



# City of Strongsville

16099 Foltz Parkway  
Strongsville, Ohio 44149-5598  
Phone: 440-580-3110  
Council Office Fax: 440-572-1648  
[www.strongsville.org](http://www.strongsville.org)

April 30, 2015

## 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](mailto:aimee.pientka@strongsville.org)

Tiffany Mekeel  
Assistant Clerk of Council  
[tiffany.mekeel@strongsville.org](mailto:tiffany.mekeel@strongsville.org)

## MEETING NOTICE

City Council has scheduled the following meetings for **Monday, May 4, 2015**, 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 7:20 p.m. All committees listed will meet immediately following the previous committee:**

**7:20 P.M.**

**Finance Committee** will meet to discuss Resolution No. 2015-081. A motion will be made to approve the Finance Committee meeting minutes of April 13, 2015 .

**Planning Zoning and Engineering Committee** will meet to discuss Resolution Nos. 2015-086, 2015-087 and 2015-088.

**Public Service and Conservation Committee** will meet to discuss Ordinance Nos. 2015-089, 2015-090, 2015-091 and Resolution No. 2015-092.

**Public Safety and Health Committee** will meet to discuss Ordinance Nos. 2015-093, 2015-094, 2015-095, 2015-096, 2015-097 and 2015-098.

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

**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, MAY 4, 2015 AT 8:00 P.M.**  
Mike Kalinich Sr. City Council Chamber  
18688 Royalton Road, Strongsville, Ohio

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**AGENDA**

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
  - *Council Meeting – April 20, 2015*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
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:
  - *Motion to ratify, approve and note the burial of Denise Winter in Section F, Lot #19, Grave B, based on the owner's designation of wishes for interments in the Strongsville Municipal Cemetery.*
  - 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:
- LAW DEPARTMENT:

9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Resolution No. 2015-081 by Mayor Perciak and Mr. Dooner. A RESOLUTION ADOPTING ALTERNATIVE TAX BUDGET INFORMATION FOR THE CITY OF STRONGSVILLE, OHIO FOR FISCAL YEAR 2016, AND DECLARING AN EMERGENCY. First reading 04-20-15.
- Resolution No. 2015-086 by Mayor Perciak and Mr. Maloney. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PRIEM ROAD CULVERT REPLACEMENT PROJECT, IN THE CITY OF STRONGSVILLE.
- Resolution No. 2015-087 by Mr. Maloney. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR A PORCH ADDITION AND PARKING LOT ADDITION FOR A RESTAURANT AND OFFICE, AND APPROVAL OF SUCH USES IN A HISTORICAL BUILDING FOR PROPERTY LOCATED AT 14217 MILL HOLLOW LANE (PPN 399-05-007), IN THE CITY OF STRONGSVILLE.
- Resolution No. 2015-088 by Mr. Maloney. A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR THE REPLACEMENT OF THREE (3) ANTENNAS AND AN ANTENNA MOUNT WITH THREE (3) NEW ANTENNAS AND A NEW ANTENNA MOUNT, ON AN EXISTING TELECOMMUNICATIONS TOWER ON CITY-OWNED PROPERTY LOCATED AT 15639 ROYALTON ROAD (PPN 399-02-005), IN THE CITY OF STRONGSVILLE.
- Ordinance No. 2015-089 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF ASPHALT MATERIALS FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-090 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE AND REPLACEMENT OF A MECHANICAL BAR SCREEN ASSEMBLY WITH ACCESSORIES AND WASHER COMPACTOR, ALL TO BE INSTALLED AT WASTE-WATER TREATMENT PLANT "B" IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-091 by Mr. Carbone. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF VEHICLE AND EQUIPMENT TIRES AND RELATED TIRE SERVICES TO BE USED BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.

- Resolution No. 2015-092 by Mr. Carbone. A RESOLUTION GRANTING PERMISSION TO TRANSFER CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Laing-Bloomingtondale]
- Ordinance No. 2015-093 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SIDE BAR AGREEMENT FOR PART-TIME RADIO DISPATCHERS BETWEEN THE CITY OF STRONGSVILLE AND THE FRATERNAL ORDER OF THE POLICE PARMA LODGE 15 (RADIO DISPATCHERS UNIT) IN CONNECTION WITH THE CURRENT COLLECTIVE BARGAINING AGREEMENT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-094 by Mayor Perciak and Mr. DeMio. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF FOUR (4) 2016 FORD FUSION POLICE VEHICLES, WITH BASIC OPTIONS AND APPURTENANCES, FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-095 by Mayor Perciak and Mr. DeMio. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF FOUR (4) 2015 DODGE CHARGER POLICE VEHICLES, WITH BASIC OPTIONS AND APPURTENANCES, FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-096 by Mayor Perciak and Mr. DeMio. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF TWO (2) NEW 2015 HARLEY-DAVIDSON POLICE MOTORCYCLES FOR USE BY THE CITY'S POLICE DEPARTMENT, AND FOR TRADE-IN OF TWO (2) 2007 HARLEY-DAVIDSON POLICE MOTORCYCLES, AND TO HAVE THE SALE PRICE APPLIED TO THE PURCHASE PRICE, WITHOUT PUBLIC BIDDING FOR SUCH SALE, AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-097 by Mayor Perciak and Mr. DeMio. AN ORDINANCE APPROVING PURCHASES OF SUPPLEMENTAL SPECIALTY ITEMS, EQUIPMENT, PAINTING, AND INSTALLATION OF ACCESSORIES NECESSARY TO PROPERLY OUTFIT NEW VEHICLES SEPARATELY PURCHASED FOR USE BY THE POLICE DEPARTMENT; AUTHORIZING THE MAYOR TO ENTER INTO CONTRACTS WITH VARIOUS VENDORS, WITHOUT PUBLIC BIDDING; AND DECLARING AN EMERGENCY.
- Ordinance No. 2015-098 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE OHIO ATTORNEY GENERAL FOR CERTAIN DELINQUENT DEBT COLLECTION AND TO DELEGATE DISCRETION, IN CONNECTION WITH COLLECTIONS OF EMS BILLINGS, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:

- Request for review by Council under Article IV, Section 6 (c) of the Charter, of the findings and determination of variance of the Board of Zoning Appeals concerning the property owned by Fireside Builders, LLC, located at S/L 270, 12362 Steeplechase Lane, PPN 392-02-035, zoned R1-100.

12. MISCELLANEOUS BUSINESS:

13. ADJOURNMENT:

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 086

By: Mayor Perciak and Mr. Maloney

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE FOR BIDS FOR THE PRIEM ROAD CULVERT REPLACEMENT PROJECT, IN THE CITY OF STRONGSVILLE.**

BE IT RESOLVED 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 to advertise for bids for the Priem Road Culvert Replacement project, generally consisting of removal and replacement of a culvert, storm sewer and pavement replacement, in accordance with specifications and bid documents on file in the office of the City Engineer, which are in all respects hereby approved.

**Section 2.** That the funds for the purposes of this Resolution have been appropriated and shall be paid from the Drainage Levy Fund.

**Section 3.** 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 the 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 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: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
Clerk of Council

RES. ORD. No. 2015-086 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
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 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 087

By: Mr. Maloney

**A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR A PORCH ADDITION AND PARKING LOT ADDITION FOR A RESTAURANT AND OFFICE, AND APPROVAL OF SUCH USES IN A HISTORICAL BUILDING FOR PROPERTY LOCATED AT 14217 MILL HOLLOW LANE (PPN 399-05-007), IN THE CITY OF STRONGSVILLE.**

WHEREAS, Miss Hickory's Tea Room submitted a final site plan to the Planning Commission for approval of a porch addition and parking lot addition for a restaurant and office in a historical building, for property located at 14217 Mill Hollow Lane (PPN 399-05-007), zoned Public Facilities, and approval of such uses in a designated Historical Building pursuant to Strongsville Codified Ordinances Section 1256.08; and

WHEREAS, the Planning Commission approved said final site plan at its meeting of April 23, 2015, subject to certain conditions.

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 Miss Hickory's Tea Room, for approval of a porch addition and parking lot addition for a restaurant and office in a historical building, for property located at 14217 Mill Hollow Lane (PPN 399-05-007), subject to all of the conditions established by the Planning Commission.

**Section 2.** That this Council does further hereby confirm the approval of the City's Planning Commission of these uses for a restaurant and office in a designated Historical Building under Strongsville Codified Ordinances Section 1256.08.

**Section 3.** 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 4.** That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2015 - 087  
Page 2

\_\_\_\_\_  
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

RES.  
ORD. No. 2015-087 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



RECEIVED

APR 24 2015

CITY OF STRONGSVILLE  
CITY COUNCIL

## MEMORANDUM

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

**FROM:** Carol Oprea, Administrative Assistant, Boards & Commissions

**SUBJECT:** Referrals to Council

**DATE:** April 24, 2015

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Please be advised that at its meeting of April 23, 2015, the Strongsville Planning Commission gave Favorable Recommendation to the following;

**AT & T/ Laura Tworzydlo, Agent**

Site Plan approval for the replacement of 3 antennas and an antenna mount with 3 new antennas and a new mount for the AT & T co-location on an existing telecommunications tower located at 15639 Royalton Road, PPN 399-02-005 zoned Public Facility.

**MISS HICKORY'S TEA ROOM/ Joseph Butvin, Principal**

Site Plan approval of a porch addition and parking lot addition for a restaurant and office in a Historical Building for property located at 14217 Mill Hollow Lane, PPN 399-05-007 zoned Public Facility, **subject to the report of the Building Department.**

**EDGEBROOK SUBDIVISION/ Dan Bailey, Agent**

Final Subdivision Plan approval of the Edgebrook Subdivision Phase 2 consisting of 42 Cluster Sublots; property located on the north side of Westwood Drive, across from Hollo Oval, PPN 392-24-002, 006 zoned RT-C **subject to the report of the Engineering Department and subject to clearing title and filing the assignment document for the sanitary sewer.**

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 088

By: Mr. Maloney

**A RESOLUTION CONFIRMING PLANNING COMMISSION APPROVAL OF THE FINAL SITE PLAN FOR THE REPLACEMENT OF THREE (3) ANTENNAS AND AN ANTENNA MOUNT WITH THREE (3) NEW ANTENNAS AND A NEW ANTENNA MOUNT, ON AN EXISTING TELECOMMUNICATIONS TOWER ON CITY-OWNED PROPERTY LOCATED AT 15639 ROYALTON ROAD (PPN 399-02-005), IN THE CITY OF STRONGSVILLE.**

WHEREAS, AT&T, through its agent, has submitted a final site plan to the Planning Commission for approval of the replacement of three (3) antennas and an antenna mount with three (3) new antennas and a new antenna mount on the existing telecommunications tower, on City-owned property located at 15639 Royalton Road (PPN 399-02-005), zoned Public Facilities; and

WHEREAS, the Commission approved said final site plan at its meeting of April 23, 2015.

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 AT&T for the replacement of three (3) antennas and an antenna mount with three (3) new antennas and a new antenna mount on the existing telecommunications tower, on City-owned property located at 15639 Royalton Road (PPN 399-02-005).

**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.

CITY OF STRONGSVILLE, OHIO  
RESOLUTION NO. 2015 - 088  
Page 2

\_\_\_\_\_  
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

RES.  
ORD. No. 2015-088 Amended: \_\_\_\_\_

1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

\_\_\_\_\_  
Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_

Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

RECEIVED

APR 24 2015

CITY OF STRONGSVILLE  
CITY COUNCIL

## MEMORANDUM

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

**FROM:** Carol Oprea, Administrative Assistant, Boards & Commissions

**SUBJECT:** Referrals to Council

**DATE:** April 24, 2015

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Please be advised that at its meeting of April 23, 2015, the Strongsville Planning Commission gave Favorable Recommendation to the following;

**AT & T/ Laura Tworzydlo, Agent**

Site Plan approval for the replacement of 3 antennas and an antenna mount with 3 new antennas and a new mount for the AT & T co-location on an existing telecommunications tower located at 15639 Royalton Road, PPN 399-02-005 zoned Public Facility.

**MISS HICKORY'S TEA ROOM/ Joseph Butvin, Principal**

Site Plan approval of a porch addition and parking lot addition for a restaurant and office in a Historical Building for property located at 14217 Mill Hollow Lane, PPN 399-05-007 zoned Public Facility, **subject to the report of the Building Department.**

**EDGEBROOK SUBDIVISION/ Dan Bailey, Agent**

Final Subdivision Plan approval of the Edgebrook Subdivision Phase 2 consisting of 42 Cluster Sublots; property located on the north side of Westwood Drive, across from Hollo Oval, PPN 392-24-002, 006 zoned RT-C **subject to the report of the Engineering Department and subject to clearing title and filing the assignment document for the sanitary sewer.**

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 089

By: Mr. Carbone

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF ASPHALT MATERIALS FOR USE BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has advertised and received bids for the purchase of asphalt materials for use by the Service Department of the City of Strongsville during the period of 2015 and 2016; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract for the purchase of such asphalt materials.

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 finds and determines that the bid submitted by **KOKOSING MATERIALS, INC.**, in the unit amounts set forth in the bid package incorporated herein by reference, for the purchase of various asphalt materials for use by the Service Department of the City of Strongsville meets the specifications on file in the office of the Director of Public Service; is in compliance with the applicable requirements for bidding and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract with respect to the referenced items. All other bids for this particular contract are hereby rejected.

**Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for the purchase of various asphalt materials for use by the Service Department of the City during the period of 2015 and 2016, in accordance with the specifications on file in the office of the Director of Public Service, and for the unit prices and sums submitted in such bid, but in any event not to exceed the total amount of \$250,000.00 during the term of the contract. Said contract shall be in a form approved by the Law Director.

**Section 3.** That the funds necessary for the purpose of such contract have been appropriated for 2015 and shall be paid from the Street Construction, Maintenance and Repair Fund; and the Director of Finance be and is hereby authorized and directed to issue the City's warrants in accordance with the terms and conditions of such bid and contract.

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2015 – 089**  
**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 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 the purchase of said materials in order to maintain the continuity of services and operation of the Service Department, and to provide for safe roads and streets within the municipality. 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.

\_\_\_\_\_ Approved: \_\_\_\_\_  
 President of Council Mayor

Date Passed: \_\_\_\_\_ Date Approved: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2015-089 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
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 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 090

By: Mr. Carbone

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE AND REPLACEMENT OF A MECHANICAL BAR SCREEN ASSEMBLY WITH ACCESSORIES AND WASHER COMPACTOR, ALL TO BE INSTALLED AT WASTE-WATER TREATMENT PLANT "B" IN THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has advertised for bids for the purchase and replacement of a mechanical bar screen assembly with accessories and a washer compactor, all to be installed at Wastewater Treatment Plant "B" in the City of Strongsville; and

WHEREAS, one bid was received, which is fair and reasonable, and in the best interest of the City, and therefore, Council is desirous of proceeding to award and enter into a contract for such services and equipment.

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 finds and determines that the bid submitted by **DUPERON CORPORATION** for the purchase and replacement of a mechanical bar screen assembly with accessories and a washer compactor, all to be installed at Wastewater Treatment Plant "B" in the City of Strongsville, meets the specifications on file in the office of the Director of Public Service; is in compliance with the applicable requirements for bidding and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract. Any and all informalities or minor defects in the bidding process are hereby waived.

**Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder for the purchase and replacement of a mechanical bar screen assembly with accessories and a washer compactor, all to be installed at Wastewater Treatment Plant "B" in the City of Strongsville, in accordance with the specifications on file in the office of the Director of Public Service, for the sums submitted in such bid but in a total amount not to exceed \$172,420.00, and in a form to be approved by the Law Director.

**Section 3.** That the funds for the purpose of such contract have been appropriated and shall be paid from the Sanitary Sewer Fund; and the Director of Finance be and is hereby authorized and directed to issue the City's warrants in accordance with the terms and conditions of such bid and contract.

**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 of the City, and for the further reason that it is immediately necessary to enter into said contract in order to provide continuity and efficient operation of the City's Wastewater facilities, to repair and protect City-owned utilities and property, 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	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

ORD. No. 2015-090 Amended: \_\_\_\_\_  
1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
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Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 091

By: Mr. Carbone

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF VEHICLE AND EQUIPMENT TIRES AND RELATED TIRE SERVICES TO BE USED BY THE SERVICE DEPARTMENT OF THE CITY OF STRONGSVILLE, AND DECLARING AN EMERGENCY.**

WHEREAS, the City has advertised and received bids for the purchase of vehicle and equipment tires and related tire services to be used by the Service Department of the City of Strongsville; and

WHEREAS, Council is desirous of proceeding to award and enter into a contract for such equipment and services.

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 finds and determines that the bid submitted by **SYLVESTER TRUCK & TIRE SERVICE, INC.**, meets the specifications on file in the office of the Director of Public Service; is in compliance with the applicable requirements for bids and contracts established by the laws of the City and the State; and is the lowest and best bid for the proposed contract, since the apparent lowest bidder failed to properly bid to certain specifications for "Ultra Grip" tires for police vehicles, thereby rendering its bid non-responsive. All other bids for this contract are, therefore, hereby rejected.

**Section 2.** That the Mayor be and is hereby authorized and directed to enter into a contract with the aforesaid lowest and best bidder in the amount of \$140,133.20 for the purchase of vehicle and equipment tires and related tire services to be used by the Service Department of the City of Strongsville, and in a form approved by the Law Director.

**Section 3.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the General Fund; Street Construction, Maintenance and Repair Fund; Emergency Vehicle Fund; Fire Levy Fund; Multi-Purpose Complex Fund; and the Sanitary Sewer 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

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2015 – 091**  
**Page 2**

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 it is immediately necessary to enter into a contract for purchases of various tires and related tire services to provide for the safe operation and maintenance of vehicles in the City's Department of Public Service, 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. 2015-091 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2015 – 092

By: Mr. Carbone

A RESOLUTION GRANTING PERMISSION TO TRANSFER CERTAIN CERTIFICATES FOR BURIAL RIGHTS IN THE STRONGSVILLE MUNICIPAL CEMETERY. [Laing-Bloomingtondale]

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

Section 1. That pursuant to Codified Ordinance Section 1060.09, and consistent with documentation presented to the City, Council hereby authorizes the Sexton to transfer the certificate for burial rights in the Strongsville Municipal Cemetery for Graves F and H, in Lot 1, of Section C, from Eva Jane Laing to her daughter, Carol Bloomingtondale; and further waives the City's right to repurchase such lots.

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: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
Clerk of Council

RES. ORD. No. 2015-092 Amended: \_\_\_\_\_

1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_

Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 093

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SIDE BAR AGREEMENT FOR PART-TIME RADIO DISPATCHERS BETWEEN THE CITY OF STRONGSVILLE AND THE FRATERNAL ORDER OF THE POLICE PARMA LODGE 15 (RADIO DISPATCHERS UNIT) IN CONNECTION WITH THE CURRENT COLLECTIVE BARGAINING AGREEMENT, AND DECLARING AN EMERGENCY.**

WHEREAS, Council, by and through passage of Ordinance No. 2013-170, authorized the Mayor to enter into a collective bargaining agreement between the Fraternal Order of the Police Parma Lodge 15 (Radio Dispatchers Unit) and the City of Strongsville through 2015; and

WHEREAS, due to now operating a regional dispatch center involving four communities (Southwest Regional Emergency Dispatch Center), it has become necessary for the City to employ part-time dispatchers when necessary and to define the status of such part-time employees.

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 execute and enter into a Side Bar Agreement: Part-time Radio Dispatchers to the Agreement with the Fraternal Order of the Police Parma Lodge 15 (Radio Dispatchers Unit) in the form attached hereto as Exhibit "A" and which in all respects is hereby approved.

**Section 2.** That the funds for the purposes of the aforesaid Side Bar Agreement have been appropriated and shall be paid from the General Fund.

**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 the immediate approval and implementation of the aforesaid Agreement is necessary in order to maintain the orderly

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 - 093

Page 2

and efficient operation of the Radio Dispatchers Unit of the Public Safety Division of the City, provide fair compensation for part-time dispatchers, 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. 2015-093 Amended: \_\_\_\_\_

1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_

Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

## SIDE BAR AGREEMENT: PART-TIME RADIO DISPATCHERS

This Side Bar Agreement shall pertain to part-time radio dispatchers.

1. The City may employ part-time radio dispatchers as City employees in the unclassified service. The Mayor may hire the part-time radio dispatchers consistent with City policies on hiring other City part-time employees outside of the Civil Service process.
2. The part-time radio dispatchers shall be recognized as members of the FOP 15 bargaining unit; however, the provisions of the collective bargaining agreement (CBA) shall not apply to part-time radio dispatchers, except part-time radio dispatchers are entitled to FOP representation at any hearing involving disciplinary action.
3. The part-time radio dispatcher's initial rate of pay shall be \$16.20 per hour. While as noted above they are not entitled to any of the benefits of the CBA, they shall be entitled to those benefits available to other part-time City employees in the unclassified service. As members of the FOP, they shall be subject to dues deductions in accordance with Article 6 of the current CBA between the City and the FOP. Among the other sections, Article 11 of the current CBA (Seniority) shall not apply to part-time radio dispatchers.
4. Part-time radio dispatchers desiring to become full-time dispatchers must be tested and certified to an eligibility list and be appointed in accordance with all City Civil Service Rules and Procedures to positions of full-time radio dispatchers.

FOR THE CITY OF STRONGSVILLE:

By: \_\_\_\_\_

Thomas P. Perciak, Mayor


Date: \_\_\_\_\_

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

By \_\_\_\_\_  
Law Director

Date \_\_\_\_\_

FOP LODGE 15:

  
Robert M. Perciak's  
General Counsel FOP 15

  
Erin Iorillo 4/23/15

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 094

By: Mayor Perciak and Mr. DeMio

**AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF FOUR (4) 2016 FORD FUSION POLICE VEHICLES, WITH BASIC OPTIONS AND APPURTENANCES, FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS 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 four (4) 2016 Ford Fusion Police vehicles with certain basic options and appurtenances, (Contract No. RS903115, Index No. GDC104) for use by the Police Department.

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 request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for the purchase through **MIDDLETOWN FORD, INC.**, of four (4) 2016 Ford Fusion Police vehicles with certain basic options and appurtenances, for use by the Police Department of the City in a total amount not to exceed \$71,168.36, as itemized on Exhibits A-1 through A-4 attached hereto and incorporated herein, 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 the Mayor and Director of Finance be and are hereby authorized to enter into and execute 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 purposes of said contract(s) have been appropriated and shall be paid from the Emergency Vehicle Fund.

**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 such program and purchase such vehicles in order to maintain continuity in the operation of the Police Department, to provide for the safety and welfare of the public, 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	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2015-094 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



Middletown Ford Fleet Department  
 1750 N. Verity Parkway  
 Middletown, OH 45042  
 (513) 420-8700  
[david.spencer@middletownford.com](mailto:david.spencer@middletownford.com)

To whom it may concern,

Thank you for allowing Middletown Ford to bid on your:

Vehicle Information							
Item #	Year	Make	Model	Trim	Body Style	Color	No. of Units
2AA	2016	Ford	Fusion	S	Sedan	Oxford White	1

Buyer Information					
Name	Address	City	State	Zip Code	Phone Number
City of Strongsville		Strongsville	OH	44149	440-580-3238

Vehicle Bid (Per Unit)		Amount Due At Inception:	
<b>Selling Price</b>	\$17,408.64	<b>Down Payment:</b>	
<b>Extra Set of Keys</b>	\$289.95	<b>Cash Deposit:</b>	\$0.00
<b>Seat Belt Extender</b>	\$0.00	<b>Cash Down Payment:</b>	\$0.00
N/A	\$0.00		
N/A	\$0.00	<b>Rebate(s):</b>	
N/A	\$0.00		N/A \$0.00
N/A	\$0.00		
N/A	\$0.00	<b>Trade(s):</b>	
N/A	\$0.00	<b>Trade 1</b>	\$0.00
<b>Delivery</b>	\$75.00	<b>Trade 2</b>	\$0.00
<b>Title Fee</b>	\$0.00	<b>Trade 3</b>	\$0.00
<b>Registration Fee (30-Day Tag)</b>	\$18.50	<b>Total Net Trade(s)</b>	
<b>Other Fees</b>	\$0.00		
<b>Total Due</b>	\$17,792.09	<b>Total Credits</b>	\$0.00

We would also like to announce that we participate in the state's Minority Business Enterprise (MBE) Program. Please see attached documents for further details. We greatly appreciate you giving Middletown Ford the opportunity to earn your business.

Sincerely,  
 David Spencer  
 Fleet/Commercial Sales Manager



Middletown Ford Fleet Department  
 1750 N. Verity Parkway  
 Middletown, OH 45042  
 (513) 420-8700  
[david.spencer@middletownford.com](mailto:david.spencer@middletownford.com)

To whom it may concern,

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Vehicle Information							
Item #	Year	Make	Model	Trim	Body Style	Color	No. of Units
2AA	2016	Ford	Fusion	S	Sedan	Oxford White	1

Buyer Information					
Name	Address	City	State	Zip Code	Phone Number
City of Strongsville		Strongsville	OH	44149	440-580-3238

Vehicle Bid (Per Unit)		Amount Due At Inception:	
Selling Price	\$17,408.64	Down Payment:	
Extra Set of Keys	\$289.95	Cash Deposit:	\$0.00
Seat Belt Extender	\$0.00	Cash Down Payment:	\$0.00
N/A	\$0.00		
N/A	\$0.00	Rebate(s):	
N/A	\$0.00		N/A \$0.00
N/A	\$0.00		
N/A	\$0.00	Trade(s):	
N/A	\$0.00	Trade 1	\$0.00
Delivery	\$75.00	Trade 2	\$0.00
Title Fee	\$0.00	Trade 3	\$0.00
Registration Fee (30-Day Tag)	\$18.50	Total Net Trade(s)	
Other Fees	\$0.00		
Total Due	\$17,792.09	Total Credits	\$0.00

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 David Spencer  
 Fleet/Commercial Sales Manager



Middletown Ford Fleet Department  
 1750 N. Verity Parkway  
 Middletown, OH 45042  
 (513) 420-8700  
[david.spencer@middletownford.com](mailto:david.spencer@middletownford.com)

To whom it may concern,

Thank you for allowing Middletown Ford to bid on your:

Vehicle Information							
Item #	Year	Make	Model	Trim	Body Style	Color	No. of Units
2AA	2016	Ford	Fusion	S	Sedan	Oxford White	1

Buyer Information					
Name	Address	City	State	Zip Code	Phone Number
City of Strongsville		Strongsville	OH	44149	440-580-3238

