



City of Strongsville

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

September 30, 2021

City Council

James A. Kaminski
Ward 1

Annmarie P. Roff
Ward 2

Kelly A. Kosek
Ward 3

Gordon C. Short
Ward 4

Joseph C. DeMio
At-Large

James E. Carbone
At-Large

Matthew A. Schonhut
At-Large

Aimee Pientka, MMC
Clerk of Council

Tiffany Mekeel, CMC
Assistant Clerk of Council

MEETING NOTICE

City Council has scheduled the following meetings for **Monday, October 4, 2021**, 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 7:30 p.m. All committees listed will meet immediately following the previous committee:

7:30 P.M. Building & Utilities Committee will meet to discuss Ordinance No. 2021-128.

Planning, Zoning & Engineering Committee will meet to discuss Ordinance No. 2021-129.

Public Service & Conservation Committee will meet to discuss Ordinance No. 2021-130.

Public Safety & Health Committee will meet to discuss Ordinance No. 2021-131 and Resolution No. 2021-132.

Recreation & Community Services Committee will meet to discuss Resolution No. 2021-133.

Committee of the Whole will meet to discuss Ordinance No. 2021-134.

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, MMC
Clerk of Council

STRONGSVILLE CITY COUNCIL REGULAR MEETING
MONDAY, OCTOBER 4, 2021 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 20, 2021*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
 - SCHOOL BOARD – Ms. Kosek:
 - SOUTHWEST GENERAL HEALTH SYSTEM – Mr. Short:
 - BUILDING AND UTILITIES – Mr. DeMio:
 - COMMUNICATIONS AND TECHNOLOGY – Ms. Roff:
 - ECONOMIC DEVELOPMENT – Mr. Carbone:
 - FINANCE – Mr. DeMio:
 - PLANNING, ZONING AND ENGINEERING – Mr. Schonhut:
 - PUBLIC SAFETY AND HEALTH – Mr. Short:
 - PUBLIC SERVICE AND CONSERVATION – Mr. Kaminski:
 - RECREATION AND COMMUNITY SERVICES – Ms. Kosek:
 - COMMITTEE-OF-THE-WHOLE – Mr. Schonhut:
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
 - MAYOR PERCIAK:
 - FINANCE DEPARTMENT:
 - LAW DEPARTMENT:
9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Ordinance No. 2021-128 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR EMERGENCY INSTALLATION OF A NEEDLEPOINT BIPOLAR IONIZATION SYSTEM TO THE EXISTING HVAC SYSTEMS AT VARIOUS CITY-OWNED FACILITIES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2021-129 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 (FINAL) FOR AN ADJUSTMENT IN THE CONTRACT PRICE REFLECTING A NET DECREASE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND UNDERGROUND UTILITIES, INC. IN CONNECTION WITH THE WILLOW LANE SANITARY SEWER PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2021-130 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF VEHICLE AND EQUIPMENT TIRES, TUBES AND RELATED TIRE SERVICES, FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2021-131 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CUYAHOGA COUNTY BOARD OF HEALTH FOR HEALTH SERVICES FOR THE CITY OF STRONGSVILLE, FOR THE CALENDAR YEARS 2022 AND 2023, AND DECLARING AN EMERGENCY.
- Resolution No. 2021-132 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING THE DONATION OF WATER RESCUE EQUIPMENT FOR USE BY THE CITY OF STRONGSVILLE FIRE & EMERGENCY SERVICES AND SURROUNDING COMMUNITIES.
- Resolution No. 2021-133 by Mayor Perciak and All Members of Council. A RESOLUTION ACCEPTING A DONATION OF MONEY FROM THE STRONGSVILLE CHAMBER OF COMMERCE IN ORDER FOR THE CITY OF STRONGSVILLE TO PURCHASE TRASH RECEPTACLES FOR THE CITY OF STRONGSVILLE COMMONS AREA.
- Ordinance No. 2021-134 by Mayor Perciak and All Members of Council. AN ORDINANCE APPROVING AND ADOPTING MID-YEAR REPLACEMENT PAGES TO THE CODIFIED ORDINANCES OF THE CITY, REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Application for Permit: NEW D3: To: Adapt II LLC dba: Scramblers, 16726 Pearl Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 10/12/21).
- Application for Permit: TRFO C1-C2-D6: To: Speedway LLC dba: Speedway 3694, 21043 Royalton Road, Strongsville, Ohio 44136 (Responses must be postmarked no later than 10/18/21).

12. MISCELLANEOUS BUSINESS:
13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2021 – 128

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR EMERGENCY INSTALLATION OF A NEEDLEPOINT BIPOLAR IONIZATION SYSTEM TO THE EXISTING HVAC SYSTEMS AT VARIOUS CITY-OWNED FACILITIES, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.

WHEREAS, international, national, state and local governments and health authorities continue to respond to the outbreak of the Coronavirus disease known as COVID-19; and

WHEREAS, in the interest of protecting the public's health during this global pandemic, and in order to mitigate the transmission of COVID-19, it is essential to provide healthy and clean environments for the public and employees who use the various City-owned buildings and facilities; and

WHEREAS, needlepoint bipolar ionization technology is a process that helps clean the air in existing HVAC systems by filtering out various particles like dust, dander, smoke, viruses and bacteria; and

WHEREAS, therefore, the City's Building Commissioner has recommended that it is immediately necessary to contract for emergency installation of such ionization system in order to protect the health, safety, welfare and property of the City, its employees, agents, guests and invitees; and

WHEREAS, the City has received a competitive proposal for such work from a contractor who is able to promptly provide the equipment and related items required on an expedited basis, and at the most advantageous price for such work, consisting of installation of the needlepoint bipolar ionization system to the HVAC systems at City-owned facilities.

