

THE CITY OF STREETSBORO, OHIO

REGULAR COUNCIL MEETING AGENDA

Monday, December 28, 2020

TIME: Immediately following the Finance Committee Meeting
PLACE: Streetsboro City Council Chambers
PRESIDENT: Jon Hannan 330-931-5451
VICE PRESIDENT: Julie Field 440-503-5411

1. **Call to Order** President of Council
2. **Roll Call** Clerk of Council
3. **Disposition of Minutes**
Regular Council Meeting of November 23, 2020
Organizational Meeting of December 14, 2020
Regular Council Meeting of December 14, 2020
4. **Citizens' Comments**
5. **Reports/Communications from Depts/Boards/Commissions**
6. **Introduction of Legislation Containing Statement of Emergency**
T-6951 Amend 2020 Annual Appropriations [#16]
T-6952 Adopt 2021 Appropriations
T-6953 Property and Casualty and Cyber Insurance
T-6954 Contract w/Laconti for Back up Inspections
T-6955 Contract w/CT Consultants for Chief Building Official, Plan Reviews
T-6956 Contract w/Inspection Solutions for Inspection Services
T-6957 Authorize Purchase and Upgrade of Taser Units for Police Department
T-6958 Authorize Further PD Elevator Repairs
T-6959 Amend Ord. No. 2020-177 Repair Dump Truck #900
T-6960 Authorize Annual Public Defender Contract
T-6961 Purchase Fire Department Mattresses and Recliners
T-6962 Authorize GPD Engineering Services for 2021
T-6963 Agmt w/Bowman Appraisal Services for SR 43N land acquisition
T-6964 Agmt w/O.R. Colan Associate for SR 43N land acquisition
T-6965 Final ODOT Legislation for SR 14 Widening to Diagonal Road
T-6966 Authorize 2020 Fund Transfers
7. **First Reading**
T-6967 Amend Section 121.07 Relating to Council Compensation
T-6968 Annual Authorization to Purchase Replacement Waterlines and Repair Parts
T-6969 Annual Authorization to Purchase Hydrant Replacement and Repair Parts
T-6970 Authorization for 2021 Asphalt Preservation Program

8. **Second Reading**
T-6950 Amend Code Regarding Building Inspections and Related Fees
9. **Third Reading**
None.
10. **Mayor's Report**
11. **President of Council's Comments**
12. **Council Members' Comments**
13. **Announcements**
City Hall will be closed Friday, January 1, 2021 for New Year's Day.
There will be a Safety Committee Meeting, a Service Committee Meeting, and a Regular Council Meeting on Monday, January 11, 2021 starting at 7:00 in Council Chambers.
14. **Adjournment**

cc: Newspaper

Ordinance No. _____

Passed _____, _____

AN ORDINANCE AMENDING ORDINANCE NO. 2019-168, THE 2020 ANNUAL APPROPRIATION ORDINANCE. [#16]

WHEREAS, it is necessary to amend certain 2020 appropriations provided for in the 2020 Annual Appropriations Ordinance in order to adequately administer the City's resources in accordance with financial requirements now known; and

WHEREAS, the 2020 appropriations were previously amended by Ordinance No. 2020-163 passed November 23, 2020, Ordinance No. 2020-152 passed November 9, 2020, Ordinance No. 2020-137 passed October 26, 2020, Ordinance No. 2020-118 passed September 28, 2020, Ordinance No. 2020-106 passed September 14, 2020, Ordinance No. 2020-100 passed August 24, 2020, Ordinance No. 2020-91 passed July 13, 2020, Ordinance No. 2020-84 passed June 22, 2020, Ordinance No. 2020-79 passed June 8, 2020, Ordinance No. 2020-73 passed May 18, 2020, Ordinance No. 2020-65 passed April 27, 2020, Ordinance No. 2020-49 passed March 23, 2020, Ordinance No. 2020-36 passed March 9, 2020, Ordinance No. 2020-25 passed February 24, 2020, and Ordinance No. 2020-10 passed January 27, 2020; and

WHEREAS, pursuant to Section 4.13 of the City Charter, this Ordinance will take effect immediately upon approval by the Mayor,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, that:

SECTION 1: The 2020 Annual Appropriations Ordinance is hereby amended as set forth in Exhibit "A" hereto, which is attached and incorporated as if fully rewritten herein.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 3: This Ordinance shall take effect immediately upon the signature of the Mayor pursuant to Section 4.13 of the City Charter.

PASSED: _____ Date Jon Hannan, President of Council

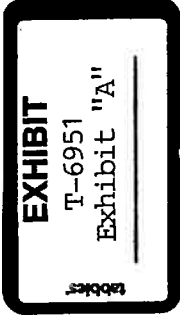
ATTEST: _____ Caroline L. Kremer, Clerk of Council

APPROVED: _____ Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: _____ Franklin Beni, Law Director

Date Submitted to Mayor for Approval: _____ Returned: _____

Sponsored by: Finance Dept.



Line Item	Project #	Department	Description	Amount	Comment(s):
INCREASE IN ESTIMATED RESOURCES:					
401-81-4176		Statutory	On Behalf Payments	\$ 487,739.00	2020 On Behalf Payments
			Total Capital Fund	\$ 487,739.00	
702-43-4198		Engineering	Mud Bond Receipts	\$ 3,000.00	Actual Mud Bond Receipts for 2020 are greater than budget
			Total Deposit Escrow Fund	\$ 3,000.00	
			Total Increase In Estimated Resources	\$ 490,739.00	
INCREASE APPROPRIATIONS:					
101-11-5431		Police	Building Contractual Services	\$ 5,000.00	Monies needed for required elevator repair
			Total Police	\$ 5,000.00	
101-42-5541		Planning & Zoning	Legal Advertisement	\$ 250.00	Monies needed for est. remaining 2020 Legal Advertisements
			Total Planning & Zoning	\$ 250.00	
101-73-5611		Finance	Materials and Supplies	\$ 500.00	Monies needed to purchase Deposit Slips (est. cost w/shipping)
			Total Finance	\$ 500.00	
101-81-5335		Statutory	Payroll Services	\$ 500.00	Monies needed for estimated remaining 2020 Payroll Expenditures
101-81-5613		Statutory	Vehicle Parts & Supplies	\$ 10,000.00	Monies needed for est. remaining 2020 Veh. & Supp. Expenditures
			Total Statutory	\$ 10,500.00	
			Total General Fund	\$ 16,250.00	
401-11-5745		Police	Equipment	\$ 21,000.00	Monies needed to Purchase Tasers (per Council Approval)
401-61-5727		Streets	SR 14 Widening PID 102234	\$ 221,428.00	2020 On Behalf Payments - SR 14 - PID #102234
401-61-5728		Streets	SR 43 - PID #106416	\$ 261,243.00	2020 On Behalf Payments - SR 43 - PID #106416
401-81-5729		Statutory	City Wide Signals Upgrade	\$ 5,068.00	2020 On Behalf Payments - City Wide Signals - PID #99879
			Total Capital Fund	\$ 508,739.00	
702-43-5955		Engineering	Mud Bond Refunds	\$ 3,000.00	Monies needed for estimated remaining 2020 Mud Bond Refunds
			Total Deposit Escrow Fund	\$ 3,000.00	
			Total Increase to Appropriations	\$ 527,989.00	
DECREASE APPROPRIATIONS:					
101-42-5129		Planning & Zoning	Stipend - Planning & Zoning Commission	\$ 250.00	Monies needed for est. remaining 2020 Legal Advertisements
			Total Planning & Zoning	\$ 250.00	
101-73-5231		Finance	PERS	\$ 500.00	Monies needed to purchase Deposit Slips (est. cost w/shipping)
			Total Finance	\$ 500.00	

Line Item	Project #	Department	Description	Amount	Comment(s):
101-81-5315		Statutory	RITA Administration Fees	\$ 5,000.00	Monies needed for required elevator repair
101-81-5317		Statutory	Elections	\$ 500.00	Monies needed for estimated remaining 2020 Payroll Expenditures
101-81-5626		Statutory	Gasoline & Fuel	\$ 10,000.00	Monies needed for est. remaining 2020 Veh. & Supp. Expenditures
			Total Statutory	\$ 15,500.00	
			Total General Fund	\$ 16,250.00	
401-11-5741		Police	Cruisers - Police	\$ 21,000.00	Monies needed to Purchase Tasers (per Council Approval)
			Total Capital Fund	\$ 21,000.00	
			Total Decrease to Appropriations	\$ 37,250.00	
				490,739.00	
				490,739.00	
				37,250.00	
				37,250.00	
				527,989.00	
				527,989.00	
				Net Change to 2020 Permanent Appropriations Budget	
				\$	

Ordinance No. _____

Passed _____, _____

AN ORDINANCE PROVIDING FOR THE ANNUAL APPROPRIATIONS OF MONIES FOR PLANNED EXPENDITURES OF THE CITY FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2021 AND ENDING DECEMBER 31, 2021.

WHEREAS, Ohio Revised Code §5705.38 requires local taxing authorities to pass an annual appropriations measure classified so as to set forth the amounts appropriated to each office, department and division of the taxing authority; and

WHEREAS, Article III, Section 3.04 of the City Charter requires the Mayor to submit an estimated budget for the coming fiscal year showing the requested appropriations for planned expenditures and capital projects for the calendar year; and

WHEREAS, on October 19, 2020, the Mayor, through the Finance Director, submitted an annual appropriations ordinance setting forth planned expenditures and estimated resources in conformance with applicable Code requirements,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, that:

SECTION 1: In order to provide for the planned current expenditures, capital project expenditures, and other expenses of the City of Streetsboro for the fiscal year beginning January 1, 2021 and ending December 31, 2021, the sums summarized in Exhibit "A," which is attached hereto incorporated herein by reference, are hereby appropriated and authorized for encumbrance and/or expenditure as provided therein. The Finance Director's statement of estimated resources for Fiscal Year 2021, set forth in detail in Exhibit "B," and incorporated herein by reference, is hereby approved.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 3: This Ordinance shall take effect immediately upon the signature of the Mayor pursuant to Section 4.13 of the City Charter.