Vehicle Bid (Per Unit)		Amount Due At Inception:	
Selling Price	\$17,408.64	Down Payment:	
Extra Set of Keys	\$289.95	Cash Deposit:	\$0.00
Seat Belt Extender	\$0.00	Cash Down Payment:	\$0.00
N/A	\$0.00		
N/A	\$0.00	Rebate(s):	
N/A	\$0.00		N/A \$0.00
N/A	\$0.00		
N/A	\$0.00	Trade(s):	
N/A	\$0.00	Trade 1	\$0.00
Delivery	\$75.00	Trade 2	\$0.00
Title Fee	\$0.00	Trade 3	\$0.00
Registration Fee (30-Day Tag)	\$18.50	Total Net Trade(s)	
Other Fees	\$0.00		
Total Due	\$17,792.09	Total Credits	\$0.00

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Sincerely,  
 David Spencer  
 Fleet/Commercial Sales Manager



Middletown Ford Fleet Department  
 1750 N. Verity Parkway  
 Middletown, OH 45042  
 (513) 420-8700  
[david.spencer@middletownford.com](mailto:david.spencer@middletownford.com)

To whom it may concern,

Thank you for allowing Middletown Ford to bid on your:

Vehicle Information							
Item #	Year	Make	Model	Trim	Body Style	Color	No. of Units
2AA	2016	Ford	Fusion	S	Sedan	Oxford White	1

Buyer Information					
Name	Address	City	State	Zip Code	Phone Number
City of Strongsville		Strongsville	OH	44149	440-580-3238

Vehicle Bid (Per Unit)		Amount Due At Inception:	
Selling Price	\$17,408.64	Down Payment:	
Extra Set of Keys	\$289.95	Cash Deposit:	\$0.00
Seat Belt Extender	\$0.00	Cash Down Payment:	\$0.00
N/A	\$0.00		
N/A	\$0.00	Rebate(s):	
N/A	\$0.00		N/A \$0.00
N/A	\$0.00		
N/A	\$0.00	Trade(s):	
N/A	\$0.00	Trade 1	\$0.00
Delivery	\$75.00	Trade 2	\$0.00
Title Fee	\$0.00	Trade 3	\$0.00
Registration Fee (30-Day Tag)	\$18.50	Total Net Trade(s)	
Other Fees	\$0.00		
Total Due	\$17,792.09	Total Credits	\$0.00

We would also like to announce that we participate in the state's Minority Business Enterprise (MBE) Program. Please see attached documents for further details. We greatly appreciate you giving Middletown Ford the opportunity to earn your business.

Sincerely,  
 David Spencer  
 Fleet/Commercial Sales Manager



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 095

By: Mayor Perciak and Mr. DeMio

**AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF FOUR (4) 2015 DODGE CHARGER POLICE VEHICLES, WITH BASIC OPTIONS AND APPURTENANCES, FOR USE BY THE POLICE DEPARTMENT OF THE CITY; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AGREEMENTS 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 four (4) 2015 Dodge Charger Police vehicles with certain basic options and appurtenances, (Contract No. RS901214, Index No. GDC050) for use by the Police Department.

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 request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for the purchase through **KEY CHRYSLER, JEEP, DODGE, RAM, INC.**, of four (4) 2015 Dodge Charger Police vehicles with certain basic options and appurtenances, for use by the Police Department of the City in a total amount not to exceed \$98,050.00, as itemized on Exhibit A attached hereto and incorporated herein, 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 the Mayor and Director of Finance be and are hereby authorized to enter into and execute 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 purposes of said contract(s) have been appropriated and shall be paid from the Emergency Vehicle Fund.

**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 such program and purchase such vehicles in order to maintain continuity in the operation of the Police Department, to provide for the safety and welfare of the public, 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	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2015-095 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



2020 North Detroit Street  
 Xenia, Ohio 45385  
 (800) 539-3325 Ph (937) 502-4202 Fax  
**Jim Collins (937) 414-2425**  
[jcollins@key-chrysler.com](mailto:jcollins@key-chrysler.com)  
 Contractors ID #31-0797562 Ohio Registration #405989

KEY CHRYSLER IS THE 2015 DAS INDEX No. GDC050 CONTRACT HOLDER FOR CHARGER LAW ENFORCEMENT VEHICLES					
Quotes Are In Complete Compliance With Current Contracts And Ohio House Bill 204					
Quote To:		Upfitter:	DATE:	3/9/2015	
Mike Graziani Strongsville Police Department 18688 Royalton Rd. Strongsville, OH 44136		TBD	QUOTE #:	100584	
Police Agency:		Contact Person:	CUSTOMER ID:	Strongsville	
Strongsville Police Department 18688 Royalton Rd. Strongsville, OH 44136		Mike Graziani	P.O.#:		
		email:	FED. TAX I.D.:		
		Contact Cell:	COUNTY:	Cuyahoga	
		Order Code #:	Contact Phone:	440-580-3238	
			Contact Fax:		
SALESPERSON	DEAL NUMBER (S)		ORDER NUMBER(S)	IGNITION KEY	
<b>Please Check Items And Quantities Necessary For Quote Or Order</b>					
Check Here	Qty	Item	Description	Unit Price	Line Total
X	4	LDDE48	<b>2015 Dodge Charger Police Special</b> 27A ERB 3.6L VVT V6 Engine - 5 Spd A/T	\$ 21,979.00	\$ 87,916.00
X	4	EZH	5.7L HEMI V8 Engine W/VVT And MDS	\$ 1,895.00	\$ 7,580.00
		LDEE48	All Wheel Drive - Includes EZH HEMI V8 Shown Above	\$ 2,870.00	
		MPXW575	\$0 Deductible Maximum Care Extended Warranty 5 Years / 75,000 Miles	\$ 2,396.00	
		MPW575	\$50 Deductible Maximum Care Extended Warranty 5 Years / 75,000 Miles	\$ 2,173.00	
X	4	PX8	PW7 Bright White, <b>PX8 Pitch Black</b> , PS2 Bright Silver, PAU Granite Pearl, PBX Jazz Blue, PSC Billet Silver	NO CHARGE	NO CHARGE
		PREMIUM COLORS	ExtraCost Colors (allow extra delivery time) , PWL White Gold, P76 Sheriff Tan, PB5 Electric Blue, PB8 Midnight Blue Pearl, P79 Michigan State Police Blue, PRY Redline TriCoat, PWD Ivory TriCoat Pearl, PXT Phantom Black Tricoat	\$ 499.00	
X	4	RA2	Uconnect 5.0 AM/FM/Bluetooth Handsfree	STANDARD	STANDARD
		AMV	Parksense Rear Park Assist System w/Camera	\$ 345.00	
		XKN	FlexFuel Engine - V6 Only	NO CHARGE	
		DMM	3.07 Rear Axle Ratio - Available With V6 Only	NO CHARGE	
		NZE	Base Engine Controller - Limits Top Speed To 130 MPH	NO CHARGE	
		AHM	Convenience Group 1 (power adjustable pedals & power front driver & passenger seats with 4 way Lumbar adjustment)	\$ 475.00	
		LED-TIR	Inside Trunk Lid Flashing Warning Lights	\$ 375.00	
		X5X9	HD Cloth Buckets & Rear Vinyl Bench Seat (cloth rear seat is standard)	\$ 119.00	
		CKJ	Front And Rear Vinyl Floor Covering	STANDARD	
		CKD	Front And Rear Floor Carpet (vinyl floor covering is standard)	\$ 124.00	
		LBG	Front Reading/Map Lamps	\$ 49.00	
		PSA-*	Two Tone Paint Contrasting Color - Enter Price Choice From 2 Tone Sheet	\$ -	
		M2/3*	OEM Applied White Vinyl - Enter Price Choice From 2 Tone Sheet	\$ -	
		BSSA	Buckeye State Sheriff Graphics Package - Installed By DANCO	\$ 350.00	
		GUK	Exterior Heated Mirrors	\$ 59.00	
		TT30	30 Day Temporary Tag	\$ 18.50	
		LSA	Security Alarm	\$ 149.00	
X	4	AEB	Street Appearance Group Package (Admin & Undercover Use) Includes SXT Trim, Carpet, Cloth Seating, Full Wheelcovers, Map Lights, Full SXT Console, Power Heated Mirrors, Illuminated Cup Holders, F & R climate controls	\$ 370.00	\$ 1,480.00
X	4	LNF	Driver Left Side Black Spotlight	NO CHARGE	NO CHARGE
		LNA	Matching Right Side Black Spotlight	\$ 205.00	
		LNx	LED Spotlight Upgrade Per Side (add to regular spotlight(s) cost)	\$ 145.00	
		GXQ	Four (4) Additional Non-Key Alike Fobs (when key-alike is not ordered)	\$ 99.00	
X	4	GXE	Fleet Key Alike, (includes 8 fobs each car) (will match existing code)	\$ 139.00	\$ 556.00
		W8A	18" Bolt-On Full Wheel Covers	\$ 39.00	
		NHK	Engine Block Heater	\$ 94.00	
X	4	CW6	De-Activate Rear Doors & Windows	\$ 72.00	\$ 288.00
		SPRW	Spare Big Brake Wheel (FWD and AWD models)	\$ 135.00	
		TPS	Tire Pressure Sensor Kit	\$ 70.00	
X	4	TBW	Full Size OEM 18" Police Pursuit Spare Tire & Wheel Assembly	NO CHARGE	NO CHARGE
X	920	DELIVERY	\$0.25 Per Mile Round Trip Delivery Fee - \$50.00 Minimum Charge	\$ 0.25	\$ 230.00
		UPFIT	Upfit Equipment Per Attached Quote (if applicable)	\$ -	

TRADE-INS ARE GLADLY ACCEPTED - CALL FOR APPRAISAL FORM & TRADE PHOTO DETAILS  
 MUNICIPAL LEASE PROGRAMS ARE AVAILABLE - CALL FOR A QUOTE

PLEASE NOTE:

EXHIBIT A

THIS SIGNED QUOTE SHALL BECOME A CONTRACT BETWEEN KEY CHRYSLER JEEP DODGE RAM, INC. AND CUSTOMER, AUTHORIZING KEY CHRYSLER JEEP DODGE RAM INC. TO ORDER & PROVIDE SATISFACTORY DELIVERY OF THE ABOVE VEHICLE(S)

Each Vehicle	\$ 24,512.50
Total Cost	\$ 98,050.00

Quote Accepted By:

Date:

Purchase Order # :



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 096

By: Mayor Perciak and Mr. DeMio

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR THE PURCHASE OF TWO (2) NEW 2015 HARLEY-DAVIDSON POLICE MOTORCYCLES FOR USE BY THE CITY'S POLICE DEPARTMENT, AND FOR TRADE-IN OF TWO (2) 2007 HARLEY-DAVIDSON POLICE MOTORCYCLES, AND TO HAVE THE SALE PRICE APPLIED TO THE PURCHASE PRICE, WITHOUT PUBLIC BIDDING FOR SUCH SALE, AND DECLARING AN EMERGENCY.**

WHEREAS, the Police Department of the City has two (2) existing 2007 Harley-Davidson Police motorcycles which are obsolete and no longer needed for municipal public purposes; and

WHEREAS, the Police Department is in immediate need of two (2) new 2015 Harley-Davidson Police motorcycles; and

WHEREAS, pursuant to Article IV, §3(e) of the City Charter, the Director of Finance is authorized to sell obsolete or surplus equipment in such manner as Council may by ordinance authorize; and

WHEREAS, this Council is desirous of having the Director of Finance sell and trade-in the existing obsolete motorcycles and have the selling price credited against the purchase price of the new motorcycles all without public auction or bidding.

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

**Section 1.** That this Council finds that the City's Police Department is in need of two (2) new 2015 Harley-Davidson Police motorcycles, which can be obtained most competitively through South East Harley-Davidson.

**Section 2.** That this Council further finds and determines that there is an immediate and present emergency in the operation of the Police Department of the City of Strongsville in that the Police Department has two (2) used 2007 Harley-Davidson Police motorcycles, which are obsolete and no longer needed for any municipal purposes, and further finds that it will be in the best interests of the City to sell such motorcycles and have the selling price applied as a credit against the purchase of the new 2015 Harley-Davidson Police motorcycles pursuant to O.R.C. §721.15 and without public auction or bidding.

**Section 3.** That, for the reasons aforesaid, the Mayor be and is hereby authorized to enter into an agreement with **SOUTH EAST HARLEY-DAVIDSON** for the purchase of two (2) new 2015 Harley-Davidson Police motorcycles in the amount of \$33,414.98, as more fully set forth in Exhibits A-1 and A-2, attached hereto and incorporated herein by reference; including the sale of the City's two (2) 2007 Harley-Davidson Police motorcycles, in the total amount of \$12,075.00, without public bidding, as more fully set forth in Exhibits A-1 and A-2, and providing that the sale price be credited towards the purchase price of the two (2) new motorcycles, in order that the net contract price for the purchase of the new motorcycles shall not exceed \$21,339.98, and in a form to be approved by the Law Director.

**Section 4.** That the funds for the purposes of said contract have been appropriated and shall be paid from the Emergency Vehicle Fund.

