

THE CITY OF STREETSBORO, OHIO

BOARD OF CONTROL MEETING AGENDA

Wednesday, October 9, 2024

TIME: 9:30 a.m.

PLACE: Council Chambers

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Disposition of Minutes**
Board of Control Meeting of September 11, 2024
5. **Purchase MARCS Radios VASU Communications not to exceed \$7,000.00 (Reinholz)**
6. **Contract w/Amphibian Flow Arts (Mytinger)**
7. **Expenditure w/Southeastern Equipment Co. for rotary brush cutter (Mytinger)**
8. **Parks and Recreation Contract w/ Megan Summers for art classes (Mytinger)**
9. **Parks and Recreation Contract w/ Frank Fulmer for Santa Claus appearances (Mytinger)**
10. **Adjournment**

Bridget Pavlick

From: Stacey Vadaj <svadaj@streetsborofire.com>
Sent: Thursday, October 3, 2024 12:25 PM
To: Bridget Pavlick; Matthew Miller; David Nott
Cc: Robert Reinholz
Subject: 10-9-24 BOC information for agenda item for VASU
Attachments: VASU Quote for radio for BOC 10-9-24.pdf

RECEIVED

OCT 03 2024

CLERK OF COUNCIL
STREETSBORO, OHIO

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, please contact your IT Department.

Good afternoon all,
Attached is the quote for a new MARCS radio from VASU Communications Inc.

This purchase will put the Fire Department over the \$5,000 limit per vendor (we already have encumbrances of \$1,876). Chief is requesting approval of not to exceed \$7,000 from the 402.12.5745 GL.

Best Regards,
Stacey Vadaj
Administrative Assistant
Streetsboro Fire Department
9184 SR 43
Streetsboro OH 44241
330-626-4664 (non-emergency)
330-626-5918 (fax)

NOTE: This message and any response to it may constitute a public record and thus may be available to anyone who requests it.

CONFIDENTIALITY/PRIVACY NOTICE:

This message and any attachments transmitted with it is for the designated recipient only and may contain privileged or confidential information. If you have received it in error, please notify the sender via return e-mail immediately and permanently delete the original. Any unauthorized review, disclosure, dissemination, distribution, or copying of this e-mail is strictly prohibited.



QUOTATION

201011517

Page 1

This is NOT an Invoice

Customer#: 2010000490

Bill To:
STREETSBORO FIRE DEPT
Attn: KEVIN GRIMM
9184 OH 43
STREETSBORO, OH 44241

Ship To:
STREETSBORO FIRE DEPT
Attn: KEVIN GRIMM
9184 OH 43
STREETSBORO, OH 44241

Contact KEVIN GRIMM
Contact #:
Contact #:

Contact: KEVIN GRIMM
Contact #:
Contact #:

Date: 08/23/2024

All quotes & estimates are valid for 90 days from the above date

Customer#: 2010000490		Customer Rep: PHILIP BRESKY		Terms: NET 30	
Qty	Item	Description	List Price / Discount	Price	Extended

VP6430 VIKING PORTABLE AT STATE CONTRACT PRICING

***THIS REPLACEMENT IS LIMITED TO AVAILABLE STOCK AS THIS RADIO MODEL HAS BEEN DISCONTINUED. QUOTE IS VALID WHILE SUPPLIES LAST.