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 at the various City of Strongsville buildings and facilities, in that it is immediately necessary to enter into a contract, without public bidding, with **HDC AUTOMATION** for the emergency installation of a needlepoint bipolar ionization system with related items, to the existing HVAC systems at City buildings and facilities, in order to protect the health, safety and welfare of the residents, guests and employees, and to conserve public funds.

Section 2. That, for the reasons aforesaid, this Council hereby approves and authorizes the Mayor to enter into a contract with **HDC AUTOMATION**, without public bidding, in an amount not to exceed \$82,950.00 for the installation of a needlepoint bipolar ionization system with related items, to the existing HVAC systems at City buildings and facilities, as more fully set forth in the proposal attached hereto as Exhibit A and incorporated herein by reference.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2021 – 128
Page 2

Section 3. That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Capital Improvement Fund and the Local Fiscal Recovery Fund.

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 said contract in order to provide healthy environments at City-owned facilities, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

_____ Approved: _____
 President of Council Mayor

Date Passed: _____ Date Approved: _____

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2021-128 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

September 20, 2021

Mr. Michael D. Miller
Strongsville Building Department
16099 Foltz Parkway
Strongsville, Ohio 44149
Email: Mike.Miller@strongsville.org

HDC Automation PROPOSES: To furnish and install the specified Global Plasma Systems needlepoint bipolar ionizer equipment for the **City Of Strongsville HVAC IAQ Improvements Project**.

PRICE: **Base Bid** **\$82,950.00** (*sales tax not included*)
Eighty two thousand nine hundred fifty US Dollars

IN ACCORDANCE WITH THE FOLLOWING DOCUMENTS:

Mechanical bid package (shop drawings and specifications) for the project by Wright Engineering issue date 6/23/21. No addenda.

Detailed Scope of Work:

1. Furnish and install the Global Plasma Systems (GPS) needlepoint bipolar ionizer equipment per the mechanical drawings schedules of equipment in the following buildings:
 - a. Service Center and Building Department
 - i. (3) GPS-DM48-AC
 - ii. (3) GPS-FC24-AC
 - b. Communications & Technology Center
 - i. (3) GPS-IMOD-114-SNAP
 - c. Police Facility
 - i. (1) GPS-IRIB-36
 - ii. (8) GPS-DM48-AC
 - iii. (10) GPS-FC24-AC
 - d. Fire Station #1
 - i. (1) GPS-IMOD-42-SNAP
 - ii. (9) GPS-FC24-AC
 - e. Fire Station #2
 - i. (2) GPS-FC24-AC
 - f. Fire Station #3
 - i. (2) GPS-FC24-AC
 - g. Fire Station #4
 - i. (1) GPS-IRIB-36
 - ii. (2) GPS-FC48-AC
 - iii. (1) GPS-FC24-AC
 - h. Recreation Center & Senior Center
 - i. (4) GPS-IMOD-78-SNAP
 - ii. (2) GPS-IMOD-102-SNAP
 - iii. (2) GPS-FC48-AC
2. Furnish a total of four (4) handheld ion counter units, AlphaLab Inc. Model AIC2Mj.
3. Provide material and labor warranty for all furnished equipment for a period of one (1) year from date of installation.

Clarifications and Exclusions

1. The following are **not** included in the scope of this proposal:
 - a. Cutting, patching and painting.
 - b. Premium costs for overtime or shift work. All work shall be performed during first shift and normal business hours.
 - c. Taxes or permit cost.
 - d. Payment & performance bond.
2. This quote is based upon customer-supplied data. Only the parts and quantities listed are included. No other equipment or materials are covered.
3. HDC assumes no liability for delays in manufacture, delivery or installation, and shall not be responsible for any loss incurred by the buyer as a result of any delay due to manufacture, delivery or installation. HDC assumes no liability for delays outside of its scope of control, including but not limited to, delays caused by weather, riot, epidemics, fire, strikes, civil or military priorities, government directives, or other unforeseen actions/events.

We trust that the above accurately describes the requirements of the project. If there are any questions concerning the scope of work described above, please do not hesitate to contact me. Thank you for this opportunity to be of service to you.

Sincerely,



Sam Haddad

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2021 – 129

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ISSUE AND APPROVE CHANGE ORDER NO. 1 (FINAL) FOR AN ADJUSTMENT IN THE CONTRACT PRICE REFLECTING A NET DECREASE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT BETWEEN THE CITY OF STRONGSVILLE AND UNDERGROUND UTILITIES, INC. IN CONNECTION WITH THE WILLOW LANE SANITARY SEWER PROJECT, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ordinance No. 2020-094, Council authorized the Mayor to enter into a contract with Underground Utilities, Inc. for the construction of various sanitary sewer improvements in connection with the Willow Lane Sanitary Sewer Project (the "contract") in an amount not to exceed \$863,017.00 premised on certain plan quantities (the "Project"); and

WHEREAS, since then, additional work not contemplated in the original contract became necessary and was requested by the City, and certain non-performed contract items and plan quantities have been reconciled with field quantities; and

WHEREAS, Underground Utilities, Inc., therefore, has submitted to the City Engineer a request for an adjustment in the contract price for the costs incurred due to the additional labor, materials and equipment to complete the aforesaid additional work and also for reconciliation of the quantities; and

WHEREAS, the City Engineer has recommended that it would be in the best interest of the City to include and authorize changes in work performed in connection with additional work requested by the City, and to approve final reconciliation of certain non-performed contract items with actual field quantities, as more fully detailed in Change Order No. 1 (Final) attached hereto as Exhibit A and incorporated herein, all resulting in a net change order decrease of \$115,259.58 and a final adjusted total Project cost of \$747,757.42.