**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 of the City, and for the further reason that it is immediately necessary to enter into said contract in order to maintain continuity in the operation of the City of Strongsville Police Department, to provide for the safety and welfare of the public, 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	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2015-096 Amended: \_\_\_\_\_

1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_

Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

# SOUTH EAST HARLEY-DAVIDSON PURCHASE CONTRACT



23105 AURORA ROAD • BEDFORD HTS., OH 44146  
 (440) 439-5300 • FAX (440) 439-2919  
 www.southeastharley.com

PURCHASER CITY OF STRONGSVILLE  
 ADDRESS 18688 ROYALTON RD  
 CITY STRONGSVILLE STATE OH ZIP 44136  
 RES. PHONE ( 440 ) 238-1048  
 BUS. PHONE ( 440 ) 238-7373  
 E-MAIL \_\_\_\_\_ SALESPERSON TOM G OLSZEWSKI

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED MOTOR VEHICLE:  NEW  USED  DEMO

	MAKE	YEAR	MODEL	COLOR	STOCK NO.	SERIAL NO.
VEHICLE SOLD:	<u>HD</u>	<u>2015</u>	<u>FLHP</u>	<u>BLACK &amp; White</u>		
VEHICLE TRADED IN WILL BE:	<u>HD</u>	<u>2007</u>	<u>FLHP</u>	<u>049 BLK/WSTPDTRAI</u>		<u>IHD1FHM127Y634618</u>
ODOMETER MILEAGE ON VEHICLE BEING PURCHASED: <u>0</u>				<input type="checkbox"/> ACCURATE <input type="checkbox"/> NOT ACCURATE		DOES THE TRADE HAVE A SALVAGE VEHICLE HISTORY? <input type="checkbox"/> YES <input type="checkbox"/> NO
MILEAGE ON TRADE IN: <u>12,798</u>				<input checked="" type="checkbox"/> ACCURATE <input type="checkbox"/> NOT ACCURATE		

**DEPOSIT RECEIPT**  
 Purchaser hereby provides to the Dealer the sum of \$ N/A as a Non-Refundable Deposit for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for 3 days from the date of Deposit.  
 X \_\_\_\_\_

**NEGATIVE EQUITY**  
 I am aware the balance owed on my trade-in vehicle exceeds the trade-in allowance from Dealer, and as a result, I have requested that \$ N/A of negative equity from my trade-in be included in the cash price of the vehicle.  
 X \_\_\_\_\_

**ARBITRATION**  
 I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle.  
 X \_\_\_\_\_

A. BASE PRICE OF VEHICLE	\$	16,134.00
B. FREIGHT	\$	N/A
C. SET-UP	\$	N/A
D. OPTIONAL EQUIPMENT	\$	N/A
<b>ACCESSORIES</b>	\$	289.99
	\$	N/A
	\$	N/A
	\$	N/A
	\$	N/A
	\$	16,423.99
E. TOTAL CASH PRICE (A, B, C, D)	\$	N/A
DOWN PAYMENT - CASH OR CHECK	\$	6,155.00
TRADE IN	\$	N/A
TERMS & CONDITIONS	\$	N/A
LESS BALANCE OWED TO	\$	N/A
F. TOTAL DOWN PAYMENT	\$	6,155.00
FEES	\$	250.00
DOCUMENTARY SERVICE FEE	\$	N/A
SALES TAX (TAXABLE BALANCE \$ <u>16,384.00</u> )	\$	33.50
TITLE FEES	\$	N/A
G. TOTAL FEES	\$	283.50
H. UNPAID BALANCE (E - F + G)	\$	10,552.49
OTHER CHARGES	\$	N/A
EXTENDED SERVICE CONTRACT	\$	N/A
	\$	N/A
I. TOTAL OTHER CHARGES	\$	N/A
J. TOTAL UNPAID BALANCE	\$	10,552.49

NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER and all terms of the agreement are printed or written front and back. I understand this order requires the acceptance of the dealer or his authorized agent.  
 The undersigned purchaser agrees to the terms and conditions of this contract and hereby acknowledges receipt of a copy of the order and that the purchaser has read the terms and conditions on the front and back of this order. I represent that I am eighteen (18) years of age or over.  
 Not binding unless accepted by seller and credit is approved, if applicable, by financial institution.

This motor vehicle contract is executed this 21st day of APRIL 2015

PURCHASER(S) \_\_\_\_\_

ACCEPTED BY AUTHORIZED AGENT \_\_\_\_\_



**EXHIBIT A-1**

# SOUTH EAST HARLEY-DAVIDSON PURCHASE CONTRACT



23105 AURORA ROAD • BEDFORD HTS., OH 44146  
 (440) 439-5300 • FAX (440) 439-2919  
 www.southeastharley.com

PURCHASER CITY OF STRONGSVILLE  
 ADDRESS 18688 ROYALTON RD  
 CITY STRONGSVILLE STATE OH ZIP 44136  
 RES. PHONE ( 440 ) 238-1048  
 BUS. PHONE ( 440 ) 238-7373  
 E-MAIL \_\_\_\_\_ SALESPERSON TOM G OLSZEWSKI

PLEASE ENTER MY ORDER FOR THE FOLLOWING DESCRIBED MOTOR VEHICLE:  NEW  USED  DEMO

VEHICLE SOLD: VEHICLE TRADED IN WILL BE:	MAKE	YEAR	MODEL	COLOR	STOCK NO.	SERIAL NO.
	<u>HD</u>	<u>2015</u>	<u>FLHP</u>	<u>Black &amp; White</u>		
	<u>HD</u>	<u>2007</u>	<u>FLHP</u>	<u>049 BLK/WSIPDTRAI</u>		<u>IHD1FHMI47Y707942</u>
ODOMETER MILEAGE ON VEHICLE BEING PURCHASED: <u>0</u>				<input type="checkbox"/> ACCURATE <input type="checkbox"/> NOT ACCURATE		DOES THE TRADE HAVE A SALVAGE VEHICLE HISTORY? <input type="checkbox"/> YES <input type="checkbox"/> NO
MILEAGE ON TRADE IN: <u>23,434</u>				<input checked="" type="checkbox"/> ACCURATE <input type="checkbox"/> NOT ACCURATE		

**DEPOSIT RECEIPT**  
 Purchaser hereby provides to the Dealer the sum of \$ N/A as a Non-Refundable Deposit for the vehicle described above. If this Receipt is for a Deposit, Dealer will refrain from selling the described vehicle for 3 days from the date of Deposit.  
 X \_\_\_\_\_

**NEGATIVE EQUITY**  
 I am aware the balance owed on my trade-in vehicle exceeds the trade-in allowance from Dealer, and as a result, I have requested that \$ N/A of negative equity from my trade-in be included in the cash price of the vehicle.  
 X \_\_\_\_\_

**ARBITRATION**  
 I agree that any dispute arising from this transaction will go to arbitration and I have executed a detailed arbitration agreement which is fully incorporated herein. Arbitration is not required for the purchase or financing of your vehicle.  
 X \_\_\_\_\_

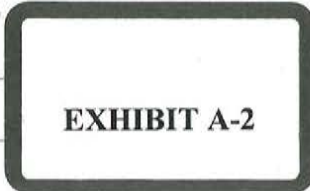
A. BASE PRICE OF VEHICLE	\$	16,134.00
B. FREIGHT	\$	N/A
C. SET-UP	\$	N/A
D. OPTIONAL EQUIPMENT	\$	N/A
<b>ACCESSORIES</b>	\$	289.99
	\$	N/A
	\$	N/A
	\$	N/A
	\$	16,423.99
E. TOTAL CASH PRICE (A, B, C, D)	\$	N/A
DOWN PAYMENT - CASH OR CHECK	\$	5,920.00
TRADE IN	\$	_____
TERMS & CONDITIONS	\$	N/A
LESS BALANCE OWED TO	\$	N/A
F. TOTAL DOWN PAYMENT	\$	5,920.00
FEES	\$	250.00
DOCUMENTARY SERVICE FEE	\$	N/A
SALES TAX (TAXABLE BALANCE \$ <u>16,384.00</u> )	\$	33.50
TITLE FEES	\$	_____
G. TOTAL FEES	\$	283.50
H. UNPAID BALANCE (E - F + G)	\$	10,787.49
OTHER CHARGES	\$	N/A
EXTENDED SERVICE CONTRACT	\$	N/A
	\$	N/A
I. TOTAL OTHER CHARGES	\$	N/A
J. TOTAL UNPAID BALANCE	\$	10,787.49

**NO ORAL REPRESENTATIONS HAVE BEEN MADE TO THE PURCHASER** and all terms of the agreement are printed or written front and back. I understand this order requires the acceptance of the dealer or his authorized agent.  
 The undersigned purchaser agrees to the terms and conditions of this contract and hereby acknowledges receipt of a copy of the order and that the purchaser has read the terms and conditions on the front and back of this order. I represent that I am eighteen (18) years of age or over.  
 Not binding unless accepted by seller and credit is approved, if applicable, by financial institution.

This motor vehicle contract is executed this 21st day of APRIL 2015

PURCHASER(S) \_\_\_\_\_

ACCEPTED BY AUTHORIZED AGENT



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 097

By: Mayor Perciak and Mr. DeMio

**AN ORDINANCE APPROVING PURCHASES OF SUPPLEMENTAL SPECIALTY ITEMS, EQUIPMENT, PAINTING, AND INSTALLATION OF ACCESSORIES NECESSARY TO PROPERLY OUTFIT NEW VEHICLES SEPARATELY PURCHASED FOR USE BY THE POLICE DEPARTMENT; AUTHORIZING THE MAYOR TO ENTER INTO CONTRACTS WITH VARIOUS VENDORS, WITHOUT PUBLIC BIDDING; AND DECLARING AN EMERGENCY.**

WHEREAS, through adoption of separate Ordinances, this Council has authorized purchase of various new Police Department vehicles through the Ohio Department of Administrative Services; and

WHEREAS, after purchase of such new vehicles, they must be outfitted with certain supplemental specialty items, equipment, painting, and installation of additional accessories in order to render them fully operational for use by the Police Department; and

WHEREAS, various reliable local vendors recognized within the law enforcement community are able to provide the specific equipment and installation of accessories on an expedited basis at most advantageous prices; and

WHEREAS, the Police Department, therefore, recommends and seeks authority to proceed without public bidding for such purchases and contracts.

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 that the City's Police Department is in need of purchasing certain supplemental specialty items, equipment, painting, and installation of accessories in order to properly outfit and operate a number of new Police vehicles.

**Section 2.** That this Council, therefore, 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 Police Department of the City of Strongsville, in that it is immediately necessary to enter into contracts, without public bidding, with **STATEWIDE EMERGENCY PRODUCTS, PERRY PRO TECH, YORK ROAD AUTOMOTIVE SERVICE, INC., and CLEVELAND COMMUNICATIONS, INC.**, for such various supplemental new vehicle specialty items, equipment, painting, and installation of accessories to ensure efficient Police Department operations and to protect the health, safety and welfare of the residents.

**Section 3.** That, for the reasons aforesaid, this Council hereby approves and authorizes the Mayor's entering into various purchases and contracts with **STATEWIDE EMERGENCY PRODUCTS (\$35,892.00), PERRY PRO TECH (\$9,774.00), YORK ROAD AUTOMOTIVE SERVICE, INC. (\$6,668.00), and CLEVELAND COMMUNICATIONS, INC. (\$6,425.78)**, without public bidding, in a total amount not to exceed \$58,759.78, for various supplemental specialty items, equipment, painting, and installation of accessories into various new Police vehicles, and as more fully set forth in Exhibits A through D, respectively, attached hereto and incorporated herein by reference.

**Section 4.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Emergency Vehicle Fund.

**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 of the City, and for the further reason that it is immediately necessary to enter into said contracts in order to maintain continuity in the operation of the City's Police Department, to protect the health, safety and welfare of the residents, 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	_____	_____
Daymut	_____	_____
DeMio	_____	_____
Dooner	_____	_____
Maloney	_____	_____
Schonhut	_____	_____
Southworth	_____	_____

Attest: \_\_\_\_\_  
 Clerk of Council

ORD. No. 2015-097 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

Statewide Emergency Products  
 1108 W. Main St.  
 Van Wert, OH 45891

Reference Number: **SR01892**  
 Date: 3/2/2015 Vehicle: Other Status: Quote

Shipping  
 Ship to Shop  Build  Deliver  
 Pull From Inventory  
 Manufacturer Ship Direct

**Customer Information**

Purchaser Name: Strongsville Police Department  
 Contact Name: Mike Graziani  
 Mailing Address: 18688 Royalton Rd.  
 City, State & Zip: Strongsville, OH 44136  
 Notes Section: Equipment for 4-Detective Units (Fusion)

**Contact Information**

Email: [mike.graziani@strongsville.org](mailto:mike.graziani@strongsville.org)  
 Phone: 440-580-3238  
 Fax: 440-343-1644  
 Alt. Contact:

**Supporting Information**

Sales Rep Name: Steve Rick  
 Customer PO #  
 Delivery Address  
 City, State & Zip

<u>QTY</u>	<u>Manufacturer</u>	<u>Part Number</u>	<u>Part Description</u>	<u>Unit Price</u>	<u>Extended Price</u>	<u>Cost of Options</u>
4	Statewide Emergency Products	UMW	Unmarked vehicle package, installed *Code 3 remote siren with (2) switches, one to control lights and one to control siren *Soundoff Signal Visor Light, Red & Blue *Soundoff Signal 4-Corner LED light heads, split Red/Blue, 2-light heads (head lights) & 2-light heads (reverse lights) *Whelen ION LED light head, split Red/Blue (deck) *Code 3 100 watt speaker and universal bracket *Install remote 2-way radio	\$ 2,599	\$ 10,396	-

Steven Rick  
 steverick@statewideford.com

Direct: 440-503-8710

Fax: 866-832-4430







Statewide Emergency Products  
 1108 W. Main St.  
 Van Wert, OH 45891

Reference Number	SR01893	
Date	Vehicle	Status
3/2/2015	Charger	Quote

Shipping			
<input type="checkbox"/> Ship to Shop	<input checked="" type="checkbox"/> Build	<input type="checkbox"/> Deliver	
<input type="checkbox"/> Pull From Inventory			
<input type="checkbox"/> Manufacturer Ship Direct			