1	VP6430GRF2	700/800 MHz, 762-806 MHz and 806-870 MHz Green, Model 2 (standard keypad)	3,080.00 -616.00	2,464.00	2,464.00
1	250VP5000001	INTRINSICALLY SAFE UPGRADE FOR VP5430/ VP6430 PORTABLE	108.00 -21.60	86.40	86.40
1	KRA-32K	700/800 MHz Whip Antenna	42.50 -8.50	34.00	34.00
1	KNB-LS5CU	CSA US ISa Battery Li-ion 2000 mah 2000mAh	254.50 -50.90	203.60	203.60
1	8322000002	P25 CONVENTIONAL LICENSE	415.00 -83.00	332.00	332.00
1	8322000005	P25 PHASE ONE TRUNKING LICENSE	145.00 -29.00	116.00	116.00
1	8326000006	1024 CHANNELS/TALKGROUPS	0.00	0.00	0.00
1	8323000003	MULTI KEY DES	210.00 -210.00	0.00	0.00
1	8323000005	ARC4 ENCRYPTION	0.00	0.00	0.00
1	8326000001	P25 AUTHENTICATION, VIKING. THIS LICENSE REQUIRES PURCHASE OF KWD-AE30K MODULE ON VP5000 SERIES	120.00 -24.00	96.00	96.00
1	PROG-TRNK -RAD	PROGRAMMING & INITIAL OPTIMIZATION AFTER TEMPLATE IS DONE PER RADIO INC. CHECK & FIRMWARE UPGRADE	50.00	50.00	50.00
1	PROG-P25AUTH	ACTIVATION OF P25 AUTHENTICATION LICENSE WITH	35.00	35.00	35.00



QUOTATION

201011517

Page 2

This is NOT an Invoice

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Contact KEVIN GRIMM
Contact #:
Contact #:

Contact: KEVIN GRIMM
Contact #:
Contact #:

Date: 08/23/2024

All quotes & estimates are valid for 90 days from the above date

Customer#: 2010000490		Customer Rep: PHILIP BRESKY		Terms: NET 30	
Qty	Item	Description	List Price / Discount	Price	Extended
		KEYLOADER PER RADIO			
1	KMC-70M	SPEAKER MIC, 3PF KEYS, BLACK, VP-T IP67, IS (CSA), MIL-STD, PTT BUTTON, 3 PROGRAMMABLE BUTTONS, 3.5 MM	158.30 -31.66	126.64	126.64
0	KMC-70GR	Speaker Microphone (HI-VIZ) GREEN	168.50 -33.70	134.80	Option
0	2990600013	2-YR EXTENDED WARRANTY VIKING/TK-5XX0 SERIES	205.00 -41.00	164.00	Option
1	8326000025	BLUETOOTH STANDARD	120.00 -24.00	96.00	96.00
1	R50843RF3001	LEATHER CASE FIRE L3,VP6000	70.00 -14.00	56.00	56.00

Acceptance of Proposal - The above prices and specifications are satisfactory and are hereby accepted.
You are authorized to do the work as described above to do the work in a timely and professional manner.

Subtotal : \$3,695.64
Tax : \$0.00
Total Quote : \$3,695.64

Signature of Acceptance

Date

Vasu Communications, Inc.
1324 N. Main St.
Mansfield, OH 44903
Phone: 419-524-7970

Independent Contractor Agreement

Parks and Recreation Department

This Agreement is entered into by the City of Streetsboro (the "City") and Name of independent contractor: **Amphibian Flow Arts Entertainers** (referred to as the "contractor").

(1) *Scope of Agreement* Contractor agrees to provide the Department **Entertainment** through the City Parks and Recreation Department, under the terms and conditions in this agreement. All such services to be performed by the contractor must be pre-approved by Greg Mytinger, the Department Director.

(2) *Term* The contractor shall perform such services over or during the following determinate period of time **Trunk or Treat on 10.24.24**. The hours and time of performance are to be as required by the Department Director.

(3) *Independent Contract* The contractor is an independent contractor and not an agent, officer, or employee of the City and has no authority to act as an agent of the City, nor enter into any agreement for or in behalf of the City. The contractor shall have control over the services and the manner and method of performance, for which he or she assumes all liability. The contractor shall be accountable to the City for his or her final work product only. The contractor is free to contract for similar services to be performed for other employers while he or she is under this agreement.

(4) *No Benefits to Contractor* As an independent contractor, the contractor understands and agrees that he or she will not be covered by the City's general liability, life, accident, or health insurance, worker's compensation, unemployment compensation, or any other insurance or employee benefit.

