomas W. Craven
TAC Computer Inc.

FLAT RATE SERVICE AGREEMENT

This agreement is made the first (1) day of January, 2014 between TAC Computer Inc. having its principal place of business at 7603 First Place B-10, Oakwood Village, Ohio 44146 (hereinafter called "TAC") and the Strongsville Police Department

Department of Communications and Technology
13213 Pearl Rd.
Strongsville, Ohio 44136

Effective 01/01/2014

QTY	Description	ITEMS COVERED		Total
1	Computer Aided Dispatch/Police Records	737.00		737.00
1	LEADS Connectivity Support	70.00		70.00
1	TAC CAD to FH Interface	50.00		50.00
1	911 Mapping Server			
3	911 Mapping	31.25		93.75
8	Mobile Mapping	8.13		65.04
4	Fire MDT	15.00		60.00
1	Report to Web	125.00		125.00
31	TAC Mobile Software Rental/Support	50.00		1,550.00
1	OLEN Membership	300.00		300.00
1	ORI Hosting	200.00		200.00

Quarterly Total **\$9,752.37**

Please check desired billing frequency:

Monthly Quarterly Semi annual Annual

The parties agree that TAC will perform maintenance service on all of the above equipment and the customer will pay TAC for these services subject to the terms and conditions set forth on both the front and reverse sides of this form as well as attachments.

ACCEPTED:

TAC Computer Inc.

Customer: CITY OF STRONGSVILLE

By: Thomas W. Brown Date _____

Name _____

Customer's P.O. # _____

By: Thomas P. Perciak

TAX Exempt. # _____

Title: Mayor

Ex. A

SOFTWARE SERVICE AGREEMENT TERMS & CONDITIONS

ARTICLE 1 - WORK DESCRIPTION

TAC Technicians shall provide the following support services.

A. Remedial correct any covered software error condition or malfunctions. Assist operators with routine questions concerning software usage.

B. Provide updates to current version of software as they are released.

ARTICLE 2 - INCLUDED SERVICES

TAC will furnish software support via telephone and remote diagnostic software.

ARTICLE 3 - SERVICE HOURS

The included principal period service covers work performed between the hours of 8:00 AM. and 5:00 PM., Monday through Friday, excluding all nationally observed holidays. All service provided outside the principal period will be billed at the current rate of \$100.00 per hour, including travel time. All calls for service originating outside the principal period will be subject to a two-hour minimum including travel time, regardless of the corrective actions taken by TAC Computer Inc.

ARTICLE 4 - LIABILITY

TAC shall use its best effort to perform service within a reasonable time after request by the customer, (normally 4 working hours), but shall not be deemed to be in default for any interruptions to operations. TAC does not accept or assume any responsibility for the loss of data that may occur during any repair procedure. (It is always recommended that all data be backed up). TAC maximum liability for any direct or indirect damages, regardless of the nature of the claim of action or incidentals to the performance or nonperformance of the service is an amount equal to cost one month cost of this service agreement.

ARTICLE 5 - TERM

This agreement shall be in full force and effect on the effective date on the front side of this agreement and shall remain in effect for the initial term of ¹⁵~~36~~ months and thereafter will remain in effect until terminated by either party hereto with thirty (30) days written notice to the other party. This agreement replaces and supersedes all previous agreements.

TPP

ARTICLE 6 - RATES

TAC shall notify the customer of any changes in rate with 30 days written notice. The rates are guaranteed not to change for the initial term of this agreement. Accounts that are passed 30days will incur a \$10.00 fee.

TAC

ARTICLE 7 - SOFTWARE COPYRIGHT

All TAC Computer Incorporated's application software is covered under U.S. Copyright laws. TAC application software or derivative there of, cannot be copied or distributed to any other parties for any reason.

FLAT RATE SERVICE AGREEMENT

This agreement is made the seventeenth day of September, 2014 between TAC Computer Inc. having its principal place of business at 7603 First Place B-10, Oakwood Village, Ohio 44146 (hereinafter called "TAC") and the Strongsville Police Department

Department of Communications and Technology
13213 Pearl Rd.
Strongsville, Ohio 44136

Effective 01/01/2015

		ITEMS COVERED	
QTY	Description	Month Total	
1	Multi-agency Computer Aided Dispatch/Police Records	937.00	937.00
1	LEADS Connectivity Support	70.00	70.00
1	TAC CAD to FH Interface	50.00	50.00
1	911 Mapping Server		
5	911 Mapping	32.00	160.00
8	Mobile Mapping	8.00	64.00
4	Fire MDT	15.00	60.00
1	Report to Web	125.00	125.00
31	TAC Mobile Software Rental/Support	50.00	1,550.00
1	OLEN Membership	300.00	300.00
1	ORI Hosting	200.00	200.00

Quarterly Total **\$10,548.00**

Please check desired billing frequency:

Monthly Quarterly Semi annual Annual

The parties agree that TAC will perform maintenance service on all of the above equipment and the customer will pay TAC for these services subject to the terms and conditions set forth on both the front and reverse sides of this form as well as attachments.

ACCEPTED:
TAC Computer Inc.

Customer: CITY OF STRONGSVILLE

By: Thomas W. Cronan Date: _____

Name: _____

Customer's P.O. # _____

By: Thomas P. Perciak

TAX Exempt. # _____

Title: Mayor

SOFTWARE SERVICE AGREEMENT TERMS & CONDITIONS

ARTICLE 1 - WORK DESCRIPTION

TAC Technicians shall provide the following support services.

A. Remedial correct any covered software error condition or malfunctions. Assist operators with routine questions concerning software usage.

B. Provide updates to current version of software as they are released.

ARTICLE 2 - INCLUDED SERVICES

TAC will furnish software support via telephone and remote diagnostic software.

ARTICLE 3 - SERVICE HOURS

The included principal period service covers work performed between the hours of 8:00 AM. and 5:00 PM., Monday through Friday, excluding all nationally observed holidays. All service provided outside the principal period will be billed at the current rate of \$100.00 per hour, including travel time. All calls for service originating outside the principal period will be subject to a two-hour minimum including travel time, regardless of the corrective actions taken by TAC Computer Inc.

ARTICLE 4 - LIABILITY

TAC shall use its best effort to perform service within a reasonable time after request by the customer, (normally 4 working hours), but shall not be deemed to be in default for any interruptions to operations. TAC does not accept or assume any responsibility for the loss of data that may occur during any repair procedure. (It is always recommended that all data be backed up). TAC maximum liability for any direct or indirect damages, regardless of the nature of the claim of action or incidentals to the performance or nonperformance of the service is an amount equal to cost one month cost of this service agreement.