**Customer Information**

Purchaser Name	Strongsville Police Department
Contact Name	Mike Graziani
Mailing Address	18688 Royalton Rd.
City, State & Zip	Strongsville, OH 44136

**Contact Information**

Email	<a href="mailto:mike.graziani@strongsville.org">mike.graziani@strongsville.org</a>
Phone	440-580-3238
Fax	440-343-1644
Alt. Contact	

**Supporting Information**

Sales Rep Name	Steve Rick
Customer PO #	
Delivery Address	
City, State & Zip	

Notes Section: Equipment and Installation quote for 4-'15 Chargers (marked)

QTY	Manufacturer	Part Number	Part Description	Unit Price	Extended Price	Cost of Options
4	Setina	TRANSFER	Transfer kit for 10SRP w/ recessed panel, lower extension panels, '15 Charger, installed	\$ 250	\$ 1,000	-
4	Setina	BARRIERS	Window guards, steel bars, set of 2, '15 Charger, installed	\$ 195	\$ 780	-
4	Troy	CM-SMDT-SA-LED	Console side computer mount assembly w/ swing arm for Havis docking station	\$ 470	\$ 1,880	-
4	Whelen	CCSRNTA3	Cencom siren and switch controller	\$ 995	\$ 3,980	-
4	Whelen	STPKT82	Liberty light bar hook kit, for transfer of light bar	\$ 75	\$ 300	-
4	Code 3	C3100	100 watt speaker and bracket is TBD	\$ 170	\$ 680	-
4	Code 3	TRX6R	T-Rex LED light head, Red (grill light)	\$ 70	\$ 280	-
4	Code 3	TRX6B	T-Rex LED light head, Blue (grill light)	\$ 70	\$ 280	-
4	Troy	FP-WC10285909	4" face plate for Cencom Siren	\$ 30	\$ 120	-
4	Statewide Emergency Products	INSTALL	Removal of the following existing equipment & installation of that equipment and new equipment: *Whelen Liberty light bar *Whelen ION LED light heads for window guards and rear deck, Red-driver side & Blue-passenger side *Setina recessed partition *Setina dual weapon mount *Cruisers prisoner seat	\$ 2,900	\$ 11,600	-

Steven Rick  
 steverick@statewideford.com

Direct: 440-503-8710

Fax: 866-832-4430

- \*Cruisers slide-out trunk tray \$ -
- \*ShoME 3 DC outlet adapter box \$ -
- \*Troy CC-B-CH22 console with dual cup holder and arm rest pad \$ -
- \*Havis docking station with external power supply \$ -
- \*Havis charge guard \$ -
- \*XTL2500 Radio with Antenna \$ -
- \*CDM1250 Radio with Antenna \$ -
- \*5 watt external speaker for 2-way radio \$ -
- \*Digital COPS camera system - front and rear cameras, body mic, external antenna \$ -

SubTotal \$ 20,900  
 Shipping -  
 Installation -  
 Tax Rate 0.00% \$ -  
 Total \$ 20,900.00

Steven Rick  
 steverick@statwidford.com

Direct: 440-503-8710

Fax: 866-832-4430







Client Recommendation

**PERRYPROTECH**  
Documents. Networks. Systems. Services.



Prepared for:  
Mike Graziani  
Strongsville Police Department

Prepared by:  
Kristina Wagoner  
419-879-5734  
kwagoner@PERRYproTECH.com

Date  
03/20/15

Proposal #:  
SMSQ18994

PRO

EXHIBIT B

# PERRYPROTECH

Documents. Networks. Systems. Services.

## Digital C.O.P.S. Quotation

Qty	Description	Unit Price	Ext. Price
2	4 channel video/ 4 channel Audio H.264 Mobile DVR with Passive GPS, Removable SD card slot, USB, network Built-In Inertia Sensor, Mirror Recording Feature (No SD Card Included)		
2	Built In 802.11 B/G (Super G)		
2	4:3 LCD Monitor Metal Housing, Water and Dust Proof (IP66) Controls built in, Speaker, 18' Cable 12V		
2	DC wireless mic pack		
2	DC windshield zoom camera		
2	DC Indoor mini Box camera, High Res Sony CCD, 540 TVL, Smart IR, Audio, 2.8 MM Lens, 12 VDC, 4 Pin DIN Cable end, IP66		
2	15-Foot DIN Connector Cable for Camera / Power, Video and Audio on One Cable		
2	50 Foot Din Connector cable for camera / power, video, and audio on one cable		
2	Window Camera Mount		
2	Cutom Police Car Harness		
2	Zoom Camera Wiring Harness		
4	32 GB SD Storage Card for Video		
1	Misc Cable, Ends and Supplies		

<b>SubTotal</b>	\$9,774.00
<b>Tax</b>	\$0.00
<b>Total</b>	<b>\$9,774.00</b>

By checking this box, the customer indicates that they have read and agree to the PERRYproTECH terms and conditions which can be found online at <http://perryprotech.com/terms-conditions-itnetworking> Prices subject to change - prices based upon total purchase - all delivery, training or consulting services to be billed at published rates for each activity involved - quote is only valid for a maximum of 30 days - we specifically disclaim any and all warranties, express or implied, including but not limited to any implied warranties or with regard to any licensed products. We shall not be liable for any loss of profits, business, goodwill, data, interruption of business, nor for incidental or consequential merchantability or fitness of purpose, damages related to this agreement. Unopened items purchased from PERRYproTECH may be returned within 15 days of the original delivery. PERRYproTECH will pay the return shipping costs if the product is defective or the return is a result of our error. If the item is returned for any other reason you are responsible for the return shipping costs and may be charged a restocking fee of 15 percent. No returns will be accepted after 15 days. Approved signature below signifies acceptance of terms and quotation.

**YORK ROAD AUTOMOTIVE SERVICE  
INC.**

Workfile ID: f652e0f6  
Federal ID: 341443927

FREE ESTIMATES INSURANCE WORK  
13225 YORK DELTA DR, NORTH ROYALTON, OH  
44133  
Phone: (440) 582-2800  
FAX: (440) 582-4203

**Preliminary Estimate**

**Customer: CITY OF STRONGSVILLE**

**Job Number:**

Written By: Chris Schaffran

Insured: CITY OF STRONGSVILLE Policy #: Claim #:  
Type of Loss: Date of Loss: Days to Repair: 0  
Point of Impact:

**Owner:** CITY OF STRONGSVILLE  
(440) 343-1644 Day  
**Inspection Location:** YORK ROAD AUTOMOTIVE SERVICE INC.  
13225 YORK DELTA DR  
NORTH ROYALTON, OH 44133  
Repair Facility  
(440) 582-2800 Business  
**Insurance Company:**

**VEHICLE**

Year: 2014 Body Style: 4D SED VIN: UNK Mileage In:  
Make: DODG Engine: 6-3.6L-FI License: Mileage Out:  
Model: CHARGER POLICE Production Date: State: Vehicle Out:  
Color: Int: Condition: Job #:

**TRANSMISSION**

Automatic Transmission

**POWER**

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Power Driver Seat

**DECOR**

Dual Mirrors  
Tinted Glass

Overhead Console

**CONVENIENCE**

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Rear Defogger  
Keyless Entry  
Message Center  
Steering Wheel Touch Controls

**RADIO**

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

**SAFETY**

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Front Side Impact Air Bags  
Head/Curtain Air Bags

Hands Free Device

**SEATS**

Cloth Seats  
Bucket Seats

**WHEELS**

Styled Steel Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Traction Control  
Stability Control  
Power Trunk/Gate Release

**EXHIBIT C**

**Preliminary Estimate**

**Customer: CITY OF STRONGSVILLE**

**Job Number:**

Vehicle: 2014 DODG CHARGER POLICE 4D SED 6-3.6L-FI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	PAINT ROOF AND DOORS WHITE		1	1,667.00		
2	#	PAINT ROOF AND DOORS WHITE		1	1,667.00		
3	#	PAINT ROOF AND DOORS WHITE		1	1,667.00		
4	#	PAINT ROOF AND DOORS WHITE		1	1,667.00		
<b>SUBTOTALS</b>					<b>6,668.00</b>	<b>0.0</b>	<b>0.0</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			6,668.00
Subtotal			6,668.00
<b>Grand Total</b>			<b>6,668.00</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>6,668.00</b>

SOMETIMES AFTER THE WORK HAS BEEN STARTED, ADDITIONALLY DAMAGED OR WORN PARTS ARE DISCOVERED WHICH WERE NOT EVIDENT ON FIRST INSPECTION. THIS ESTIMATE DOES NOT COVER OR INCLUDE ANY ADDITIONAL PARTS OR LABOR WHICH MAY BE REQUIRED. ALL PARTS PRICES ARE SUBJECT TO INVOICES.

I HEREBY AUTHORIZE THE ABOVE WORK AND ACKNOWLEDGE RECEIPT OF COPY.

SIGNED \_\_\_\_\_ DATE \_\_\_\_\_

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

A/M

THIS ESTIMATE MAY HAVE BEEN PREPARED BASED UPON THE USE OF ONE OR MORE AFTERMARKET CRASH PARTS SUPPLIED BY A SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. WARRANTIES APPLICABLE TO THESE AFTERMARKET CRASH PARTS ARE PROVIDED BY THE PARTS MANUFACTURER OR DISTRIBUTOR RATHER THAN BY YOUR OWN MOTOR VEHICLE MANUFACTURER.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.



## Preliminary Estimate

**Customer: CITY OF STRONGSVILLE**

**Job Number:**

Vehicle: 2014 DODG CHARGER POLICE 4D SED 6-3.6L-FI

Estimate based on MOTOR CRASH ESTIMATING GUIDE. Unless otherwise noted all items are derived from the Guide DR3PB11, CCC Data Date 3/2/2015, and the parts selected are OEM-parts manufactured by the vehicles Original Equipment Manufacturer. OEM parts are available at OE/Vehicle dealerships. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships. OPT OEM or ALT OEM parts may reflect some specific, special, or unique pricing or discount. OPT OEM or ALT OEM parts may include "Blemished" parts provided by OEM's through OEM vehicle dealerships. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor information provided by MOTOR may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM or A/M. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2015 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a complete list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Information Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

**Cleveland Communications, Inc.**  
 5220 Hauserman Road  
 Cleveland, OH 44130  
 USA

# QUOTATION

Quote Number: HarleyBike032615  
 Quote Date: Mar 26, 2015  
 Page: 1

Voice: 216-398-6500  
 Fax: 216-741-4329

Quoted To:
STRONGSVILLE POLICE DEPT. MIKEGRAZIANI 18688 ROYALTON RD STRONGSVILLE, OH 44136

Customer ID	Good Thru	Payment Terms	Sales Rep
STVL PD	4/25/15	Net 10 Days	0017

Quantity	Item	Description	Unit Price	Amount
8.00	SD24B	HYPER BLUE FLUSH MOUNT (BACK/SIDE OF ROAD BOX, FRONT FENDERS)	89.99	719.92
8.00	SD24R	HYPER RED FLUSH MOUNT (BACK/SIDE OF ROAD BOX, FRONT FENDERS)	89.99	719.92
2.00	SD24LBRKT	L-BRACKET, SD24	12.99	25.98
4.00	5HSGB125	HIGHWAY BAR LIGHT BRACKET	190.00	760.00
2.00	5V3R	RED "V" LIGHT (HIGHWAY BAR LIGHT)	275.00	550.00
2.00	5V3B	BLUE "V" LIGHT (HIGHWAY BAR LIGHT)	275.00	550.00
2.00	WS321B14	2014 AMP BRACKET HARLEY (SIREN AMP BRACKET)	59.99	119.98
4.00	LABOR - SHOP	SHOP LABOR CHARGE (remove old equipment for new bike) 2 bikes	82.50	330.00
18.00	LABOR - SHOP	SHOP LABOR CHARGE (Install old/new equipment for new bikes) 2 bikes *	82.50	1,485.00
2.00	56000001	**Optional Parts RED/BLUE LED EMERGENCY LAMPS (MIRROR SET)	499.99	999.98
2.00	LABOR - SHOP	SHOP LABOR CHARGE (WIRING OF MIRRORS)	82.50	165.00
			Subtotal	6,425.78
			Sales Tax	
			<b>TOTAL</b>	<b>6,425.78</b>

**EXHIBIT D**

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2015 – 098

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE OHIO ATTORNEY GENERAL FOR CERTAIN DELINQUENT DEBT COLLECTION AND TO DELEGATE DISCRETION, IN CONNECTION WITH COLLECTIONS OF EMS BILLINGS, AND DECLARING AN EMERGENCY.**

WHEREAS, from time to time the City, through its billing agent, experiences delinquencies in recovery on its billings for Emergency Medical Services (EMS) billed pursuant to Strongsville Codified Ordinances (SCO) Chapter 254, and mostly in connection with non-residents of the City; and

WHEREAS, the Ohio Attorney General has a program to assist municipalities pursuant to Ohio Revised Code Section 131.02 with collection of such delinquent debt owed to a political subdivision; and

WHEREAS, for these reasons, it would be in the best interest of the City to contract with the Ohio Attorney General for such purpose.

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 Delinquent Debt Collection Agreement with the Ohio Attorney General for collection of delinquent EMS billings, substantially in the form attached as Exhibit 1, incorporated herein; and that the Mayor, Fire Chief and Director of Finance shall do and undertake whatever is reasonably necessary to implement same.

