

THE CITY OF STREETSBORO, OHIO

BOARD OF CONTROL MEETING AGENDA

Wednesday, February 12, 2025

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 January 8, 2025
5. Approve Expenditures not to exceed \$17,600.00 for purchase and disposal of oil and fluids
(B. Miller)
6. Metro SWAT and SMCRT Dues \$6,700 (Wain)
7. Equature DSS Corp. service agreement for recording equipment \$10,025.00 (Wain)
8. Treasurer of State-LEADS yearly payment \$7,200.00 (Wain)
9. Treasurer of State-MARCS radio fees \$3,600.00 (Wain)
10. Everbridge, public alert system \$6,651.23 (Wain)
11. Thomson Reuters CLEAR, public information aggregate for law enforcement
3-year contract \$4,757.52/year, total \$13,603.68 (Wain)
12. Getac Storage Service, all camera storage \$10,800.00 (Wain)
13. A&S Animal Control, not to exceed \$15,000.00 (\$875.00/month plus add-ons) (Wain)
14. ICA-Dewayne Gordon, Audio Extremes DJ Services (Mytinger)
15. ICA Chad Ressler Double Take Video (Mytinger)
16. ICA Ashlee Garcia Bakery for Father/Daughter Dance (Mytinger)
17. ICA Lisa McDaniel Monthly Contra Dances (Mytinger)
18. Purchase new ExMark Lazer Z 72" Mower \$16,080.00 (Mytinger)

19. Contract (2-year) with Direction Home Akron Canton for Tia Chi for Arthritis (Mytinger)
20. Finn All Seasons -Materials and Supplies for Baseball & Soccer Fields (Mytinger)
21. ICA Jaden Hushion-score keeping for youth sports (Mytinger)
22. ICA Robesto's Catering-2025 Father Daughter Dance (Mytinger)
23. Contract with Cruzin' Juniper Entertainment for Brew & BBQ Bash (Mytinger)
24. ICA-Unique Bell-Balloon Services for Father/Daughter Dance (Mytinger)
25. Work Order for Ohio Edison at FNB Park (Mytinger)
26. Settlement: *City of Streetsboro v. Paul W. Flick* Case No. 2024CV10253R (Nott)
27. Silco dry system \$4,000.00 (Wain)
28. **Adjournment**

Administrative Offices
9184 St. Rt. 43
Streetsboro, Ohio 44241-5322
(330) 626-4942

City of Streetsboro



Service Department
2094 St. Rt. 303
Streetsboro, Ohio 44241-1707
(330) 626-2856

CITY OF STREETSBORO

MEMORANDUM

TO: Board of Control

FROM: Bill Miller
Service Director

DATE: February 12, 2025

RE: Oils and Fluids for Mechanics

Vendor: GENUINE PARTS COMPANY, INC (NAPA), Northeast Lubricants.

Cost: Not to exceed \$17,600.00

Line Item: 101.81.5628 Oil and Fluids

RECEIVED
JAN 29 2025
CLERK OF COUNCIL
STREETSBORO, OHIO

The Service Department is requesting approval of expenditures up to \$17,600.00 for the purchase and disposal of oils and fluids.

Should you have any questions, please feel free to contact me.



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: January 7, 2025

REFERENCE: Board of Controls – February 2025 Meeting

RECEIVED
JAN 22 2025
CLERK OF COUNCIL
STREETSBORO, OHIO

- | | |
|---------------------|---|
| Amount: | \$6700.00 |
| Vendor: | City of Stow |
| Account: | 101.11.5591, Special Fees & Dues |
| Description: | Metro Swat and SMCRT dues |

Each year the police department pays a buy-in amount to Metro SWAT. This money is overseen by the Metro SWAT board and is used to purchase equipment and conduct training along with other misc expenditures. This gives our city 24/7 access to the personnel and equipment of Metro SWAT for situations such as barricaded suicidal subjects, hostage situations, crowd control and others that the SWAT team specifically trains for. The fee is paid to the City of Stow whose finance department manages the SWAT team finances. This \$5,500.00 expenditure was planned for and has been appropriated in the 2025 budget.

Each year the police department pays a buy-in amount to the Summit Metro Crash Response Team. The money is overseen by the SMCRT board and is used to purchase equipment and conduct training along with other misc expenditures. The crash team gives our city 24/7 access to the personnel and equipment of the SMCRT for serious injury or fatal crashes. The fee is paid to the City of Stow whose finance department manages the SMCRT finances. The \$1200.00 expenditure was planned for and has been appropriated in the 2025 budget.

Thank you,

Patricia J. Wain
Chief of Police



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Patricia J. Wain
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Fax: 330.626.5239
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TO: Board of Controls

FROM: Chief Patricia Wain

DATE: January 24, 2025

REFERENCE: Board of Controls – February 2025 Meeting

RECEIVED

JAN 22 2025

CLERK OF COUNCIL
STREETSBORO, OHIO

- | | |
|---------------------|--|
| Amount: | \$10,025.00 |
| Vendor: | Equature DSS Corp |
| Account: | 101.11.5431, Building Contractual |
| Description: | Recording equipment and service |

This is our annual service agreement with Equature that covers the 5th of 5 payments for our recording equipment in dispatch which includes our police and fire radios along with all of our incoming phone lines. Equature also provides support on the above equipment. This expenditure was planned for and has been appropriated in the 2025 budget.

Thank You,

Patricia Wain

Patricia J. Wain
Chief of Police



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STREETSBORO, OHIO

- Amount: \$7,200.00**
Vendor: Treasurer of the State - LEADS
Account: 101.11.5562, LEADS
Description:

The police department uses the State of Ohio database LEADS (Law Enforcement Automated Data System) to find information on individuals that we deal with on a daily basis. We are able to find information relating to drivers' licenses, vehicle registration, warrants, titles, stolen articles, missing persons, etc by using LEADS. In order to access this data, we have LEADS equipment installed at the police station. We are billed monthly for our LEADS access at \$600 per month for a total of \$7,200 per year. We do budget for this expense and have a line item specifically for LEADS funding.

Thank you,

Patricia Wain

Patricia J. Wain
Chief of Police



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STREETSBORO, OHIO

1. Amount:	\$3,600.00
Vendor:	Treasurer of the State - MARCS
Account:	101.11.5433 – Department Services
Description:	radio fees

The police department currently uses the Ohio Multi-Agency Radio Communication System or MARCS. This is a statewide interoperability radio system that operates in the 700/800 Mhz range which allows us more reliable local radio communications and allows us much better communications between various public safety agencies from around the state which is required during a critical incident. MARCS is a service which means they maintain the infrastructure needed to keep the system operational. We just pay a monthly service charge to use the system. Currently, we pay \$10 per month for each mobile and portable radio. We pay \$20 per month for each control radio in dispatch. The radios we are using will cost a total of \$3,600.00. We did budget for this using our Department Services line.

Thank you,

Patricia Wain

Patricia J. Wain
Chief of Police



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TO: Board of Controls

FROM: Chief Patricia Wain

DATE: January 24, 2025

REFERENCE: Board of Controls – February 2025 Meeting

RECEIVED
JAN 22 2025
CLERK OF COUNCIL
STREETSBORO, OHIO

- | | |
|---------------------|---|
| Amount: | \$6,651.23 |
| Vendor: | Everbridge |
| Account: | 101.81.5341 - Contractual |
| Description: | Public alert and departmental messaging system |

In 2019, the City of Streetsboro began using the paid service provided by Nixle for notifying the public about advisories and alerts such as road closures, boil alerts, missing persons, etc. The paid service also has features that allows for internal notifications that we are using at the police department. Another feature allows us to send out voice notifications to both cell users and landline users in emergency situations.

Our community has really embraced this product and relies on these notifications. We currently have over 14,000 contacts receiving our alerts.

The cost of the system for 2025 will be \$6,651.23 and benefit police, fire and service. For this reason, the funds will come from the city contractual line.

Thank You,

Patricia Wain

Patricia J. Wain
Chief of Police



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STREETSBORO, OHIO

- | | |
|--------------|---|
| 1. Amount: | \$4,757.52/year 3, \$13,603.68 total for three (3) years |
| Vendor: | West Publishing Corporation |
| Account: | 101.11.5433, Department Services |
| Description: | Thomson Reuters CLEAR |

CLEAR is a public information aggregate available to law enforcement for the purposes of aiding officers in their criminal investigations. Our department currently lacks a similar investigative tool. Clear helps streamline information gathering as officers can obtain information on missing persons, criminal suspects, open investigations etc. in one central location rather than having to search dozens of sites and sources. By using CLEAR, officers and investigators will have the ability to drastically increase the speed and efficiency in which they can move forward on their cases. CLEAR also offers an additional feature of the RTIA Gateway. The RealTime Incarceration Gateway gives current and accurate information as to who has been incarcerated, what they are charged with and when they were booked into the jail. This information can be used when identifying or eliminating potential suspects or locating missing persons. CLEAR is used by multiple Federal Agencies including the US Marshall's Service, FBI and DEA and is also used locally by agencies such as Ravenna, Hudson and others.