ARTICLE 5 - TERM

This agreement shall be in full force and effect on the effective date on the front side of this agreement and shall remain in effect for the initial term of ~~36~~¹⁵ months and thereafter will remain in effect until terminated by either party hereto with thirty (30) days written notice to the other party. This agreement replaces and supersedes all previous agreements.

TPP

ARTICLE 6 - RATES

TAC shall notify the customer of any changes in rate with 30 days written notice. The rates are guaranteed not to change for the initial term of this agreement. Accounts that are passed 30days will incur a \$10.00 fee.

TAC

ARTICLE 7 - SOFTWARE COPYRIGHT

All TAC Computer Incorporated's application software is covered under U.S. Copyright laws. TAC application software or derivative there of, cannot be copied or distributed to any other parties for any reason.

through its Director of Finance prior to commencement of the Services and shall be in proper form.

Consultant hereby agrees to maintain the insurances described above during the term hereof. If Consultant fails to furnish and maintain the insurances required, the City may purchase such insurance on behalf of Consultant, and Consultant shall pay the cost thereof to the City upon demand and shall furnish to the City any information needed to obtain such insurance.

3. CONSULTANT'S INDEMNIFICATION. Subject to the applicable limitation of liability, Consultant hereby agrees to defend, indemnify and hold harmless the City and any of its officers or employees from all loss, damage, cost or expense, including but not limited to attorneys fees and expert witness fees, arising out of or in any way caused by:

- (a) Consultant's negligent performance of services under this Agreement;
- (b) Claims, suits or actions of every kind and description when such suits or actions are caused by negligent, willful and/or wanton acts, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors; or
- (c) Injury or damages received or sustained by any party because of the negligent willful and/or wanton acts, and/or errors or omissions of Consultant, its officers, employees, consultants, subconsultants, and/or subcontractors.

Consultant shall include a same or similar indemnity provision in each of its contracts with any approved consultant, subconsultant, and subcontractor, which requires that such person or entity defend, indemnify and hold harmless the City, its officers and employees from all loss, damage, cost, or expense to the extent caused by the negligence, error, omission, or willful or wanton misconduct of such person or entity.

4. POWERS OF THE CUSTOMER. Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City as Customer, including, but not limited to, the City's authority to enter into a similar agreement with any other entity.

5. NONDISCRIMINATION. Consultant agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of race, color, religion, age, creed, gender, national origin, sexual preference, or disability.

6. NON-WAIVER. Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of any subsequent breach of any agreement, condition or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.

7. NOTICES. Any notice or other communication required or permitted hereunder shall be deemed to be properly given when sent by certified or registered mail, postage prepaid, return receipt requested, or when hand delivered, and addressed as follows:

If to City:

Director of Communication & Technology
City of Strongsville
16099 Foltz Parkway
Strongsville, Ohio 44149
with a copy to the Law Director

If to Consultant:

Thomas W. Craven
TAC Computer, Inc.
7603 First Place B10
Oakwood, Ohio 44146

Either party may at any time, by giving ten (10) days' written notice to the other party, designate any other address in substitution of the foregoing address to which the notice or communication shall be transmitted.

8. PARAGRAPH HEADINGS. The paragraph headings contained herein are merely for convenience and reference, and are not intended to be a part of this Agreement, or in any manner to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

9. LEGAL RELATIONSHIP OF PARTIES. It is expressly understood and agreed that during the term of this Agreement, Consultant shall be engaged in the provision of services solely as an independent contractor, and shall have no right to control City's officials, employees, agents, contractors, or representatives. It is further expressly understood that Consultant's officers, employees, agents, contractors, and representatives are acting solely and exclusively under the direction and control of Consultant. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the City and Consultant, its officers, employees, agents, contractors or representatives; and Consultant shall have no authority whether express, implied, apparent or otherwise to bind or obligate the City in terms of any third parties.

10. NO PARTNERSHIP. Nothing contained herein shall make, or be deemed to make, the City and Consultant a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.

11. COMPLIANCE WITH CERTAIN STATE LAWS. Consultant is in compliance with and shall abide by any applicable reporting provisions of O.R.C. Sections 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to the campaign committees of certain City's officials.

12. SINGULAR AND PLURAL. Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

13. BINDING EFFECT AND SUCCESSORS AND ASSIGNS. This Agreement and all of the covenants hereof shall be binding upon and inure to the benefit of both the City and Consultant, and their respective partners, successors, permitted assigns and legal representatives. Neither the City nor Consultant shall have the right to assign or transfer its interests or obligations hereunder without the advance written consent of the other party.

Acceptance of the terms of this Addendum to Flat Rate Service Agreements for Software Services is acknowledged by both Consultant and City through the following signatures of their respective authorized representatives.

“CITY”/“CUSTOMER”
CITY OF STRONGSVILLE

“CONSULTANT”
TAC COMPUTER, INC.

By: _____
Signature

By: _____
Signature

Thomas P. Perciak, Mayor
Typed Name/Title

Thomas W. Craven
Typed Name/Title

Date of Signature

Date of Signature

CERTIFICATION OF FUNDS

I, Joseph K. Dubovec, Director of Finance of the City of Strongsville, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the Agreement and is in the treasury of the City, or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.

Date

Director of Finance

CERTIFICATE OF LAW DIRECTOR

I hereby certify that I have reviewed and approved the form of the foregoing Agreement this ____ day of _____, 2014.

Kenneth A. Kraus, Law Director

CITY OF STRONGSVILLE

**EQUAL OPPORTUNITY REQUIREMENTS
for
SERVICE and SUPPLY CONTRACTS**

The City of Strongsville has adopted by Resolution No. 1977-70 regulations which provide that all prospective BIDDERS on CONTRACTS in excess of \$2,500.00 for Services, Equipment and Material Supplies or Vendors must complete and file with the BID the following Affirmative Action Certification, or BID will be deemed non-responsive and void.

This Certification becomes part of the resultant CONTRACT.

In providing goods and/or services hereunder Vendor, Lessor or CONTRACTOR agrees to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 and provisions of Executive Order no. 11246, dated September 24, 1965 as amended by Executive Order No. 11375, dated October 13, 1967 and such other executive orders on non-discrimination in Employment as may be issued with the rules, regulations and orders pursuant thereto as the same may be amended or revised from time to time all of which are specifically included by reference and made a part hereof. Vendor, Lessor or CONTRACTOR agree to include the substance of the foregoing clause in every Sub-Contract or Purchase Order for performance of work in furnishing goods and/or services hereunder.

Company: _____

By: _____

Date: _____

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS:
COUNTY _____)

_____, being first duly sworn, deposes and says that

he/she is _____ of the party making the foregoing
(Title)

Proposal; that such Proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Proposal is genuine and not collusive or sham; that said Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a false or sham Proposal, and has not, directly or indirectly, colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that said Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of said Proposer or of any other Proposer or to fix any overhead, profit, or cost element of such Proposal price or that of any other Proposer, or to secure any advantage against the City of Strongsville or anyone interested in the proposed Contract; that all statements contained in such Proposal are true; that said Proposer has not, directly or indirectly, submitted his Proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the Contract above referenced, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said Proposer in his general business; and further that said Proposer shall not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, for aid or assistance in securing the Contract above referenced in the event the same is awarded to the Proposer.