**Section 2.** That any funds resulting from the foregoing Agreement shall be paid into the City's Emergency Vehicle Fund.

**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

**CITY OF STRONGSVILLE, OHIO**  
**ORDINANCE NO. 2015 - 098**  
**Page 2**

and welfare of the City, and for the further reason that the aforesaid Agreement is necessary in order to provide for the continuity of operations of the Emergency Medical Services provided by the City's Fire Department, 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. 2015-098 Amended: \_\_\_\_\_  
 1st Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2nd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3rd Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



**DELINQUENT DEBT COLLECTION AGREEMENT  
 BETWEEN THE  
 OHIO ATTORNEY GENERAL  
 AND**

**I. PARTIES**

1.1. THIS DELINQUENT DEBT COLLECTION AGREEMENT (this "Agreement") is between the Ohio Attorney General (hereinafter "Attorney General") and CITY OF STRONGSVILLE ("Political Subdivision"), collectively referenced herein as the "Parties."

**II. PURPOSE**

2.1. The Political Subdivision has requested that the Attorney General undertake, and the Attorney General agrees to undertake, the collection of delinquent debt owed to the Political Subdivision, pursuant to Ohio Revised Code ("O.R.C.") § 131.02. This Agreement sets forth the rights, duties and obligations of the Parties and the amounts to be charged, collected and allocated between the Political Subdivision and Attorney General. This Agreement will become effective in ten business days once fully executed ("Effective Date").

**III. CERTIFICATION OF DEBT**

3.1. The Parties agree that this Agreement shall apply to amounts owed to Political Subdivision that meet the criteria specified on the attached Exhibit "A" (hereinafter the "Debt"). The Parties may, from time to time, change the categories of debt to be certified to the Attorney General by amending Exhibit "A" pursuant to the discretion of the Section Chief of the Collections Enforcement Section of the Attorney General and \_\_\_\_\_ of the Political Subdivision. Such changes to the categories of debt identified on Exhibit "A" shall not be construed as an amendment or termination of this Agreement.

3.2. Political Subdivision hereby warrants that all Debts certified to the Attorney General for collection pursuant to this Agreement are or will be legally due and owing to Political Subdivision at the time of certification.

3.3. Political Subdivision hereby warrants that it has complied or will comply with all conditions precedent to the legality of certifying the Debt for collection prior to certifying the Debt to Attorney General pursuant to this Agreement.

*Ex. 1*

3.4. Political Subdivision hereby warrants that it has obtained the approval of any person or entity whose approval is required as a condition to entering into this Agreement. True and correct copies of any such approvals shall be attached hereto as Exhibit "B."

3.5. Political Subdivision shall identify and itemize the amounts owed in any bills or mailings issued to the debtors prior to certifying the Debt pursuant to this Agreement. Such itemization shall separately identify penalties, fees, costs and interest, if any, added to the principal balance of the amounts owed. For all Debt certified under this Agreement, Political Subdivision shall maintain account records documenting the principal balance of the amounts owed, as well as any penalties, fees, costs and interest, from the date such debt becomes due and owing to Political Subdivision until the debt is paid in full, resolved or written off as specified herein.

3.6. Political Subdivision shall make all account records related to the Debt fully available to specified Attorney General personnel in order for the Attorney General to actively identify and pursue collection activities. Political Subdivision shall retain account records related to the Debt so long as the Debt remains outstanding, or until the Debt is resolved or written off as specified herein.

3.7. Political Subdivision agrees and shall forward all payments received on certified Debt to the Attorney General. In the event that Political Subdivision accepts a debtor's payment on Debt certified to the Attorney General, Political Subdivision agrees to promptly notify the Attorney General of the details of the payment, including date, amount, remitter, check or instrument number and forward the payment to the Attorney General.

3.8. In the event that any debtor owing Debt certified to the Attorney General files bankruptcy or other insolvency proceeding, Political Subdivision shall immediately notify the Attorney General of such filing. The Attorney General shall cease all collection efforts with regard to such Debt. Political Subdivision remains exclusively and solely responsible for protecting its interest in bankruptcy & other insolvency proceedings. Upon notice that Debt certified to the Attorney General is subject to bankruptcy or other insolvency proceeding, the Attorney General shall close the affected accounts and such accounts shall no longer be considered to be certified to the Attorney General. Other insolvency proceeding may include but is not limited to receivership or foreclosure.

#### **IV. ALLOCATION OF FEES AND COLLECTION COSTS**

4.1 The client may choose for each account certified to the Attorney General to bear interest (hereinafter "AGI") at the annual rate established by the Tax Commissioner under O.R.C. § 5703.47. Upon recovery AGI is paid to Political Subdivision, not to Attorney General. AGI may be waived, either by Political Subdivision or the Attorney General. Political Subdivision also has discretion to request that AGI not be assessed as an additional obligation of debtors. If this request is indicated, the cost of AGI will not be added to the Debt. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision as to AGI. If no preference is indicated, Attorney General may waive AGI at its discretion, and the addition of AGI to the Debt will increase the debtors' obligation. The AGI is in place of any separate accruing interest of the Political Subdivision on the Debt once certified to the Attorney General.

4.2 Pursuant to O.R.C. § 131.02, the Attorney General is authorized to deduct the Attorney General's collection cost from all amounts collected, calculated upon all certified amounts recovered, plus interest and fees accruing from the date of certification to Attorney General. Attorney General collection costs may be waived, either by the Attorney General or jointly by the Political Subdivision and the Attorney General. The Parties agree that the Attorney General will pass all Attorney General collection costs on to the debtor as an additional obligation of debtor. The Attorney General collection cost is 10% pursuant to O.R.C. § 109.08.

4.3 Upon agreement, the Attorney General may also hire third party vendors to collect claims for Political Subdivision and to pay such third party vendors for their services ("TPV Fees") from funds collected by them. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision with respect to the assignment of Debt to TPVs. If no preference is indicated the Attorney General will assign Debt to TPVs in accordance with an established assignment strategy. TPV fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all TPV Fees on to debtors as an additional obligation of the debtors.

4.4 Upon agreement the Attorney General may appoint special counsel to collect claims for Political Subdivision and to pay such special counsel for their services ("Special Counsel Fees") from funds collected by them. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision with respect to the assignment of Debt to Special Counsel. If no preference is indicated the Attorney General will assign Debt to Special Counsel in accordance with an established assignment strategy. Special Counsel Fees shall be paid at rates set by the Attorney General. The Parties agree that the Attorney General will pass all Special Counsel Fees on to debtors as an additional obligation of the debtors.

4.5 Political Subdivision may execute a different Service Level Agreement for each category of debt certified pursuant to this Agreement, and each Service Level Agreement shall be attached as additional pages of Exhibit "C."

4.6 Political Subdivision may change or terminate the Service Level Agreement(s) attached hereto as Exhibit "C" upon appropriate written notice as specified therein, and any change or termination of the Service Level Agreement(s) shall not be construed as an amendment or termination of this Agreement.

## **V. DISBURSEMENT PROCESS/PAYMENT OF COLLECTION COSTS**

5.1 On a weekly basis the Attorney General shall disburse to the Political Subdivision the full amounts collected on the Debt minus any applicable collection costs or fees as outlined herein. The Political Subdivision and Attorney General shall have the authority to settle or compromise any account in the Debt which is agreed upon by the Political Subdivision and Attorney General as payment in full based on the best interests of the Parties. At the time of the Attorney General's disbursement to the Political Subdivision, the Political Subdivision will receive the amount collected minus the Attorney General's collection costs and any applicable TPV Fees or Special Counsel Fees pursuant to this Agreement.

5.2 The Parties agree that court cases and judgment liens shall not be dismissed or deemed satisfied without the Political Subdivision's consent that all the fees have been paid by the debtor liable for costs under the court case and/or judgment lien.

5.3 Disbursements to the Political Subdivision of amounts due hereunder may be made via state check or by Automated Clearing House ("ACH") deposit, at the Attorney General's discretion. Political Subdivision acknowledges that the Attorney General prefers to remit all payments by ACH deposit, and Political Subdivision agrees to execute an ACH payment authorization in accordance with the form attached hereto as Exhibit "D" within thirty (30) days after the Effective Date of this Agreement.

## **VI. CERTIFICATION AND CANCELLATION OF DEBT**

6.1 Political Subdivision will certify only Debt to the Attorney General which is past due and final, in accordance with O.R.C. § 131.02(A). O.R.C. § 131.02 provides that the Attorney General and Political Subdivision may determine an appropriate time beyond the regular 45-day requirement to certify delinquent debt. Such exceptions may be made as the Attorney General and the Political Subdivision mutually agree are appropriate.

6.2 The Parties acknowledge and agree that O.R.C. §131.02 empowers the Attorney General to, with the consent of the chief officer of an entity reporting a debt, cancel the debt or cause the same to be canceled. O.R.C. § 131.02(F)(2) provides a general statute of limitations of forty (40) years from the date of certification to collect claims. O.R.C. § 131.02(F)(1) allows the Attorney General to cancel uncollectible claims earlier, with the approval of the Political Subdivision. Political Subdivision may execute the Service Level Agreement attached hereto as Exhibit "C" to designate the preference of Political Subdivision. If no preference is indicated, the write off period will be fifteen (15) years after the date of certification. Exceptions revising the write off period for specified claims or categories of debt may be agreed to by the Attorney General and the Political Subdivision as amendments to the Service Level Agreement, and such amendments shall not be construed as an amendment or termination of this Agreement.

## **VII. CONFIDENTIALITY**

7.1 Any confidential debtor information made available to Attorney General in the course of performance of this Agreement shall be used only for the purpose of carrying out the provisions of this Agreement pursuant to the Attorney General's statutory obligations. Additionally, the Attorney General shall not sell any debtor information to any third parties.

## **VIII. LIABILITY**

8.1 Each Party shall be responsible for its own acts and omissions and those of its officers, employees and agents.



## **IX. CHOICE OF LAW**

9.1. This Agreement is made and entered into in the State of Ohio and shall be governed and construed in accordance with the laws of Ohio. Any legal action or proceeding related to this Agreement shall be brought in Franklin County, Ohio, and the Parties irrevocably consent to jurisdiction and venue in Franklin County, Ohio.

## **X. COMPLIANCE WITH LAW**

10.1. The Parties, in the execution of their respective duties and obligations under this Agreement, agree to comply with all applicable federal, Ohio and local laws, rules, regulations and ordinances.

## **XI. RELATIONSHIP OF THE PARTIES**

11.1. It is fully understood and agreed that a Party's personnel shall not at any time, or for any purpose, be considered as agents, servants, or employees of the other Party.

11.2. Except as expressly provided herein, neither Party shall have the right to bind or obligate the other Party in any manner without the other Party's prior written consent.

## **XII. MODIFICATION**

12.1. This Agreement constitutes the entire agreement between the Parties, and any changes or modifications to this Agreement shall be made and agreed to by the Parties in writing.

## **XIII. TERMINATION/EXPIRATION**

13.1. Either party may terminate this Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination, to the other Party via e-mail, facsimile transmission, mail, certified mail or personal delivery to the other Party's signatory to this Agreement.

13.2. If there is pending litigation in connection with any Debt, termination shall not be effective until the Attorney General terminates the legal representation in the litigation matter. The Attorney General shall be compensated for Debt collected and received prior to termination. The Parties agree to cooperate so as to effectuate a speedy and efficient transfer of the work to Political Subdivision.

**XIV. SIGNATURES**

14.1. The Parties may submit their signatures to the Agreement in counterparts, which taken together will constitute a valid enforceable Agreement. Facsimile or copied signatures shall be considered valid and enforceable.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

CITY OF STRONGSVILLE

\_\_\_\_\_  
Thomas P. Perciak, Mayor

\_\_\_\_\_  
Date

OHIO ATTORNEY GENERAL  
MICHAEL DEWINE

By: \_\_\_\_\_  
Lisa J. Iannotta  
Section Chief

\_\_\_\_\_  
Date

**DELINQUENT DEBT COLLECTION AGREEMENT  
BETWEEN THE  
OHIO ATTORNEY GENERAL  
AND**

**EXHIBIT "A"**

The Parties agree that the following categories of debt may be certified to the Attorney General. All debt must be final with a minimum principal amount of \$100.00.

**Examples of Categories of Debt to be certified:**

- (a) Statutory fees as assessed by a Political Subdivision;
- (b) Civil court costs; and
- (c) Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
- (d) Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
- (e) Debt from a school system must be as a result of a contractual agreement.

**Examples of Categories of Debt NOT to be certified:**

- (a) Debt that is against a juvenile.
- (b) Debt against a presently incarcerated individual.
- (c) Debt that is involved in a bankruptcy, rental or foreclosure action.
- (d) Debt from any type of utility.
- (e) Debt resulting from code enforcement violations.

**PLEASE NOTE: THE ATTORNEY GENERAL'S OFFICE RESERVES THE RIGHT TO  
DECLINE ACCEPTANCE OF ACCOUNTS BASED ON QUANTITY, VALUE, OR DEBT TYPE**

**PLEASE LIST THE TYPE OF DEBTS YOU WILL BE CERTIFYING TO THE  
ATTORNEY GENERAL'S OFFICE:**

[Empty rectangular box for listing types of debts]

**DELINQUENT DEBT COLLECTION AGREEMENT  
BETWEEN THE  
OHIO ATTORNEY GENERAL  
AND**

**EXHIBIT "B"**

The Delinquent Debt Collection Agreement Between the Ohio Attorney General and

, executed by \_\_\_\_\_,

, on \_\_\_\_\_, is hereby ratified and approved.