PASSED: _____
Date Jon Hannan, President of Council

ATTEST: _____
Caroline L. Kremer, Clerk of Council

APPROVED: _____
Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: _____
Franklin Beni, Law Director

Date Submitted to Mayor for Approval: _____ Returned: _____

Sponsored by: Mayor Broska

RECORD OF ORDINANCES

Ordinance No. _____

Passed _____, _____

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITHOUT COMPETITIVE BIDDING WITH INSURANCE SPECIALISTS GROUP, INC. dba LOVE INSURANCE AGENCY FOR THE PROFESSIONAL SERVICES NECESSARY TO MANAGE THE CITY'S RISK MANAGEMENT AND INSURANCE PROGRAM AND FOR THE PURCHASE OF PUBLIC ENTITY INSURANCE COVERAGES FOR A PERIOD OF ONE YEAR COMMENCING JANUARY 1, 2021; AND DECLARING AN EMERGENCY IN ORDER TO MAINTAIN CONTINUITY OF COVERAGE.

BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into a contract without competitive bidding with Insurance Specialists, Inc. dba Love Insurance Agency, on the basis of its recent proposals, for the professional services necessary to manage the City's risk management and insurance program, including purchase of comprehensive public entity insurance coverage and cyber coverage, for a period of one year commencing January 1, 2021.

SECTION 2: The Director of Finance is hereby authorized and directed to make payment for the same from the General Fund, Account No. 101-81-5521.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 4: This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that continuity in provision of insurance services to the City is necessary for the proper functioning of the municipality, and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: _____
Date Jon Hannan, President of Council

ATTEST: _____
Caroline L. Kremer, Clerk of Council

APPROVED: _____
Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: _____
Franklin, Law Director

Date Submitted to Mayor for Approval: _____ Returned: _____

Sponsored by: Finance Director

RECORD OF ORDINANCES

Ordinance No. _____

Passed _____, _____

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITHOUT COMPETITIVE BIDDING WITH RICK LOCONTI TO PROVIDE THE CITY'S REQUIREMENTS FOR BACK-UP BUILDING OFFICIAL AND BACK-UP BUILDING, ELECTRICAL AND PLUMBING INSPECTION SERVICES DURING 2021; AND DECLARING AN EMERGENCY IN ORDER TO MAINTAIN CONTINUITY OF SERVICES.

BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into a contract without competitive bidding with Rick Loconti, based upon his recent proposal attached hereto, to provide the City's requirements for back-up building official services and back-up building, electrical and plumbing inspection services commencing January 1, 2021 through December 31, 2021 in the manner as determined and authorized by the Mayor and in the amounts and at rates set forth in the proposal, which is attached hereto as Exhibit "A" and incorporated as if fully rewritten herein.

SECTION 2: The Director of Finance is hereby authorized to encumber the funds and accounts lawfully appropriated for the purposes set forth in Section 1 hereof and directed to make payment for same from the General Fund, Account No; 101-41-5343.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 4: This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that continuity in provision of building department services to the City is necessary for the proper functioning of the municipality, and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: _____
Date Jon Hannan, President of Council

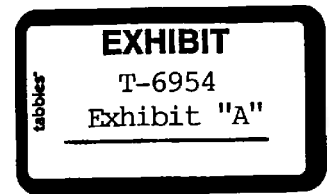
ATTEST: _____
Caroline L. Kremer, Clerk of Council

APPROVED: _____
Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: _____
Franklin Beni, Law Director

Date Submitted to Mayor for Approval: _____ Returned: _____

Sponsored by: Mayor Broska



AGREEMENT
by and between
City of Streetsboro
and
Rick Loconti

This Agreement is made as of this 1st day of January 2021, between the City of Streetsboro ("City"), a municipal corporation organized and existing under the Constitution and laws of the state of Ohio, and Rick Loconti, ("Contractor"), with his primary office at 9298 Russellhurst Drive, Kirtland, OH 44094, for the delivery of professional, certified building inspection services.

WITNESSETH;

IN CONSIDERATION of the mutual covenants hereinafter contained and the mutual benefit to be derived by the parties from the performance hereof, the parties herein agree as follows:

SERVICES

The City agrees to hire and Rick Loconti agrees to be hired to perform professional services as required by the City in the capacity of Building Inspector, Electrical Inspector, and Plumbing Inspector. All personnel performing services for the City under this Agreement shall be licensed by the State of Ohio to serve as, Building Inspector, Electrical Inspector, and Plumbing Inspector as the context of the work requires, and shall maintain such licensure throughout the term of this Agreement. Rick Loconti agrees that he may be identified as the City's backup building inspector, backup electrical inspector, and backup plumbing inspector in the City's submissions to the State of Ohio.

TERM

The term of this Agreement shall commence on the first day of the first month after the date first written above and shall terminate at the close of business on the last day of the twelfth month of the term of the Agreement. This Agreement may be renewed only upon written consent of both City and Rick Loconti. Either party may terminate this Agreement without cause upon 60 days written notice to the other.

FEE

Retainer: On the first day of each month in the Agreement term, the City of Streetsboro will pay a retainer fee of \$125.00 to Rick Loconti. In exchange for said fee, Rick Loconti will be listed as a Back-up Building Inspector, Back-up Electrical Inspector, and Back-up Plumbing Inspector.

Inspections: A charge of \$75.00 per inspection within the city will be charged. Multiple inspections performed at the same house, condominium unit, apartment unit or business will be charged as one (1) inspection.

Billing and Payment: Rick Loconti shall invoice the City the first day of each month for services rendered in the prior month. The City will endeavor to submit payment in full within 30 days. However, the City will not be liable for late fees, penalties or interest. All payments, in satisfaction of monthly invoices shall be made to: **Rick Loconti** at 9298 Russellhurst Drive, Kirtland, OH 44094.

INSURANCE

Rick Loconti shall maintain the following coverage at his own expense throughout the term of this Agreement: 1) Errors and Omissions liability coverage with liability limits of \$1,000,000; and 2) Personal injury, bodily injury and property damage liability insurance, including automobile coverage, with liability limits of at least \$1,000,000 per occurrence. Upon request, certificates of insurance will be provided to the City.

WORKERS COMPENSATION INSURANCE

In the event Rick Loconti employs any persons, they shall comply with all State of Ohio requirements for Workers Compensation Insurance.

TAXES

The City is a tax exempt public agency. No transactional taxes of any sort will added to invoices presented to the City. The City shall have the right to deduct any such taxes from payments made on any invoice.

ASSIGNMENT

Neither this Agreement nor the work or rights established hereunder shall be sold, subcontracted, assigned, transferred, pledged or hypothecated in any manner without the express written consent of the City.

POLITICAL CONTRIBUTIONS

Rick Loconti materially represents that no prohibited entity has, within the previous two calendar years, made one or more contributions totaling in excess of \$1,000.00 to the Mayor of Streetsboro or to the Mayor's campaign committee. For the purposes of this section, if the contractor is an individual, the prohibited entity includes the individual and his or her spouse. If the contractor is a partnership limited liability company or association (including, without limitation, a professional association organized under Chapter 1785 of the Revised Code), estate, or trust, then the prohibited entity includes any member, partner, shareholder, administrator, executor, or trustee or the spouse of any of them. If the contractor is a corporation or business trust (except a professional association organized under Chapter 1785 of the Revised Code), then the prohibited entity includes an owner of more than twenty percent (20%) of the corporation or business trust or the spouse of that person.

FINDINGS FOR RECOVERY

Rick Loconti materially represents that he is not subject to an unresolved finding for recovery of public money issued by the State Auditor under Section 9.24 of the Revised Code or, if subject to such a finding, it has taken the appropriate remedial steps required under said section to qualify to hold a public contract, or otherwise does qualify under said section to hold a public contract.

FISCAL OFFICER'S CERTIFICATE OF AVAILABLE FUNDS

The maximum amount of money lawfully appropriated to payment of the contractor's invoices under this Agreement is set forth in the Fiscal Officer's Certification of Available Funds, appended to this Agreement. No officer, employee or agent of the City is authorized to commit the City to payment of money in excess of the certified amount, whether by change order, adjustment of quantities, or otherwise, unless a revised certificate of available funds is provided. It is the contractor's sole obligation to ensure that uncompensated work is not undertaken.

IN WITNESS WHEREOF, the Mayor, on behalf of the City, and Rick Loconti, by its duly authorized, have executed this Agreement this 4th day of January, 2021.

CITY OF STREETSBORO

RICK LOCONTI

By: _____
Glenn M. Broska, Mayor

By: _____

Witness: _____

Witness: _____

Witness name _____
(printed)

Witness name _____
(printed)

CERTIFICATE OF FINANCE DIRECTOR – FISCAL YEAR 2021

I hereby certify that the amount of \$ _____ required to meet the foregoing contract, agreement or obligation which will accrue during the present fiscal year has been lawfully appropriated, authorized or directed for such purposes, and is in the City treasury, or in the process of collection to the credit of the fund, free from any outstanding obligation.

Date

Jennifer Esarey, Finance Director

Ordinance No. _____

Passed _____, _____

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITHOUT COMPETITIVE BIDDING WITH CT CONSULTANTS INC. TO PROVIDE THE CITY'S REQUIREMENTS FOR PROFESSIONAL CHIEF BUILDING OFFICIAL, PLAN REVIEW AND INSPECTION SERVICES DURING 2021; AND DECLARING AN EMERGENCY IN ORDER TO MAINTAIN CONTINUITY OF SERVICES.

BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into a contract without competitive bidding with CT Consultants, Inc., based upon its proposal dated December 14, 2020, to provide the City's requirements for professional chief building official, plan review and inspection services commencing January 1, 2021 through December 31, 2021 in the manner as determined and authorized by the Mayor and in the amounts and at rates set forth in the Proposal, which is attached hereto as Exhibit "A" and incorporated as if fully rewritten herein.

SECTION 2: The Director of Finance is hereby authorized to encumber the funds and accounts lawfully appropriated for the purposes set forth in Section 1 hereof and directed to make payment for same out of said funds and accounts.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 4: This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that continuity in provision of building department services to the City is necessary for the proper functioning of the municipality, and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: _____
Date Jon Hannan, President of Council

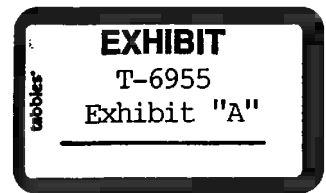
ATTEST: _____
Caroline L. Kremer, Clerk of Council

APPROVED: _____
Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: _____
Franklin Beni, Law Director

Date Submitted to Mayor for Approval: _____ Returned: _____

Sponsored by: Mayor Broska



**CT CONSULTANTS, INC.
HOURLY FEES
FOR THE CITY OF STREETSBORO
BUILDING DEPARTMENT SERVICES**

FEE AND BILLING

CT Consultants, Inc. (CT) will accomplish Building Department Services for the City of Streetsboro on an hourly basis. Invoices for City requested work only will be submitted monthly based on that portion of work actually completed during the month. Invoices are due upon receipt and past due 30-days after receipt.