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 be and is hereby authorized and directed to issue and approve Change Order No. 1 (Final) comprising additional work and reconciliation of quantities, all resulting in a net decrease in the amount of \$115,259.58, as recommended by the City Engineer; and after the issuance and approval of said Change Order No. 1 (Final) and compliance with the terms and conditions of the contract, to direct the Director of Finance to make payment to **UNDERGROUND UTILITIES, INC.** consistent with the adjusted and decreased total Project cost of \$747,757.42.

Section 2. That the funds for the purposes of this Ordinance and the Project have been appropriated and shall be paid from the Sanitary Sewer Fund, from the collection of special assessments to be levied by the City, and such other Federal, State and local funds made available for the Project.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2021 - 129
Page 2

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 necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to provide for changes in the work in order to properly and promptly complete the Project, to eliminate hazards and provide for a system of centralized sewage collection, disposal and treatment, to avoid potential legal problems, and 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2021-129 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CHANGE ORDER

Order No. # 1
Date: September 21, 2021
Agreement Date: August 31, 2020

Name of PROJECT: **Willow Lane Sanitary Sewer Project**

CONTRACTOR: **Underground Utilities, Inc.**

The following changes are hereby made to the CONTRACTOR DOCUMENTS:

Justification: Project close out to actual quantities

Change to CONTRACT PRICE

Original CONTRACT PRICE: **\$863,017.00**

Current CONTRACT PRICE adjusted by Previous CHANGE ORDER: **N/A**

The CONTRACT PRICE due to this CHANGE ORDER will be **decreased** by: **\$115,259.58**

The new CONTRACT PRICE including this CHANGE ORDER will be: **\$747,757.42**

Change to CONTRACT TIME: **N/A**

The CONTRACT TIME will be (increased) (decreased) by
 N/A calendar day(s).

The date for completion of all WORK will be (Date):

Requested by: _____
Underground Utilities, Inc.

Recommended by: _____
Ken Mikula, P. E., City Engineer

Accepted by: _____
Mayor Thomas P. Perciak

Summary of Review Totals

Proposed Change Order #1 - Final

Item	Description	Amount
Reconciling Plan Quantities with Actual Quantities installed	These items are installed quantities of plan items that exceeded the estimated quantities. Detailed breakdown is located on attached spreadsheet.	\$11,186
Large Tree Removal	Contractor was required to remove a large tree that was not shown on the plans.	\$4,725.00
Modify Storm MH #4 to Accommodate New Alignment to CB #2	Revised storm layout due to conflict with existing laterals.	\$1,914.22
Prep and Pour Concrete at Roadway near Prospect	Additional work requested of the contractor due to existing pavement deterioration outside of the project limits.	\$3,694.71
Prep and Pour Lateral Crossing Concrete	Alternate fill material was required due to unstable existing soil conditions.	\$1,297.03
Place Topsoil/Seeding and Mulching Edge of Pavement due to Non-Performance of Asphalt Berm	Work done in lieu of a non-performed contract item.	\$3,894.96
Reconciling Plan Quantities with Non-Performed items	These are non-performed items and/or installed quantities of plan items less than the estimated quantities. Detailed breakdown is located on attached spreadsheet.	(\$141,971.50)
Total Change Order 1 Request		(\$115,259.58)

TO: OWNER: City of Strongsville
 16099 Toiz Parkway
 Strongsville, OH 44149

FROM: CONTRACTOR: UNDERGROUND UTILITIES, INC.
 416 W. Monroe Street
 PO Box 426
 Macedonia, OH 44027

PROJECT: Willow Lane Sanitary Sewer
 Strongsville, OH

APPLICATION NO: 8
 PERIOD TO: 06/27/21
 OWDA LOAN NO: 0
 EPA LOAN NO:

LINE ITEM	DESCRIPTION OF WORK	BID QUANTITY	UNIT PRICE	BID VALUE	ESTIMATED QUANTITY INSTALLED	VALUE	MATERIALS PRESENTLY STORED (NOT IN C)	F		G		Value Included
								TOTAL COMPLETED AND STORED TO DATE (C+E)	% (F/G)	BALANCE TO FINISH (B-F)	Current Month Installed Qty.	
SANITARY SEWERS												
1	3" PVC Sanitary Sewer SDR35 (4' x 20' long)	1,375	\$64.00	\$1,950.00	1270	\$1,950.00		\$119,390.00	99.61%	\$470.00	0	\$0.00
2	Precast Sanitary Manhole, No. 3, 48" Base with Castings	4	\$4,000.00	\$16,000.00	4	\$16,000.00		\$16,000.00	100.00%	\$0.00	0	\$0.00
3	Connect to Existing Manhole	1	\$2,000.00	\$2,000.00	1	\$2,000.00		\$2,000.00	100.00%	\$0.00	0	\$0.00
4	18" Short Side Lateral Connection	16	\$1,500.00	\$24,000.00	16	\$24,000.00		\$24,000.00	100.00%	\$0.00	0	\$0.00
5	18" Long Side Lateral Connection	17	\$4,000.00	\$68,000.00	17	\$68,000.00		\$68,000.00	100.00%	\$0.00	0	\$0.00
6	Low Strength Mortar Backfill, Type 2	125	\$74.00	\$9,250.00	10	\$740.00		\$740.00	8.00%	\$8,510.00	0	\$0.00
STORM SEWERS												
7	Catch Basin, No. 2-3	1	\$1,800.00	\$1,800.00	1	\$1,800.00		\$1,800.00	100.00%	\$0.00	0	\$0.00
8	Catch Basin, No. 2-2E	17	\$1,700.00	\$28,900.00	17	\$28,900.00		\$28,900.00	100.00%	\$0.00	0	\$0.00
9	12" Drive Culvert (Contingency)	30	\$30.00	\$900.00		\$0.00		\$0.00	0.00%	\$900.00	0	\$0.00
10	Precast Concrete Storm Manhole No. 3, 48" Base	1	\$3,000.00	\$3,000.00	1	\$3,000.00		\$3,000.00	100.00%	\$0.00	0	\$0.00
11	Precast Concrete Storm Manhole No. 3, 50" Base	3	\$4,000.00	\$12,000.00	3	\$12,000.00		\$12,000.00	100.00%	\$0.00	0	\$0.00
12	6" PVC Storm Sewer	500	\$30.00	\$15,000.00	247	\$4,940.00		\$4,940.00	49.40%	\$5,060.00	0	\$0.00
13	12" PVC Storm Sewer (Contingency)	1,190	\$68.00	\$80,820.00	1033	\$70,244.00		\$70,244.00	98.83%	\$1,576.00	0	\$0.00
14	12" RCP Storm Sewer	325	\$112.00	\$36,400.00	325	\$36,400.00		\$36,400.00	100.00%	\$0.00	0	\$0.00
15	18" RCP Storm Sewer	400	\$122.00	\$48,800.00	721	\$87,962.00		\$67,962.00	98.77%	\$1,098.00	0	\$0.00
16	Remove 6" Storm Sewer	300	\$1.00	\$300.00	247	\$247.00		\$247.00	61.75%	\$143.00	0	\$0.00
17	Remove 12" Storm Sewer	1,100	\$1.00	\$1,100.00	925	\$925.00		\$925.00	84.09%	\$175.00	0	\$0.00
18	Remove 18" Storm Sewer	400	\$1.00	\$400.00	390	\$390.00		\$390.00	97.50%	\$10.00	0	\$0.00
19	Remove 21" Storm Sewer (Contingency)	10	\$10.00	\$100.00		\$0.00		\$0.00	0.00%	\$10.00	0	\$0.00
20	Remove Storm Structure (CB or Man)	22	\$350.00	\$7,700.00	22	\$7,700.00		\$7,700.00	100.00%	\$0.00	0	\$0.00
21	Remove Storm Structure (CB or Man)	120	\$74.00	\$8,880.00	17	\$8,880.00		\$8,880.00	94.44%	\$0.00	0	\$0.00
22	Low Strength Mortar Backfill, Type 2 (Storm Structures)	15	\$400.00	\$6,000.00	17	\$6,800.00		\$6,800.00	94.44%	\$0.00	0	\$0.00
23	Reinforced Concrete Curb Ramp & Sidewalk Replacement	2400	\$4.00	\$9,600.00	1555	\$5,420.00		\$5,420.00	56.45%	\$4,180.00	0	\$0.00
PAVEMENT												
24	Truncated Dome	2	\$300.00	\$600.00	2	\$600.00		\$0.00	0.00%	\$600.00	0	\$0.00
25	Valve Box Adjusted to Grade	4	\$100.00	\$400.00	4	\$400.00		\$0.00	0.00%	\$400.00	0	\$0.00
26	Mill Existing 3" Asphalt	4065	\$3.00	\$12,195.00	4065	\$12,195.00		\$12,195.00	100.00%	\$0.00	0	\$0.00
27	4.5" Asphalt Intermediate Course (1.5" x 2")	198	\$33,660.00	\$6,666.00	198	\$33,660.00		\$33,660.00	100.00%	\$0.00	0	\$0.00
28	4.5" Asphalt Surface Course w/Fibers (1.5" x 2")	142	\$33,370.00	\$4,738.00	142	\$33,370.00		\$33,370.00	100.00%	\$0.00	0	\$0.00
29	Asphalt Apron	5	\$2,750.00	\$13,750.00	2.5	\$1,375.00		\$1,375.00	50.00%	\$1,775.00	0	\$0.00
30	Chio Seal with Binder	4065	\$5.10	\$20,734.50	4065	\$20,734.50		\$8,130.00	98.81%	\$8.00	0	\$0.00
31	Take Cost for Surface Course (0.10 gal/SY)	407	\$1,828.00	\$743,836.00	405	\$1,828.00		\$1,828.00	98.51%	\$8.00	0	\$0.00
32	Full Depth Base Repair (Item 301)	550	\$50.00	\$27,500.00	92	\$4,600.00		\$4,600.00	14.31%	\$22,900.00	0	\$0.00
33	Edm Joint	100	\$5.00	\$500.00	65	\$325.00		\$25.00	65.00%	\$175.00	0	\$0.00
34	Adjust Manhole Boxes in Asphalt	5	\$100.00	\$500.00	5	\$500.00		\$0.00	0.00%	\$500.00	0	\$0.00
35	Stop Bar Line	14	\$15.00	\$210.00	12	\$180.00		\$192.00	95.71%	\$22.00	12	\$192.00
36	Crosswalk Line	80	\$13.00	\$1,040.00	80	\$1,040.00		\$1,040.00	100.00%	\$0.00	80	\$1,040.00
37	Concrete Apron Replacement	3000	\$6.00	\$18,000.00	6411.75	\$36,470.50		\$36,470.50	80.15%	\$9,529.50	0	\$0.00
38	Concrete Apron Replacement	50	\$50.00	\$2,500.00	50	\$2,500.00		\$0.00	0.00%	\$2,500.00	0	\$0.00
39	Reconditioning Shoulders (Respect 617 Continuation)		\$69,587.00	\$69,587.00		\$69,587.00		\$617,205.50		\$617,205.50		\$1,232.00