POLITICAL SUBDIVISION AUTHORITY (I.E. COUNTY COMMISSIONERS, COUNCIL)

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

\_\_\_\_\_  
Date \_\_\_\_\_

POLITICAL SUBDIVISION LEGAL AUTHORITY (I.E. PROSECUTOR, LAW DIRECTOR)

\_\_\_\_\_  
Date \_\_\_\_\_

**DELINQUENT DEBT COLLECTION AGREEMENT  
BETWEEN THE  
OHIO ATTORNEY GENERAL  
AND**

**EXHIBIT "C"  
SERVICE LEVEL AGREEMENT**

The following Service Level Agreement is made between the Attorney General of Ohio, Collections Enforcement Section ("AGO") and ("CLIENT"), collectively referenced herein as the "Parties". CLIENT authorizes and the Parties to this Service Level Agreement agree to the following (if no line is checked, the Parties' agreement is indicated by asterisk, which is the default agreement):

**Attorney General Interest (AGI)**       AGO is granted the authority to add AGI to the amount owed by the debtor to be paid to the client (see section IV (4.1) of the Debt Collection Agreement.

**AGI**       AGO is NOT granted the authority to add AGI to the amount owed by the debtor to be paid to the client.

**If AGI is to be added**       AGO is granted the authority to waive AGI\*  
    CLIENT and AGO jointly waive AG Interest

**Write Off Period:**       15 years\*  
   \_\_\_\_\_ Years (insert number of years)

**Third Party Vendor:**       AGO will forward uncollected Debt.\*  
    AGO will not forward uncollected Debt.

**Special Counsel:**       AGO will forward uncollected Debt.\*  
    AGO will not forward uncollected Debt.

Either Party may terminate this Service Level Agreement for any reason by giving written notice, at least forty-five (45) days in advance of the date of termination to the other Party, via e-mail, facsimile transmission, regular U.S. mail, certified mail or personal delivery to the other Party's signatory to this Agreement. Regardless of the termination of this agreement, CLIENT is still legally obligated to certify its outstanding Debt pursuant to the Delinquent Debt Collection Agreement between the Parties, until that Agreement is separately terminated. This Service Level Agreement shall remain and continue in full force and effect unless modified or terminated in writing.

IN WITNESS WHEREOF, the Parties hereto have caused this Service Level Agreement to be executed, as of the day and year last written below.

ACCEPTED AND APPROVED:

\_\_\_\_\_

\_\_\_\_\_

Date

OHIO ATTORNEY GENERAL  
MICHAEL DEWINE

By: \_\_\_\_\_

\_\_\_\_\_

Lisa J. Iannotta  
Section Chief

Date

**Ohio Attorney General  
Collections Enforcement Section**

I (we) hereby authorize the Ohio Attorney General's Office to initiate entries to my (our) checking/savings accounts at the financial institution listed below, and, if necessary, initiate adjustments for any transactions credited/debited in error. This authority will remain in effect until Ohio Attorney General's Office is notified by me (us) in writing to cancel it in such time as to afford the Ohio Attorney General's Office and the Treasurer of State of Ohio a reasonable opportunity to act on it.

**Client Information**

Client Name

Client Address

City

State

Zip Code

**Accounting Contact Information**

Name

Name

email

email

Phone Number

Phone Number

**Financial Institution Information**

Financial Institution Name

Financial Institution Address

City

State

Zip Code

Financial Institution Account Type

Financial Institution Routing Number

Financial Institution Account Number

*These numbers are located on the bottom of your check as follows:*

1234456789

123456789101112

*Routing Number*

*Account Number*

Signature of Authorized Signer

Date





**Local Government Debt Collection Business Rules**

- **Account Certifications**
  - Made by automated FTP (File Transfer Protocol) or Manual Excel template by the client.
  - The client will need to have internet access to certify accounts to the AGO (Attorney General's Office) and to access the ClientView and Compass software to monitor their payments and accounts.
  - All debt must be final with a minimum principal amount of \$100.00.
  - The AGO reserves to right to decline accounts based on volume, monetary amount or debt type.
- **Examples of Categories of Debt to be certified:**
  - Statutory fees as assessed by a Political Subdivision;
  - Civil court costs; and
  - Criminal court costs so long as the defendant is not incarcerated on the date the debt is certified.
  - Debt must be declared final with no chance of appeal or no future changes to the amount of the debt sent to the Attorney General for collection purposes.
  - Debt from a school system must be as a result of a contractual agreement.
- **Examples of Categories of Debt NOT to be certified:**
  - Debt that is against a juvenile.
  - Debt against a presently incarcerated individual.
  - Debt that is involved in a bankruptcy, rental or foreclosure action.
  - Debt from any type of utility.
  - Debt resulting from code enforcement violations.

- **Life of a Debt**

- Debt will be worked by the AGO in-house local debt collectors up to 150 days or longer if a payment plan has been setup with the debtor and debtor remains in compliance. The AGO will confirm debtor contact information, send out a series of automated collection letters and make a series of collection calls to the debtor. Pursuant to O.R.C. §131.02, the AGO will assess a 10% fee to each account (AG collection fee) and the cost will be passed to the debtor. The 10% AGO fee will be taken from each payment made on an account by the debtor.
- Upon mutual agreement, accounts can be assigned to an external vendor (Third Party Vendor) for additional collection efforts lasting up to 180 days subsequent to the AGO collection efforts. The 180 days may be extended if debtor is on a payment plan and in compliance. In addition to the AGO collection fee, an additional fee would be added to the account for this service and the cost will be passed to the debtor.
- Upon mutual agreement, external private attorneys (Special Counsel) can be assigned the debt for up to two years. In addition to the AGO collection fee, an additional fee would be added to the account for this service and the cost passed to the debtor.
- On any accounts where the debtor's driver's license is being held by a court or there is an active warrant, the AGO will only accept sure funds (money order, certified check etc.) for payment of the debt. The AGO will then notify the client of the payment in full by the debtor.
- If social security numbers of the debtor are provided, the debt may also be subject to a possible state income tax refund capture and/or lottery offset for up to the full amount owed, including interest, subject to O.R.C. §§ 5747.12 and 3770.073. If the debtor owes money to the Ohio Department of Taxation or any state entity, any Ohio tax refund capture or Ohio lottery capture will be paid to those debts first.
- The client may choose on their Memorandum of Understanding to only use the AGO to attempt to intercept their debtors' state income tax refund but not engage in active collection of their accounts. In this case, it will be necessary for the AGO to send out one letter to the debtor upon the certification of the account explaining that we are attempting to take any state income tax refund due them. If the debtor contacts the AGO to make payment in full, the AGO will take the payment and notify the client.
- Local debt will not be combined with any state debt owed for collection purposes.
- The AGO collection process is driven by the AGO account number assigned to that debt. AGO collection letters and collection phone calls are made relative to that specific account number. If a debtor owes debt to multiple local jurisdictions, payment will be accepted according to the account number he/she is responding to as the result an AGO letter or an AGO phone call.
- Clients may request, and the Attorney General may consider, on a case by case basis, alternative collection strategies (i.e. timeframes) on how the client's debt portfolio is collected.
- The AGO will not file liens or judgments or release any previously filed liens or judgments on any debt certified for collections.

- **Archive or Write off of Debts**
  - Client may choose to write off debt by their indication on their Service Level Agreement.
  - Accounts can also be closed and returned to client upon request.
  
- **Payment Processing and Accounting Issues:**
  - Collections payments to the client will be remitted weekly, via ACH.
  - Clients can view the payment reports that correlate with their weekly ACH payment on the AGO's Compass website.
  - Collections paid with certified funds (i.e. cashier's check, money order) will be paid to the client the following week. Collections paid with a personal check are held eight business days and paid the week following the release of the eight day hold.
  
- **Direct Payments:**
  - Please make sure that you are referring any debtor wanting to make a payment on an account for which we are collecting to us. The debtors can be instructed to call us at 888-871-8838 or pay by internet at [www.OhioAttorneyGeneral.gov/business/pay](http://www.OhioAttorneyGeneral.gov/business/pay). Their payment can also be mailed to: Ohio Attorney General P.O. Box 89471, Cleveland, Ohio 44101-6471. They will need to include their Attorney General Account number to ensure that the payment is being posted to their account.
  - If on the rare occasion you inadvertently accept a payment on an account we are collecting on, please send the payment the check or money order received from the debtor directly to our accounting section with the account number on it to:

Ohio Attorney General Collections Enforcement  
 Accounting Section  
 150 East Gay St., 20th Floor  
 Columbus, Ohio 43215

- Referring any debtor to us to make a payment helps us keep our records clean and auditable. It will also prevent us from intercepting someone's state income tax refund erroneously, such as when a payment taken by your office has not been noted on our system. If your staff does take a payment from a debtor, kindly let us know immediately and forward the payment to us for processing. If we intercept their state tax refund and issue payment to you causing an overpayment on the account, we will contact you and request that you refund the amount back to the debtor.

- **Reversals**

- Occasionally, there may be payments made to you by our office that need to be reversed. This happens because, after the payment was issued to you, it came to our attention that the debtor's check had non-sufficient funds, there was a posting error or an alleged fraudulent payment. We do hold personal checks for eight days before posting them to an account to allow for this but, occasionally, we are not informed by the bank until after the eight days have passed and you have been sent the payment.
- When a payment made to you needs to be reversed, our system subtracts the amount of the payment to be reversed from the next payment to be made to you. Because our system is automated there is no way to let you know that one of the payments made to you needs to be reversed.
- However, you are able to identify the accounts that have a reversal by viewing your Client View payment report. For example, a payment for an internet personal check will be indicated with the code IPC. A payment for an internet personal check that was reversed will be indicated with the code EIPC. (See Report Section below)

- **Reporting**

- Compass software provides access to electronic reports, documents and scanned images relative to your accounts both in PDF or TXT format.
- Full debt inventory is available at the request of a unit supervisor or manager.
- Monthly archive reports and bi-annual write-off reports are provided upon request.
- All clients will have access to ClientView software to view their account data and notes placed by the collectors.

**Please contact Jill Reardon at [LGC@OhioAttorneyGeneral.gov](mailto:LGC@OhioAttorneyGeneral.gov).  
Direct: 614 466-4510.**



# MIKE DEWINE

★ OHIO ATTORNEY GENERAL ★

Collections Enforcement  
150 East Gay St., 21<sup>st</sup> flr.  
Columbus, Ohio 43215  
Email: [LGCC@OhioAttorneyGeneral.gov](mailto:LGCC@OhioAttorneyGeneral.gov)  
614 466-4510

## Client Information Questionnaire

Welcome to The Ohio Attorney General's Office, Collections Enforcement Section.

We are very excited about the opportunity to serve your collection needs. Please assist us by completing and returning this form, so we can better understand your collection needs and expectations. Thanks for considering the Ohio Attorney General's Office as a business partner.

1. What type of debt would you like us to collect for you? Please list and describe.
2. Would you like our office to charge interest (Attorney General Interest or "AGI") on your accounts? The AGI would begin accruing upon certification of the debt to our office and would replace any interest that would otherwise accrue on the account. The interest would be paid to you when the balance is paid in full by the debtor.
3. Do you currently use a third party collection vendor? What collection efforts have been made on your accounts before they will be referred to the Attorney General's Office for collection?
4. Do you have the ability to transfer data via FTP (File Transfer Protocol)?
5. Do you have IT personnel to assist with the certification process or do you contract with an IT vendor? Please provide the name; email address and phone number of your internal IT contact personnel or external IT vendor.
6. After the Attorney General's internal collection efforts have been exhausted, do you want our office to send your accounts out to outside collection vendor that the Attorney General's office contracts with for additional collections?
7. After the Attorney General's internal collection efforts have been exhausted, do you want our office to send your accounts to a private attorney ("special counsel") that the Attorney General's office contracts with for additional collections?
8. Will the accounts you will be certifying to us have liens or judgments on them?
9. Will any of the accounts you will be sending the Attorney General's Office for collection purposes involve restitution?

10. Will the court have held drivers licenses or have active warrants on any of the accounts you will be sending to the AGO for collection?
  
11. Are you interested in the Attorney General's collection section using the Department of Taxation's state tax refund offset program to capture additional payment for your debt?
  
12. Are you interested in the Attorney General's collection section using the Ohio Lottery offset program to capture payment of your debt?
  
13. If so, both offset programs require that you provide us with social security numbers for your debtors. Can you provide social security numbers on your debt to be certified?
  
14. Are you interested in ONLY using our office to capture state tax refunds and lottery offsets to collect your debt with no other active collections on your accounts?
  
15. Do you have the ability to accept payments from the Attorney General's office electronically (i.e. ACH)?
  
16. What is your anticipated timeline for turning your debt portfolio over to us for collections?
  
17. Are there any special concerns or issues with respect to the debt portfolio you would ask us to collect?
  
18. Finally, please provide your name, e-mail address and telephone number so we may contact you for further discussion.

Please return this form to Jill Reardon at [LGC@OhioAttorneyGeneral.gov](mailto:LGC@OhioAttorneyGeneral.gov), or for questions call 614 466-4510.