Affiant

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS _____ day
of _____, 20__.

Notary Public



INDEPENDENT CONTRACTOR ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Outreach: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

STEP 1: Personal Information

Social Security Number

____-____-____

First Name

MI

Last Name

____ MI ____

STEP 2: Public Employment Information

Name of Public Employer

Employer Contact

First Name

MI

Last Name

_____ MI _____

Employer Code

Employer Contact Phone Number

____-____-____

Service Provided to Public Employer

Start Date of Service

Month Day Year

____/____/____

End Date of Service

Month Day Year

____/____/____

STEP 3: Acknowledgment

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.

Signature _____ Today's Date ____/____/____
Do not print or type name

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 187

By: Mayor Perciak and Mr. DeMio

AN ORDINANCE APPROVING AND AUTHORIZING AN AGREEMENT WITH CUYAHOGA COUNTY AND THE CUYAHOGA COUNTY JUVENILE COURT IN CONNECTION WITH A COMMUNITY DIVERSION PROGRAM TO ADDRESS JUVENILE MISDEMEANOR AND STATUS OFFENDERS IN THE CITY OF STRONGSVILLE FOR THE YEAR 2015, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Chapter 2151 and the Rules of Juvenile Procedure give general authority for the Cuyahoga County Juvenile Court to establish legal mechanisms to divert complaints before they are filed for formal court action, while protecting the constitutional due process rights of accused juveniles; and

WHEREAS, Ohio Revised Code Section 2151.11 also specifically permits the Cuyahoga County Juvenile Court to participate with other public agencies in programs which have as their objective the prevention and control of juvenile delinquency; and

WHEREAS, the Cuyahoga County Juvenile Court desires to promote and develop a Community Diversion Program to address juvenile misdemeanor and status offenders, in order to divert youths who are juvenile offenders involving misdemeanor and status offenses from formal court action and to utilize community resources to ameliorate such situations; and

WHEREAS, the Cuyahoga County Juvenile Court previously agreed to develop and implement a Community Diversion Program for misdemeanor and status offense complaints against juveniles in the City of Strongsville for offenses that are committed elsewhere by Strongsville residents; and

WHEREAS, since approximately 2002, this Council, through prior Ordinances, has previously authorized agreements with the Cuyahoga County Juvenile Court for such purpose and to implement such a program; and

WHEREAS, this Council, therefore, desires to once again enter into an agreement with Cuyahoga County and the Cuyahoga County Juvenile Court, for the fiscal year January 1, 2015 through December 31, 2015, to assist the City in addressing juvenile misdemeanor and status offenses, and to request financial assistance thereunder;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 - 187

Page 2

Section 1. That the Mayor and/or Chief of Police be and are hereby authorized to enter into an Agreement with CUYAHOGA COUNTY and the CUYAHOGA COUNTY JUVENILE COURT to assist the City in addressing juvenile misdemeanor and status offenses and to request financial assistance in connection with a Community Diversion Program established by the Cuyahoga County Juvenile Court, for fiscal year January 1, 2015 through December 31, 2015, a copy of which is attached hereto as Exhibit "1" and incorporated herein by reference, which is in all respects hereby approved.

Section 2. That funds received from the Cuyahoga County Juvenile Court in connection with the Community Diversion Program shall be placed into the Community Diversion Program Fund; and any local funds necessary to carry out the Community Diversion Program shall be paid from such fund, known as Special Revenue Fund No. 222.

Section 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption 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 action were in meetings open to the public in compliance with all legal requirements.

Section 4. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to continue to participate with the Cuyahoga County Juvenile Court in the Community Diversion Program to assist the City in dealing with juvenile misdemeanor and status offenses, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

President of Council
Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council
 ORD. No. 2014-187 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

**CUYAHOGA COUNTY
COURT OF COMMON PLEAS, JUVENILE COURT DIVISION
COMMUNITY DIVERSION PROGRAM
CITY OF STRONGSVILLE
AGREEMENT**

THIS AGREEMENT is entered into this _____ day of _____, 2014 by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Court of Common Pleas, Juvenile Court Division (hereinafter called the "COURT") and **City of Strongsville**, a government entity, with principal offices located at 18688 Royalton Road, Strongsville, Ohio 44136 (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services to develop and implement the Community Diversion Program (hereinafter called the "CDP"), or utilize another COURT-approved CDP to hear misdemeanor and status offense complaints that occur in the **City of Strongsville** or are committed elsewhere by **Strongsville** residents and the VENDOR can provide these services from January 1, 2015 to December 31, 2015. Attachment A identifies some of those misdemeanor and status offenses appropriate for diversion.

NOW THEREFORE, the parties hereto do mutually agree as follows:

- I. TARGET POPULATION - The youth referred to the project shall be males and females, ages 10 to 17. These youth shall be residents of Cuyahoga County referred by the COURT'S Intake Department (hereinafter called the "YOUTH").

- II. DESCRIPTION OF SERVICES - The CDP shall be developed and implemented according to standards developed by the COURT, which include, but are not limited to:
 - A. The CDP shall have access to at least one Volunteer Magistrate provided by the VENDOR.
 1. A Volunteer Magistrate should be an attorney in good standing, licensed by the State of Ohio or employed by the federal government, and approved by the COURT.
 2. The Volunteer Magistrate shall complete the orientation program and paperwork provided by the COURT.
 - B. The COURT shall review and approve the CDP procedures implemented by the CDP.
 - C. The VENDOR shall have a confidential filing system that the COURT shall review.
 - D. The VENDOR is subject to verification of funding by the COURT.
 - E. The VENDOR shall monitor participants in the CDP program one (1) year from the date of the hearing.
 - F. The VENDOR shall follow reporting requirements as laid out below.
 1. The VENDOR agrees to furnish to the COURT by the first (1st) day of each month the monthly CDP Database Report completed in its entirety for each child diverted during the previous month. For example, all data on diversion hearings occurring in January must be reported by February 1. This data includes, but is not limited to, the type of offense committed by the child and information pertaining to the outcome

(sanctions and services) of the diversion hearing. The VENDOR will report this data to the COURT using the Access database format established by the COURT. The COURT will supply the VENDOR with a database disk. Failure to report the data by the first (1st) day of each month or to follow the Access database format is grounds for discontinuing funding and jeopardizes future eligibility for funding.

2. Information reported in the database will be used for statistical and financial analysis only. Access to this information will be restricted by the COURT.

