

THE CITY OF STREETSBORO, OHIO
BOARD OF CONTROL MEETING AGENDA

Wednesday, November 13, 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 October 29, 2024
5. **Contract w/Dwayne Gordon for DJ services (Mytinger)**
6. **Contract w/Deana Evans for card making classes (Mytinger)**
7. **Authorization to Exceed Departmental Limit of \$5,000.00 for materials and supplies at Oscar Brugmann 101.32.5611 and 403.31.5773 (Mytinger)**
8. **Purchase of Stop Sticks from Stop Stick LTD (Chief Wain)**
9. **Authorize Increase of Board of Control Approval for Advantech from \$7,000 to \$13,000 for Vehicle Parts and Supplies 101.12.5613. (Chief Reinholz)**
10. **Adjournment**

Independent Contractor Agreement

Parks and Recreation Department

This Agreement is entered into by the City of Streetsboro (the "City") and Name of independent contractor: **Dwayne Gordon, 2738 Progress Park Dr., Stow, Ohio 44224, phone: 330-289-5853** (referred to as the "contractor").

(1) *Scope of Agreement* Contractor agrees to provide **DJ services**, 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 **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: **\$350.00 for DJ services. An invoice will be provided which includes name, address, current date, date of service, wage and total for the event.** 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.

(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

Dwayne Gordon

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 Department

Bridget Pavlick

From: Rachel Miller
Sent: Monday, October 14, 2024 8:12 AM
To: Bridget Pavlick
Subject: NOV BOC
Attachments: Dwayne - (DJ)- Trunk or Treat - 2024.pdf

Thanks!

Rachel Miller

Streetsboro Parks & Recreation
8970 Kirby Lane
Streetsboro | OH | 44241
P: 330.626.3802 ext.3100

RECEIVED
OCT 14 2024
CLERK OF COUNCIL
STREETSBORO, OHIO

Independent Contractor Agreement

Parks and Recreation Department

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

(1) Scope of Agreement Contractor agrees to **provide materials and instruct card making classes to 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 **November 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 \$7 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 217.33.5338 (Senior Center Contract Services).

City of Streetsboro:

By: _____
Glenn M Broska

Contractor:

Deana Evans
Deana Evans

By: _____
Finance Director

Date: _____, 20____

Approved As To Form: _____
Law Department

Bridget Pavlick

From: Bpavlick@neo.rr.com
Sent: Wednesday, October 9, 2024 8:06 AM
To: Bridget Pavlick
Subject: FW: November Board of Control - Art Class
Attachments: Deana Evans Senior Art Class.doc

RECEIVED

OCT 09 2024

CLERK OF COUNCIL
STREETSBORO, OHIO

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From: Greg Mytinger <gmytinger@cityofstreetsboro.com>
Sent: Tuesday, October 8, 2024 2:40 PM
To: David Nott <dnott@cityofstreetsboro.com>; Bpavlick@neo.rr.com
Subject: November Board of Control - Art Class

Greg Mytinger
Streetsboro Parks & Recreation Director
Office: 330-626-3802

From: Theresa Summers <tsummers@cityofstreetsboro.com>
Sent: Tuesday, October 8, 2024 2:34 PM
To: Greg Mytinger <gmytinger@cityofstreetsboro.com>
Subject: contract

Attached contract for tonight. Paper (unsigned) copy is on your desk.

Thanks!

Theresa A. Summers
Streetsboro Senior Center Activities Coordinator

Streetsboro Community Center
8970 Kirby Lane
Streetsboro, OH 44241
330-626-2398/330-626-3802; ext. 3106
tsummers@cityofstreetsboro.com

**Streetsboro Parks &
Recreation**

Memo

RECEIVED
NOV 05 2024
CLERK OF COUNCIL
STREETSBO, OHIO

To: Board of Control
From: Greg Mytinger
cc:
Date: 11.5.24
Re: Oscar Brugmann

Hello,

This memo is to seek authorization from BOC for the Parks and Recreation Department to exceed the departmental limit of \$5,000 for materials and supplies at Oscar Burgmann, including items like ballfield mix, stone, concrete and other needs. The following line items have been budgeted for purchases from Oscar Brugmann 101.32.5611 and 403.31.5773. Please inform me if you need more information.

Thank you,

Greg Mytinger



STREETSBORO POLICE DEPARTMENT

2080 State Route 303
Streetsboro OH 44241-1707
www.streetsboropolice.org

Patricia J. Wain
Chief of Police
Phone: 330.626.4976
Fax: 330.626.5239
info@streetsboropolice.com

TO: Board of Controls

FROM: Chief Patricia Wain

DATE: November 4, 2024

REFERENCE: Board of Controls – November 2024 Meeting

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NOV 04 2024
CLERK OF COUNCIL
STREETSBORO, OHIO

- | | |
|--------------|---|
| 1. Amount: | \$9,626.00 |
| Vendor: | Stop Stick |
| Account: | 208.11.5745, Equipment |
| Description: | 9 ft Stop Sticks with Storage Bag, Cord Reel and Sleeve and shipping |

Stop Sticks are the longest standing pursuit intervention technique readily available to law enforcement. The 80-foot cord allows the deploying officer to stand a safe distance from the road and the spikes are engineered to deflate tires without causing a blowout. The spikes are coated quills which act like valves to release air at a controlled rate. They offer the fastest deployment of any tire deflation device. The 3lbs setup makes deployment and retrieval easy with the cord reel. In-sleeve deployment allows an officer to throw the multi-directional sticks (they work no matter which side faces up) from the side of the road and quickly remove it by pulling the cord reel. The sticks deflate tires on virtually all vehicles including cars, buses and tractor-trailers on a variety of driving surfaces.