(5) *Payment* The contractor is to be compensated for the services to be performed under this agreement as follows: **Entertainment at Trunk or Treat totaling \$750.00. Payment will be made 30 days from when the invoice is received.** No other payment or remuneration of any kind is to be paid to the contractor. The City will not withhold income or FICA taxes from such compensation, nor provide any employee benefits of any type to the contractor.

(6) *Indemnity Requirements; Worker's Compensation; Assignment* The contractor agrees to defend and indemnify the City, its officers, agents, and employees, against any claims, charges, damages, costs, expenses (including counsel fees), fines, judgments, penalties, liabilities or losses of any kind or nature whatsoever resulting from injury to any person or damage to any property caused, negligently or otherwise, by the contractor in performing his or her obligations under this agreement. The contractor shall have a worker's compensation risk number before beginning any work under this agreement and is required to obtain and maintain worker's compensation through the term of this agreement. The contractor shall not assign this agreement without first obtaining written approval of the City.

(7) *Employment Eligibility Verification* Before commencing performance under this agreement, the contractor shall complete and return to the Department Director the attached form and any other form(s) required by the City, as required by law.

(8) *Payment of Local Taxes* The contractor shall file and pay all income taxes required by City ordinances (and RITA) and shall require the same of any subcontractor or employee the contractor may employ under this Agreement.

(9) *Early Termination* Either party may terminate this agreement by 10-days written notice to the other party. Any rights to compensation are to terminate at the time this agreement terminates.

(10) *Arbitration Provisions* Except for injunctive relief to protect the City, any controversy or claim arising out of or relating to this agreement is to be resolved by arbitration in accordance with the rules of the Portage County Court of Common Pleas and judgment upon the award rendered may be entered into by such court.

(11) *Integration Provision* This instrument contains the entire agreement of the parties, and it may be changed or modified only in a writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this agreement on _____, 20____.

City of Streetsboro:

Contractor:

By: _____
Glenn M Broska, Mayor

Amphibian Flow Arts

Certificate of Available Funds

In accordance with R.C. 5705.14(D), I certify that the amount required to meet this obligation is available in line item number **205.32.5369 (Other Recreation Program Contract)**.

By: _____
Matthew Miller, Finance Director

Date: _____, 20____

Approved As To Form: _____
Law Department



Amfibeon Flow Arts Entertainment Event contract

Event name: Trunk or Treat 2024

Date and Time: Thursday 10/24/2024 6pm-8pm (arrive at 4:30)

Location: City Park- 8970 Kirby Lane, Streetsboro, OH 44241

Event Contact

Name: Mike Kuhstos

Phone: 330-221-6291

Email: Mkuhstos@cityofstreetsboro.com

Purchased Acts:

- 1 stilt walkers - 2 hours = **\$300.00**
 - Custom Costume fee (Halloween)- **\$50.00**
- 2 Fire Performers- 2 hours = **\$300.00**
- Equipment fee: **\$150.00**
- Insurance request = **\$100.00**
- Travel fee **WAIVED**

- Total purchased acts = **\$900.00**
- Ohio Taxes **EXEMPT**
- First time customer discount! **-\$150.00**

- **Total Due \$750.00**
Deposit= **WAIVED**

Payment due in full no later than the day of the event..

If you need to cancel please do so at least 7 days in advance so our performers can plan appropriately.

All deposits are non refundable.

Please also note that although we are trained professionals some of our acts can be inherently dangerous. We do our best to prevent incidents. By signing the contract you are stating that you understand the acts being performed can lead to property damage, injury to persons, or death caused by performance equipment while practicing or performing.

Performers are responsible for their own insurance and performers voluntarily expose themselves to these risks and accept all responsibility for themselves.

By signing below you agree to the terms above regarding the event.

X

Event Contact Signature / Date

X

StephanieLange

Entertainment Coordinator contact.