These services and rates are valid through December 31, 2021. Hourly rates are as follows:

Commercial/Residential Building Official	\$200 per hour
Commercial Building, Mechanical & Electrical Review	\$140 per hour
Fire Protection Systems Review	\$140 per hour
Residential/Deck Plan Review	\$110 per hour
Administrative Support	\$ 50 per hour

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RECEIVED
DEC 14 2020
CLERK OF COUNCIL
STREETSBORO, OHIO

Ordinance No. _____

Passed _____, _____

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITHOUT COMPETITIVE BIDDING WITH INSPECTION SOLUTIONS LLC TO PROVIDE THE CITY'S REQUIREMENTS FOR BACK-UP CHIEF BUILDING OFFICIAL AND BACK-UP BUILDING, ELECTRICAL AND PLUMBING INSPECTION SERVICES DURING 2021; AND DECLARING AN EMERGENCY IN ORDER TO MAINTAIN CONTINUITY OF SERVICES.

BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into a contract without competitive bidding with Inspection Solutions LLC, based upon its proposal attached hereto, to provide the City's requirements for back-up chief building official services and back-up building, electrical and plumbing inspection services commencing January 1, 2021 through December 31, 2021 in the manner as determined and authorized by the Mayor and in the amounts and at rates set forth in the proposal, which is attached hereto as Exhibit "A" and incorporated as if fully rewritten herein.

SECTION 2: The Director of Finance is hereby authorized to encumber the funds and accounts lawfully appropriated for the purposes set forth in Section 1 hereof and directed to make payment for same out of said funds and accounts.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 4: This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that continuity in provision of building department services to the City is necessary for the proper functioning of the municipality, and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: _____
Date Jon Hannan, President of Council

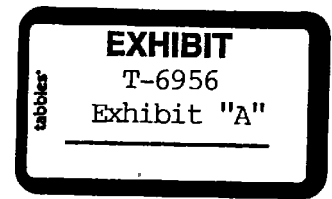
ATTEST: _____
Caroline L. Kremer, Clerk of Council

APPROVED: _____
Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: _____
Franklin Beni, Law Director

Date Submitted to Mayor for Approval: _____ Returned: _____

Sponsored by: Mayor Broska



AGREEMENT
by and between
City of Streetsboro
and
Inspection Solutions, LLC

This Agreement is made as of this 1st day of January 2021, between the City of Streetsboro ("City"), a municipal corporation organized and existing under the Constitution and laws of the state of Ohio, and Inspection Solutions, LLC, ("Contractor"), with his primary office at 8460 Lincoln Drive, Chesterland, OH 44026, for the delivery of professional, certified building inspection services.

WITNESSETH;

IN CONSIDERATION of the mutual covenants hereinafter contained and the mutual benefit to be derived by the parties from the performance hereof, the parties herein agree as follows:

SERVICES

The City agrees to hire and Inspection Solutions, LLC, agrees to be hired to perform professional services as required by the City in the capacity of Building Inspector, Electrical Inspector, and Plumbing Inspector. All personnel performing services for the City under this Agreement shall be licensed by the State of Ohio to serve as, Building Inspector, Electrical Inspector, and Plumbing Inspector as the context of the work requires, and shall maintain such licensure throughout the term of this Agreement. Inspection Solutions, LLC agrees that he may be identified as the City's backup building inspector, backup electrical inspector, and backup plumbing inspector in the City's submissions to the State of Ohio.

TERM

The term of this Agreement shall commence on the first day of the first month after the date first written above and shall terminate at the close of business on the last day of the twelfth month of the term of the Agreement. This Agreement may be renewed only upon written consent of both City and Inspection Solutions, LLC. Either party may terminate this Agreement without cause upon 60 days written notice to the other.

FEE

Retainer: On the first day of each month in the Agreement term, the City of Streetsboro will pay a retainer fee of \$125.00 to Inspection Solution, LLC. In exchange for said fee, Inspections Solutions, LLC, will be listed as a Back-up Building Inspector, Back-up Electrical Inspector, and Back-up Plumbing Inspector.

Inspections: A charge of \$75.00 per inspection within the city will be charged. Multiple inspections performed at the same house, condominium unit, apartment unit or business will be charged as one (1) inspection.

Billing and Payment: Inspection Solutions, LLC shall invoice the City the first day of each month for services rendered in the prior month. The City will endeavor to submit payment in full within 30 days. However, the City will not be liable for late fees, penalties or interest All

payments, in satisfaction of monthly invoices shall be made to: **Inspections Solutions, LLC**
8460 Lincoln Drive, Chesterland, Ohio 44026.

INSURANCE

Inspection Solutions, LLC shall maintain the following coverage at his own expense throughout the term of this Agreement: 1) Errors and Omissions liability coverage with liability limits of \$1,000,000; and 2) Personal injury, bodily injury and property damage liability insurance, including automobile coverage, with liability limits of at least \$1,000,000 per occurrence. Upon request, certificates of insurance will be provided to the City.

WORKERS COMPENSATION INSURANCE

In the event Inspection Solutions, LLC employs any persons, they shall comply with all State of Ohio requirements for Workers Compensation Insurance.

TAXES

The City is a tax exempt public agency. No transactional taxes of any sort will added to invoices presented to the City. The City shall have the right to deduct any such taxes from payments made on any invoice.

ASSIGNMENT

Neither this Agreement nor the work or rights established hereunder shall be sold, subcontracted, assigned, transferred, pledged or hypothecated in any manner without the express written consent of the City.

POLITICAL CONTRIBUTIONS

Inspection Solutions, LLC., materially represents that no prohibited entity has, within the previous two calendar years, made one or more contributions totaling in excess of \$1,000.00 to the Mayor of Streetsboro or to the Mayor's campaign committee. For the purposes of this section, if the contractor is an individual, the prohibited entity includes the individual and his or her spouse. If the contractor is a partnership limited liability company or association (including, without limitation, a professional association organized under Chapter 1785 of the Revised Code), estate, or trust, then the prohibited entity includes any member, partner, shareholder, administrator, executor, or trustee or the spouse of any of them. If the contractor is a corporation or business trust (except a professional association organized under Chapter 1785 of the Revised Code), then the prohibited entity includes an owner of more than twenty percent (20%) of the corporation or business trust or the spouse of that person.

FINDINGS FOR RECOVERY

Inspection Solutions, LLC., materially represents that he is not subject to an unresolved finding for recovery of public money issued by the State Auditor under Section 9.24 of the Revised Code or, if subject to such a finding, it has taken the appropriate remedial steps required under said section to qualify to hold a public contract, or otherwise does qualify under said section to hold a public contract.

FISCAL OFFICER'S CERTIFICATE OF AVAILABLE FUNDS

The maximum amount of money lawfully appropriated to payment of the contractor's invoices under this Agreement is set forth in the Fiscal Officer's Certification of Available Funds, appended to this Agreement. No officer, employee or agent of the City is authorized to commit the City to payment of money in excess of the certified amount, whether by change order, adjustment of quantities, or otherwise, unless a revised certificate of available funds is provided. It is the contractor's sole obligation to ensure that uncompensated work is not undertaken.

IN WITNESS WHEREOF, the Mayor, on behalf of the City, and Inspection Solutions, LLC, by its duly authorized, have executed this Agreement this 4th day of January, 2021.

CITY OF STREETSBORO

Inspection Solutions, LLC

By: _____
Glenn M. Broska, Mayor

By: _____
Dave. T Hocevar, President

Witness: _____

Witness: _____

Witness name _____
(printed)

Witness name _____
(printed)

CERTIFICATE OF FINANCE DIRECTOR – FISCAL YEAR 2021

I hereby certify that the amount of \$ _____ required to meet the foregoing contract, agreement or obligation which will accrue during the present fiscal year has been lawfully appropriated, authorized or directed for such purposes, and is in the City treasury, or in the process of collection to the credit of the fund, free from any outstanding obligation.

Date

Jennifer Esarey, Finance Director

RECORD OF ORDINANCES

Ordinance No. _____ Passed _____

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH VANCE'S LAW ENFORCEMENT FOR THE UPGRADE AND PURCHASE OF EIGHTEEN (18) NEW TASER UNITS, EXTENDED WARRANTIES AND ACCESSORIES TO BE UTILIZED BY THE POLICE DEPARTMENT; AND DECLARING AN EMERGENCY TO EXPEDITE THE PURCHASE.

WHEREAS, in 2013 the Police Chief determined that the Department needed to begin to replace the Taser ECD models being utilized by the Police Department in order to continue to provide for the health and safety of the police officers and residents of our community; and

WHEREAS, the Police Chief purchased and replaced all of the Taser units needed to be used by the Police Department between the years 2013 and 2015; and

WHEREAS, the warranty period covering the Taser units currently being utilized by the Police Department has expired and the units have reached the end of their life expectancy; and

WHEREAS, the Police Chief has determined that the Taser units need to be replaced and has obtained the attached quote and confirmed that it is under the state bid pricing;

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio:

SECTION 1: That the Mayor and/or Police Chief are hereby authorized to purchase eighteen (18) Tasers with the necessary accessories and extended warranty coverage for the units for the Streetsboro Police Department at a cost of Nine Hundred Sixty-Four Dollars and Five Cents (\$964.05) per unit with a total expenditure not to exceed Twenty-Five Thousand Four Hundred Forty-Four Dollars and Thirty-Two Cents (\$25,444.32) as more fully described in the quote attached hereto and incorporated herein as Exhibit "A".

SECTION 2: That the Director of Finance is hereby authorized and directed to make payment for same from the Capital Fund, Account No: 401-11-5745.

SECTION 3: That all formal actions of Council relating to the adoption of this Ordinance, and all deliberations of Council and any of its committees leading to such action, were in meetings open to the public as required by R.C. 121.22.

SECTION 4: That this Ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that the Ordinance become effective immediately to maintain the safety of residents and employees. For this reason and other reasons manifest to this Council, this Ordinance shall take effect and be in force immediately upon proper passage by Council and approval by the Mayor.