The price proposal is based on a 3 (three) year contract which significantly reduces the yearly cost. The yearly cost for the base service and the RTIA is \$4,315.20 for year one (1), \$4,530.96 for year two (2) and \$4,757.52 for year three (3). The total cost over the contract of three (3) years will be \$13,603.68. This service was budgeted for and will come out of our Department Services line.

Thank You,

Patricia Wain

Patricia J. Wain
Chief of Police



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TO: Board of Controls

FROM: Chief Patricia Wain

DATE: January 24, 2025

REFERENCE: Board of Controls – February 2025 Meeting

- | | |
|--------------|--|
| 1. Amount: | \$10,800.00 |
| Vendor: | Midwest Public Safety Group (Getac Storage Service) |
| Account: | 101.11.5433 – Department Services |
| Description: | Video storage |

RECEIVED
JAN 22 2025
CLERK OF COUNCIL
STREETSBORO, OHIO

The police department is using Getac for all its cruiser cameras, body-worn cameras and interview room cameras. As part of those services, we use the Getac online storage solution to store the data online. Online storage eliminates the need to have onsite storage. We currently have 16 body cameras and 11 cruiser cameras and 3 interview room cameras that require storage. The current storage costs are \$30 per month per camera which comes out to be \$10,800 for all of the camera storage for the year. This is a planned expense and was included in the 2025 budget. Midwest Public Safety is our vendor that handles all of our Getac purchases.

Thank You,

Patricia Wain

Patricia J. Wain
Chief of Police



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TO: Board of Controls

FROM: Chief Patricia Wain

DATE: January 24, 2025

REFERENCE: Board of Controls – February 2025 Meeting

- | | |
|---------------------|--|
| Amount: | Not to Exceed \$15,000.00 \$875.00/month plus add-ons |
| Vendor: | A&S Animal Control Contracted pricing |
| Account: | 101-81-5591 – Special Fees |
| Description: | Animal Control |

A & S Animal Control is our current vendor for domestic animals and wildlife services. The police department has been happy with their services for the many years they have been our contracted vendor. The contract is included to show add-on costs. The new contract for January 1, 2025 to December 31, 2026 has been approved through Council on December 30, 2024.

Thank You,

Patricia Wain

Patricia J. Wain
Chief of Police

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JAN 22 2025
CLERK OF COUNCIL
STREETSBORO, OHIO

A & S Animal Control



RECEIVED

JAN 22 2025

CLERK OF COUNCIL
STREETSBORO, OHIO

**City of Streetsboro
Animal Control Proposal
January 1, 2025 to December 31, 2027**

ITEM	COST
Monthly Retainer	\$875.00 year one, \$925.00 year two.
Regular Service Calls	15 calls per month, extra calls \$30.00 per hour
Emergency Service Calls Hours of Operation	8 calls per month, extra calls \$35.00 service call charge. After normal business hours, weekends, and holidays
Nuisance Trapping (Mon-Fri excluding holidays) <u>Authorized by City</u> Setting Traps Checking & Baiting Traps Daily Removal & Disposal	\$200.00 per week. Includes setting, checking, and removal of wildlife.
3 Days boarding for impounded dogs.	\$25.00 per dog, per day boarding. Dogs will be housed at Pepperidge Kennels. Viscous dog(s) will be charged at \$35.00 per day. \$100.00 service charge for dogs dropped off to the Portage County Dog Warden
If city requires additional boarding of dogs.	\$25.00 per dog, per day extra. \$35.00 per additional day for viscous dogs.
** Owner claiming their pets from us will be responsible for our charges.	If owners refuse to pick up, City will be billed owners charges for dog removed by police order.
Beaver Trapping/Coyote Trapping	P.O.R
Removal and disposal of sick or injured wildlife.	\$25.00 under 25lbs Any large wildlife over 25Lbs \$3.00 per est. lb.

****Parties may cancel the contract with a 60 day written notice.**

RECEIVED

JAN 08 2025

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: **Audio Extremes DJ Services, 2738 Progress Park Dr., Stow, Ohio 44224, phone: 330-289-5853** (referred to as the "contractor").

(1) *Scope of Agreement* Contractor agrees to provide the Department **DJ / Entertainment 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 **Father Daughter Dance (3/1/25)**. 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: **DJ Services for the Father-Daughter Dance to include Uplighting \$400.00. 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.

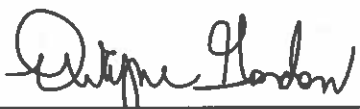
(11) *Integration Provision* This instrument contains the entire agreement of the parties, and it may be changed or modified only in a writing signed by the parties.

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

City of Streetsboro:

Contractor:

By: _____
Glenn M Broska, Mayor



Audio Extremes

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

RECEIVED

JAN 28 2025

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: **Double Take Video; 6264 Stonewood Lane., Solon, OH 44139.** (Referred to as the "contractor").

(1) *Scope of Agreement* Contractor agrees to provide the Department Video-Film 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 **Jan. 2025-Dec 2025.** 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: **The contractor will receive payment of \$300.00 based on Spring Video project. A check will be mailed within 30 days of the 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 January 8th, 2025.

City of Streetsboro:

Contractor:

By: _____
Glenn M Broska, Mayor

Chad Ressler
Chad Ressler

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 ~~217.32.5338 (Senior Contract Services)~~ 101.32.5338 Contract Services. RM

By: _____
Matthew Miller, Finance Director

Date: _____, 20____

Approved As To Form: _____
Law Department

RECEIVED
JAN 22 2025
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 the Name of the independent contractor: Ashlee Garcia, 1690 Luke Drive, Streetsboro, OH 44241 (referred to as the "contractor").

(1) *Scope of Agreement* The Contractor agrees to provide **baked goods for the Father Daughter Dance** 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 **March 1, 2025 (Father-Daughter Dance)**. 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 on 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: **\$360.00 for 18 dozen cupcakes (216 cupcakes) \$20 per additional dozen that surpasses the projected quantity. An invoice will be provided by the City, which includes the name, address, current date of services, wage for the services, plus the total. A check will be mailed within 30 days of the 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. Further, should the contractor be required to obtain and maintain worker's compensation through the State of Ohio, the contractor agrees to hold the City harmless for its failure to do so. The contractor shall not assign this agreement without first obtaining written approval from 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 writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this agreement on 01/17/2025. (Date)

City of Streetsboro:

Contractor:

By: _____
Glenn M. Broska, Mayor Date

Ashlee Garcia 01/16/2025
Ashlee Garcia Date

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 Services).

By: _____
Matt Miller, Finance Director

Date: _____

Approved As To Form: _____
 Law Director Date:

RECEIVED
JAN 22 2025
CLERK OF COUNCIL
STREETSBORO, OHIO

**Streetsboro
Parks & Recreation
Department**

Memo

RECEIVED
JAN 09 2025
CLERK OF COUNCIL
STREETSBO, OHIO

To: Finance Committee
From: Greg Mytinger, Parks & Recreation Director
CC: Matt Miller, Finance Director
Date: 1/9/2025
Re: Purchase of new mower

Committee Members,

The Parks & Recreation Department is seeking approval to purchase a new mower for the department.

The department would like to purchase the mower from the following vendor:

- Marshall Power Equipment: Exmark Lazer Z 72' mower - \$16,080.00

Total: \$16,080.00

The total purchase price for the new mower would come from line item 401.32.5745 Parks Capital Improvement.

This purchase was budgeted for in the 2025 Capital Improvement budget.

Please feel free to contact me if there are any questions.


Greg Mytinger
Parks & Recreation Director

Marshall Power Equipment LLC

7898 Mayfield Rd
Chesterland, OH 44026
Phone: (440) 729-0990 Fax: (440) 729-0855

Invoice Estimate**22110**

Thank you for your business! We hope to see you back soon. Items must be returned in original undamaged packaging. Receipt required for full credit. No returns on electrical parts or special order parts. TERMS: Net 30 days. 20% restocking fee on all returns.

Bill To				Ship To			
City Of Streetsboro 9184 State Route 43 Streetsboro, OH 44241							
Customer	Contact	Customer Tax Number	Phone	Cell Phone	Transaction	PO Number	
15518			(216) 210-8808		Estimate		
Counter Person	Sales Person	Date Printed	Reference	Email Address		Department	
Allen Clayman	Allen Clayman	12/11/24	22110	sruffo@cityofstreetsboro.com		Counter Sales	

Part Number	Line	Description	Ordered	B/O'd	Shipped	List	Net Each	Amount
1166656	EXQP		1		1	\$531.00	\$531.00	\$531.00
Labor	Line	Mechanic	Description			Rate	Time	Amount
Assemble		Labor				\$30.00	01:00	\$30.00
Model	Line	Description	Ordered	B/O'd	Shipped	List	Net	Amount
LZX921GKA726Q1	EXQW	Lazer X Series 72 Qr	1		1	\$21,533.00	\$15,519.00	\$15,519.00

Note

PRICE QUOTE GOOD FOR SEVEN DAYS.. THESE ARE BID PRICES.. EXMARK IS ON STATE CONTRACT..