330-441-2906

09/10/2024

/ Date signed

Please let us know your preferred way to pay, we accept cash, check and Paypal

Thank you for letting us be a part of the special day!

amfibeonflowartsentertainment@gmail.com

**Streetsboro
Parks & Recreation
Department**

Memo

RECEIVED

OCT 01 2024

CLERK OF COUNCIL
STREETSBORO, OHIO

To: Board of Control Members
From: Greg Mytinger, Parks & Recreation Director
CC: Matt Miller, Finance Director
Date: 10/1/2024
Re: Purchase of Rotary Brush Cutter for Parks & Recreation Department

Committee Members,

With the recent expansion of parkland under the City's Parks & Recreation Department, we are in need of a rotary brush cutter to manage overgrowth at Floyd North Bicentennial Park, Thomas Heritage Park, and along the City Park paths.

The rotary brush cutter is compatible with our department's skid steer for efficient operation. Attached is a quote from Southeastern Equipment Company for a Virnig 78" V50 Rotary Brush Cutter, priced at \$7,475.00.

This purchase can be funded through line item 401.32.5745 (Parks & Rec Equipment) with a budget not exceeding \$8,000.00.

Please feel free to reach out if you have any questions about this purchase.

Greg Mytinger
Parks & Recreation Director

October 1, 2024

Quote Prepared For: CITY OF STREETSBORO	Quote Prepared By: Tyson Krebs
Contact:	Branch Address: 6415 Promler Ave. NW, North Canton, OH 44720
Account # 289010	
Address: 9184 STATE ROUTE 43	Branch Phone:
City, State, Zip: STREETSBORO, OH 44241	
Phone: 330-626-2856	Email: tkrebs@southeasternequip.com
Email:	Cell: +1 2163166776
Warranty Information:	Warranty Type:
Delivery Information:	
Quote Notes:	

Eq # / Item #	Product Description	Hours	Product Notes	Total Price
RBV78-25	VIRNIG 78" V50 ROTARY BRUSH CUTTER		STANDARD FLOW 25 GPM MAX	\$7,475.00
FREIGHT	ANY OPTION \$375 FREIGHT		ANY OPTION \$375 FREIGHT	\$375.00
Total Price				\$7,850.00

This quote is based upon market rates at the time the quotation is made. Due to the large fluctuation in the market and surcharges that may be issued by the manufacturer, Purchaser agrees that the Seller will pass along any manufacturer price increases and/or surcharges to the Purchaser as if such price increases and surcharges are part of the original Quote and Sales Order. Seller will invoice Purchaser for the quoted price plus any increases and/or surcharges and Purchaser agrees to pay the invoiced amount as the agreed-upon price.

BRUSH CUTTERS

V50 CLOSED FRONT ROTARY BRUSH CUTTER

Available widths 60", 66", 72" & 78"

Cuts up to 4" diameter trees, and clears grass and brush for a consistent finished look.



Do not operate rotary brush cutter without a shatterproof cab on loader.

4.0"
CUT CAPACITY

60" - 78"
FOUR
CUT WIDTHS

14-42 GPM
FOUR MOTOR OPTIONS
STANDARD & HIGH FLOW

UP TO 225 LB
FLYWHEEL
WEIGHT

UP TO 1610 LB
OVERALL WEIGHT

DETAIL UNDER DECK



**OPTION:
REAR ROLLER**
Compacts chopped
material and produces
a better cut by limiting
gouging and scalping.



**OPTION:
SWIVEL CASTERS**
360° rotating swivel
casters produce a
better cut by creating
a smoother ride and
limiting gouging and
scalping.