PASSED: _____ Date _____ Jon Hannan, President of Council

ATTEST: _____ Caroline L. Kremer, Clerk of Council

APPROVED: _____ Date _____ Glenn M. Broska, Mayor

Prepared and approved as to legal content by: _____ Franklin Beni, Law Director

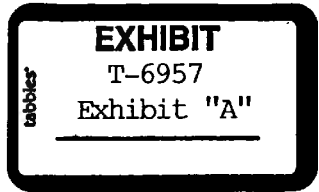
Date Submitted to Mayor for Approval: _____ Returned: _____

Sponsored by: Police Chief



Send PO's To:
 3723 Cleveland Ave
 Columbus, OH 43224
 ph (614)471-0712
 fx (614)471-2134

Remit Pymt To:
 4250 Alum Creek Dr
 Obetz, OH 43207
 ph (614)489-5025
 fx (614)489-5077



Account Name STREETSBORO POLICE DEPARTMENT
 Contact Name Lt. Troy Beaver
 Bill To 2080 SR 303
 STREETSBORO, OH 44241
 Phone 330-626-4976
 Email tbeaver@streetsboropolice.com

Date 12/9/2020
 Quote Number 00036663
 Prepared By Doug Vance

Quantity	Style	Product Family	Description	Unit	Quantity	Sales Price	Total Price
18.00	11002	Taser	Black X26P CEW, Class III Laser	Each		\$964.05	\$17,352.90
18.00	11004	Taser	4-Year Extended Warranty on Taser X26P Handle	Each		\$297.75	\$5,359.50
28.00	22010	Taser	Performance Power Magazine (PPM)	Each		\$59.03	\$1,652.84
2.00	44HT00BK-R-B	Blackhawk	Holster for X26P, Blackhawk, RH (Taser #11501)	Each		\$57.62	\$115.24
2.00	44HT00BK-L-B	Blackhawk	Holster for X26P, Blackhawk, LH (Taser #11504)	Each		\$57.62	\$115.24
20.00	44200	Taser	21' Field Use Cartridge for X26P	Each		\$27.17	\$543.40
10.00	44203	Taser	25' XP Field Use Cartridge for X26P	Each		\$30.52	\$305.20
Subtotal							\$25,444.32
Trade In Value							\$0.00
Shipping and Handling							\$0.00
Tax							\$0.00
Quote Grand Total							\$25,444.32

Payment Details

Net 30
 Check
 Credit Card

Number of Days
 Quote Valid

Quote Valid 30 Days

Name _____
 CC # _____

Office Use Only * Pricing is per the Ohio State Contract #800551.

Expires _____ CRV CODE _____
 CREDIT CARDS OVER \$1,000 incur a 3% SURCHARGE

Ordinance No. _____

Passed _____, _____

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITHOUT COMPETITIVE BIDDING WITH GABLE ELEVATOR INC. FOR ELEVATOR REPAIRS AT POLICE HEADQUARTERS, AND DECLARING AN EMERGENCY IN ORDER TO EFFECT SUCH REPAIRS AS SOON AS POSSIBLE.

WHEREAS, the purchase authorized by this ordinance is exempt from competitive bidding pursuant to Section 735.051 of the Ohio Revised Code,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into a contract without competitive bidding with Gable Elevator, Inc., based upon its proposal dated December 3, 2020, for necessary repairs to the elevator system at Police Headquarters.

SECTION 2: The Director of Finance is hereby authorized and directed to make payment for the same from the General Fund, Account No. 101-11-5431.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 4: This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that the failure of the elevator system at Police Headquarters presents the threat of a genuine emergency, and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest period allowed by law.

PASSED: _____
Date Jon Hannan, President of Council

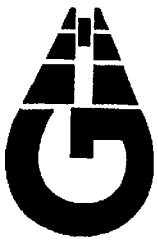
ATTEST: _____
Caroline L. Kremer, Clerk of Council

APPROVED: _____
Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: _____
Franklin Beni, Law Director

Date Submitted to Mayor for Approval: _____ Returned: _____

Sponsored by: Police Dept.



Gable Elevator, Inc.
 121 E Ascot Lane
 Cuyahoga Falls, OH 44223
 330.963.3353
 330.963.3160 Fax

Gable Elevator

ESTIMATE

Number: 20,127
Issue Date: 12/3/2020
Issued by:
Valid Term: Thirty (30) days

To:

Streetsboro Police Dept
 2080 SR 303
 Streetsboro, OH 44241
 (330) 626-4976

Equipment Location:

Streetsboro Police Dept
 2080 SR 303
 Streetsboro, OH 44241

After further troubleshooting we found a software chip is needed to program the board to the elevator. This price is for the parts only. Labor will be billed at your discounted rate, as further programming may be require after installation.

Gable Elevator requires written authorization prior to ordering any parts or scheduling any repair work. Once the parts are ordered and received, the return service work will be scheduled.

It is also agreed by the Customer that should they be delinquent in the payment of any amount due under this contracted work for a period of more than 30 days, from the due date, Gable Elevator, Inc shall be entitled to charge and receive a monthly finance charge not to exceed 1-1/2 percent per month on the unpaid balance. This charge is not intended to be punitive, but rather shall be reflected as an earned charge for carrying the Customer's account beyond a reasonable payment period beyond billing.

Please note, Gable Elevator warranties their labor for 30 days, and parts warranties are determined by the manufacturer.

Should you have any questions, please contact our office.

Quantity	Description	Unit Price	Amount
1.00	Software Chip	\$4,180.00	\$4,180.00

Total Amount **\$4,180.00**

I hereby authorize the above work to be performed.

Authorized Representative's Signature

Date

____/____/____

Ordinance No. _____

Passed _____, _____

AN ORDINANCE AMENDING SECTION 1 OF ORDINANCE NO. 2020-177 AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITHOUT COMPETITIVE BIDDING WITH CERNI MOTOR SALES INC. FOR MOTOR VEHICLE REPAIRS AND REPLACEMENT PARTS FOR A CITY OWNED DUMP TRUCK AND DECLARING AN EMERGENCY IN ORDER TO EFFECT SUCH REPAIRS AS SOON AS POSSIBLE.

WHEREAS, by way of Ordinance No: 2020-177, passed December 14, 2020, this Council authorized the Mayor to enter into a contract with Cerni Motor Sales Inc. for repairs to a city owned plow/dump truck #900; and

WHEREAS, Cerni Motor Sales Inc. has advised the city that during disassembly, additional items were found to be in need of repair and the cost of the additional repairs arose after the passage of Ordinance No: 2020-177; and

WHEREAS, this Council has determined to amend Section 1 of Ordinance No; 2020-177, to read in full as follows (new text underlined; deleted text strikethrough);

SECTION 1: The Mayor is hereby authorized to enter into a contract without competitive bidding with Cerni Motor Sales Inc., based upon its proposal dated ~~December 4, 2020~~ December 15, 2020 for necessary replacement parts and repairs to the city owned International dump truck for the City of Streetsboro Service Department.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into a contract without competitive bidding with Cerni Motor Sales Inc., based upon its proposal dated December 15, 2020 for necessary replacement parts and repairs to the city owned International dump truck for the City of Streetsboro Service Department.

SECTION 2: The Director of Finance is hereby authorized and directed to make payment for the same from, Account No. 101-81-5613.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 4: This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that the needed repairs to the city owned dump truck are necessary for the efficient operation of the department, and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest period allowed by law.

PASSED: _____
Date Jon Hannan, President of Council

ATTEST: _____
Caroline L. Kremer, Clerk of Council

CERNI MOTOR SALES INC

5751 CERNI PL (I80/RT46) - YOUNGSTOWN, OH 44515

Phone: (330) 652-9917 - Fax: (330) 652-0067

Estimate Number: 3051457 - RO Number: 11031

Service Writer: Samantha Rusu - Date: 12/4/2020 11:42 AM (C)

Repair Management

BY **NAVISTAR**



Currency: USD

Unit No: 900

city of streetsboro

VIN: 3HTWDAAR27N474991
 Model: 7400 SFA 4X2
 Engine: INTL DT466 HT 260HP/2400 GOV
 Make: International
 Delivered: 1/8/2007
 In Service: 13 Years 11 Months
 Mileage: 64581 Eng Hrs: 7079

Recall/AFC: No

Contact Name: BOBBY X
 Position: service-primary
 Phone: (330) 626-2856
 E-Mail: mechanics@cityofstreetsboro.com
 PO Number:

Operation (All Sections)	Labor Cost	Parts Cost	Core Charge	Total Cost
Cylinder Head Or Replace Gasket, R & R And/Or Replace (1) HEAD RENEW CYLINDER (05-06MY) (1) KIT, CYL HEAD GSKET (1) BOLT PREVAILING TORQUE (1) KIT EGR BOLT AND WASHER (1) TUBE ASSY TURBO OIL INLET (1) MANIFOLD, REAR EGR EXHAUST (1) MANIFOLD CENTER SECTION LOW MT (1) MANIFOLD, FRONT EGR EXHAUST (1) KIT EGR 17" COOLER (1) PIPE FLUID HEATER SUPPLY (1) BELT, FAN RIBBED "V" 8 PACKAGE 2032 MM	\$3,500.00	\$6,121.14	\$0.00	\$9,621.14
Oil Cooler Housing And/Or Gasket (I-6 ENGINES), Replace (1) MOD ASSY ENGINE OIL COOLER (5) COOLANT	\$700.00	\$869.56	\$0.00	\$1,569.56
Engine Oil And Filter, Change (32) OIL (1) FILTER	\$137.00	\$171.76	\$0.00	\$308.76
Sensor/Valve, Exhaust Gas Recirculation Valve (EGRV), Replace [Operation is Marked Pending.] (1) TUBE ASSY EGR COOLER SUPPLY (1) KT VALVE,KIT EGR VALVE (1) SEAL, COOLANT PORTAL	\$137.00	\$693.62	\$0.00	\$830.62
Air Inlet/Egr Mixer Duct, Replace [Operation is Marked Pending.] (1) DUCT ASSEMBLY INLET&EGR MXR W/HEATER (1) TUBE, EXHAUST BACK PRESSURE (1) THRMOSTA,THERMOSTAT ASSEMBLY (1) KIT HIGH PRESSURE HOSE ASSEMBLY (1) ELBOW ASSEMBLY, ADAPTER 60 DEGREE	\$274.00	\$1,462.35	\$0.00	\$1,736.35

Notes: [12/4/2020 11:42 AM] - Dealer: REPLACE CYLINDER HEAD

 [12/15/2020 1:35 PM] - Dealer: additional items found during disassembly

Parts:	\$9,318.43
Core:	\$0.00
Labor:	\$4,748.00
Shop:	\$150.00
Tax:	\$0.00
TOTAL:	<u>\$14,216.43</u>

Estimates are an approximation of charges to you, and they are based on the anticipated details of the work to be done. It is possible for unexpected complications to cause some deviation from the estimate.