Invoice Total	\$16,080.00
Sales Tax	\$0.00
Grand Total	\$16,080.00

RECEIVED

JAN 09 2025

CLERK OF COUNCIL
STREETSBORO, OHIO

Thank you for your business! We hope to see you back soon. Items must be returned in original undamaged packaging. Receipt required for full credit. No return on electrical parts or special order parts. TERMS: Net 30 days. 20% restocking fee on all returns.

Notes:



Customer acknowledges receipt thereof:

RECEIVED

JAN 17 2025

CLERK OF COUNCIL
STREETSBORO, OHIO

Independent Contractor Agreement

This Agreement is entered into on [Date] by and between the City of Streetsboro Parks & Recreation Department (hereinafter referred to as "Department") and

Lisa McDaniel of (address)

383 Ravenna Road, Streetsboro, OH 44241 Phone:

330.422.8282 (hereinafter referred to as "Organizer"), collectively referred to as "Parties."

Purpose: The purpose of this Agreement is to establish a co-sponsorship arrangement for hosting monthly Contra dances at the Streetsboro Community Center, ensuring a clear understanding of each Party's responsibilities and ensuring accountability for the event's management and financial reporting.

1. Responsibilities of the Department:

1.1 Venue: The Department agrees to provide the Streetsboro Community Center as the venue for the event at no charge.

1.2 Promotion: The Department will promote the event through its social media channels and email newsletters to encourage community participation.

2. Responsibilities of the Organizer:

2.1 Event Logistics: The Organizer shall be responsible for all event logistics, including but not limited to:

- Booking and coordinating the band and dance caller.
- Managing setup and cleanup of the event. Cleanup after the event should include sweeping of the main event room, lobby and restrooms and the removal of trash.
- Keeping accurate account of the number of participants at each event.

2.2 Collection of Fees/Donations: The Organizer will handle the collection of participant fees or donations during the event. All collected revenue shall be used to:

- Pay the band members.
- Pay the dance caller.
- Cover any other approved event-related expenses.

2.3 Program and Financial Reporting: Within seven (7) days after each event, the Organizer shall provide the Department with an event program report, including:

- Attendance numbers.
- A detailed financial report outlining all revenues received and expenses incurred.

3. Financial Terms: 3.1 The Organizer shall be solely responsible for compensating the band members and dance caller from the revenues collected during the event. The Department shall not be liable for any financial obligations incurred by the Organizer.

3.1 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.

3.4 Independent Contractor: The Organizer 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 on 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. Liability and Indemnification:

4.1 The Organizer agrees to indemnify, defend, and hold harmless the City of Streetsboro, its officers, employees, and agents from and against any and all claims, liabilities, damages, or expenses arising out of or related to the event.

4.2 The Department shall not be responsible for any loss, theft, or damage to personal property during the event.

5. Term and Termination:

5.1 This Agreement shall be valid for one (1) year from the date of signing, covering monthly events unless otherwise terminated by either Party with thirty (30) days written notice.

5.2 The Department reserves the right to terminate this Agreement immediately in the event of non-compliance by the Organizer, including but not limited to failure to provide the required program and financial reporting.

6. Miscellaneous:

6.1 This Agreement constitutes the entire understanding between the Parties regarding the subject matter and supersedes all prior agreements or understandings.

6.2 Any modifications to this Agreement must be made in writing and signed by both Parties.

6.3 This Agreement shall be governed by the laws of the State of Ohio.

Signatures: By signing below, the Parties agree to the terms outlined in this Agreement:

City of Streetsboro Parks & Recreation Department

By: _____

Name (Print): _____

Title: _____

Date: _____

Organizer

By: Lisa McDaniel

Name (Print): Lisa McDaniel

Date: 1-16-25

RECEIVED

JAN 17 2025

CLERK OF COUNCIL
STREETSBORO, OHIO

**Streetsboro
Parks & Recreation
Department**

Memo

RECEIVED
JAN 24 2025
CLERK OF COUNCIL
STREETSBORO, OHIO

To: Board of Control Members
From: Greg Mytinger, Parks & Recreation Director
CC: Glenn M. Broska
Matt Miller, Finance Director
Date: 1/24/2025
Re: Partnership with Direction Home Akron Canton

The Parks & Recreation Department would like to enter into a 2 year contract agreement with Direction Home Akron Canton for the benefit of residents of Streetsboro, to offer "Tia Chi for Arthritis" as little to no cost.

Direction Home Akron Canton is authorized by the Ohio Department of Aging to receive and disburse funds that benefit communities.

The agency provides Evidence-Based Disease Prevention and Health Promotions Services to communities in the form of instructor training and multiple exercise programs.

In researching these opportunities, it was made aware the available to provide various forms of exercise programs designed specifically to engage seniors and keep them active and fit. Specifically, the Streetsboro Senior Center is interested in the "Tai Chi for Arthritis" program.

Per the agreement, Direction Homes will provide training for a local instructor (at no expense to the City) to teach the "Tai Chi for Arthritis" class. Classes will be session based, 2 days per week and for a 2 year period. Classes will be available to Senior Center Members, residents, and surrounding community members.

There is no cost to the City for the classes, and the City may eligible for a small compensation based on class participation.

This is a great opportunity to add to our current programming with little commitment from us. With each new or unique program, we provide more options for seniors to improve and maintain their quality of life. In addition, expanded programming helps us to grow our membership, consequently more potential revenue for the city.

Greg Mytinger
Parks & Recreation Director



**PERFORMANCE-BASED SERVICE AGREEMENT
FOR TITLE III/SBG HEALTH EDUCATION**

This Agreement is made as of this _____ Day of _____, 2025 by and between the **DIRECTION HOME AKRON CANTON ("Agency ")** and _____ ("Provider"). The Term of this Agreement commences on _____ and ends on _____ (the "Term").

WHEREAS, Agency is authorized by the Ohio Department of Aging ("ODA") to receive and disburse funds ("Agency Funds"); AND

WHEREAS, Provider desires to deliver Evidence-Based Disease Prevention and Health Promotion Services Program purchased with Agency Funds throughout the entire Term of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and other mutual promises herein contained, the parties hereto agree as follows:

I. Program Service Information

- A. During the entire Term of this Agreement, the Provider agrees to use Agency Funds to provide services, as outlined in Exhibit E to include Tai for Arthritis and Fall Prevention, Powerful Tools for Caregivers, and Bingocize Programs at the rates and locations as outlined in Exhibit D. Provider shall comply with the Conditions of Participation (COP) and Service Specifications (if applicable) as described in the Ohio Revised Code and Ohio Administrative Code as applicable to the services the Provider provides.
- B. The unit of service is outlined in Exhibit D. Parties agree that Exhibit D may change throughout the term of this Agreement, may vary the terms of previous exhibits, to the extent it mirrors the subject matter contained therein (i.e. services, counties, and cost allocations), and that the revised version/s, as agreed upon and executed by both parties in writing, shall be incorporated and become a part of this Agreement.
- C. Provider shall determine the eligibility of each consumer before providing the service. The Provider *estimates* the total number of un-duplicated persons to be served during the Term of this Agreement is _____ of whom the provider estimates the following number of persons will fall into each respective category (Provider should complete this section based on the amount of the grant award):

Low-Income	Aged 75 or older	Minority	Low-Income Minority	Rural

- D. When using Older Americans Act funds, the Provider will focus on those consumers with the greatest economic & social need with particular attention to consumers who are low-income, who are low-income minorities, who have limited proficiency in the English language, who reside in rural areas, and who are at risk for institutional placement.
- E. During the Term of this Agreement, Agency Funds will be made available to the Provider, contingent upon the Agency's receipt of said Agency Funds from ODA. This Agreement is for the provision of goods or services paid with federal funds that the United States Department of Health and Human Services appropriated to the Ohio Department of Aging (ODA). The Agreement is subject to federal laws and rules, state laws, and ODA's rules. Agency Funds are funds that come from CFDA #93.052, Title III-D.) The agreement is subject to rule 173-3-06 of the Administrative Code. Title III-D Older Americans



PERFORMANCE-BASED SERVICE AGREEMENT FOR TITLE III/SBG HEALTH EDUCATION

Act funds may pay for only an evidence-based disease prevention and health promotion service. Title III-B and Title III-E Older Americans Act funds may pay for a non-evidence-based disease prevention and health promotion service. At times, Agency Funds may come from other sources of funding such as disaster funding related to pandemics or other emergencies. In such case, the funding source shall be clearly identified in Exhibit D.

F. Agency Funds are earned by Provider upon providing service in accordance with this Agreement and upon submission of such reports as required by the Agency documenting the provision of such service.