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2021 – 130

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF VEHICLE AND EQUIPMENT TIRES, TUBES AND RELATED TIRE SERVICES, FOR USE BY THE SERVICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of the Ohio Department of Administrative Services for the purchase of machinery, materials, supplies or other articles; and

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of vehicle and equipment tires, tubes and related tire services (Contract No. RS902819, Index No. GPC027), for use by the Service Department of the City.

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

Section 1. That this Council hereby approves the Mayor requesting authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for the purchase of vehicle and equipment tires, tubes and related tire services, from **SYLVESTER TRUCK & TIRE SERVICE, INC.**, which is an authorized dealer for **BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC** and **GOODYEAR TIRE & RUBBER COMPANY**, in the total amount not to exceed \$275,000.00, for the period of October 1, 2021 through December 31, 2023, which the Department has entered into pursuant to Revised Code Section 5513.01(B).

Section 2. That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchases and to directly pay the vendor, under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

Section 3. That this Council hereby approves the Mayor and Director of Finance entering into and executing such agreements and documents as may be necessary to participate in the Ohio Department of Administrative Services Cooperative Purchasing Program.

Section 4. That the funds for the purpose of such purchases have been appropriated and shall be paid from the General Fund; Fire Levy Fund; Multi-Purpose Complex Fund; Sanitary Sewer Fund; and Street Construction, Maintenance & Repair Fund.

CITY OF STRONGSVILLE, OHIO
ORDINANCE NO. 2021 – 130
Page 2

Section 5. 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 6. 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 participate in the purchase of various tires and related tire services in order to maintain continuity in the operation of the Service Department of the City, and 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
 Clerk of Council

ORD. No. 2021-130 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2021 – 131

By: Mayor Perciak and All Members of Council

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CUYAHOGA COUNTY BOARD OF HEALTH FOR HEALTH SERVICES FOR THE CITY OF STRONGSVILLE, FOR THE CALENDAR YEARS 2022 AND 2023, AND DECLARING AN EMERGENCY.

WHEREAS, the law requires each city in Ohio to provide health services either through its own city health district or by contract with a county health district or an adjacent city health district; and

WHEREAS, the Cuyahoga County Board of Health has again agreed to provide such services to the City of Strongsville by means of an Agreement for the two-year period of January 1, 2022 through December 31, 2023; and

WHEREAS, the City, therefore, is willing to enter into an Agreement with the Cuyahoga County Board of Health to provide services in accordance with the terms and conditions of Ohio law and a Public Health Services Agreement, which is attached hereto as Exhibit "1" and made a part hereof.

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 be and is hereby authorized and directed to enter into a two-year Public Health Services Agreement with the Cuyahoga County Board of Health, in the form attached hereto as Exhibit "1" to provide health services for residents of the City of Strongsville to be furnished during the calendar year 2022, commencing January 1, 2022 and continuing through December 31, 2022, at the total annual cost of Two Hundred Seventy-Eight Thousand Nine Hundred Forty-Six and 00/100 Dollars (\$278,946.00), payable in equal semi-annual installments of One Hundred Thirty-Nine Thousand Four Hundred Seventy-Three and 00/100 Dollars (\$139,473.00); and further for the calendar year 2023, commencing January 1, 2023 and continuing through December 31, 2023, at the total annual cost of Three Hundred Six Thousand Eight Hundred Forty-One and 00/100 Dollars (\$306,841.00), payable in equal semi-annual installments of One Hundred Fifty-Three Thousand Four Hundred Twenty and 50/100 Dollars (\$153,420.50).

Section 2. That the Clerk of this Council be and is hereby directed to cause a certified copy of this Ordinance, along with the executed Agreement, to be transmitted to Rebecca A. Burke, Executive Assistant, Cuyahoga County Board of Health, 5550 Venture Dr., Parma, Ohio 44130.

Section 3. That the funds for the purposes of this Ordinance shall be deducted directly by the Cuyahoga County Fiscal Officer from the regular property tax settlements for the calendar years 2022 and 2023, and paid to the credit of the Board, as set out in the attached Exhibit "1".