Ordinance No. _____

Passed _____, _____

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH THE OFFICE OF THE PUBLIC DEFENDER OF PORTAGE COUNTY TO OBTAIN PROFESSIONAL SERVICES AS NECESSARY TO PROVIDE THE CITY'S REQUIREMENTS FOR INDIGENT DEFENSE COUNSEL DURING 2021; AND DECLARING AN EMERGENCY IN ORDER TO MAINTAIN CONTINUITY OF SERVICES.

BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into contract with the Office of the Public Defender of Portage County to obtain professional services as necessary to provide the City's requirements for counsel to indigent defendants during 2021.

SECTION 2: The Director of Finance is hereby authorized to make payment for same from the General Fund, Account No. 101-81-5341.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 4: This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that continuity in the provision of legal services to indigent defendants is necessary for the proper functioning of the municipality, and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: _____
Date Jon Hannan, President of Council

ATTEST: _____
Caroline L. Kremer, Clerk of Council

APPROVED: _____
Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: _____
Franklin Beni, Law Director

Date Submitted to Mayor for Approval: _____ Returned: _____

Sponsored by: Administration

CONTRACT FOR COUNTY PUBLIC DEFENDER SERVICE
TO MUNICIPAL CORPORATION



AGREEMENT

This AGREEMENT, which is subject to and conditioned upon approval by the Ohio Public Defender Commission, is entered into between the Portage County Public Defender Commission, hereinafter called the Commission, and the City of Streetsboro, Ohio, hereinafter called the City.

WHEREAS, the City recognizes its responsibilities under the laws of the State of Ohio and of the United States of America to provide legal counsel to indigent persons charged with potential loss of liberty under its municipal ordinances; and,

WHEREAS, the City, in furtherance of the execution of its legal responsibilities, desires to contract with the Commission for delivery of legal services and representation by the Portage County Public Defender to the City's indigent citizens and others so situated.

1. Scope of Work

The Commission shall, in a satisfactory and proper manner under the terms and conditions contained herein, provide legal counsel and representation to all indigent or otherwise eligible defendants charged with criminal violations of the City's municipal ordinances which carry a potential penalty of incarceration. The eligibility for this service shall be determined by the Portage County Municipal Court and/or the Commission.

2. Compensation

The City shall pay to the Commission the sum of One Hundred and Fifty Dollars (\$150.00) per charge which shall constitute payment for services rendered, and which is acknowledged by the parties as a fee which does not and shall not exceed the fee schedule in effect and adopted by the Portage County Commission for appointed counsel pursuant to its Resolution No. 99-377, dated June 1, 1999. In the event a case is closed and subsequently reopened under the same case number, the Commission shall be entitled to payment as if an additional criminal charge has been filed. The Commission shall provide an itemized accounting of cases handled in each quarter of the year.

3. Term of Service

The duration of this contract shall be for one (1) year commencing on January 1, 2021, and shall terminate on December 31, 2021, subject to the following:

(a) The Commission shall not assign all or any part of this AGREEMENT without the prior written consent of the City, which consent shall not be reasonably withheld. (b) If the Commission should fail to fulfill in a reasonable, timely and proper manner, its obligations under this AGREEMENT, or if the Commission should substantially violate any of the covenants, agreements, or stipulations of this AGREEMENT, the City shall thereupon have the right to terminate this AGREEMENT by giving written notice to the Commission of such termination and specifying an effective date thereof at least sixty (60) days before the effective date of said termination. Termination by the City shall not constitute a waiver of any other right or remedy it may have at law or in equity for breach of the AGREEMENT by the Commission.

- (c) All amendments to this AGREEMENT agreed upon by the parties shall be in writing and made a part of this AGREEMENT.
- (d) There shall be no discrimination against any employee who is employed in the work covered by the AGREEMENT or against any application for such employment because of race, color, religion, sex or national origin. This provision shall apply but is not to be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, lay-off, termination, raises of pay or other forms of compensation, and selection for training, including apprenticeship. The Commission shall insert a similar provision in any sub-contract for services covered by this AGREEMENT.
- (e) The Commission covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement. No members of the Congress of the United States of America, or delegates thereto, and no resident commissioner shall share in any part hereof or any benefits arising here from.

4. Duties:

"Indigency shall be determined in conformity with all applicable standards of indigency under rule 120-1-03 of the Ohio Administrative Code and other rules and standards established by the Ohio Public Defender Commission and the Office of the Ohio Public Defender." "In addition to indigency determination, all rules, standards and guidelines issued by the office of the Ohio Public Defender and Ohio Public Defender Commission shall be followed."

IN WITNESS WHEREOF, the parties have hereunto set their hands this ____ day of _____, 20____

FOR THE CITY:

FOR THE COMMISSION:

CHAIRMAN

Upon review by the Ohio Public Defender Commission pursuant to OAC 120-1-09, the within AGREEMENT for public defender services between the City of Streetsboro, Ohio, and the Portage County Public Defender Commission is hereby approved.

FOR THE OHIO PUBLIC DEFENDER:

Ordinance No. _____

Passed _____

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITHOUT COMPETITIVE BIDDING WITH SHEELY'S FURNITURE AND APPLIANCE COMPANY, INC. FOR PURCHASE OF FURNITURE AND BEDDING MATERIALS FOR THE CITY FIRE DEPARTMENT, AND DECLARING AN EMERGENCY IN ORDER TO EXPEDITE THE PURCHASE.

WHEREAS, the purchase authorized by this ordinance is exempt from competitive bidding pursuant to Section 735.051 of the Ohio Revised Code,

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into a contract without competitive bidding with Sheely's Furniture and Appliance Company, Inc., based upon its proposal dated December 14, 2020, for the purchase of bedding materials and furniture for use at the City Fire Department.

SECTION 2: The Director of Finance is hereby authorized and directed to make payment for the same from the General Fund, Account No. 101-12-5745.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 4: This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that the City needs to respond to time sensitive proposal and expedite the purchase, and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest period allowed by law.

PASSED: _____
Date Jon Hannan, President of Council

ATTEST: _____
Caroline L. Kremer, Clerk of Council

APPROVED: _____
Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: _____
Franklin Beni, Law Director

Date Submitted to Mayor for Approval: _____ Returned: _____

Sponsored by: Fire Chief

Sheely's RECEIVED

furniture • appliances • mattresses

18813 NORTH MARKET PLACE DRI AURORA OH 44202
Phone: 330 562-3840

DEC 15 2020

STREETSBORO
FIRE DEPARTMENT

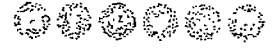


Estimated Date	Sales Order
02/10/21	1722578
SCD Pick Up Date	Date
	12/14/20

Sold To

STREETSBORO FIRE DEPARTMENT
9184 STATE ROUTE 43
STREETSBORO, OH 44241

Ship To



STREETSBORO FIRE DEPARTMENT
9184 STATE ROUTE 43
STREETSBORO, OH 44241

Home: 330 715-2982

THANK YOU

Sheely's cannot promise date of delivery for special order or due-in merchandise. Please be sure of your selection. A Minimum Fee of \$69 will apply for all exchanges or returns. Any approved return of in-stock furniture must be within 7 days, in delivered condition with all tags. **NO RETURNS OR CANCELLATIONS ON SPECIAL ORDER OR CLOSEOUTS. NO RETURNS ON BEDDING, POWER BASES OR APPLIANCES.**

Order Type	Salesperson	Customer #	Printed:
D - Delivery	BRIAN M.	1722538	12/14/20 05:34PM
czap1127@yahoo.com			

Ln#	Model/Brand/Description	Ord	Rsv'd	Price	Amount
1	SEA-3/3XL-EGCF-MATT *3/3XL ETHERIAL GOLD CF MATT 2020	5	0	\$549.00	\$2,745.00
2	PAB-3/3XL-PRE-PAD 3/3XL PREMIUM PAD	5	0	\$59.99	\$299.95
3	SEA-6/6-SEGE-SPBX 6/6 GOLDEN ELEGANCE 9" SPBX 2020	5	0	\$91.01	\$455.05

Merchandise:	\$3,500.00
Total Sales Order:	\$3,500.00

MASS PRODUCED, DISTRESSED & LEATHER FURNITURE IS NOT WARRANTED AGAINST VARIANCES IN COLOR & FINISH.

Amount Due:	\$3,500.00
--------------------	-------------------

STORE COPY

Sheely's RECEIVED

furniture • appliances • mattresses

18813 NORTH MARKET PLACE DRI AURORA OH 44202

Phone: 330 562-3840

DEC 15 2020

STREETSBORO
FIRE DEPARTMENT

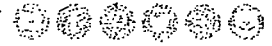


Estimated Date	Sales Order
02/10/21	1722579
SGD Pick-Up Date	Date
	12/14/20

Sold To

STREETSBORO FIRE DEPARTMENT
9184 STATE ROUTE 43
STREETSBORO, OH 44241

Ship To



STREETSBORO FIRE DEPARTMENT
9184 STATE ROUTE 43
STREETSBORO, OH 44241

Home: 330 715-2982

THANK YOU

Sheely's cannot promise date of delivery for special order or due-in merchandise. Please be sure of your selection. A Minimum Fee of \$69 will apply for all exchanges or returns. Any approved return of in-stock furniture must be within 7 days, in delivered condition with all tags. **NO RETURNS OR CANCELLATIONS ON SPECIAL ORDER OR CLOSEOUTS. NO RETURNS ON BEDDING, POWER BASES OR APPLIANCES.**

Order Type	Salesperson	Customer #	Printed:
D - Delivery	BRIAN M.	1722538	12/14/20 05:35PM
czap1127@yahoo.com			

Ln#	Model/Brand/Description	Ord	Rsv'd	Price	Amount
1	BCH-9B14-21816 BIG MAN'S WALL RECLINER-21816	2	0	\$799.00	\$1,598.00

Merchandise:	\$1,598.00
Total Sales Order:	\$1,598.00

MASS PRODUCED, DISTRESSED & LEATHER FURNITURE IS NOT WARRANTED AGAINST VARIANCES IN COLOR & FINISH.

Amount Due:	\$1,598.00
-------------	------------

STORE COPY



1722578

CONGRATULATIONS !

on your purchase from SHEELY'S Furniture and Appliance Co., Inc. We appreciate your business. To ensure a smooth delivery or pickup of your product we request that you read the following explanation of our delivery and store procedures.