II. Control Policies

- A. The Agency shall at all times have the right to inspect sites, products, policies, procedures and plans of the Provider for the purpose of determining compliance with the terms of this Agreement.
- B. The Provider understands it will be monitored periodically by a representative or representatives from the Agency and/or the ODA. It shall be the responsibility of the Provider to obtain written releases of information from each program participant for any personal information found in the records, data, files, etc., maintained by the Provider. Such releases shall permit authorized Agency representatives to examine said personal information for evaluation and monitoring purposes.
- C. Provider may appeal a decision the Agency takes against the Provider according to rule 173-3-09 of the Administrative Code.

III. Applicable Federal, State and Local Laws Regulations and Established Guidelines

- A. The Provider shall conform to the requirements of all applicable federal, state, and local laws, regulations, and established guidelines.
- B. The provider is responsible for maintaining any license, permission, or other agreement necessary to provide the type of service, brand of service, or copyrighted or proprietary materials described in the provider's bid for the service and in this Agreement. The following is the mandatory reporting item for each episode of service that a provider retains to comply with the requirements under paragraph (B)(9) of rule 173-3-06 of the Administrative Code.
- C. Any provider shall immediately notify the county department of job and family services, or the agency the county department of job and family services designates to provide adult protective services, if the Provider has reasonable cause to believe a consumer is the victim of abuse, neglect, or exploitation.
- D. The Provider shall require all subcontractors to conform to the foregoing requirements in all subcontracts for work or services provided pursuant to this Agreement hereunder.
- E. Provider shall not use or disclose any information systems, records, or other protected health information (45 CFR 160 and 164 (A) and (E)) made available to it by the Agency for any purpose other than to fulfill its obligations under this Agreement. Further, Provider agrees to comply with all applicable federal and state confidentiality, privacy, and security laws, including without limitation, The Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and all other regulations applicable to the program(s) under which this Agreement is funded.
 - 1. The Provider shall not use or disclose any information concerning a consumer for any purpose directly associated with the provision of services unless the provider has documentation of the consumer's consent to do so.



PERFORMANCE-BASED SERVICE AGREEMENT FOR TITLE III/SBG HEALTH EDUCATION

2. The Provider shall not use or disclose any information concerning a consumer for any purpose not directly associated with the provision of services, even if the consumer consents to doing so.

F. If the Provider retains consumers' records electronically, the Provider shall store the records in a password-protected file. If the provider does not retain records electronically, the provider shall store consumers' records in a designated, locked storage space.

G. Any amendments to laws, rules, or regulations cited in the provider agreement will result in a correlative modification to the provider agreement without the necessity of executing a written amendment.

IV. Affirmative Action, Equal Employment Opportunities, Section 504, Handicapped Accessibility Requirements

A. The following posters and notices will be prominently displayed at Provider's main office:

1. EEO policy statement
2. EEO posters
3. Job vacancies
4. Training sessions available
5. Discrimination complaint procedures

B. The Provider shall furnish the Agency with an annual update of its Affirmative Action Plan at its annual on-site monitoring visit.

C. The Provider shall furnish the Agency with a Section 504 Accessibility survey within ninety (90)- days after signing this Agreement.

V. Insurance

A. The Provider shall secure and maintain at least minimum amounts of insurance as specified in Exhibit B. **The Provider shall certify the aforementioned by signing Exhibit A.**

VI. Modification

Unless otherwise specified herein, this Agreement may be modified only by a writing signed by both parties.

VII. Records and Documents

The provider shall retain any record relating to costs, work performed, supporting documentation for payment of work performed, and all deliverables for monitoring by the Agency and ODA and for auditing by the state auditor, the inspector general, duly authorized law enforcement officials, and agencies of the United States government for a minimum of three years. If a record is monitored or audited, the provider shall retain it until the monitoring or auditing is concluded and all issues are resolved, even if doing so requires the provider to retain the record for more than three years, until the later of:

(A) Three years after the date the Provider receives payment for the service.

(B) The date on which ODA, the AAA, or a duly authorized law enforcement official concludes monitoring the records and any findings are finally settled; or,

(C) The date on which the auditor of the state of Ohio, the inspector general, or a duly authorized law enforcement official concludes an audit of the records and any findings are finally settled.

VIII. Breach

If, in the opinion of the Agency, the Provider has materially failed to comply with this Agreement, including, but not limited to: a) Provider's noncompliance with the terms contained in Exhibits; b) failure of the Provider to provide the Agency with documents, records, reports or certificates; c) failure of the Provider to correct audit findings from audits done either pursuant to this Agreement or prior Agreements between the parties; and/or d) Provider's non-compliance with quality assurance standards in providing services hereunder, the Agency shall



PERFORMANCE-BASED SERVICE AGREEMENT FOR TITLE III/SBG HEALTH EDUCATION

deliver to the Provider by certified mail, return receipt requested, a written notice detailing the nature of the failure or of the noncompliance, as the case may be. If Provider has not taken corrective action or made arrangements to take corrective action satisfactory to the Agency, in its sole discretion, within ten (10) working days of receipt by Provider of the written notice, the Agency may, at its sole option, and notwithstanding anything herein to the contrary, impose either or both of the following remedies:

- (a) the withholding of the payment of funds to the Provider; or
- (b) the immediate termination of this Agreement.

IX. Term and Termination

Based on the Agency's acceptance of the Provider Agency's FY 2024– 2026 proposal for the specified service, the Provider has been awarded a multi-year contract award for period 2024 – 2026, which contains no more than a single year fiscal award subject to the annual spending authority received from the Ohio Department of Aging. Funds will be obligated for a maximum of one fiscal year at a time only. This Agreement is renewable after the initial term and is an annually renewable contract, which the Agency retains the right to renew.

Agreement may be terminated by either party for any reason whatsoever upon sixty (60)-days prior notice to the other party. Agency may terminate the Agreement immediately if: (i) the Provider does not demonstrate satisfactory performance. (ii) the Agency does not have funds to pay for the goods or services; (iii) a situation arises that was unforeseen at the time the Agency and the Provider entered into the Agreement. Examples of unforeseen situations are changes in market conditions or changes in the law regulating the goods or services the Agreement covers; and/or (iv) if ODA determines that this Agreement was entered into inappropriately.

X. Assignability

Neither the Agency nor the Provider has the right or power to assign, subcontract, or transfer its rights and duties under this Agreement without prior written consent of the other party.

XI. Public Recognition of Agency Support

Provider agrees to give public recognition of Agency support by placing the Agency logo in all Provider publicity and facilities (i.e., property, vehicles, nutrition sites and senior centers). For printed literature (i.e., stationary, newsletters, annual reports, brochures, flyers, posters, etc.) either the Agency logo or the following statement shall be included: "Financial Support Provided in Part by Direction Home Akron Canton". The Provider agrees to prominently display the Long-Term Care Ombudsman/Elder Rights Poster. The Agency recognizes the organizations listed on Exhibit B as Community Focal Points.

XII. Contract Transitions

Upon renewal of this contract, if the new contract is not signed by the first day/date of the proposed contract period, this signature indicates the Provider's intent to comply with all rules and regulations herein throughout the proposed contract period, back to and including the first day of the new contract.

XIII. Cooperation in Disaster

The Provider shall cooperate with the Agency and ODA, to assess the extent of the disaster impact upon persons aged sixty years and over, and to coordinate the public and private resources in the field of aging in order to assist older disaster victims whenever the president of the United States declares that the Provider's service area is a disaster area.

XIV. Certification Regarding Department Suspension, Ineligibility and Voluntary Exclusion Pursuant to 45 CFR Part 76 Lower Tier Transactions; Background Check Requirements

The Provider certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or



**PERFORMANCE-BASED SERVICE AGREEMENT
FOR TITLE III/SBG HEALTH EDUCATION**

agency. When hiring an applicant for, or retaining an employee in, a paid direct-care position, the Provider shall review databases and check criminal records according to section 173.38 of the Revised Code and Chapter 173-9 of the Administrative Code, unless the Provider is self-employed. If the Provider is self-employed, the Agency shall review databases and check criminal records of the provider according to section 173.381 of the Revised Code and Chapter 173-9 of the Administrative Code. Division (B)(1) of section 109.572 of the Revised Code requires the bureau of criminal identification and investigation to include sealed criminal records in its criminal records reports for criminal records checks conducted under sections 173.38 and 173.381 of the Revised Code. If a federal, state, or local government regulatory authority prohibits the Provider from providing the goods or services required by the Agreement, the Provider shall notify the Agency of the disciplinary action and the Agency shall, simultaneous to the date of the regulatory authority's disciplinary action, deem the Provider to be ineligible to be paid with Older Americans Act funds for providing goods or services to consumers.