The current stop sticks appear to have been purchased at least 11 or 12 years ago. Those that haven't been replaced are falling apart as was shown when one of our night shift officers attempted to use them to stop a pursuit entering Streetsboro. The new purchase will allow us to have stop sticks in all of our cars, including the unmarked and SRO vehicles. This was not a planned expense for this year; however, the funds are available in the equipment line. I would request this be placed on as emergency legislation to expedite the order and replace our deteriorating inventory.

Thank You,

Patricia J. Wain
Chief of Police



Quotation

Quote Number 2024-33332
Terms Net 30 Days
Date 10/28/2024
Sales Person Spencer Gingras
Valid Until 11/27/2024
Shipping Fedex
Contract Number
Cooperative

Ship To	Bill To
Tricia Wain	Tricia Wain
Streetsboro Police Department	Streetsboro Police Department
[OH]	[OH]
2080 State Route 303	2080 State Route 303
Streetsboro, OH 44241	Streetsboro, OH 44241
United States	United States
330-626-4976	330-626-4976
pwain@streetsboropolice.com	pwain@streetsboropolice.com

#	Qty.	Product	Item Code	Unit Price	Ext. Price
1	18	9' Stop Stick Kit w/Storage Bag-Red	S3700K	\$ 505.00	\$ 9,090.00
2	1	9' Stop Stick Training Kit-w/Storage Bag	S9004K	\$ 305.00	\$ 305.00

Quotation Totals

Currency:	US Dollar
Subtotal:	\$ 9,395.00
Shipping Provider:	Fedex
Shipping:	\$ 231.00
Total:	\$ 9,626.00

Quotation Accepted By

Quote Number 2024-33332

P.O. Number

Tax Exempt #

Print Name _____

Title _____

Signature _____

Date _____

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NOV 04 2024

Bridget Pavlick

From: Patricia Wain <pwain@streetsboropolice.com>
Sent: Monday, November 4, 2024 4:13 PM
To: Matthew Miller; Bridget Pavlick; David Nott
Subject: BOC Nov
Attachments: 2024 Stop Sticks.pdf; Quotation_2024-33332_Streetsboro Police Department [OH].pdf

CLERK OF COUNCIL
STREETSBORO, OHIO

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Good afternoon,
I would like to put this on Nov BOC. If you have any questions, please let me know.

Matt-

This was originally planned for next year but we had an officer try to use a set of the stop sticks and the deployment system crumbled when he tried to use it. This will allow us to replace all of the old sets, have spare parts on hand and put a set of stop sticks in all of our cars.

Thank you,

Tricia Wain
Chief of Police
Streetsboro Police Department
2080 State Rt 303
Streetsboro, Ohio 44241
(330)626-4976 Dispatch
(330)626-5239 Fax
email pwain@streetsboropolice.com
web www.streetsboropolice.org



Advantech Service and Parts LLC

5609 Gundy Dr. PO Box 556

Midvale, OH 44653

740 922-2727

FIND US ON FACEBOOK

Repair Order # 0004299

Date : 10/10/2024 Page 1 of 1

Orig Est #:

Center : 1

Customer : STREETSBORO FIRE DEPT

Address : 9184 STATE RTE 43

City : STREETSBORO, OH 44241-

Phone 1 : (330) 626-4664 Ext :

Phone 2 : (330) 626-5918 Ext : FAX

Op	Tech	Description	Part Description	Reason for Replacement	Labor	Parts	Subtotal
	Quan	Part Number				Price	
MISCELLANEOUS PARTS					2109.34		2109.34
1.00		1018731	LT TRKLT LED 2672A MRKR 1			16.62	
1.00		1106740	Drivers window regulator		1357.63		
1.00		1-S-253094-002	SW DIM/TURN SIGNAL		327.99		
1.00		547254	REG WIN MUNCY C2 RH		257.10		
1.00			Shipping			150.00	

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NOV 07 2024
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STREETSBORO, OHIO

THIS IS AN ESTIMATE ONLY. PRICES MAY CHANGE WITHOUT NOTICE. SHIPPING IS
ADDITIONAL.

CREDIT CARD SALES SUBJECT TO ADDITIONAL 3% FEE FROM INVOICE TOTAL.

WARRANTY IS 30 DAYS UNLESS SPECIFIED OTHERWISE.

NO RETURNS ON SPECIAL ORDER OR CUSTOM BUILT ITEM(S) AND ELECTRONICS.

PAYMENT IN FULL REQUIRED ON SPECIAL ORDER AND CUSTOM BUILD ITEMS.

THANK YOU FOR YOUR BUSINESS!

Labor : \$0.00
Parts : \$2,109.34
Sublet : \$0.00
Other Fees : \$0.00
Supply Chrg : \$0.00
Subtotal : \$2,109.34
Sales Tax : \$0.00

Total : \$2,109.34

Paid : \$0.00
Due : \$2,109.34

Signature X _____

Bridget Pavlick

From: Stacey Vadaj <svadaj@streetsborofire.com>
Sent: Thursday, November 7, 2024 10:12 AM
To: Bridget Pavlick; Matthew Miller; David Nott
Cc: Robert Reinholz
Subject: Board of Control 11-13-24 agenda item
Attachments: Advantech quote 11-6-24.pdf

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CLERK OF COUNCIL
STREETSBORO, OHIO

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Good Morning,

Can you please add Advantech to the BOC agenda for 11-13-24? Chief would like to increase the dollar amount of BOC approval from \$7,000 to \$13,000 for Vehicle Parts & Supplies 101.12.5613.

Thank you!

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

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