BRUSH CUTTERS



1. DIRECT DRIVE EATON® MOTOR WITH RELIEF VALVES



4. CIRCULAR FLYWHEEL WITH 3 UPDRAFT BLADES BOUNCES OFF STUMPS



5. CHAIN CURTAIN PREVENTS FLYING DEBRIS

2. HYDRAULIC BRAKING STOPS FLYWHEEL WITHIN 10 SECONDS

3. STANDARD MOTOR GUARD & SPINDLE GUARD

6. REPLACEABLE FRONT SKID SHOES

MODEL	RBV60	RBV66	RBV72	RBV78
Cut Width (in.)	60.0	66.0	72.0	78.0
Overall Width (in.)	66.0	72.0	78.0	84.0
Overall Height (in.)			20.9	
Overall Depth (in.)	81.8	87.8	93.8	99.8
Deck Height (in.)			8.8	
Minimum Cut Height (in.)			1.8	
Cutting Capacity, Diameter (in.)			4.0	
Deck Thickness: Top / Side (in.)			0.25 / 0.25 ¹	
Recommended Flow Rate (GPM)		14 - 25 Standard Flow, 25 - 42 High Flow		
Approximate Weight (lbs)	1180 ²	1325 ²	1435 ²	1540 ²
Recommended Loader Capacity		Greater than 1500 lbs		

¹Material is Grade 50 Plate (50,000 PSI Minimum Yield Strength).

²High Flow Motor Options Add Approximately 70 lbs to Model Weight.

Independent Contractor Agreement

Parks and Recreation Department

This Agreement is entered into by the City of Streetsboro (the "City") and Name of independent contractor: **Megan Summers** (referred to as the "contractor").

(1) Scope of Agreement Contractor agrees to instruct art classes the general public, through the City Parks and Recreation Department & Senior Center, under the terms and conditions in this agreement. All such services to be performed by the contractor must be pre-approved by Greg Mytinger, the Department Director.

(2) Term the contractor shall perform such services over or during the following determinate period of time **January 1 – December 31, 2024**. The hours and time of performance are to be as required by the Department Director.

(3) Independent Contract the contractor is an independent contractor and not an agent, officer, or employee of the City and has no authority to act as an agent of the City, nor enter into any agreement for or in behalf of the City. The contractor shall have control over the services and the manner and method of performance, for which he or she assumes all liability. The contractor shall be accountable to the City for his or her final work product only. The contractor is free to contract for similar services to be performed for other employers while he or she is under this agreement.

(4) No Benefits to Contractor as an independent contractor, the contractor understands and agrees that he or she will not be covered by the City's general liability, life, accident, or health insurance, worker's compensation, unemployment compensation, or any other insurance or employee benefit.

(5) Payment the contractor is to be compensated for the services to be performed under this agreement as follows: **Contractor will receive \$20 per participant. An invoice will be provided which includes name, current date, date of service, wage and total for the program.** A check will be mailed within 30 days of dated invoice at the end of each sports season. The City will not withhold income or FICA taxes from such compensation, nor provide any employee benefits of any type to the contractor. Payment will be paid within 30 days upon original invoice.

(6) Indemnity Requirements; Worker's Compensation; Assignment The contractor agrees to defend and indemnify the City, its officers, agents, and employees, against any claims, charges, damages, costs, expenses (including counsel fees), fines, judgments, penalties, liabilities or losses of any kind or nature whatsoever resulting from injury to any person or damage to any property caused, negligently or otherwise, by the contractor in performing his

or her obligations under this agreement. The contractor shall not assign this agreement without first obtaining written approval of the City.

(7) Employment Eligibility Verification before commencing performance under this agreement, the contractor shall complete and return to the Department Director the attached form and any other form(s) required by the City, as required by law.

(8) Payment of Local Taxes The contractor shall file and pay all income taxes required by City ordinances (and RITA) and shall require the same of any subcontractor or employee the contractor may employ under this Agreement.

(9) Early Termination Either party may terminate this agreement by 10-days written notice to the other party. Any rights to compensation are to terminate at the time this agreement terminates.

(10) Arbitration Provisions except for injunctive relief to protect the City, any controversy or claim arising out of or relating to this agreement is to be resolved by arbitration in accordance with the rules of the Portage County Court of Common Pleas and Judgment upon the award rendered may be entered into by such court.

(11) Integration Provision this instrument contains the entire agreement of the parties, and it may be changed or modified only in a writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this agreement on _____, 20____.