- XV. Counterpart Execution; Scanned Copy: Any and all agreements and documents requiring signature related hereto may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A scanned or electronically reproduced copy or image of such agreements and documents bearing the signatures of the parties shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms, and existence of such agreements and documents notwithstanding the failure or inability to produce or tender an original, executed counterpart of the same and without the requirement that the unavailability of such original, executed counterpart of the same first be proven.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Direction Home Akron Canton

Legal Name of Provider

1550 Corporate Woods Parkway,
Uniontown, OH 44685

Address of Provider

By: _____

Signature

Date

By: _____

Signature

Date

*Typed Name and Title of Signatory
Authorized Representative of the Provider*

Abby Morgan, President and CEO
*Typed Name and Title of Signatory
Authorized Representative of the Provider*

REVISED 05/2024



**PERFORMANCE-BASED SERVICE AGREEMENT
FOR TITLE III/SBG HEALTH EDUCATION**

Exhibit A

October 1, 2024 to September 30, 2026

The Provider agrees to secure and maintain evidence in their records of at least the following minimum amounts of insurance:

1. General Liability including contractual liability, products liability, and personal injury liability with combined limits for bodily injury and/or death and property damage in the amount not less than \$500,000 per occurrence/\$1,000,000 in aggregate with the Area Agency on Aging 10B, Inc. named as an additional insured; and
2. Automobile liability insurance with limits of at least \$500,000 on a combined single limit basis for bodily injury and property damage for all owned, leased hired or non-owned vehicles; and
3. Workers Compensation Insurance as required by law.

The Provider shall make available to the Agency and/or ODA evidence of such coverage at the regularly scheduled monitoring visit.

I certify that Provider has secured and will maintain the minimum amounts of insurance as outlined above throughout the entire term of this Agreement.

By: _____
Signature date

Typed name and title



**PERFORMANCE-BASED SERVICE AGREEMENT
FOR TITLE III/SBG HEALTH EDUCATION**

Exhibit B

PSA 10B Community Focal Points

Direction Home Akron Canton
1550 Corporate Woods Parkway
Uniontown, Ohio 44685

United Way First Call for Help
PO Box 845
999 E Main St (2nd Floor)
Ravenna, OH 44266

United Way of Summit & Medina
Mandel Community Center
at The Sojourner Truth Building
37 N. High Street
Akron, OH 44308

Community Information Center of United Way
401 Market Avenue North, #300
Canton, Ohio 44702

United Way of Wooster's Info Link
215 South Walnut
P.O. Box 568
Wooster, Ohio 44691



**PERFORMANCE-BASED SERVICE AGREEMENT
FOR TITLE III/SBG HEALTH EDUCATION**

**Exhibit C
ASSURANCE OF COMPLIANCE
WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

Provider **HEREBY AGREES THAT** it will comply with Title VI of the Civil Rights Act of 1964 (P.L.88-352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Provider receives Federal financial assistance from the Direction Home Akron Canton (hereinafter called the "Agency"); and **HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Provider by the Agency, this assurance shall obligate the Provider, or in the case of any transfer of such property, and transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Provider for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Provider for the period during which the federal financial assistance is extended to it by the Agency.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the Provider by the Agency, including installment payments after such date on account of applications for federal financial assistance which were approved before such date. The Provider recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Provider, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Provider.

Provider

Date

By: _____
President, Chairman, or comparable authorized official

Title



**PERFORMANCE-BASED SERVICE AGREEMENT
FOR TITLE III/SBG HEALTH EDUCATION
2024-2026**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
ASSURANCES OF COMPLIANCE
WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

The undersigned (hereinafter called the "Provider") **HEREBY AGREES THAT** it will comply with section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

Pursuant to the regulation [45 C.F.R. 84.5(a)], the Provider gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts, or other federal financial assistance extended by the Department of Health and Human Services after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance that were approved before such date. The Provider recognizes and agrees that such federal financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that the United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on the Provider, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Provider.

This Assurance obligates the Provider for the period during which federal financial assistance is extended to it by the Department of Health and Human Services or, where the assistance is in the form of real or personal property, for the period provided for in the regulation [45 C.F.R.84.5(b)].

The recipient: [check (a) or (b)]

- a. ☐ employs fewer than fifteen persons.
- b. ☐ employs fifteen or more persons and, pursuant to the regulation [45 C.F.R.84.7(a)], has designated the following person(s) to coordinate its efforts to comply with the Health and Human Services regulations:

Name of Designee(s) – Type or Print

Name of Provider

Street Address or P.O. Box

Employer Identification Number

City, State, & Zip

I certify that the above information is complete and correct to the best of my knowledge.

By: _____
President or authorized officer

Title: _____



**PERFORMANCE-BASED SERVICE AGREEMENT
FOR TITLE III/SBG HEALTH EDUCATION
2024-2026**

EXHIBIT D

Provider Name


1. SERVICES

Provider shall provide the following services as indicated by a rate entered in this table *(in U.S. Dollars)*

TITLE-III D SERVICE	UNIT	ALL FOUR COUNTIES
Health Education rate per completer (provided to host site)	1 Completer	\$50.00
Host Site rate for 6-10 weeks workshop	One Time	\$50.00
Leader/Coach rate	Per session	\$50.00
Leader/Coach rate if a substitute used by the Provider	Per session	\$75.00
TOTAL HEALTH EDUC. ALLOCATION		
<i>No Matching Funds Required</i>		\$0.00

1. REPORTING REQUIREMENTS

Provider is required to maintain appropriate records and documentation to support the charges against Agency Funds as specified above. Provider shall comply with all reporting requirements applicable to the Provider's services and funding source.

<hr/> <p align="center"><i>Legal Name of Provider</i></p> <hr/> <p align="center"><i>Address of Provider</i></p> <hr/> <p align="center"><i>Signature</i></p> <hr/> <p align="center"><i>Date</i></p> <hr/> <p align="center"><i>Typed Name and Title of Signatory Or Authorized Representative of the Provider</i></p>	<p align="center">Direction Home Akron Canton Area Agency on Aging & Disabilities</p> <hr/> <p align="center"><i>Legal Name</i></p> <hr/> <p align="center">1550 Corporate Woods Parkway Uniontown, OH 44685</p> <hr/> <p align="center"><i>Address</i></p> <hr/> <div align="center">  </div> <hr/> <p align="center"><i>Signature</i></p> <hr/> <p align="center"><i>Date</i></p> <hr/> <p align="center">Abby Morgan, President and CEO</p> <hr/> <p align="center"><i>Typed Name and Title of Signatory Or Authorized Representative of the Provider</i></p>
---	--



**PERFORMANCE-BASED SERVICE AGREEMENT
FOR TITLE III/SBG HEALTH EDUCATION
2024-2026**

**Exhibit E
Scope of Work**

I. DEFINITIONS

- Host Site: Physical location utilized by the Provider to host, either in-person or virtually, workshops.
- In-person Workshop: Workshop held live at the host site facility
- Virtual/Online Workshop: Workshop held live but Leader/Coach and participants are logged into virtual platform (Zoom, Microsoft Teams, Google Meet, etc.).
- Leaders/Coaches: Individuals that have been certified to train by a Master Trainer in the curriculum.
- Completer: Workshop participant who attends 75% of the workshop sessions
 - PTC (6 session workshops): Completer attends a minimum of 4 sessions
 - Bingocize (20 session workshop): Completer attends a minimum of 15 sessions
 - TCAFP (16 session workshop): Completer attends a minimum of 12 sessions

II. PROVIDER RESPONSIBILITIES

- A) Provider shall assure that participants have computer or tablet with microphone and webcam enabled. Each workshop shall start with a session 0 during which Leaders/Coaches shall confirm that the participants can access the virtual platform and can use the features – microphone, camera, chat box, raise hand, etc.
- B) Leaders/Coaches may be non-healthcare professionals. Provider is responsible for securing the Coaches/Leaders for their programs, either their staff or patrons.
- C) Provider shall submit W-9 form to Agency prior to offering any services pursuant to this Agreement.
- D) If Provider needs to utilize Agency's Leaders/Coaches, Provider must make the request to the Agency in writing at least six weeks prior to first workshop session.
- E) Provider shall return a completed workshop scheduling form to Agency at least 4 weeks prior to the first workshop session.
- F) For each workshop, Provider shall have a minimum of eight participants registered, and maximum of twenty participants.
- G) Provider shall promote workshops on its website, social media, organization newsletter as applicable. Marketing materials will be provided by Agency and shall not be revised without



prior approval by Agency. All marketing materials are required to include language declaring a partnership between the Provider and Agency.

- H) Provider shall ensure timely submission of all workshop information required for ODA reporting and financial compensation processing,
- I) Holding in-person workshops should be based on COVID-19 positivity rates in the county where the Host Site is located, and require social distancing, masking and other measures as recommended by CDC, state and local authorities with oversight responsibilities for COVID protections.