III. OPERATIONAL DETAILS -

A. SERVICE SITE: YOUTH are served at a mutually agreed upon site.

B. CONTACT PERSON:

VENDOR

Ms. Marie McManus
18688 Royalton Road
Strongsville, Ohio 44136
(440) 580-3257

COURT

Heather Corcoran
9300 Quincy Avenue
Cleveland, Ohio 44106
(216) 443-8428

IV. OBJECTIVES - The VENDOR shall ensure that the following Objectives and Performance Indicators are met for the program provided under this AGREEMENT:

Objectives

1. 75% of referred YOUTH admitted to the program during the contract period will successfully complete the program.
2. 100% of referred YOUTH admitted to the program will have CDP data electronically submitted in the CDP Access database within one month of admission to the program.

Performance Indicator

1. Number of referred YOUTH admitted to the program during the contract period.
2. Number of YOUTH admitted to the program whose CDP data is electronically submitted in the CDP Access database within one month of admission to the program.

- V. BUDGET - Funding for this AGREEMENT is contingent upon the availability of funds. Funding is not to exceed **\$8,400.00** per 12-month period. All funds disbursed to the VENDOR from the COURT shall be audited and monitored by the COURT. Failure to provide adequate or substantial verification of receipt and expenditure of funds shall result in the COURT discontinuing funding. Should the COURT discontinue funding, the VENDOR must reimburse all remaining funds for which substantial documentation of receipt or expenditure cannot be produced. If more than 50% of the allocated funding is not spent at the end of this AGREEMENT, the VENDOR will return the funding to the COURT.
- A. Incurring Costs: The COURT shall not be responsible for any cost incurred by the VENDOR prior to commencement and subsequent to the termination of this AGREEMENT.
- B. Monthly Fiscal Report: The VENDOR shall, within ten (10) days following the last day of each month, submit an invoice for a monthly payment of **\$700.00** to the COURT. No invoices will be processed without an accompanying electronic submission of all CDP data in the Access database. All invoices shall include the VENDOR'S name, program name, address, phone, invoice number, federal tax ID number, VENDOR number and month on it. All invoices must be signed and dated for verification by the VENDOR. Failure to comply with submission of the invoice within the ten (10) day submission rule may result in the COURT not processing the invoice for payment. Additional or corrected invoicing for services beyond the previous month must be requested separately in writing describing the reasons for the additional billing along with specific supporting documentation to substantiate the requested claim. Under no circumstance will the COURT accept or process any initial invoices received after sixty (60) days following the end of the month that the service was provided in. For example, if the service was provided within January, then the 60 day period expires on March 31.
- C. Invoice Review: The COURT shall accept the electronic invoice as evidence of its receipt by the COURT. The electronic invoice shall be deemed received the date it is sent by the VENDOR. The COURT shall review invoices for completeness before making payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, non-covered services and to audit by the COURT.
- VI. RETENTION OF ACCOUNTING AND REPORTING PROCEDURES - The VENDOR shall maintain and preserve all fiscal and programmatic records, books, documents and papers that pertain to the performance of this AGREEMENT. Such records shall be subject to inspection, review and audit by COURT personnel. The VENDOR shall maintain the aforementioned records for at least five (5) years following the termination of this AGREEMENT or longer period, as may be required by the applicable records retention schedule.
- VII. PROFESSIONALLY WRITTEN RECORDS - All correspondence and reports to the COURT shall be computer-generated and shall appear professional, with the VENDOR'S name, address, and contact information included.

VIII. ON SITE VISITS - The COURT shall be allowed to access, review and discuss activities and records and shall be allowed to interview individual youth, family, and/or VENDOR'S staff that are served or paid in whole or in part under this AGREEMENT.

IX. BUILDING CODES-SAFETY ORDINANCES - If applicable, all buildings, offices and facilities utilized by the program where the YOUTH shall be present shall conform to and abide by all Federal, State, County and City building codes and safety ordinances. Documentation of such shall be presented to the COURT upon request.

X. INSURANCE - The VENDOR shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this AGREEMENT.

A. **Mandatory Insurance Requirements** - The following three items (Worker's Compensation Insurance, Commercial General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

1. **Worker's Compensation Insurance** as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Contractors with employees working outside of Ohio, Worker's Compensation Insurance as required by the various state and Federal laws as applicable including Employers' Liability coverage with limits of liability not less than:

- \$1,000,000 each accident for bodily injury by accident;
- \$1,000,000 each employee for bodily injury by disease;
- \$1,000,000 policy limit for bodily injury by disease.

Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.

2. **Commercial General Liability Insurance** with limits of liability not less than:
\$1,000,000 each occurrence bodily injury & property damage;
\$1,000,000 personal & advertising injury;
\$1,000,000 general aggregate;
\$1,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

3. **Business Automobile Liability Insurance** covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident;

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

4. **Professional Liability Insurance/Errors & Omissions Liability Insurance**

providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

\$1,000,000 per claim;
\$1,000,000 aggregate.

Such insurance may be written on either an occurrence or claims-made basis. However, if written on a claims-made basis, the claims-made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Agreement.

B. Insurance Coverage Terms and Conditions - The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

- Thirty (30) days prior notice of cancellation or material change;
 - A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.
1. The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VII or above.
 2. These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.
 3. The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.
 4. The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in the best interest of the County.
 5. If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.
 6. The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

XI. ANTI-DISCRIMINATION – The County will follow its policies of non-discrimination. VENDOR hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this AGREEMENT, the VENDOR shall at all times conduct its business in a manner that assures there shall be no discrimination exercised against any person because of race, color, national origin, religion, age, handicap, veteran

status or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the VENDOR shall fully comply with all appropriate Federal and State laws regarding such regulations including the Americans with Disabilities Act.