If you absolutely, positively must have your purchase by a certain date, we **STRONGLY** recommend buying from our inventory. Sheely's does not compensate for factory or shipping delays, nor do we promise date of delivery for special order or due-in merchandise. We do enjoy the challenge of working closely with you and the factory to get what you want within an approximate time frame, however please understand that there are no guarantees. Unforeseen delays can occur (fabric delays, shortages, blizzards, hurricanes, etc.) and Sheely's does not want to spoil your party.

If your purchase is going up or down a flight of stairs, hallway, etc., please be careful when making your selection of large pieces - armoires, sofas, sectionals, poster beds and queen size foundations, oversized refrigerators, etc., to avoid the hassle and cost of reselection and redelivery.

RETURNS ,EXCHANGES & CANCELLATIONS: All cancellations, exchanges and returns will result in a minimum of a \$69 delivery fee. If you have financed the order, this charge may be applied to your financing account. The original delivery fee and any fabric protection fees are not refundable. All refunds take 7-14 days from the time your purchase is returned or cancelled. If you paid by credit card, your refund will be to your charge account. All other refunds will be paid by check.

Sheely's will not buy back "as-is" or "close-out" merchandise, table pads, fabric, pillows, mattress pads, sheets, etc.

THINGS TO KEEP IN MIND WHEN PICKING UP YOUR PURCHASE: Please notify us 2 days in advance before picking up your product. Our personnel will gladly help you load your purchase. Sheely's is not responsible for any damage caused to your product by mishandling, securing or transporting once it leaves our building. Securing and packing are the customer's responsibility.

YOUR FURNITURE DELIVERY: During inclement weather, please have plastic or throw rugs available to protect your carpet and flooring. Due to our insurance regulations, our delivery team cannot remove their shoes or wear shoe covers. **All C.O.D. deliveries must be paid prior to or on delivery/pick up of the product.** If this is not possible, ask about Sheely's special financing. Sheely's Furniture and Appliance Co., Inc. retains a purchased money security interest in any goods not paid in full.

Due to our large volume, wide delivery area and unforeseeable delays (traffic, weather, difficult installallons, etc.) Sheely's cannot give delivery times. Most deliveries are completed between 7:30 and 5:00. Sheely's is insured to move only the furniture being delivered. If you are not home or a call ahead cannot be reached and delivery cannot be completed, a charge will be added for redelivery.

Please do not refuse delivery because of a minor damage or defect. Sheely's has one of the best service teams in the industry. They can usually take care of the problem more quickly than the manufacturer and with less inconvenience to you. Since your satisfaction is important to us, please let our technicians show you one of the reasons why people buy at Sheely's. You have 7 days to inspect for delivery damage. All catalyzed finish products must be inspected at the time of delivery. Sheely's will repair or replace any damaged or defective item at our discretion according to manufacturer guidelines.

OUT OF ZONE SERVICE: In-warranty service will be provided in our store for items that have been delivered outside of our free delivery zone. Transportation of the product is the responsibility of the customer. First year in home service trip charge is equal to half of your delivery fee. Local factory authorized service centers will gladly be provided for appliance service including all Pennsylvania customers.

SPECIAL ORDERS: All special orders require a minimum 1/3 deposit. We cannot guarantee delivery dates on special orders. Any cancellation on special orders will result in a full loss of deposit and payments made. Any special order not delivered within 14 days of receipt requires layaway payments. Special orders are **NON-CANCELLABLE** at the factory level.

ERRORS: Please be aware the we reserve the right to change prices, terms and specifications without notice. We endeavor to accurately describe every product offered for sale; however, mistakes can sometimes be made. Any typographical, photographic, or specification error in a product description, pricing or offers is subject to correction or verification (including after an order has been placed).

LAYAWAYS: A 20% deposit is required on all layaway orders (special orders require 33%). Monthly payments of 1/6th of the remaining balance must be made. If you break or cancel the layaway agreement, 5% storage fees will be assessed on the value of the merchandise for each month the merchandise has been held. In addition, Sheely's also reserves the right to hold 50% of deposits and payments made on cancelled layaway order. **All layaways must be delivered within 14 days of the layaway term.**

SLEEP PRODUCTS: Bedding, pillows, sheets and power bases are non-returnable. Mattresses and foundations are warranted against structural defects such as wood frames, springs and border wires breaking. Ticking or fabrics on all sleep products are warranted for one year. Bedding with multiple layers of padding may develop a "body signature" of less than 1.5 inches, this is normal and is not a defect. A service charge will apply for any service after the one year free service expires. Manufacturers of sleep products carry their own warranties. We can assure you that we will make every effort to provide prompt and fair service on these products.

WARRANTIES: All warranties, if any, on all merchandise are from the manufacturer. Only the manufacturer and not Sheely's shall be liable for performance under such warranty, unless Sheely's furnishes buyer with a written warranty. Mass produced, distressed and leather furniture is not warranted against variance in color and finish. These are inherent to the product.

1. Prior to signing this order I have read and understand Sheely's store procedures,
2. Any service problems will be corrected in the home. Nothing is sold on approval.
3. Sheely's reserves the right to keep all or part of your deposit on cancellations and returns.
4. 14 day return with approval on all lamps and accessories with 10% restocking.

SIGNATURE _____

STORE COPY

Ordinance No. _____

Passed _____, _____

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH GPD GROUP TO PROVIDE ENGINEERING SERVICES FOR MULTIPLE DEPARTMENTS IN THE CITY DURING 2021; AND DECLARING AN EMERGENCY IN ORDER TO IMPLEMENT THE AGREEMENT BY THE FIRST OF THE YEAR.

WHEREAS, for several years GPD Group provided engineering services to the City and it has been recommended by the Administration to continue providing those services on an as needed basis; and

WHEREAS, the contract with GPD Group will be of a professional service nature and, therefore, bids or quotes for such services are not required (see Codified Ordinance §133.05(d)).

NOW, THEREFORE, BE IT ORDAINED by Council of the City of Streetsboro, Portage County, Ohio:

SECTION 1: That the Mayor hereby is authorized to retain the services of GPD Group to serve as the technical consultant and advisor on engineering matters within the City of Streetsboro commencing January 1, 2021, on an as needed basis and in a manner as determined and authorized by the Mayor in an amount and at rates reflected in the **Schedule of Hourly Rates** attached hereto and incorporated herein as "Exhibit A".

SECTION 2: That the Finance Director be, and hereby is, authorized to encumber and pay the funds necessary to meet this obligation, and by signing below certifies, in accordance with R.C. 5705.41(D), that such amount in fiscal year 2021 has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of the appropriate departmental funds free from any previous encumbrances.

SECTION 3: That all formal actions of Council relating to the adoption of this ordinance, and all deliberations of Council and any of its committees leading to such action, were in meetings open to the public as required by R.C. 121.22.

SECTION 4: That this Ordinance is hereby declared to be an emergency measure, for the reason that it is immediately necessary to continue to engage engineering services effective January 1, 2021, for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City, for this reason and other reasons manifest to this Council, this Ordinance shall take effect and be in force immediately upon proper passage by Council and approval by the Mayor.

PASSED: _____
Date Jon Hannan, President of Council

ATTEST: _____
Caroline L. Kremer, Clerk of Council

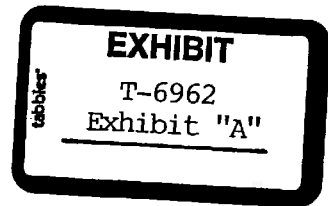
APPROVED: _____
Date Glenn M. Broska, Mayor

Certified as to available funds (R.C. 5705.41(D)) by: _____
Jennifer Esarey, Finance Director

Prepared and approved as to legal content by: _____
Franklin Beni, Law Director

Date Submitted to Mayor for Approval: _____ Returned: _____

Sponsored by: Administration



GPD Group – City of Streetsboro

Proposed Hourly Rate Schedule	2021 Rate	2020 Rate	Percent Increase	Service Change
Project Principal	\$130.00	\$130.00	0%	
Senior Project Manager	\$108.00	\$108.00	0%	
Senior Engineer	\$100.00	\$100.00	0%	
Senior Architect	\$100.00	\$100.00	0%	
Senior Landscape Architect	\$100.00	\$100.00	0%	
Landscape Architect	\$88.00	\$88.00	0%	
Design Engineer/Design Architect	\$93.50	\$93.50	0%	
Staff Engineer/Staff Architect	\$85.00	\$85.00	0%	
Engineer / Architect – Co-op/ Intern	\$55.00	\$55.00	0%	
Senior Environmental Scientist	\$105.00	\$105.00	0%	
Environmental Specialist	\$76.00	\$76.00	0%	
Senior Designer	\$78.00	\$78.00	0%	
Staff Designer	\$64.25	\$64.25	0%	
CAD Drafter	\$72.00	\$72.00	0%	
Construction Inspector	\$56.00	\$56.00	0%	
Construction Inspector (Overtime)	\$83.00	\$83.00	0%	
Construction Coordinator	\$75.00	\$75.00	0%	
Project Aid/Clerical	\$49.00	\$49.00	0%	
Survey Project Manager	\$100.00	\$100.00	0%	
Senior Surveyor	\$95.00	\$95.00	0%	
Surveyor	\$90.00	\$90.00	0%	
Senior Survey Technician	\$65.00	\$65.00	0%	
Survey Technician	\$55.00	\$55.00	0%	
Geotech – Project Manager	\$115.00	\$115.00	0%	
Drill / Lab / Field Manager	\$90.00	\$90.00	0%	
Sr. Driller & Field & Lab Tech	\$80.00	\$80.00	0%	
Driller & Field & Lab Tech	\$67.00	\$67.00	0%	
Asst. Driller & Field & Lab Tech	\$53.00	\$53.00	0%	
Geotech Field Supplies Fixed Costs	2021 Rate	2020 Rate		Service Change
Mortar Cubes (Each)	\$11.00	\$11.00		
Grout Prisms (Each)	\$21.50	\$21.50		
Concrete Test Cylinders (Each)	\$15.50	\$15.50		
Concrete Test Beams (Each)	\$45.00	\$45.00		
Drill Rig (per Day)	\$500.00	\$500.00		
Hydrovac Trailer (Per Day)	\$200.00	N/A		Added Service
Floor Flatness Gauge (Per Day)	\$115.00	\$115.00		
Nuclear Density Gauge (Per Day)	\$60.00	\$60.00		

Ordinance No. _____

Passed _____, _____

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BOWMAN APPRAISAL SERVICES, INC., TO PROVIDE APPRAISAL AND REVIEW SERVICES ASSOCIATED WITH THE RIGHT OF WAY ACQUISITION FOR THE STATE ROUTE 43 CORRIDOR PROJECT; AND DECLARING AN EMERGENCY TO EXPEDITE THE CONTRACT.