III. AGENCY RESPONSIBILITIES

- A) Agency will conduct periodic fidelity checks to ensure facilitation remains true to the program model.
- B) Agency shall train Leader/Coaches on virtual platforms for workshops and provide ongoing technical support.
- C) Agency shall market workshops on Agency's website, social media, and ListServe email recipients.
- D) All workshop materials will be mailed by the Agency to all registered participants prior to the second workshop session provided that the Provider submits the participants' information to the Agency timely.
- E) Agency shall use its best effort to arrange for Leaders/Coaches when so requested by the Provider on advance notice as specified above.
- F) Agency shall collect all needed reporting paperwork and submit to ODA and send upcoming schedule information to ODA to post on their website

IV. COMPENSATION

Provider shall be compensated in accordance with the rates outlined in Exhibit D. Provider shall be responsible for paying Volunteers/Coaches if the Provider uses Provider's Leaders/Coaches. If Provider uses Agency's Leaders/Coaches, Agency shall compensate the Leaders/Coaches directly. Subject to the terms of this Agreement, Agency shall pay the Provider subject to the following conditions:

- a) Providers submits Workshop Scheduling Form to the Agency at least 4-weeks prior to the first workshop session
- b) Provider submits paperwork to Agency to close the workshop
- c) Compensation is received by Provider within 15 business days of the last scheduled workshop provided that all classes in a workshop have been completed.

Host Site rate applies only if the Provider uses Provider's Coaches/Leaders and/or conducts workshops in person. Leader/Coach rate applies only if the Provider uses Provider's Coaches/Leaders.

**Streetsboro
Parks & Recreation
Department**

Memo

To: Board of Control
From: Greg Mytinger, Parks & Recreation Director
CC: Matt Miller, Finance Director
Date: 1/28/2025
Re: Materials and Supplies for Park Baseball & Soccer Fields

RECEIVED
JAN 28 2025
CLEVELAND COUNCIL
STREETSBORO OHIO

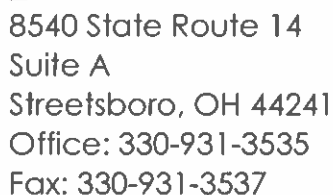
The Parks & Recreation Department is requesting approval to purchase the needed materials and supplies from Finn All Season for the city's baseball/softball field and soccer fields for the 2025 season in the amount not to exceed \$18,000.00

The items include baseball/softball field conditioner, Chalk, Field Dry, Weed control and turf maintenance supplies.

This purchase was included in the 2025 Budget in the Material and Supply line item, 101.32.5611.

Please let me know if you have any questions.

Greg Mytinger
Parks & Recreation Director



Date: 2/5/2025
Quote #: 25020
Purchase Order #:
Quote Valid For: 15 Days

RECEIVED
FEB 05 2025
CLERK OF COUNCIL
STREETSBOBO, OHIO

To: City of Streetsboro - Parks & Rec
Greg Mytinger
9184 State Route 43
Streetsboro, OH 44241
330-626-3802

Salesperson	Ship Date / Time	Ship Via	Delivery Donkey	Payment Terms
Dave Besoiu 330-388-3391	TBD	Customer P/U	N/A	Net 30

[illegible]

To Accept This Quotation, Please Sign & Return: _____

Delivery Notes:

Subtotal	107.31
Freight	0.00
Donkey Charge	0.00
Sales Tax (%)	0.00
Total	107.31

State and / or local taxes, where applicable, are not the responsibility of FINN All Seasons; however, certain taxes are collected and will be added to the invoice if exemption certificate is not furnished

Thank You For Your Business!

FINN All Seasons - Dave Besoi
8540 St. Rt. 14 Suite A
Streetsboro, OH 44221





RECEIVED

FEB 05 2025

CLERK OF COUNCIL
STREETSBORO, OHIO

Dave Besoiu - Regional Sales Manager

Cell: 330-388-3391

dbesoiu@finnallseasons.com

8540 State Route 14

Streetsboro, OH 44241

Shipping Rates Not Included - Shipping To Be Calculated At Time Of Order

Item Number	Description	Unit Price	Comments
Athletic Field - Drags			
	Stiff Drags		Board on Bottom - Heavy Duty. Can be used when field is moist. Pull by hand or machine.
	Wood (6' x 18")	Call	
	Composite (6' x 18")	Call	
	Aluminum (6' x 18")	Call	
	Cocoa Mats (Rubber Back)		Natural Fiber, Professional finish. Does not displace conditioner. Can be used on turf
	6' x 2'	Call	
	6' x 4'	Call	
	4' x 2'	Call	
	Cocoa Mats (Open Back)		Natural Fiber, Professional finish. Does not displace conditioner. Can be used on turf
	22" x 72"	Call	
	22" x 36"	Call	
	Cocoa Mop		Natural Fiber, Professional finish. Does not displace conditioner. Can be used on turf
	24" x 18"	Call	
	Nail Drag (Hand Pull)		Lightweight, Treated wood, use to incorporate conditioner into clay
	4' x 2'	Call	
	Nail Drag (Machine Pull)		Lightweight, Treated wood, use to incorporate conditioner into clay
	5' x 3'	Call	
	Mat Drags		1" x1' Mesh, 3/8" Galvanized Steel. Great for moving conditioner around infield. Pull rope incl.
958323	6' x 3'	\$270.59	
	6' x 6'	Call	
	Mat Mop		1" x1' Mesh, 3/8" Galvanized Steel. Great for moving conditioner around infield. Metal handle
	24" x 18"	Call	

Prices Subject To Change Without Notice



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Item Number	Description	Unit Price	Comments
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Athletic Field - Rakes

	Field Rake		Rounded teeth for smooth raking. 66" Aluminum handle
	24"	Call	
	30"	Call	
	36"	Call	
	48"	Call	
	72"	Call	
	Double Play Rake		Two teeth design. Short teeth for hard clay, long teeth for genreal raking. 66" Aluminum handle
	17"	Call	
	36"	Call	
	Screening Rake		Designed for grading and screening debris. 66" Aluminum handle
	24"	Call	
	30"	Call	
	36"	Call	
	48"	Call	
	Scarifier Lute Rake		Fine, serrated teeth. Smooth, level & spread material. 66" Aluminum handle
	36"	Call	
	Proturf Lute Rake		Perfect for spreading material. Good for grading soil. 66" Aluminum handle
	24"	Call	
	36"	Call	
	Level Board	Call	Great for leveling an entire infield. Fix issues around bases, positions, home plate and mound
	Loop Hoe	Call	Double knife edge blade. Works as push or pull motion. 60" Aluminum handle

Athletic Field - Brooms & Shovels

	Monster Broom		Broom finish on infield. Foam padded handle. 7" wide
	2 Row	Call	
	3 Row	Call	

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Item Number	Description	Unit Price	Comments
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Ath. Field - Broms & Shovels (Cont.)

	Double Play Monster Broom		One Side broom finish, one side w/ teeth for breaking hard clay. 7' wide
	2 Row	Call	
	3 Row	Call	
	Roller Squeegee		Push standing water, great for turf, concrete - non-absorbent
	36"	Call	
	48"	Call	
	Toolite Sifting Shovel		
	48"	Call	Perfect for sifting and removing debris
	Toolite Sifting Scoop		Perfect for sifting and removing debris. 14" x 17" head & D Grip handle
	27"	Call	

Tamps

	Tamp		Rugged All Steel Construction
	4" x 10"	Call	
	8" x 8"	Call	
	10" x 10"	Call	
	Dura Tamp		
	2" x 4"	Call	Made of aircraft quality tubing, heat treated for greater strength
	6" x 6"	Call	
	8" x 8"	Call	
	10" x 10"	Call	
	Tyler Tamp		Hinged base to allow solid contact. Tilt 9 degrees each side
	4" x 10"	Call	
	8" x 8"	Call	
958340	10" x 10"	\$147.06	

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Streetsboro, OH 44241

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Item Number	Description	Unit Price	Comments
Layout Tools			
	Anchor Driver	Call	Used to drive base anchors in ground. No digging or concrete required
	Drive-In Anchors		Durable -- galvanized steel
	Standard	Call	
	Heavy Duty	Call	
	Hollywood Base Ground Anchors	Call	Designed to be set in concrete. Fit for Hollywood or Rawlings Bases (set of 3)
	Hollywood Dual Ground Anchor	Call	Fits double 1st base or dual stanchion pitching rubber
	12" Manual Sod Cutter	Call	Makes edging quick & simple. Removes runners on the infield or warning track
	Mound Ruler		Helps keep mound slope consistent - Great for new construction
	6" Height	Call	
	10" Height	Call	
	Tape Measure		Heavy duty polyethylene case PVC coated tape. Double sided to show feet and meters
	200'	Call	
	300'	Call	
	400'	\$35.29	
	Streamline Chalker		Heavy duty pneumatic tires. Flexible brush agitator 2" & 4" chalk thickness
	35 lb	Call	
	70 lb	Call	
	Newstripe Chalker	Call	Extra Heavy Duty construction. 10" pneumatic tires. Galvanized hopper and handle control
	Batter's Box Template		Heavy duty folding template. Home plate outline attached to line up box
	Little League (3' x 6')	\$229.41	
958405	Baseball (4' x 6')	\$229.41	
958405-1	Softball (3' x 7')	\$229.41	

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Item Number	Description	Unit Price	Comments
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Lay Out Tools (Cont.)