- XII. ASSIGNABILITY - None of the work or services covered by this AGREEMENT shall be subcontracted without the prior written approval of the COURT.
- XIII. RELIGIOUS AFFILIATIONS - Religious programs/programming if offered shall be voluntary and non-denominational. Non-participation by YOUTH shall not result in any penalty.
- XIV. CONFIDENTIALITY - The parties will comply with all laws regarding confidentiality including, but not limited to, R.C. 2151.421, R.C. 5153.17 and, as applicable, R.C. 5101.131. In addition, products of mediation, mediators' notes, mediation records and mediation communications are confidential and subject to the restrictions set forth in O.R.C. 2317.02, O.R.C. 2317.023, and O.R.C. 3109.052. Authorized COURT representatives shall be allowed reasonable access to VENDOR'S records for review of activities that pertain to the performance of this AGREEMENT, and to interview individual participants served and/or VENDOR staff paid under this AGREEMENT only after permission is obtained from the affected mediation participants and suitable written assurances of confidentiality are given to the VENDOR. This does not authorize a jurist, public defender, prosecutor, COURT employee, or State of Ohio employee to obtain information about a specific mediation in contravention of the specified statutes. The VENDOR shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the COURT, its financial affairs, its relations with its citizens and its employees as well as any other information which may be specifically classified as confidential by the COURT. Client related information is highly confidential. All Federal and State regulations and statutes related to confidentiality shall be applicable to the VENDOR and it shall have an appropriate contract with its employees to that effect.
- XV. LICENSURE - The VENDOR shall have the appropriate license(s) or certification(s) necessary to provide the services of this AGREEMENT. The VENDOR shall also immediately notify the COURT of any change in licensure status affected by the certifying authority.
- XVI. AMENDMENT - This AGREEMENT constitutes the entire agreement of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written agreement executed by the COURT and the VENDOR. The VENDOR agrees that no representation or warranties shall be binding upon the COURT unless expressed in writing herein or in a duly executed amendment hereof.
- XVII. TERMINATION - This AGREEMENT may be terminated by the COURT or the VENDOR upon thirty (30) days prior written notice to the VENDOR. Termination

pursuant to this paragraph shall not affect the COURT'S obligation to pay the VENDOR pursuant to the Budget Section of this AGREEMENT for services performed and expenses incurred prior to termination.

- XVIII. BREACH OF AGREEMENT REMEDIES - Upon breach or default of any of the provisions, obligations or duties embodied in this AGREEMENT, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned. If the VENDOR fails to perform an obligation or obligations under this AGREEMENT and thereafter such failure(s) is (are) waived by the COURT, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the COURT is not effective unless it is in writing and signed by the COURT.
- XIX. SERVICE CONTINUITY - In the event that the funding for the CDP is not renewed, the VENDOR shall develop a plan for cases still receiving mediation services at the end of the AGREEMENT period and submit to the COURT.
- XX. ETHICS REQUIREMENTS - The VENDOR shall comply with all County ethics as well as all requirements within the provisions set forth in State of Ohio, Office of the Governor, Executive Order 2007-01S which establishes new ethics requirements.
- XXI. FINDINGS FOR RECOVERY - The VENDOR represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24.
- XXII. CRIMINAL RECORDS CHECK - The VENDOR shall comply with the provisions as specified in the Ohio Revised Code 109.572 regarding criminal records checks for prospective employees and volunteers. The COURT shall receive upon request verification of police checks, reference checks and confirmation of educational requirements for all employees and volunteers of the VENDOR assigned to this program.
- XXIII. PUBLIC RECORDS - All parties hereto acknowledge that the COUNTY is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the COUNTY and any and all documents in any format or media.
- XXIV. GOVERNING LAW AND JURISDICTION - This AGREEMENT shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this AGREEMENT, and each party consents to the exclusive jurisdiction of such courts. The VENDORS hereby agree not to challenge any provision in this AGREEMENT, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.

XXV. This AGREEMENT has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of COUNTY and the VENDOR. The individuals signing on behalf of the parties to this AGREEMENT are authorized to execute this AGREEMENT on behalf of the COURT and the COUNTY and the VENDORS.

XXVI. ELECTRONIC SIGNATURES - By entering into this AGREEMENT, the VENDOR agrees on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. The VENDOR also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the COUNTY, the COURT and the VENDOR have executed this AGREEMENT as of the date first above written.

City of Strongsville

By: _____
Thomas P. Perciak, Mayor

Cuyahoga County Juvenile Court

By: _____
Marita Kavalec, Court Administrator

Cuyahoga County, Ohio

By: _____
Edward FitzGerald, County Executive

**Approved as to legal form only by the
Law Department of the City of Strongsville.**

By _____
Law Director

Date _____

ATTACHMENT A

Misdemeanor and Status Offenses

Offense Descriptions	Types of Offenses	ORC Statute
Abusing Harmful Intoxicants	M-1	2925.31
Arson (value less than \$500)	M-1	2909.03(A)(1)
Assault	M-1	2903.13(A)
Aggravated Menacing	M-1	2903.21(A)
Aggravated Trespass	M-1	2911.211
Carrying a Concealed Weapon	M-1	2923.12(A)
Cheating	M-1	2915.05(A)(2)
Coercion	M-2	2905.12
Counterfeit Controlled Substances	M-1	2925.37(A)
Criminal Damaging of Endangering	M-2, M-1(with physical harm)	2909.06(A)(1)(2)
Criminal Trespass	M-4	2911.21(A)(1)
Criminal Mischief	M-3	2909.07(A)(1)
Disorderly Conduct	MM, M-4	2917.11(A)(1)
Domestic Violence	M-1	2919.25(A)(B)
Escape	M-1	2921.34
Failure to Comply with Order	M-1	2921.331(A)
Falsification	M-1	2921(A)(3)
Gambling	M-1	2915.02(A)(2)(4)
Hazing	M-4	2903.31
Importuning	M-1	2907.07(B)
Improperly Handling Firearms in MV	M-1	2923.16(A)
Inciting to Violence	M-1	2917.01(A)(1)
Inducing Panic	M-1	2917.31(A)(1)
Intimidation of a Attorney, Victim, Witness	M-1	2921.04(A)
Making False Alarms	M-1	2917.32(A)(1)
Menacing	M-4	2903.22(A)
Menacing by Stalking (1st Offense)	M-1	2903.211(A)
Misuse of Credit Cards (Less than \$500)	M-1	2913.21(B)(2)
Negligent Assault	M-3	2903.211(A)
Obstruction of Official Business	M-2	2921.31(A)
Open Container Prohibited	MM	4301.62
Petty Theft	M-1	2913.02(A)(1)
Passing Bad Check (Less than \$500)	M-1	2913.11(A)
Possession of Criminal Tools	M-1	2923.24(A)
Possession of Drug Abuse Instruments	M-2	2925.12(A)
Possession of Drug Paraphernalia	M-4	2925.14(C)(1)
Possession of Hashish (Less than 5gms)	MM	2925.11(A)
Possession of Hashish (Not exceed 10gms)	M-4	2925.11(A)
Possession of Marijuana	MM	2925.11(A)
Poss. of Marijuana (Less than 200gms)	M-4	2925.11(A)
Prohibition/Underage Consumption	M-1	4301.69(E)(1)
Procuring	M-1	2907.23(A)(1)
Prostitution	M-3	2907.25(A)
Public Indecency (1st Offense)	M-4	2907.09(A)(1)
Public Indecency (w/prior)	M-3	2907.09