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2021 – 131

Page 2

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 immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that such Contract is necessary in order to continue to furnish the legally required health services to the residents of the City of Strongsville beginning on January 1, 2022 and continuing through December 31, 2023. 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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2021-131 Amended: _____
 1st Rdg. _____ Ref: _____
 2nd Rdg. _____ Ref: _____
 3rd Rdg. _____ Ref: _____

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

PUBLIC HEALTH SERVICES AGREEMENT
(City with a General Health District - Authority--Sec. 3709.08 O.R.C.)

This Agreement is entered into on the **1st day of January, 2022** ("Effective Date") by and between the **Cuyahoga County Board of Health** (the "Board"), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the **City of Strongsville**, a political subdivision, with its principal office located at 16099 Foltz Industrial Parkway, Strongsville, Ohio 44149 (the "City"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS, Cuyahoga County General Health District is a general health district as defined under Ohio Revised Code (ORC) Section 3709.01 and is endowed with all of the statutory and other authority granted to it by reason of the Ohio Statutes as amended from time to time by the State Legislature; and

WHEREAS, the City has continued to have a city public health district as required by Ohio law; and

WHEREAS, pursuant to ORC Section 3709.01, each city in the State constitutes a health district and each county is a "general health district," and as provided for in ORC Sections 3709.051, 3709.07, and 3709.10, there may be a union of a general health district and a city health district; and

WHEREAS, ORC Section 3709.08 authorizes cities and villages in Cuyahoga County to enter into an Agreement with the Cuyahoga County General Health District on certain terms and conditions; and

WHEREAS, the District Advisory Council of the Cuyahoga County General Health District, created by ORC 3709.03, after giving due notice by publication as required by law, held a public meeting on March 9, 2021 at which by a majority vote of members representing the townships and villages of said county, did vote affirmatively on the question of providing public health services to the cities in Cuyahoga County, and did authorize the Chairman of the District Advisory Council to enter into an Agreement with the Mayor of the City for providing public health services therein; and

WHEREAS, the Board is engaged in the governance of providing public health services as described in this Agreement, has the knowledge, skill, and resources to provide such services, and desires to perform such services for or on behalf of the Board for City; and

WHEREAS, the City is willing to enter into an Agreement with the Board to provide such services in accordance with the terms and conditions of Ohio law and this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. EFFECTIVE DATE, TERM AND TERMINATION.

- (a) **Effective Date, Term.** This Agreement shall commence on the Effective Date first stated above and shall continue through **December 31, 2023**, unless earlier terminated pursuant to Section 1(b).
- (b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:
 - (i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;

(ii) Upon nine (9) months written notice, or on or before April 1 of the year prior to termination by either party for any reason.

2. THE SERVICES.

- (a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the City and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as **Exhibit A**, which Exhibit is incorporated herein.
- (b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.
- (c) **Standard of Performance of Services.** The Board will devote such time and will use its best efforts as necessary to perform the Services in a professional manner that: (i) is consistent with the standards of its industry and in a good and workmanlike manner, and (ii) utilizes the care, skill, and diligence normally applied by other similar boards of health in the performance of services similar to the Services.
- (d) The City shall provide suitable space for the Board employees who make regular visits to the City on a daily or weekly basis.

3. PAYMENT.

- (a) **Compensation.** Compensation is based on the ten (10) year census population estimate for the City and a per capita rate established by the Board. The per capita rate is the same rate applied to all Villages, Townships in the general health district as well as for all cities that enter into a Public Health Services Agreement with the Board. The most recent ten (10) year census for population in the City dated September, 2021 is 46,491 residents. The current per capita rate established by the Board is \$6.00 per capita for calendar year 2022 and \$6.60 per capita for calendar year 2023. The total amount due based on the per capita rate will be Two Hundred Seventy Eight Thousand Nine Hundred Forty Six Dollars and No Cents (\$278,946.00) for calendar year 2022 and be Three Hundred Six Thousand Eight Hundred Forty One Dollars and No Cents (\$306,841.00) for calendar year 2023. The Board reserves the right to change its per capita rate, as considered on an annual basis, based on current economic conditions and public health needs. In the event that the Board votes to make a change in the per capita rate, said change shall be limited to annual rates effective on January 1 for the following calendar year. The Board shall provide notice of the change in the per capita rate for the coming calendar year on or before October 31st of the current calendar year.
- (b) In consideration for the health services described in Exhibit A, which will be provided by the Board to and within the City, the City shall pay to the Board the total annual sum of Two Hundred Seventy Eight Thousand Nine Hundred Forty Six Dollars and No Cents (**\$278,946.00**) for calendar year 2022 and the total annual sum of Three Hundred Six Thousand Eight Hundred Forty One Dollars and No Cents (**\$306,841.00**) for calendar year 2023. The City hereby directs the Fiscal Officer of Cuyahoga County to place to the credit of the Board and the Fiscal Office of Cuyahoga County is hereby authorized and directed to deduct the sum stated above in equal, semi-annual installments of One Hundred Thirty Nine Thousand Four Hundred Seventy Three Dollars and No Cents (**\$139,473.00**) from the regular property tax settlement to be made for said City for calendar year 2022 and One Hundred Fifty Three Thousand Four Hundred Twenty Dollars and Fifty Cents (**\$153,420.50**) from the regular property tax settlement to be made for said City for calendar year 2023.

4. RECORDS.

- (a) The Board shall maintain copies of all records created or received by the Board in the performance of the work under this Agreement as required by Ohio's public records law. Any records created or received as a part of this Agreement shall be made available to the City upon request subject to exceptions listed below.
- (b) Any non-private health information in confidential records or information in the records created by the Board or that come into the possession of the Board under this Agreement shall, if provided to the City, be kept confidential by the City.
- (c) The Board is prohibited by State and Federal law from sharing protected health information and said records will not be shared with the City unless there is compliance with the proper method for release of said information.