	Big League Batter's Box Template		Heavy duty folding template. HP outline attached to line up box. Both boxes & catcher box
	Softball (3' x 7')	Call	
	Baseball (4' x 6')	Call	
	Chalk / Paint Box		Ensure correct batter's box w/ HP template. Mesh screen w/ aluminum trim for precision
	Softball (3' x 7')	Call	
	Baseball (4' x 6')	Call	
	Pitching Rubber Template		Template used for painting pitching rubber - eliminates overspray
	18"	Call	
	24"	Call	
	Home Plate Template	Call	Template used for painting home plate - eliminates overspray
	Softball Circle Tool	Call	Template used for lining softball circle
	String Winder	Call	Standard plastic string winder - comes with 740' string spool
	Sand Bags	Call	6 oz. poly material 14" x 26" w/ tie rope
	Tarp Stakes	Call	10" long x 5/16" thick heavy duty construction
	Utility Rack	Call	Designed for Pro Gator or Workman to hold necessary tools for field prep

Bases

	Jack Corbett Hollywood		Premium bases used from high school to college to professional
	15"	Call	
	18"	Call	
	Rawlings Hollywood Style		Official 15" x 15" heavy duty rubber
	15"	\$252.94	

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Item Number	Description	Unit Price	Comments
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Bases (Cont.)

	Champro Pro Style		15" x 15" Molded Pro Style Base
	15"	\$152.94	
	Hollywood Impact Kwik Release		Kwik release bases release upon impact (set of 3)
	15"	Call	
	Hollywood Double First Base	Call	One piece molded base, will not separate (one orange / one white)
	Champro Double First base	Call	Orange/White base - all rubber construction. Steel double anchor - base plugs included

Base Accessories

	Digout Tool	\$7.65	Tool to scoop dirt out of anchor
	Whisker Style Plugs		Allows to plug anchor while dragging without pulling the plug out (SOLD AS EACH)
958409	Blue	\$6.76	
	Red	\$6.76	
	Green	\$6.76	
	Yellow	\$6.76	
	Mushroom Base Plugs	\$4.71	Round universal rubber plug (set of 3)
	Base Caddy	Call	Easy storage for bases, weighs 30 lbs - Dolly style

Pitching Rubbers

	Hollywood 4-Sided Pitching Rubber	Call	Official 24" pitching rubber, interior aluminum tube for durability
	Rawlings 4-Sided Pitching Rubber		Official size, interior plastic tube
	18"	Call	
	24"	Call	
	Bulldog 4-Sided Pitching Rubber		Official size, professional quality. Durable design to eliminate bowing and twisting
	3" core x 24"	Call	
	4" core x 24"	\$194.12	

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Item Number	Description	Unit Price	Comments
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Pitching Rubbers (Cont.)

	Champro 4-Sided Pitching Rubber		Heavy Duty design - inner tube for added strength
	24"	Call	
	Champro Dual Anchor		In-ground dual stanchion. Base plugs included
	24"	Call	
	3-Spike Pitching Rubber		Heavy Duty molded rubber - easy to move for different league standards
	18"	Call	
	24"	Call	
	Dual Spike Pitching Rubber		3/4" thick molded rubber with steel plates on each end. 2 Spikes included.
	18"	Call	
	24"	Call	
	Dual Stanchion Pitching Rubber		Includes anchor, stanchion & pitching rubber. Easy to remove & relocate
	18"	Call	
	24"	Call	

Pitching Accessories

	Standard Cleat Cleaner	Call	Rubber molded design allows for spikes in corners for anchoring
	Heavy Duty Cleat Cleaner	Call	Rubber molded design allows for spikes in corners for anchoring
	Bulldog Cleat Cleaner	Call	Large base surface can be mounted on wood base or buried in ground for permanent installation

Homeplates

	Hollywood Bury-All Homeplate	\$170.59	Maximum strength, no spikes needed - great for permanent installation
	Rawlings Bury-All Homeplate	Call	Premium all rubber construction, no spikes needed - great for permanent installation
	Champro Bury-All Homeplate	Call	Maximum strength, no spikes needed - great for permanent installation
	Bulldog Double Sided Homeplate	Call	Pro size and quality, 3" of solid rubber, 40#. Double sided design allows for extended life

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Item Number	Description	Unit Price	Comments
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Homeplates (Cont.)

	Rawlings Single Stanchion Homeplate	Call	Rugged, molded construction. Mounted 6" steel stanchion, includes ground anchor
	Champro Single Stanchion Homeplate	Call	Tough molded rubber with beveled black border, includes ground anchor
	Official 5-Spike Homeplate	Call	3/4" all rubber construction, 5-spikes needed for install - easy for relocation

Hoses

	Ultralite Field Hose		1" Diameter - extremely lightweight green polyester cover
	25'	Call	
	50'	Call	
	75'	Call	
	100'	Call	
	Clear Field Hose		1" Diameter, lightweight high pressure hose, standard wall, crystal clear PVC compound
	25'	Call	
	35'	Call	
	50'	Call	
	75'	Call	
	100'	Call	
	Green Field Hose		1" Diameter High Pressure lightweight, smooth green PVC compound
	50'	Call	
	75'	Call	
	100'	Call	
	125'	Call	

Couplers

	Quick Coupler Hose Swivel	Call	1" Hose adapter flexes w/o kinking. Provides 360° of hose movement
	Quick Coupler Key w/ Relief		Longer handle design. Enables user to relieve pressure without back pressure
	3/4" I.D. x 18" L (Fits 1" Coupler)	Call	
	1" I.D. x 18" L (Fits 1-1/4" Coupler)	Call	

Prices Subject To Change Without Notice



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Item Number	Description	Unit Price	Comments
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Couplers (Cont.)

	Quick Coupler Key		All brass design. Attach to hose and insert into valve
	3/4" I.D. (Fits 1" Coupler Valve)	Call	
	1" I.D. (Fits 1-1/4" Coupler Valve)	Call	
	Brass Hose Swivel	Call	All Brass design attach to hose and key for use. 1" I.D.
	Quick Coupler Valve		All brass design. Valves, 1/4" I.D. Bigger than corresponding keys
	1" I.D. (Fits 1-1/4" Key)	Call	
	1-1/4" I.D. (Fits 1" Key)	Call	

Nozzles

	10/24 Nozzle		10-24 GPM @ 100 psi. Aluminum, stainless steel & rubber components
	1"	Call	
	3/4"	Call	
	20/60 Nozzle		20-60 GPM @ 100psi. Great for watering during the day and maximum soaking of infield
	1"	Call	
	Pro 35		35 GPM @ 100 psi. constant flow for heavy soaking
	3/4"	Call	
	1"	Call	
	Fan Spray Nozzle	Call	Multiple adjustment for wide fan to long stream with shutoff position
	Tournament Nozzle	Call	Constant Fine uniform mist at 3 GPM
	Aluminum Shower Head Nozzle	Call	Provides heavy shower of water
	1"		

Football

	Football Deluxe Down Indicator	Call	Completely padded, High-vis 2 color numbers, will bend but not break
	Dial-A-Down Indicator	Call	Full frame safety padded, 2 color numerals

Prices Subject To Change Without Notice

Prices Subject To Change Without Notice

**Independent Contractor Agreement
Parks and Recreation Department**

This Agreement is entered into by the City of Streetsboro (the "City") and
Name of independent contractor: **Jaden Hushion 263 Ravenna Road Streetsboro Ohio 44241**
(referred to as the "contractor").

(1) **Scope of Agreement** Contractor agrees to **score keeping for youth sports**, 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 **February 1 - December 31, 2025**. The hours and time of performance are to be as required by the Department Director.

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.

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.

Payment the contractor is to be compensated for the services to be performed under this agreement as follows: **Contractor will receive \$10.00 per game. A check will be mailed within 30 days of dated invoice.** 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.

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.

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.

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 205.32.5362 (Basketball Contract Services).

City of Streetsboro:

By: _____
Glenn M Broska

Contractor:

Jaden Hushion
Jaden Hushion

By: _____
Finance Director

Date: Jan 28, 2025

Approved As To Form: _____
Law Department

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Jaden Hushion

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

263 Ravenna road

6 City, state, and ZIP code

Streetsboro Ohio 44241

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

153 - 19 - 8607

or

Employer identification number

____ - ____ - ____ - ____ - ____ - ____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Jaden Hushion

Date ► 01/27-25

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

RECEIVED

JAN 28 2025

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 the Name of the independent contractor: **Robesto's Catering, 1895 E. Aurora Rd., Twinsburg, OH 44087** (referred to as the "contractor").

(1) *Scope of Agreement* The Contractor agrees to provide **catering for the 2025 Father-Daughter Dance** 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 **March 1, 2025 (Father-Daughter Dance)**. 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 on 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: **275 people at \$17.25 per person plus applicable fees totaling \$5,906.75. \$17.25 per person will be added for any additional participants over the projected number and will be deducted if the number of projected participants is not met. Final number of participants to be finalized and given to Robesto's no later than Feb 14, 2025 (2 weeks in advance of event)** Price to include **three entrees, potato, vegetable, salad, rolls, beverages and tableware**. An invoice will be provided by the City, which includes the name, address, current date of services, wage for the services, plus the total. A check will be mailed within 30 days of the 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. Further, should the contractor be required to obtain and maintain worker's compensation through the State of Ohio, the contractor agrees to hold the City harmless for its failure to do so. The contractor shall not assign this agreement without first obtaining written approval from 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 writing signed by the parties.