ATTACHMENT A

Offense Descriptions	Types of Offenses	ORC Statute
Receiving Stolen Property (Less than \$500)	M-1	2913.51(A)
Resisting Arrest	M-2	2921.33(A)
Riot	M-1	2917.21(A)(1)
Sexual Imposition	M-3	2907.06(A)(1)
Soliciting Prostitution	M-3	2907.25(A)
Tampering with Coin Machine (1st Offense)	M-1	2911.32
Telecommunications Harassment	M-1	2917.21(A)(1)
Unauthorized Use of a Motor Vehicle	M-1	2913.03(A)
Unauthorized Use of Property	M-4	2913.04(A)
Unlawful Restraint	M-3	2905.03
Using Weapons while Intoxicated	M-1	2923.15
Violation of Protection Order	M-1	2919.27(A)
Voyeurism	M-3	2907.08(A)
Status Offenses		
Curfew Violation		Local Legislation
Incorrigible at Home and School		2151.022(A)
Truancy from Home and School		2151.022(B)
Injure or Endangering		2151.022(C)

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2014 - 188

By: Mayor Perciak and All Members of Council

A RESOLUTION ACCEPTING A DONATION OF SIXTY NEW STUDENT CHAIRS FROM THE STRONGSVILLE ROTARY FOUNDATION FOR USE AT THE CITY OF STRONGSVILLE POLICE DEPARTMENT'S SAFETY TOWN.

WHEREAS, the City of Strongsville Police Department coordinates a Safety Town program for children who are just entering kindergarten; and

WHEREAS, Safety Town is an excellent opportunity for children to explore their community through class activities and field trips while learning important safety traffic guidelines and precautions; and

WHEREAS, the Strongsville Rotary Foundation has offered to purchase some sixty (60) new student chairs from Today's Business Products for use by the children who attend Safety Town for education and training, at a total value of approximately \$2,130.00; and

WHEREAS, the City is therefore desirous of accepting such gracious donation.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That this Council hereby extends its gratitude and appreciation to the Strongsville Rotary Foundation for a donation of the purchase of sixty (60) new student chairs to be used by the children attending Safety Town, and having a total value of some \$2,130.00; and further expresses thanks to the supplier of the chairs, Richard Voigt of Today's Business Products.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption 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 action were in meetings open to the public in compliance with all legal requirements.

Section 3. That this Resolution shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: _____
Mayor

Date Passed: _____ Date Approved: _____

CITY OF STRONGSVILLE, OHIO
RESOLUTION NO. 2014 - 188
Page 2

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
Clerk of Council

Res.
~~Ord.~~ No. 2014-188 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____
Adopted: _____ Defeated: _____

STRONGSVILLE ROTARY FOUNDATION

P.O. BOX 360401
STRONGSVILLE, OH 44136

September 18, 2014

Mr. Bryan V. Bogre
Director of Parks, Recreation and
Senior Services
18100 Royalton Road
Strongsville, Ohio 44136

Dear Bryan:

On behalf of the Trustees of the Strongsville Rotary Foundation, we are pleased to donate sixty (60) student chairs for the use of the Strongsville Safety Town. The value of the chairs is \$2,130 and is documented with a copy of the attached invoice from the supplier of the chairs, Today's Business Products, which has been discounted significantly by its owner, Richard Voigt.

Almost ten years ago, our Foundation together with members of the Rotary Club of Strongsville were instrumental in raising over \$110,000 of cash donations from businesses and individuals in our community to build the Safety Town as it exists today. In addition to the cash donations that were raised, members of our Club provided hands-on labor and materials to supplement countless in-kind donations of materials and services by several local businesses and volunteers. Mr. Voigt provided leadership to and supervision of the construction activities during the project. The City of Strongsville donated the use of the land to accommodate this worthwhile project.

We are pleased to see that the young children of our community will be able to enjoy the comfort of the new chairs for their education and training provided by the Strongsville Police Department, under the direction of Officer Don Poney.

Yours very truly,



Richard B. Kiplinger,
Assistant Treasurer

cc: Don Poney
Richard Voigt
Ashley Gay, President
Rotary Club of Strongsville
Bruce Keenen, President
Strongsville Rotary Foundation

Today's Business PRODUCTS

12985 SNOW ROAD
CLEVELAND OH 44130 P: (216)267-5000 F: (216)267-5555

INVOICE

INVOICE NUMBER **1107766-0**
INVOICE DATE **09/10/14**

TO ADDRESS		SHIP TO ADDRESS	
STRONGSVILLE ROTARY FOUNDATIO	ACCT# 27252	STRONGSVILLE DARE PROGRAM	
15300 PEARL ROAD	DEPT	STRONGSVILLE REC CENTER	
STRONGSVILLE OH 44130	440-238-0222	18100 ROYALTON ROAD	
		STRONGSVILLE OH 44136	

CUSTOMER PURCHASE ORDER	SALESPERSON	TERMS	ROUTE	PAYOFF	ORDER TAKER
DARE	DARE	HOUSE ACCOUNT	NEW	CHARGE	102

ITEM NUMBER	MEG	ITEM DESCRIPTION	UNIT	QTY	PRICE	EXTEND PRICE
Who Called : DON PONEY						
2016BLU	VIR	CHAIR,STUDENT,BLUE,16"		15	37.00	555.00
2012GRE-UC	BOF	CHAIR,STUDENT,GREEN,12"	EA	45	35.00	1575.00

Subtotal 2130.00
Tax
Pay This Amount → 2130.00

Detach and return this remittance form with your payment. Page 1

Remit To: Today's Business Products
12985 Snow Road
Cleveland, OH 44130

PLEASE PAY FROM THIS INVOICE
TERMS: Net 15 Days

Past Due Account are Subject to a 1.5% Interest Charge Per Month
Federal ID#: 34-1381975

VISIT OUR WEBSITE FOR TERMS AND CONDITIONS

STRONGSVILLE ROTARY FOUNDATIO
15300 PEARL ROAD
STRONGSVILLE OH 44130

INVOICE 1107766-0			
ACCT#	27252	Subtotal	2130.00
DEPT		Tax	
Pay This Amount →			2130.00

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 189

By: Mr. Southworth

AN ORDINANCE AUTHORIZING THE SALE BY INTERNET AUCTION, OF CERTAIN OBSOLETE PROPERTY NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE BY THE CITY'S RECREATION DEPARTMENT, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

Section 1. That this Council finds that the Recreation Department of the City of Strongsville is in possession of certain old and obsolete equipment and/or tangible property being generally an aquatic center scoreboard and appurtenances, which are obsolete, surplus, have little monetary value, and are no longer needed for any municipal purpose, as more particularly described in Exhibit "A", a copy of which is attached hereto and incorporated herein by reference, and further finds, therefore, that it will be in the best interest of the City that such property be sold by public internet auction through GovDeals.

Section 2. That pursuant to Ohio Revised Code Section 721.15, the City is authorized to sell or dispose of property by internet auction; and that, pursuant to Article IV, Section 3(e) of the City Charter, the Mayor and Director of Finance be and are hereby authorized to dispose of such obsolete tangible property identified in Exhibit "A," and to perform all acts required in furtherance thereof.

