### THE CITY OF STREETSBORO, OHIO

#### **BOARD OF CONTROL MEETING AGENDA**

Wednesday, September 10, 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 August 21, 2025
- 5. Parks and Recreation Contract w/VandenBoom for Tai Chi Instruction (Edgar)
- 6. Purchase Material/Supplies from Oscar Brugmann (Edgar)
- 7. Adjournment

### Streetsboro Parks & Recreation

# Memo

To:

**Board of Control** 

From:

Samantha Edgar

cc:

Matthew Miller

Date:

9.8.25

Re:

Oscar Brugmann Sand and Gravel

SEP 0 8 2025

CLERK OF COUNCIL
STREETSBORO, OHIO

Dear Members of Board of Control,

The Parks and Recreation Department is seeking approval to purchase park supplies and materials, including but not limited to gravel, topsoil, sand, and ballfield mix, from Oscar Brugmann Sand and Gravel in the amount of \$10,000 from account 101.32.5611.

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

Thanks,

Samantha Edgar

## Streetsboro Parks & Recreation

## Memo

To:

**Board of Control** 

From:

Samantha Edgar

CC:

Matthew Miller

Date:

9.4.25

Re:

William J VandenBoom

RECEIVED

SEP 0 4 2025

CLERK OF COUNCIL STREETSBORO, OHIO

Dear Members of Board of Control

The Parks and Recreation Department is seeking approval to contract William J. VandenBoom as a Tai Chi instructor, in the amount of \$40 per class through December of 2025. Services will be paid out of accounts 205.32.5369 (Rec Contracted Services) AND 217.33.5338 (Senior Contracted Services).

Independent Contractor Agreement is attached.

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

Thanks,

Samantha Edgar

### **Independent Contractor Agreement**

### **Parks and Recreation Department**

This Agreement is er	ntered into by the City of Street	sboro (the	"City") and Name of an independent
contractor: Name:	William J. VandenBoom	Address:	451 Tallmadge Ave., Apt. #2 Kent OH
<u>44240</u>			

Phone: 330-673-5026 (referred to as the "contractor").

- (1) Scope of Agreement Contractor agrees to provide <u>Tai Chi Instruction</u> 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 <u>Samantha Edgar</u>, the <u>Department Director</u>.
- (2) *Term* the contractor shall perform such services over or during the following determinate period: <u>Sept. 1\*</u>, <u>2025- December 2025</u>. 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, health insurance, worker's compensation, unemployment compensation, or unemployment compensation any other insurance or employee benefit.
  - (5) Payment The contractor is to be compensated for the services to be performed under this agreement as follows: Contractor will receive \$40 per class instructed. Contractor will submit an invoice at the end of each month that includes class dates that were instructed and fees owed for that month.

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 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 with a 10-day 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 parties' entire agreement, and it may be changed or modified only in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have e	xecuted this agreement on $\underline{\mathcal{L}}$	pt. 3, 20 <u>25</u> .
City of Streetsboro:	Contractor:	
By: Glenn M Broska, Mayor	William J-Va	LEan
Certificate of Available Funds In accordance with R.C. 5705.14(D), I certif in line item number 205.32.5369 (Rec Con	y that the amount required to n tract Services) AND 217.33.533	neet this obligation is available 8 (Senior Contract Services).
By: Finance Director	Date:	20
Approved As To Form:		

Law Director