5. REPORTS.

The Board shall provide semi-annual written reports to the City regarding the work conducted and services provided on behalf of the City under this Agreement. Such Reports shall be in a form as is provided to all political subdivisions for which the Board provides Agreement services.

6. NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.

In performing the services specified under the terms of this Agreement, the Board shall not assign, transfer, or delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement, unless such subcontracting is specified in this Agreement or its Exhibits, or unless prior written consent is provided by the City.

7. INDEPENDENT AGREEMENTOR.

- (a) The Board hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the City. The Board shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers' compensation for its employees, and the City will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers' compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Board provide personal services to the City are not public employees of the City under Ohio state law.
- (b) No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Agreement. Inasmuch as the City is interested in the Board's end product, the City does not control the manner in which the Board performs this Agreement.

8. NOTICES.

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:

TO THE BOARD:

Cuyahoga County Board of Health
Attention: Terry Allan, Health Commissioner
5550 Venture Drive
Parma Ohio 44130

TO THE CITY:

City of Strongsville
Attention: Mayor Thomas P. Perciak
16099 Foltz Industrial Parkway
Strongsville, Ohio 44149

And

City of Strongsville
Attention: Director of Law
16099 Foltz Industrial Parkway
Strongsville, Ohio 44149

9. EFFECT OF ELECTRONIC SIGNATURE

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

10. APPLICABLE LAW AND VENUE

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the Agreement, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

11. SEVERABILITY.

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this Agreement.

12. AMENDMENT

This Agreement shall not be modified except by the express written consent by both parties hereto.

13. WAIVER.

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

14. FORCE MAJEURE.

Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

15. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

16. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this Agreement.

FOR THE BOARD:

Approved as to form.
Cuyahoga County Board of Health
Office of General Counsel

Mayor David Smith, President District
Advisory Council

By: _____

Date: _____

Date: _____

FOR THE CITY:

Approved as to form.

Mayor Thomas P. Perciak

By: _____
Director of Law

Date: _____

Date: _____

EXHIBIT A

SCOPE OF WORK

The General Health District of Cuyahoga County, Ohio, hereby agrees to provide health services for the **City of Strongsville** for the calendar years 2022 and 2023 as set forth below (“Services”).

- The Board shall have full authority to be and act as the public health authority for the City.
- The Services described in the schedule listed below in this Exhibit will be provided by the District Board of Health of Cuyahoga County (“Board”) to the City.
- The Services will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio.
- Air pollution enforcement services, as described in Chapter 3704 of the Ohio Revised Code (“ORC”), will be conducted through the designated agent, the Cleveland Division of Air Pollution Control, not by the Board. This authorization is contingent upon renewal of the Agreement between the Ohio EPA and the City of Cleveland and satisfactory performance of the Agreement terms and conditions regarding air pollution control in Cuyahoga County. The Board of Health reserves the right to alter, modify or amend this Agreement provision with notice to the City.
- The following specific services shall be a part of the Services provided under this Agreement:

List of Functions, Programs and Services

Animal Control and Shelter:
Rabies Surveillance – Animal bite follow up
Environmental Health - State Programs:
Food Service Operation Licensing/ Inspection/Education
Retail Food Establishment Licensing & Inspection.
School Facilities Inspection
Smoke Free Workplace Enforcement
Public Swimming Pool & Spa Licensing & Inspection
Tattoo & Body Piercing Enforcement
Temporary Park Camp Licensing/Inspection/Enforcement
Clean Indoor Air Regulation - complaint based response
Home Day Care Inspections - USDA Inspections Only/Fee for Service
Nuisance & Vector Control
Residential Housing/Commercial Building Inspection - complaint based response
Solid Waste Enforcement
West Nile Virus Prevention/Mosquito Control
Animal Venue Licensing/Inspection/Enforcement
Emergency Preparedness:
Public Health Emergency Preparedness (PHEP)
Planning and Cities' Readiness Initiative activities
Emergency Management Committee - participation

Development of Local Emergency Response Plan - participation
Community Outreach and Education
Northeast Ohio Regional Public Health Partnership - participation
Epidemiology, Surveillance, Investigation Services:
Reportable Infectious Disease investigation and follow-up (excluding HIV/AIDS; STD; TB)
Disease Outbreak Management
Regional Infection Control Committee – participation
NEO Regional. Epidemiology Response Team – participation
Nursing Services:
Health Promotion:
First Aid/Communicable disease classes – fee for service
Cleveland Safe Kids Coalition - participation
Immunization Program:
Childhood and Adult Vaccine Administration Services - Fee for Service. Most insurance accepted, by appointment. Charges may be waived for inability to pay.
Seasonal Influenza vaccine clinics - Fee for Service, most insurance accepted.
Immunize Ohio- participation
Jail Inmate Health Services:
Jail Inspection - provided once annually
Lead Poisoning Prevention:
Pediatric blood lead testing - Fee for Service. Charges may be waived for inability to pay
Case management
Environmental Assessment - Limited fee for service
Community Education and Outreach
Greater Cleveland Healthy Homes Advisory Council
Occupational Health:
Immunizations and Tuberculosis screenings - Fee for Service
Bureau for Children with Medical Handicaps (BCMh) Public Health Nursing Services
Administrative Services:
Administration
Grant Writing & Management
Budget
Records Management
Accounts Payable, Accounts Receivable
Data Entry & Program Management
Reports - Financial & Statistical
Payroll

The Board maintains a range of grant funded programs for citizens throughout the County who are income qualified.