Section 3. That the Director of Finance and the Mayor therefore are authorized to retain the services of **GovDeals** to effectuate the sale of such obsolete property by internet auction through an appropriate user agreement between the City and GovDeals, and in a form to be approved by the Law Director; and that the Director of Finance, Mayor and Director of Recreation & Senior Services be and are further authorized and directed to execute all documents and perform all acts required to complete the sale of such obsolete and unneeded property by public internet auction.

Section 4. That the public internet auction will be conducted through GovDeals in accordance with its rules, regulations and procedures, including listing of the obsolete and unneeded property for sale by auction to the public on the internet. That as required by law, the property will be listed for ten (10) days, including Saturdays, Sundays and legal holidays.

Section 5. That the net proceeds of the operation of this Ordinance shall be deposited into either the General Fund, Multi-Purpose Complex Fund or Recreation Capital Improvement Fund.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 - 189
Page 2

Section 6. That it is found and determined that all formal actions of this Council concerning and relating to the adoption 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 action were in meetings open to the public in compliance with all legal requirements.

Section 7. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that the immediate sale of such obsolete and unneeded municipal property is necessary in order to provide necessary storage space for the Recreation Department, to enable the Department to replace obsolete equipment, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

 President of Council

Approved: _____
 Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2014-189 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

 Pub Hrg. _____ Ref: _____
 Adopted: _____ Defeated: _____

IST EQUIPMENT

- TOUCHPADS (SERIAL NUMBERS)
 - 10302
 - 10365
 - 10485
 - 10323
 - 10385
 - 10483
 - 10306
 - 10285
 - 10301
 - 10326
 - 10303
 - 10401
 - 10492
- 1 DECK CABLE
- 1 STARTER WITH MICROPHONE
- 1 IST BOX
- 1 IST BOX POWER CORD
- 3 IST BOX TO COMPUTER
- 1 MICROPHONE
- 1 STARTER POWER CORD
- 1 MICROPHONE STARTER CORD
- 1 IST USER MANUAL AND SOFTWARE
- 4 BANANA START – PLUG INTO SYSTEM STARTER
- 11 BACK UP BUTTONS
- 2 CO-AXIAL CABLES (WALL TO ETHERNET BOX)
- 1 IST TOUCHPAD CART
- Fairplay Scoreboard
 - Model Number SW-1528-V-4111

The listing of the equipment above consists of 13 touchpads and relevant timing equipment for the timing system in the aquatics center. The actual scoreboard is also listed on the bottom of the list, but there was no serial number anywhere on the board.

EXHIBIT A

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2014 - 190
BY: MAYOR THOMAS P. PERCIAK

AN ORDINANCE MAKING APPROPRIATIONS FOR THE ANNUAL EXPENSES AND OTHER EXPENDITURES OF THE CITY OF STRONGSVILLE, OHIO, FOR THE YEAR 2014 AND REPEALING ORDINANCE NUMBER 2014-154.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA, AND STATE OF OHIO:

Section 1: THAT THERE BE APPROPRIATED FROM THE FOLLOWING FUNDS AND AS FURTHER DETAILED IN THE SCHEDULE ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN:

<u>General Fund - 101</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
101 Total General Fund		\$ 14,157,200	\$ 7,578,500	\$ 15,592,800	\$ 37,328,500

<u>Special Revenue Funds - 200</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
203	Police Pension	\$ 1,238,200	\$ -	\$ -	\$ 1,238,200
204	Street Construction & Maintenance	5,101,100	5,357,956	-	10,459,056
205	State Highway Maintenance	-	160,000	-	160,000
206	Motor Vehicle License Tax	-	300,000	-	300,000
207	Emergency Vehicle Fund	-	1,194,150	-	1,194,150
208	Fire Levy	6,704,400	866,300	-	7,570,700
209	Fire Pension	1,272,700	-	-	1,272,700
211	Clerk of Court	-	35,000	-	35,000
212	Drainage Levy	-	393,000	400,000	793,000
214	Multi-Purpose Complex	2,922,700	1,957,600	-	4,880,300
215	Southwest General Hospital	-	334,902	-	334,902
216	Law Enforcement Federal Seizures	-	36,000	-	36,000
217	Law Enforcement State Seizures	-	2,000	-	2,000
218	Law Enforcement Drug Fine	-	400	-	400
219	Law Enforcement DWI/DUI	-	10,000	-	10,000
220	Tree Fund	-	140,000	-	140,000
222	Community Diversion	10,200	3,000	-	13,200
224	Earned Benefits	400,000	-	-	400,000
200 Total Special Revenue Funds		\$ 17,649,300	\$ 10,790,308	\$ 400,000	\$ 28,839,608

<u>Debt Service Funds - 300</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
331	General Bond Retirement	\$ -	\$ 15,179,334	\$ -	\$ 15,179,334
333	Pearl Road TIF # 1 Fund	-	3,752,992	500,000	4,252,992
334	Royalton Road TIF Fund	-	166,875	-	166,875
335	Pearl Road TIF # 2 Fund	-	700	-	700
300 Total Debt Service Funds		\$ -	\$ 19,099,901	\$ 500,000	\$ 19,599,901

<u>Capital Improvement Capital Project Funds - 400</u>					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
441	Recreation Capital Improvement	\$ -	\$ 441,800	\$ -	\$ 441,800
442	General Capital Improvement	-	9,652,207	-	9,652,207

Enterprise Funds - 500					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
551	Sanitary Sewer	\$ 1,257,500	\$ 6,804,884	\$ -	\$ 8,062,384

Internal Service Fund - 600					
Fund #	Fund Activity	Personal Service	Other	Transfers & Advances	Total
664	Workers' Compensation Reserve	\$ -	\$ 315,100	\$ -	\$ 315,100
Grand Total All Funds		\$ 33,064,000	\$ 62,952,252	\$ 18,492,800	\$ 114,509,052

Itemized list of Transfers and Advances by Fund		Amount
Description		
General Fund to Street Construction Fund		\$ 4,000,000
General Fund to Fire Levy Fund		3,265,000
General Fund to Multi-Complex Fund		1,420,000
General Fund to Police Pension Fund		780,000
General Fund to Fire Pension Fund		900,000
General Fund to Earned Benefits Fund		400,000
General Fund to Debt Service Fund		127,800
General Fund to General Capital Improvement Fund		3,200,000
Total Transfers		\$ 14,092,800
General Fund to Pearl Road Capital Improvement Fund		\$ 1,000,000
General Fund to Pearl Road TIF #1		\$ 500,000
Drainage Levy to General Fund		400,000
Pearl Road TIF #1 to General Fund		500,000
Pearl Road Capital Improvement Fund Phase II to General Fund		2,000,000
Total Advances and Advance Repayments		\$ 4,400,000
Total Transfers, Advances and Advance Repayments		\$ 18,492,800

Section 2: That all expenditures within the fiscal year ending December 31, 2014 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided.