WHEREAS, the City of Streetsboro is undertaking a road improvement project, in conjunction with ODOT, for the addition of a two-way left turn lane on State Route 43 in the City of Streetsboro identified as POR-43-18.23 PID 106416; and

WHEREAS, the improvement project requires right of way acquisition for the addition of the two-way turn lane on State Route 43; and

WHEREAS, the right of way acquisition requires appraisal and review that is specific in character as defined in the Agreement.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio:

SECTION 1: That the Mayor is hereby authorized to enter into an Agreement (#35860) with Bowman Appraisal Services, Inc. in the form attached hereto and incorporated herein as Exhibit "A" for appraisal and review services associated with the right of way acquisition for the State Route 43 Corridor Project in an amount not to exceed Seventeen Thousand Four Hundred Sixty dollars (\$17,460.00).

SECTION 2: That all formal actions of Council relating to the adoption of this ordinance, and all deliberations of Council and any of its committees leading to such action, were in meetings open to the public as required by R.C. 121.22.

SECTION 3: That the Finance Director is hereby authorized to make payment for the acquisition appraisal services during fiscal year 2021 and duration of the contract from the Capital Fund, Account No: 401-61-5728.

SECTION 4: That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that it is immediately necessary to begin the process of acquiring the right of way for the improvement project. For this reason and other reasons manifest to this Council, this ordinance shall take effect and be in force immediately upon proper passage by Council and approval by the Mayor.

PASSED: _____
Date Jon Hannan, President of Council

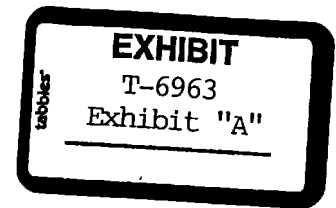
ATTEST: _____
Caroline L. Kremer, Clerk of Council

APPROVED: _____
Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: _____
Franklin Beni, Law Director

Date Submitted to Mayor for Approval: _____ Returned: _____

Sponsored by: Administration



CITY OF STREETSBORO

AGREEMENT NO. 35860

This Agreement No. 35860 entered into at Streetsboro, Ohio, this _____ day of _____, 2020, by and between the City of Streetsboro, hereinafter referred to as the City, and Bowman Appraisal Services, Inc., a corporation, hereinafter referred to as the Consultant, with an office located at 3321 Ridgehill Avenue, Alliance, Ohio 44601.

WITNESSETH:

That the City and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all design services as may be authorized by the City in subsequent written authorization or authorizations to proceed for the Project improvements in the City of Streetsboro, Portage County, Ohio, identified as POR-43-18.23, PID 106416.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice and Project Schedule transmittal letter together with the updated Invoice and Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement as follows.

Part 1: Appraisal Review

Unit of Work Compensation as established in the table below. The maximum prime compensation shall not exceed Seventeen Thousand Four Hundred Sixty Dollars (\$17,460.00). All work shall be performed on an "if authorized" basis. The fee shall accumulate as authorized (separate cost accounting is not required for each activity).

Appraisal Review		
Parcel Impact Note	parcel	\$120.00
Value Finding	parcel	\$700.00
Value Analysis	parcel	\$200.00

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement Seventeen Thousand Four Hundred Sixty Dollars (\$17,460.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2018 Edition".

CLAUSE IV - ADDITIONAL COMPENSATION

The City also agrees to compensate the Consultant, in addition to the Prime Compensation established in CLAUSE III herein above, for provision of additional services if authorized by proper modification of this Agreement.

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2018 Edition".
- (b) The attached Invoice & Progress Schedule.
- (c) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/TravelRule>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Mayor of the City of Streetsboro.

Bowman Appraisal Services, Inc.

By: _____

Title: _____

CITY OF STREETSBORO

Glenn M. Broska
Mayor

Agreement No. 35860
PID No. 106416
Federal Project No. E171459

CERTIFICATION OF CONSULTANT

I hereby certify that I am the _____, and duly authorized representative of the firm of Bowman Appraisal Services, Inc., whose address is 3321 Ridgehill Avenue, Alliance, Ohio 44601 and that neither I nor the above firm here represented has:

- a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above referenced consultant) to solicit or secure this contract,
- b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Ohio Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws both criminal and civil.

Date: _____ Signature: _____

Agreement No. 35860
PID No. 106416
Federal Project No. E171459

CERTIFICATION OF CITY

I hereby certify that I am the Mayor, of the City of Streetsboro, Ohio, and that the consulting firm of Bowman Appraisal Services, Inc., whose address is 3321 Ridgehill Avenue, Alliance, Ohio 44601, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- a) employ or retain, or agree to employ or retain, any firm or person,
- or
- b) pay, or agree to pay, to any firm, person, or organization, any fee contribution, donation, or consideration of any kind;

except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Ohio Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement pertaining to Federal Project No. E171459 involving participation of Federal-aid funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date: _____

CITY OF STREETSBORO

Glenn M. Broska
Mayor

RECORD OF ORDINANCES

Ordinance No. _____

Passed _____, _____

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH O.R. COLAN ASSOCIATES TO PROVIDE CONSULTING/ENGINEERING SERVICES ASSOCIATED WITH THE RIGHT OF WAY ACQUISITION FOR THE STATE ROUTE 43 CORRIDOR PROJECT; AND DECLARING AN EMERGENCY TO EXPEDITE THE CONTRACT.

WHEREAS, the City of Streetsboro is undertaking a road improvement project, in conjunction with ODOT, for the addition of a two-way left turn lane on State Route 43 in the City of Streetsboro identified as POR-43-18.23, PID 106416; and

WHEREAS, the improvement project requires right of way acquisition for the addition of the two-way turn lane that requires specific and defined services as set forth in the Agreement attached hereto.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio:

SECTION 1: That the Mayor is hereby authorized to enter into an Agreement (#35861) with O.R. Colan Associates in the form attached hereto and incorporated herein as Exhibit "A" for engineering and adjunct services associated with the right of way acquisition for the State Route 43 Corridor Project in an amount not to exceed Two Hundred Twenty-Three Thousand Five Hundred Sixty dollars (\$223,560.00).

SECTION 2: That all formal actions of Council relating to the adoption of this ordinance, and all deliberations of Council and any of its committees leading to such action, were in meetings open to the public as required by R.C. 121.22.

SECTION 3: That the Finance Director is hereby authorized to make payment for the engineering and adjunct services during the fiscal year 2021 and duration of the contract from the Capital Fund, Account No: 401-61-5728.

SECTION 4: That this ordinance is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that it is immediately necessary to begin the process of acquiring the right of way for the improvement project. For this reason and other reasons manifest to this Council, this ordinance shall take effect and be in force immediately upon proper passage by Council and approval by the Mayor.

PASSED:

_____ Date

_____ Jon Hannan, President of Council

ATTEST:

_____ Caroline L. Kremer, Clerk of Council

APPROVED:

_____ Date

_____ Glenn M. Broska, Mayor

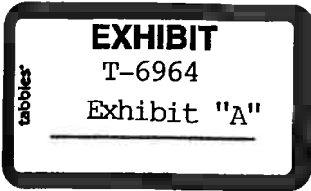
Prepared and approved as to legal content by:

_____ Franklin Beni, Law Director

Date Submitted to Mayor for Approval: _____

Returned: _____

Sponsored by: Administration



CITY OF STREETSBORO
AGREEMENT NO. 35861

This Agreement No. 35861 entered into at Streetsboro, Ohio, this _____ day of _____, 2020, by and between the City of Streetsboro, hereinafter referred to as the City, and O.R. Colan Associates, a corporation, hereinafter referred to as the Consultant, with an office located at 22710 Fairview Center Drive, Fairview Park, OH 44126.

WITNESSETH:

That the City and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all design services as may be authorized by the City in subsequent written authorization or authorizations to proceed for the Project improvements in the City of Streetsboro, Portage County, Ohio, identified as POR-43-18.23, PID 106416.

CLAUSE II - INVOICE & PROJECT SCHEDULE

The City and the Consultant agree to the attached Invoice and Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice and Project Schedule transmittal letter together with the updated Invoice and Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.

CLAUSE III - PRIME COMPENSATION

The City agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement as follows.

Part 1: Right of Way Acquisition Services for Title Researches, Appraisals, and Project Management.

Unit of Work Compensation as established in the table below. The maximum prime compensation shall not exceed Seventy-Five Thousand One Hundred Dollars (\$75,100.00). All work shall be performed on an "if authorized" basis. The fee shall accumulate as authorized (separate cost accounting is not required for each activity).

Project Management		
Project Management	parcel	\$175.00
Appraisals		
RE-95 Preparation	parcel	\$300.00
Self-Contained RW Appraisal	parcel	\$0.00
Summary RW Appraisal	parcel	\$0.00
Limited Scope Summary Appraisal	parcel	\$0.00
URAR/Residential RW	parcel	\$0.00
Value Finding	parcel	\$1,250.00
Value Analysis	parcel	\$600.00
Titles		
Abbreviated Title	parcel	\$350.00
Full Title (42 year)	parcel	\$600.00
Title Update	parcel	\$0.00

Part 2: Right of Way Acquisition Services for Negotiations, Closings, relocation Assistance and Project Management.

Unit of Work Compensation as established in the table below. The maximum prime compensation shall not exceed One Hundred Forth Eight Thousand Four Hundred Fifty Dollars (\$148,450.00). All work shall be performed on an "if authorized" basis. The fee shall accumulate as authorized (separate cost accounting is not required for each activity).

Negotiation		
Negotiation	parcel	\$1,800.00
Closings		
Mail Out	parcel	\$400.00
Formal	parcel	\$650.00
Title Update for Closing		
Title Update for Appropriation	parcel	\$250.00
Miscellaneous		
Miscellaneous	parcel	\$4,000.00
Copies and Recording fees	parcel	\$100.00

The total maximum prime compensation of all Parts which may be authorized for the subject Agreement is Two Hundred Twenty-Three Thousand Five Hundred Sixty Dollars (\$223,500.00).

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the City, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2018 Edition".