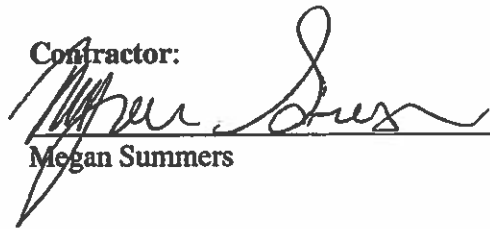
Certificate of Available Funds

In accordance with R.C. 5705.14(D), I certify that the amount required to meet this obligation is available in line-item number 205.32.5369 (Other Recreation Contract Services).

City of Streetsboro:

By: _____
Glenn M Broska

Contractor:


Megan Summers

By: _____
Finance Director

Date: _____, 20____

Approved As To Form: _____
Law Department

Independent Contractor Agreement

Parks and Recreation Department

This Agreement is entered into by the City of Streetsboro (the "City") and Name of independent contractor: **Frank Fulmer Address: 6321 Waterloo Rd Apt. 2, Atwater, OH 44201, (330-389-2462).** (referred to as the "contractor").

(1) *Scope of Agreement* Contractor agrees to Santa Claus appearances for holiday parties & events, through the City Parks and Recreation Department, under the terms and conditions in this agreement. All such services to be performed by the contractor must be pre-approved by Greg Mytinger, the Department Director.

(2) *Term* the contractor shall perform such services over or during the following determinate period of time **November 30 – December 31, 2024**. The hours and time of performance are to be as required by the Department Director.

(3) *Independent Contract* the contractor is an independent contractor and not an agent, officer, or employee of the City and has no authority to act as an agent of the City, nor enter into any agreement for or in behalf of the City. The contractor shall have control over the services and the manner and method of performance, for which he or she assumes all liability. The contractor shall be accountable to the City for his or her final work product only. The contractor is free to contract for similar services to be performed for other employers while he or she is under this agreement.

(4) *No Benefits to Contractor* as an independent contractor, the contractor understands and agrees that he or she will not be covered by the City's general liability, life, accident, or health insurance, worker's compensation, unemployment compensation, or any other insurance or employee benefit.

(5) *Payment* the contractor is to be compensated for the services to be performed under this agreement as follows: **\$60 per appearance. A check will be mailed within 30 days of dated invoice.** No other payment or remuneration of any kind is to be paid to the contractor. The City will not withhold income or FICA taxes from such compensation, nor provide any employee benefits of any type to the contractor.

(6) *Indemnity Requirements; Worker's Compensation; Assignment* the contractor agrees to defend and indemnify the City, its officers, agents, and employees, against any claims charges, damages, costs, expenses (including counsel fees), fines, judgments, penalties, liabilities or losses of any kind or nature whatsoever resulting from injury to any person or damage to any property caused, negligently or otherwise, by the contractor in performing his or her obligations under this agreement. The contractor shall have a worker's compensation risk number before beginning any work under this agreement and is required to obtain and maintain worker's compensation through the term of this agreement. The contractor shall not assign this agreement without first obtaining written approval of the City.

(7) *Employment Eligibility Verification* before commencing performance under this agreement, the contractor shall complete and return to the Department Director the attached form and any other form(s) required by the City, as required by law.

(8) *Payment of Local Taxes* the contractor shall file and pay all income taxes required by City ordinances (and RITA) and shall require the same of any subcontractor or employee the contractor may employ under this Agreement.

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(10) *Arbitration Provisions* except for injunctive relief to protect the City, any controversy or claim arising out of or relating to this agreement is to be resolved by arbitration in accordance with the rules of the Portage County Court of Common Pleas and judgment upon the award rendered may be entered into by such court.

(11) *Integration Provision* this instrument contains the entire agreement of the parties, and it may be changed or modified only in a writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this agreement on _____, 20____.

City of Streetsboro:

By: _____
Glenn M Broska, Mayor

Contractor:


Frank Fulmer

Certificate of Available Funds

In accordance with R.C. 5705.14(D), I certify that the amount required to meet this obligation is available in line item number 205.32.5369 (Other Recreation Contract Services).

By: _____
Finance Director

Date: _____, 20____

Approved As To Form:

Law Director