**MIKE DEWINE**

★ OHIO ATTORNEY GENERAL ★

Information Technology Services  
Office of the Chief Information Officer  
Office 614-466-5272  
Fax 614-644-2055

150 East Gay Street, 20<sup>th</sup> Floor  
Columbus, Ohio 43215  
[www.OhioAttorneyGeneral.gov](http://www.OhioAttorneyGeneral.gov)

## Ohio Attorney General Products and Services Standards of Conduct Policy User Acknowledgement

The purpose of this Acknowledgement is to ensure that any individual (the "User") accessing products and services of the Ohio Attorney General ("AGO") (including all AGO network services and data which may include, but is not limited to, FTPS, e-mail, source data, database services, and user account management ("Products and Services")) on AGO electronic networks become familiar with and acknowledge awareness of this Standards of Conduct Policy (the "Policy") when connecting to the AGO network from any host to utilize AGO Products and Services. This Policy is designed to minimize the AGO and the State of Ohio's potential exposure to damages which may result from unauthorized use of AGO Products and Services. Such damages include, but are not limited to, the loss or dissemination of sensitive or confidential data, loss or dissemination of intellectual property, damage to public image, and damage to critical AGO internal systems. Any violation of this Policy may result in immediate termination of User access to any or all AGO Products and Services and notification of the violation to the User's employer signing this Policy in conjunction with the User. **All Users will be held personally responsible and liable, to the fullest extent of the law, for actions in violation of this Policy.**

This Standards of Conduct Policy must be followed at all times. Therefore, all Users shall:

- Utilize AGO's network resources, applications, systems and any information provided therefrom for authorized use only.
- Take reasonable precautions to ensure that the computer used to connect to AGO Products and Services is secure and free of malicious code. Examples of reasonable precautions include, but are not limited to:
  - Endpoint protection (e.g. anti-malware, user controls, etc.),
  - Perimeter protection (e.g. firewall, Host/Network Intrusion Detection System, Host/Network Intrusion Protection System, Demilitarized Zone, Universal Threat Management, etc.),
  - Audit logs,
  - Adequate physical security for data and systems,
  - System monitoring and auditing of the logs,
  - Incident response policy, and
  - Data safeguarding procedures appropriate for the type of data and access.
- Protect against improper access, use, loss alteration or destruction of any AGO data. Examples of this protection include, but are not limited to:
  - Never sharing an account,
  - Reporting if the User has more access than needed,
  - Lock or log out of workstations when not actively using them,
  - Ensure workspaces are set up to prevent passersby from viewing any information,
  - Only using data or access to the data for the express authorized purpose,
  - Preventing the introduction of malicious code,

- Ensuring data is backed up or replicated, and
  - Ensuring data is not copied or does not leave the work environment.
- Promptly notify the AGO if a Security Event has occurred or if suspicion of a Security Event has been identified. A Security Event includes, but is not limited to:
  - Any abnormality in the environment that could lead to a compromise of the system integrity or result in disclosure of data,
  - Hack attempts,
  - Malware,
  - Changes in security infrastructure,
  - System failures,
  - Compromised user accounts, and
  - Lost/stolen laptop or media.
- Promptly notify the AGO of the date of separation if User leaves the employer or if access to AGO networks, applications, systems and/or AGO data is no longer required. Access to AGO Products and Services may be rescinded for failure to provide such notice.
- Create a password in compliance with the AGO password criteria set forth below. The AGO reserves the right to change the password criteria from time to time. Compliance with the AGO password criteria will be enforced via automated password authentication or public/private keys with strong pass-phrases. The AGO password criteria are as follows:
  - Minimum 8 characters,
  - Must include 3 of the 4: a-z, A-Z, 0-9, and special characters,
  - Passwords will require being reset based on level of access at the AGO's discretion,
  - Passwords must be kept securely by the account owner, and never be shared,
  - Passwords must not contain sequences 01, 123, abc, etc.,
  - Passwords must not contain properly spelled dictionary words, and
  - Passwords must not be directly identifiable to the user (e.g. social security number, date of birth, spouse's name, username, etc.).
- Comply with all federal, Ohio and any other applicable law, including, but not limited to: Internal Revenue Service Publication 1075 which is based on United States Code Title 26, Section 6103; Ohio Revised Code Chapter 1347; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the associated omnibus rule to modify the HIPAA Privacy, Security and Enforcement Rules; and the Health Information Technology for Economic and Clinical Health ("HITECH") Act.
- Comply with all applicable contracts and licenses.

**USER'S UNDERSTANDINGS:**

- User understands that any Users who engage in electronic communications with people or entities in other states or countries, or on other systems or networks, are on notice that they may also be subject to the laws of those other states and countries and the rules and policies of those other systems and networks. Users are responsible for obtaining, understanding, and complying with the laws, rules, policies, contracts, and licenses applicable to their particular uses.



- User understands that the AGO retains the right, and has the capability, among other security measures, to review, audit or monitor the User's directories, files, e-mails (both sent and received), as well as Internet usage to ensure maintenance of system integrity. User also understands that User's access to the Products and Services is subject to termination for breach of this Policy at any point.
- User understands that, among other security measures, the AGO makes backup copies and stores User information. User activities are therefore not private and User content is potentially stored on AGO servers. User also understands that the AGO is subject to public records disclosure and to discovery requests and that User's activities and information may be released pursuant to a public records or discovery request.

**PROHIBITED ACTIVITIES:**

- Users shall not engage in illegal, fraudulent, or malicious conduct on or while accessing any AGO Product or Service.
- Users shall not provide an AGO Product or Service login or password to any person or entity for any reason.
- Not leave a computer unattended that is connected to AGO Products or Services for any period of time unless it is secured in such a way that the computer cannot be accessed by any other individual (e.g. sign-off procedure, password protected screen saver, etc.).
- Users shall not engage in conduct on or while accessing any AGO Product or Service that is beyond the scope of the User's AGO authorized access, including access governed by a Memorandum of Understanding, contract or retention agreement, if applicable, for which AGO access is granted.
- Users shall not monitor or intercept the files or electronic communications of AGO employees or any other third parties.
- Users shall not attempt to test, circumvent, or defeat the security systems of the AGO or any other organization, or access or attempt to access the AGO's or any other organizations' systems without prior authorization from the AGO.
- Users shall not provide anyone access to AGO Products and Services.
- Users shall not provide anyone access to or disseminate any AGO information, regardless of whether or not it is considered confidential or public, and regardless of how the information was obtained.
- Users shall not make paper, electronic, or any other copies of any AGO information, regardless of how the information was obtained, without prior authorization from the AGO.

User Acknowledgement

By signing below, you, as a User, acknowledge that you have read and understood this Policy, and you, the User, agree to comply with the terms of this Policy.

Printed Name of User: \_\_\_\_\_ Title: \_\_\_\_\_

User's Employer: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

User's Phone Number: \_\_\_\_\_

Requested Period of Access:

From: \_\_\_\_\_ To: \_\_\_\_\_

User's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Account Identity Control Information (1): \_\_\_\_\_ (mother's maiden name)

The above Account Identity Control Information will be used to identify you in the event that you have lost or do not remember your account ID or password.

Employer Acknowledgement

By signing below, you, as the User's employer, acknowledge that you are a duly authorized representative of the User's employer able to bind the employer to the terms of this Acknowledgement. By signing below, you, as the User's employer, also agree that access by the employer may be rescinded at the discretion of the AGO, with prior notice, if the employer fails to take reasonable precautions, as defined above, to avoid a breach of this Policy and/or to ensure that the employer's Users do not breach this Policy.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Employer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Official AGO Use Only:**

AGO ITS Work Order Number: \_\_\_\_\_

AGO Chief Information Officer or Technical Consultant - Security

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## Ohio Attorney General Non-Employee Network Access Policy Acknowledgement

This Ohio Attorney General (“AGO”) Non-Employee Network Access Policy Acknowledgement (the “Acknowledgement”) sets forth the policies and procedures for network use by all non-AGO personnel and their employers accessing the AGO’s network (each a “User”). Any violation of this Policy may result in, among other penalties and liabilities, immediate removal of User access to all AGO systems and notification to the User’s employer of the violation. The AGO may temporarily suspend or block a User’s access to an account when it appears reasonably necessary to do so to protect the security of the AGO network or to protect the AGO from liability. **All Users will be held personally responsible and liable, to the fullest extent of the law, for actions in violation of this Policy.**

### I. NETWORK ACCESS POLICY

In order to comply with Ohio law and to ensure the security and the integrity of the AGO network resources (e.g. routers, switches, servers, workstations, printers, etc.), User shall:

- Acknowledge he/she has been provided with and will comply with the provisions of this Policy;
- Utilize the AGO’s network resources and any information/data provided therefrom for authorized use only;
- Immediately notify the AGO of any proven or suspected unauthorized disclosure or exposure of any AGO data or of information or identity theft;
- Immediately notify the AGO if a Security Event has occurred or if suspicion of a Security Event has been identified. A Security Event includes, but is not limited to:
  - Any abnormality in the environment that could lead to a compromise of the system integrity or result in disclosure of data,
  - Hack attempts,
  - Malware,
  - Changes in security infrastructure,
  - System failures,
  - Compromised user accounts, and
  - Lost/stolen laptop or media.
- Promptly notify the AGO of the date of separation if User leaves the employer or if access to AGO networks, applications, systems and/or AGO data is no longer required. Access to the AGO network may be rescinded for failure to provide such notice;
- Take all reasonable precautions to prevent the dissemination of User’s credentials by any means, including, but not limited to, not sharing the User’s username and password, not writing down the username and password, etc.;
- Create a password in compliance with the AGO password criteria set forth below. The AGO reserves the right to change the password criteria from time to time. Compliance with the AGO password criteria

will be enforced via automated password authentication or public/private keys with strong pass-phrases. The AGO password criteria are as follows:

- Minimum 8 characters,
  - Must include 3 of the 4: a-z, A-Z, 0-9, and special characters,
  - Passwords will require being reset based on level of access at the AGO's discretion,
  - Passwords must be kept securely by the account owner, and never be shared,
  - Passwords must not contain sequences 01, 123, abc, etc.,
  - Passwords must not contain properly spelled dictionary words, and
  - Passwords must not be directly identifiable to the user (e.g. social security number, date of birth, spouse's name, username, etc.).
- Comply with all applicable network or operating system restrictions, whether or not they are built into the operating system or network, and whether or not they can be circumvented by technical means;
  - Comply with all federal, Ohio and any other applicable law, including, but not limited to: Internal Revenue Service Publication 1075 which is based on United States Code Title 26, Section 6103; Ohio Revised Code Chapter 1347; the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the associated omnibus rule to modify the HIPAA Privacy, Security and Enforcement Rules; and the Health Information Technology for Economic and Clinical Health ("HITECH") Act; and
  - Comply with all applicable contracts and licenses.

User shall not:

- Move, alter, delete, copy or otherwise change any information/data stored or contained on the AGO network without express, written authorization by the AGO (e.g. a written agreement, scope of work, or approved vendor quotation).
- Leave a computer that is logged into the AGO network unattended for any period of time unless it is secured in such a way that the computer cannot be used by any other individual (e.g. sign-off procedure, password protected screen saver, etc.);
- Make paper, electronic or any other copies or reproductions of any AGO information/data or licensed materials, regardless of how the information/data or materials were obtained, without prior authorization from the AGO;
- Use a username other than the User's own;
- Share any information/data gained through use of AGO networks with anyone outside the AGO without prior authorization from the AGO.

## **II. USER'S UNDERSTANDINGS**

- User understands that any User who engages in electronic communications with people or entities in other states or countries, or on other systems or networks, are on notice that they may also be subject to the laws of those other states and countries and the rules and policies of those other systems and networks. User is responsible for obtaining, understanding, and complying with the laws, rules, policies, contracts, and licenses applicable to their particular uses.
- User understands that the confidentiality and privileged nature of AGO files and information/data must be respected and protected. User understands that the AGO retains the right, and has the capability,

among other security measures, to review, audit or monitor the User's directories, files, e-mails (both sent and received) to ensure maintenance of information/data integrity. User also understands that the AGO has the right to remove or destroy unauthorized materials found on AGO networks and to terminate User's relationship with the AGO for breach of this Policy.

- User understands that, among other security measures, the AGO makes backup copies and stores User information. User activities are therefore not private and User content, is potentially stored on AGO servers. User also understands that the AGO is subject to public records disclosure and to discovery requests and that User's activities and information may be released pursuant to a public records or discovery request.
- User understands that all Users and their employers will be held responsible and liable to the fullest extent of the law for actions while using the AGO's network resources.

#### User Acknowledgement

By signing below, you, as a User, acknowledge that you have read and understood this Policy, and you, the User, agree to comply with the terms of this Policy.

Printed Name of User: \_\_\_\_\_ Title: \_\_\_\_\_

User's Employer: \_\_\_\_\_ Contract End Date: \_\_\_\_\_

User's Phone Number: \_\_\_\_\_

Requested Period of Access:

From: \_\_\_\_\_ To: \_\_\_\_\_

User's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Account Identity Control Information (1): \_\_\_\_\_ (mother's maiden name)

Account Identity Control Information (2): \_\_\_\_\_ (first car owned)

The above Account Identity Control Information will be used to identify you in the event that you have lost or do not remember your account ID or password.

#### Employer Acknowledgement

By signing below, you, as the User's employer, acknowledge that you are a duly authorized representative of the User's employer able to bind the employer to the terms of this Acknowledgement. By signing below, you, as the User's employer, also agree that access by the employer may be rescinded at the discretion of the AGO, with prior notice, if the employer fails to take reasonable precautions, as defined above, to avoid a breach of this Policy and/or to ensure that the employer's Users do not breach this Policy.

Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

Employer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Official AGO Use Only:**

**AGO Contract #:** \_\_\_\_\_

**AGO ITS Work Order Number:** \_\_\_\_\_

**AGO Chief Information Officer or Technical Consultant - Security**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_