THE BOARD RESERVES THE RIGHT TO AMEND THIS EXHIBIT AT ANYTIME PRIOR TO AUTHORIZATION OF THE CITY COUNCIL AND THE BOARD OF HEALTH ANNUALLY.

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2021 – 132

By: Mayor Perciak and All Members of Council

A RESOLUTION ACCEPTING THE DONATION OF WATER RESCUE EQUIPMENT FOR USE BY THE CITY OF STRONGSVILLE FIRE & EMERGENCY SERVICES AND SURROUNDING COMMUNITIES.

WHEREAS, the Church of St. Colette in Brunswick, Ohio recently held a ceremony in remembrance of September 11th, along with a Flags of Thanks fundraiser, in order to show their support for the safety forces of the Cities of Brunswick, North Royalton, Strongsville and Hinckley Township; and

WHEREAS, through the generosity of their congregation and other citizens in the area, the Church was able to purchase two (2) Rapid Deployment Crafts (RDC), which are inflatable boats for water and ice rescue; and

WHEREAS, such equipment will be shared as a regional asset among the Cities of Brunswick, North Royalton, Strongsville and Hinckley Township, with one of the RDCs to be housed in the City of Strongsville, and the other RDC will be stored at the City of Brunswick; and

WHEREAS, the Rapid Deployment Crafts and related appurtenances are valued at \$4,900.00 each; and

WHEREAS, the City of Strongsville is desirous of accepting such generous 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 graciously accepts the above donation from the Church of St. Colette in Brunswick, and expresses its appreciation for such equipment.

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. 2021 - 132
Page 2

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

RES
ORD. No. 2021-132 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

APPROVED: _____
DATE: _____

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2021 – 133

By: Mayor Perciak and All Members of Council

A RESOLUTION ACCEPTING A DONATION OF MONEY FROM THE STRONGSVILLE CHAMBER OF COMMERCE IN ORDER FOR THE CITY OF STRONGSVILLE TO PURCHASE TRASH RECEPTACLES FOR THE CITY OF STRONGSVILLE COMMONS AREA.

WHEREAS, the Strongsville Chamber of Commerce sponsors many events throughout the City of Strongsville, most notably, the Homecoming Festival, which is held at the Commons Area within the Strongsville Town Center; and

WHEREAS, in order to keep the Commons Area well-maintained, the City intends to purchase additional trash receptacles; and

WHEREAS, the Strongsville Chamber of Commerce has donated a check in the amount of \$3,764.00 to be used by the City for the purchase of four (4) trash receptacles to be placed at the Commons area of the Strongsville Town Center; 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 Chamber of Commerce for its donation of \$3,764.00 to be utilized by the City for the purchase of four (4) trash receptacles for the Strongsville Commons Area.

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. 2021 - 133
Page 2

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

RES
ORD. No. 2021-133 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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

STRONGSVILLE, OHIO

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2021 – 134

By: Mayor Perciak and All Members of Council

AN ORDINANCE APPROVING AND ADOPTING MID-YEAR REPLACEMENT PAGES TO THE CODIFIED ORDINANCES OF THE CITY, REPEALING ORDINANCES AND RESOLUTIONS IN CONFLICT THEREWITH, AND DECLARING AN EMERGENCY.

WHEREAS, in order to conform with the changes adopted by the Ohio General Assembly and with current State law as required by the Ohio Constitution, it is necessary for the City to amend certain provisions within its General Offenses and Traffic Code; and

WHEREAS, various ordinances of a general and permanent nature have been passed by Council since March 15, 2021 and through July 19, 2021, which now should be included in the Codified Ordinances; and

WHEREAS, Council has heretofore entered into a contract with the Walter H. Drane Company to prepare and publish the aforesaid amendments and revisions on a semi-annual basis; and

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

Section 1. That the additions and amendments to the General Offenses Code and Traffic Code of the Codified Ordinances of the City of Strongsville, as prepared by the Walter H. Drane Company in order to comply with current State law, be and are hereby approved and adopted; and the ordinances of Strongsville of a general and permanent nature, as revised, re-codified, rearranged and consolidated into component codes, titles, chapters and sections within the mid-year 2021 replacement pages to the Codified Ordinances, be and are hereby approved and adopted, all as set forth in Exhibit A attached hereto and incorporated herein by reference.

Section 2. That any other ordinances or resolutions or parts thereof in conflict with any of the above Ordinances shall, to the extent of any conflict, be and are hereby repealed.

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 necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City; and for the further reason that there exists an imperative necessity for the earliest publication and distribution of the aforesaid amendments to the Codified Ordinances to the officials and residents of the City, so as to facilitate the administration and daily operation of the City and its departments, and to avoid practical and legal entanglements. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to

CITY OF STRONGSVILLE, OHIO
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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	_____	_____
DeMio	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Schonhut	_____	_____
Short	_____	_____

Attest: _____
Clerk of Council

ORD. No. 2021-134 Amended: _____
1st Rdg. _____ Ref: _____
2nd Rdg. _____ Ref: _____
3rd Rdg. _____ Ref: _____

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