Section 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption 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 action were in meetings open to the public in compliance with all legal requirements.

Section 4: AS AN ORDINANCE providing for the appropriation of monies and consistent with the City's Charter Article III, Section 13, this Ordinance shall take effect immediately upon its passage and approval by the Mayor, or otherwise at the earliest time allowed by law.

Approved: _____

President of Council

Mayor

Date Passed

Date Approved

Attest: _____
Clerk of Council

	Yea	Nay
Carbone	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

ORD. No. 2014-190 Amended: _____

1st Rdg. _____ Ref: _____

2nd Rdg. _____ Ref: _____

3rd Rdg. _____ Ref: _____

Pub Hrg. _____ Ref: _____

Adopted: _____ Defeated: _____

EXHIBIT "A"
SCHEDULE OF BUDGETS BY DEPARTMENT - page 1 of 2

Dept. #	Department	Personal Services	Other	Transfers & Advances	Total
011410	Council	\$ 320,500	\$ 47,000	\$ -	\$ 367,500
011411	Mayors Office	316,500	15,300	-	331,800
015412	Police Department	8,368,500	992,000	-	9,360,500
015412	Street Lighting	-	375,000	-	375,000
011413	Human Resources	209,700	93,200	-	302,900
011414	Finance Department	516,700	23,400	-	540,100
011415	Legal Department	431,400	183,800	-	615,200
011416	Communication & Technology	619,600	924,500	-	1,544,100
011417	Building Department	915,400	175,700	-	1,091,100
011418	Mayors Court	107,100	79,900	-	187,000
011420	Rubbish Department	-	2,309,500	-	2,309,500
011421	Cemetery Department	106,900	12,200	-	119,100
011421	County Board of Health	-	175,500	-	175,500
011422	Architectural Board of Review	-	6,000	-	6,000
011423	Planning Commission	98,200	72,700	-	170,900
011424	Civil Service	-	25,000	-	25,000
011425	Board of Appeals	-	10,500	-	10,500
011428	Parks Department	96,600	180,400	-	277,000
011430	General Miscellaneous	-	1,414,200	-	1,414,200
011435	Economic Development	134,200	144,600	-	278,800
015414	Corrections Officers	544,600	128,400	-	673,000
015413	Joint Dispatch Center	1,228,200	182,200	-	1,410,400
011452	Public Safety	143,100	7,500	-	150,600
011468	Non Government Transfers	-	-	15,592,800	15,592,800
	Total General Fund	\$ 14,157,200	\$ 7,578,500	\$ 15,592,800	\$ 37,328,500
031000	Police Pension	1,238,200	-	-	1,238,200
046419	Street Repairs	4,201,900	2,887,700	-	7,089,600
046426	Traffic Signal Maintenance	212,700	246,800	-	459,500
046427	Snow Removal	-	1,385,956	-	1,385,956
046433	Municipal Garage	686,500	837,500	-	1,524,000
056000	State Highway Maintenance	-	160,000	-	160,000
066000	Motor Vehicle License Tax	-	300,000	-	300,000
075000	Emergency Vehicle Fund	-	1,194,150	-	1,194,150
085000	Fire Levy	6,704,400	644,900	-	7,349,300
085001	Fire Station Ward 1	-	47,900	-	47,900
085002	Fire Station Ward 2	-	38,600	-	38,600
085003	Fire Station Ward 3	-	39,700	-	39,700
085004	Fire Station Ward 4	-	95,200	-	95,200
095000	Fire Pension	1,272,700	-	-	1,272,700
111000	Clerk of Court	-	35,000	-	35,000
121000	Drainage Levy	-	393,000	400,000	793,000
143304	Sports Programs	253,500	169,600	-	423,100
143305	Recreation Administration	432,700	614,500	-	1,047,200
143306	Fitness	409,800	134,900	-	544,700
143309	Ice Rink	-	280,500	-	280,500
143310	Aquatics	590,400	161,300	-	751,700
143311	Recreation Programs	213,100	32,800	-	245,900
143430	Special Events	-	15,800	-	15,800
143431	Old Town Hall	9,900	12,300	-	22,200
143439	Senior Services	529,800	318,000	-	847,800
143451	Recreation Maintenance	483,500	168,000	-	651,500
143500	Program Refunds	-	49,900	-	49,900
152000	Southwest General Hospital	-	334,902	-	334,902
165000	Law Enforcement Federal Seizures	-	36,000	-	36,000
175000	Law Enforcement State Seizures	-	2,000	-	2,000
185000	Law Enforcement Drug Fine	-	400	-	400
195000	Law Enforcement DWI/DUI	-	10,000	-	10,000
204000	Tree Maintenance	-	140,000	-	140,000
225000	Community Diversion	10,200	3,000	-	13,200
224000	Earned Benefits	400,000	-	-	400,000
	Total Special Revenue Funds	\$ 17,649,300	\$ 10,790,308	\$ 400,000	\$ 28,839,608

EXHIBIT "A"
SCHEDULE OF BUDGETS BY DEPARTMENT - page 2 of 2

Dept. #	Department	Personal Service	Other	Transfers & Advances	Total
311000	General Bond Retirement	-	15,179,334	-	15,179,334
333000	Pearl Road TIF # 1	-	3,752,992	500,000	4,252,992
334000	Royalton Road TIF	-	166,875	-	166,875
335000	Pearl Road TIF # 2	-	700	-	700
	Total Debt Service	\$ -	\$ 19,099,901	\$ 500,000	\$ 19,599,901
413000	Recreation Capital Improvement	-	441,800	-	441,800
421000	General Capital Improvement	-	9,652,207	-	9,652,207
446200	Pearl Road Capital Improvement Phase II	-	8,269,552	2,000,000	10,269,552
	Total Capital Projects	\$ -	\$ 18,363,559	\$ 2,000,000	\$ 20,363,559
512501	Engineering and Administration	611,800	949,000	-	1,560,800
512502	Plant Expenditures	-	2,190,700	-	2,190,700
512503	Line Expenditures	645,700	963,500	-	1,609,200
512504	Sewer Capital Improvements	-	2,160,000	-	2,160,000
512505	Sewer Debt Payments	-	541,684	-	541,684
	Total Sanitary Sewer	\$ 1,257,500	\$ 6,804,884	\$ -	\$ 8,062,384
664000	Workers Compensation	\$ -	\$ 315,100	\$ -	\$ 315,100
	GRAND TOTAL	\$ 33,064,000	\$ 62,952,252	\$ 18,492,800	\$ 114,509,052