IN WITNESS WHEREOF, the parties have executed this agreement on 1-28-25, (Date)

City of Streetsboro:

Contractor:

By: _____
Glenn M. Broska, Mayor Date

Rosanne Best 1/28/25
Robesto's Catering, LLC

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 Services).

By: _____
Matt Miller, Finance Director

Date: _____

Approved As To Form: _____
Law Director Date:

**Streetsboro Parks &
Recreation**

Memo

RECEIVED
JAN 31 2025
CLERK OF COUNCIL
STREETSBORO, OHIO

To: Board of Control
From: Rachel Miller
cc: Greg Mytinger/Mike Kuhstos
Date: 1/31/25
Re: Brew & BBQ Bash Talent (Cruizin' Jupiter Entertainment)

The Parks and Recreation Department is requesting the city's approval for a contract with Cruizin' Juniper Entertainment (aka: The Hair Band Experience) to provide entertainment and headline the **Brew & BBQ Bash** event scheduled for Saturday, August 16, 2025, from 12:00 PM to 7:00pm at Streetsboro City Park (8970 Kirby Lane), the event services have been budgeted from line item 205.32.5668 (Community Picnic).

Thank you

Rachel Miller

Agreement for Entertainment Services

Terms and Conditions

RECEIVED

JAN 31 2025

CLERK OF COUNCIL
STREETSBORO, OHIO

The following agreement for entertainment services, entered into by;

(Name of individual or organization :) City of Streetsboro % Mike Kuhstos

Heretofore referred to as "Customer" and Jovi Ultimate Tribute, heretofore referred to as "Band", on this day,

(Date of event) Aug 16th, 2025 heretofore referred to as "Day" at the following location:

(Address of Event) 8970 Kirby Lane | Streetsboro, OH 44241

"Customer" agrees to pay "Band" the sum of \$3,500.00 plus Hospitality Rider for the band (attached), for all services and responsibilities listed in the "Services" section of this agreement with a nonrefundable deposit of \$500.00 due at the time of signing of this agreement by both parties, "Customer" and "Band", with the remainder due at 6PM on the "Day" of the event. In the event of a cancellation by "Customer" within 150 days of the "Day", then the deposit is forfeited. In the event of a cancellation by "Band", the deposit will be fully refunded. In the event of a cancellation initiated by "Band", "Band" will make every effort to find a mutually agreed upon replacement for the event.

Initials




Services and Responsibilities

- "Band" will provide a combination of pre-recorded and live music entertainment for "Customer" including a live bands with instruments along with pre-recorded music during band breaks for a total of Four (4) hours. Some special effects will be used.
- If the event requires the band to be set up prior to dinner, extra fees may apply. These fees include up to 2 hours of pre-recorded dinner music during dinner hour. (This must be discussed during negotiation and prior to signing of the contract)
- "Band" will be set up, with dinner/cocktail music to begin at 1 PM (Fill in only if your event requires the band to be set up prior to dinner)

- Band will perform 3-4 sets of live music in conjunction with pre-recorded music for a total of 3 hours. Live music will begin at approximately 2 PM and will continue until approximately 7 PM PM during these hours, there will be up to (2) breaks during which pre-recorded music will be played. Band will be completely packed up by 9 PM.
- "Customer" may request that "Band" continue playing past agreed end time at a rate of \$500 per half hour which "Band" may accept at their discretion.
- If the event is held outdoors, "Customer" will provide a 20' X 20" covered, hard, stable surface that is raised off of the ground at least 8', as well as 2 / 20 amp electrical circuits.
- "Customer" will provide guest food & beverages for each member of the band.

Customer (print) Mike Kuhstos

Customer (signed)  , Event Coordinator (City of Searsville)

Date 1/24/25 Contact Phone # (33) 221-6291

Band (print) Cruizin Jupiter llc. Cruizin Jupiter LLC/Mark Hopkins

Band (signed) MarkHopkins

Date 01/21/2025

Please fill in all blank areas, enclose deposit check if applicable made out to Cruizin Jupiter llc.

sign, and return to:

Mark Hopkins
29355 Elmira St
Livonia, MI 48150

Independent Contractor Agreement

Parks and Recreation Department

RECEIVED

FEB 01 2025

CLERK OF COUNCIL
STREETSBORO, OHIO

This Agreement is entered into by the City of Streetsboro (the "City") and the Name of the independent contractor: **Unique Bell (Let's Get Personal) 9291 State Route 14, Streetsboro, OH 44241** (referred to as the "contractor").

(1) *Scope of Agreement* The Contractor agrees to **provide balloon services for the Parks & Recreation Father Daughter Dance event** 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 **March 1, 2025**. 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 on 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: **NOT to exceed \$300.00 for balloon arrangement for the Father Daughter Dance. An invoice will be provided by the City, which includes the name, address, current date of services, wage for the services, plus the total. A check will be mailed within 30 days of the 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. Further, should the contractor be required to obtain and maintain worker's compensation through the State of Ohio, the contractor agrees to hold the City harmless for its failure to do so. The contractor shall not assign this agreement without first obtaining written approval from 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 writing and signed by the parties.

IN WITNESS WHEREOF, the parties have executed this agreement on 1/31/2025. (Date)

City of Streetsboro:

Contractor:

By: _____
Glenn M. Broska, Mayor Date

 1/31/25
Unique Bel (Let's Get Personal) Date

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 Services).

By: _____
Matt Miller, Finance Director

Date: _____

Approved As To Form: _____
Law Director Date:

OHIO EDISON

2/3/25, 10:21 AM

Customer Work Approval and Payment Designation

Work Request Information

WR No: 63092373 SAP Order No: 18024699 SAP Notification No: 769305414 Entry Date: 03/05/2024

WR Name: CITY OF STREETSBORO, FLOYD NORTH BICENTENNIAL PARK

Street No: 10041 Street No Frac: Dir: Unit No:

Street Address: AURORA HUDSON RD

City: STREETSBORO State: OH Zip: 44241 -

WR Desc: Install 40-4 wood pole, 50' single phase overhead primary, 400' underground primary and a 25kva pad mount transformer.

I request to have OHIO EDISON perform the work described below at the above address. I agree that final scheduling of this work will not begin until payment of the agreed price below is received by OHIO EDISON. I understand that quoted prices remain in effect for only 90 days. In Jobbing and Contracting related work I understand that other providers are available to perform this work. The regulated services I currently receive from OHIO EDISON will not be impacted in any way regardless of the provider I select to do this work. This is not an invoice.

Bill To Information

Billable Id: A Billing Entry Date: 01/27/2025

Bill To Name: CITY OF STREETSBORO,

Attention:

Street No: 9184 Street No Frac: Dir: Unit No:

Street Name: ST RT 43

City: STREETSBORO State: OH Zip: 44241 -

Purchase Order No:

Sales Rep: DLM1 Miller,David L Phone: (330) 436-4055

Billable Charges

Description: Provide service to Floyd North Bicentennial Park.

Detail:	Direct Cost	Overheads	
Labor	\$ 4,506.29	\$ 999.04	\$ 5,505.33
Material	\$ 6,799.29	\$ 446.03	\$ 7,245.32
Equipment	\$ 255.17	\$ 16.74	\$ 271.91
Regular Cost Estimate:			\$ 13,022.56
Excluded Operation & Maintenance Cost:			\$ 141.17
Adjusted Cost Estimate:			\$ 12,881.39
Company Obligation for Construction:			\$ (7,728.83)
Line Extension:			\$ 5,152.56
Premium:			\$ 0.00
Sub Total:			\$ 5,152.56
CIAC Tax:			\$ 671.38
Finance Interest:			\$ 0.00
Est. Sales Tax:			\$ 0.00
Amount to be invoiced:			\$ 5,823.94

RECEIVED

FEB 04 2025

CLERK OF COUNCIL
STREETSBORO, OHIO

CUSTOMER NAME (Or DBA/INC)	CUSTOMER SIGNATURE	
SIGNEE'S TITLE IN THE COMPANY	DATE	
OHIO EDISON REPRESENTATIVE (Print) David L. Miller	OHIO EDISON REPRESENTATIVE (Signature) David Lee Miller	

City of Streetsboro

Law Department
9184 State Route 43
Streetsboro, OH 44241
(330) 626-4942
(330) 626-3661 - Fax



David L. Nott, J.D.
Director of Law
330-422-2099 (Direct)

RECEIVED
FEB 10 2025
CLERK OF COUNCIL
STREETSBORO, OHIO

Please place the following on the 2/12/2025 Board of Control:

Settlement with Paul W. Flick in *City of Streetsboro v. Paul W. Flick*, Case No. 2024CV10253R concerning damage to a guardrail on Wellman Road, for the amount of \$4,800.00.

Sincerely,

David L. Nott
Law Director
City of Streetsboro, Ohio