CLAUSE IV - ADDITIONAL COMPENSATION

The City also agrees to compensate the Consultant, in addition to the Prime Compensation established in CLAUSE III herein above, for provision of additional services if authorized by proper modification of this Agreement.

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2018 Edition".
- (b) The attached Invoice & Progress Schedule.
- (c) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/MiscPages/TravelRule>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Mayor of the City of Streetsboro.

O.R. Colan Associates

By: _____

Title: _____

CITY OF STREETSBORO

Glenn M. Broska
Mayor

Agreement No. 35861
PID No. 106416
Federal Project No. E171459

CERTIFICATION OF CONSULTANT

I hereby certify that I am the _____, and duly authorized representative of the firm O.R. Colan Associates, whose address is 22710 Fairview Center Drive, Fairview Park, OH 44126 and that neither I nor the above firm here represented has:

- a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above referenced consultant) to solicit or secure this contract,
- b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the contract, or
- c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract;

except as here expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Ohio Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws both criminal and civil.

Date: _____ Signature: _____

Agreement No. 35861
PID No. 106416
Federal Project No. E171459

CERTIFICATION OF CITY

I hereby certify that I am the Mayor, of the City of Streetsboro, Ohio, and that the consulting firm of O.R. Colan Associates whose address is 22710 Fairview Center Drive, Fairview Park, OH 44126, or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to:

- a) employ or retain, or agree to employ or retain, any firm or person,
- or
- b) pay, or agree to pay, to any firm, person, or organization, any fee contribution, donation, or consideration of any kind;

except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Ohio Department of Transportation and the Federal Highway Administration, U.S. Department of Transportation, in connection with this Agreement pertaining to Federal Project No. E171459 involving participation of Federal-aid funds, and is subject to applicable State and Federal laws, both criminal and civil.

Date: _____

CITY OF STREETSBORO

Glenn M. Broska
Mayor

RECORD OF RESOLUTIONS

Resolution No. _____ Passed _____

A FINAL RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO CONTRACTS WITH THE DIRECTOR OF TRANSPORTATION AS NECESSARY TO COMPLETE THE WIDENING AND RESURFACING OF STATE ROUTE 14 BETWEEN PORTAGE POINTE DRIVE AND DIAGONAL ROAD; AND DECLARING AN EMERGENCY TO KEEP THE PROJECT ON SCHEDULE.

WHEREAS, the City of Streetsboro, Portage County, Ohio, will be hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project; and

WHEREAS, on the 14th day of March, 2016, by way of Ordinance No; 2016-39, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project PID No: 102234:

The project consists of widening and resurfacing S.R. 14 between Portage Pointe Drive and Diagonal Road, including sidewalk, curb and gutter, drainage improvements, signage, pavement markings, and traffic signal modifications, lying within the City of Streetsboro; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of **Nine Hundred Eighty-Two Thousand One Hundred Fifty-Four and - - - - 20/100 Dollars, (\$982,154.20)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE BE IT RESOLVED by the Council of the City of Streetsboro. Portage County, Ohio:

SECTION 1: That the estimated sum, of **Nine Hundred Eighty-Two Thousand One Hundred Fifty-Four and 20/100 Dollars, (\$982,154.20)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.

SECTION 2: That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

Ordinance No. _____

Passed _____, _____

AN ORDINANCE AUTHORIZING CERTAIN TRANSFERS OF MONEY FROM THE WATER OPERATING FUND TO THE BOND RETIREMENT FUND, THE GENERAL FUND TO THE HEALTH REIMBURSEMENT FUND, THE GENERAL FUND TO THE CAPITAL FUND AND TRANSFERS RELATING TO UNCLAIMED MONIES DURING FISCAL YEAR 2020, AND DECLARING AN EMERGENCY TO AUTHORIZE THE FUND TRANSFERS AS SOON AS POSSIBLE.

BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, that:

SECTION 1: The Finance Director is authorized to transfer money from the Water Operating Fund (501) to the Bond Retirement Fund (301), from the General Fund (101) to the Health Reimbursement Fund (102), from the General Fund (101) to the Capital Fund (401) and transfers relating to unclaimed monies in the respective amounts shown in Exhibit "A," as previously authorized by this Council.

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 3: This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that the Council wishes to authorize the transfer of funds as soon as possible, and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: _____
Date _____ Jon Hannan, President of Council

ATTEST: _____
Caroline L. Kremer, Clerk of Council

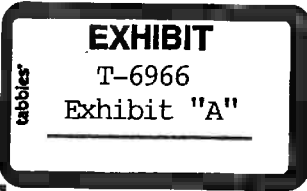
APPROVED: _____
Date _____ Glenn M. Broska, Mayor

Prepared and approved as to legal content by: _____
Franklin Beni, Law Director

Date Submitted to Mayor for Approval: _____ Returned: _____

Sponsored by: Finance Director

**City of Streetsboro
Authorize 2020 Transfers**



Transfer				
From	Transfer To	Amount	Appropriation Ordinance	
101-12-5931	600-81-4169	\$ 36.95	Ordinance #2014-109	
402-12-5931	600-81-4169	\$ 55.42	Ordinance #2014-109	
101-91-5911	401-91-4191	\$ 177,630.00	Ordinance #2020-79	
101-91-5911	401-91-4191	\$ 1,029,838.00	Ordinance #2020-84	
101-91-5911	401-91-4191	\$ 500,000.00	Ordinance #2020-137	
101-91-5911	401-91-4191	\$ 200,000.00	Ordinance #2020-163	
600-91-5911	101-81-4173	\$ 2,942.31	Ordinance #2014-109	
501-52-5913	301-91-4191	\$ 252,912.50	Ordinance #2019-168	
101-91-5911	102-91-4191	\$ 53,000.00	Ord #2019-168 & Ord #2020-79	
Total		\$ 2,216,415.18		

Ordinance No. _____

Passed _____, _____

AN ORDINANCE AMENDING SECTION 121.07 OF PART ONE, TITLE THREE (ADMINISTRATIVE CODE) OF THE CODIFIED ORDINANCES, RELATING TO COUNCIL COMPENSATION AND DECLARING AN EMERGENCY TO COMPLY WITH THE CITY CHARTER REQUIREMENTS.

WHEREAS, Section 4.15 of the Streetsboro City Charter dictates that not less than ninety (90) days preceding the date of the next primary election as provided for in the City Charter, the compensation of each member of Council shall be fixed effective upon commencement of their next term of office; and,

WHEREAS, the Finance Committee of Council met on November 23, 2020 and reviewed the compensation for the positions of Council Members, considered the staggered terms of the Ward and At-Large Council members, the duties and responsibilities of these offices, and after discussing the compensation, recommended an increase to the compensation structure; and,

WHEREAS, Codified Ordinance 121.07 enacted on July 9, 2018 was intended to compensate Council Members equally and, in an amount, sufficient to permit a year's service on the Council to be recognized as a year of credited service in the Ohio Public Employees' Retirement System (OPERS); and,

WHEREAS, Council wishes to simplify its members' annual compensation and comply with the intent of Codified Ordinance 121.07 and therefore, has determined that the ordinance needs to be amended; and,

WHEREAS, Council, recommends amending Section 121.07 of the Codified Ordinances to read in full as follows (new text underlined; deleted text in ~~strikethrough~~):

121.07 COMPENSATION.

~~(a) Members of City Council elected or appointed to office shall be compensated at the minimum rate of compensation necessary to earn contributing service credit in the Ohio Public Employees Retirement System ("OPERS"), as determined pursuant to Section 145.016(B)(1)(b) of the Ohio Revised Code and reported by OPERS, but subject to Section 4.15 of the City Charter.~~

~~(b) Subsection (a) of this section will be effective as of December 15, 2019 for those members of Council elected at the regular municipal election in 2019. Subsection (a) of this section will be effective as of December 15, December 16 and December 17, 2021, as indicated in Section 4.02 of the City Charter, for those members of Council elected at the regular municipal election in 2021. Members in office on the effective date of this Section, or later appointed to a seat subject to election in 2019 or 2021, will be compensated pursuant to Ord. No. 1994 84 until the respective effective dates of Subsection (a).~~

~~(c) The dollar amount of compensation required by Subsection (a) of this Section will be fixed by resolution of Council in years in which there is a regular Municipal election, in accordance with the second paragraph of Section 4.15 of the City Charter, for the seats subject to election in that year.~~

(a) Members of Council who are elected at the regular municipal election in 2021, the annual compensation shall be Ten Thousand Dollars, commencing after being sworn in and taking office.

(b) Members of Council who are elected at the regular municipal election in 2023, the annual compensation shall be Ten Thousand Dollars, commencing after being sworn in and taking office.

RECORD OF ORDINANCES

Ordinance No. _____

Passed _____, _____

(c) That the compensation for said offices set out in sections (a) and (b) above, shall continue for future terms until further action is taken by Council.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, that:

SECTION 1: Section 121.07 of Part One, Title Three of the Codified Ordinances of the City of Streetsboro is hereby amended to read in full as follows:

- (a) Members of Council who are elected at the regular municipal election in 2021, the annual compensation shall be Ten Thousand Dollars, commencing after being sworn in and taking office.
(b) Members of Council who are elected at the regular municipal election in 2023, the annual compensation shall be Ten Thousand Dollars, commencing after being sworn in and taking office.
(c) That the compensation for said offices set out in sections (a) and (b) above, shall continue for future terms until further action is taken by Council.

SECTION 2: If any provision of this Ordinance is held illegal or unenforceable, such provision shall be severed and inoperable, and the remainder of this Ordinance shall remain operative with the annual compensation of Council members set at \$10,000.00 per year.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 4: This ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety, convenience and welfare of the residents of this City for the reason that the City Council desires to comply with the City Charter requirements, and provided it receives the affirmative vote of three-fourths of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise it shall take effect and be in force at the earliest period allowed by law.

PASSED: Date Jon Hannan, President of Council

ATTEST: Caroline L. Kremer, Clerk of Council

APPROVED: Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: Franklin Beni, Law Director

Date Submitted to Mayor for Approval: Returned:

Ordinance No. _____

Passed _____, _____

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACTS WITHOUT COMPETITIVE BIDDING WITH VARIOUS VENDORS FOR THE PURCHASE OF THE CITY'S REQUIREMENTS FOR WATER LINE REPLACEMENT AND REPAIR PARTS DURING 2021.

BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into contracts without competitive bidding with the following identified vendors for the purchase of water line replacement and repair parts identified with each vendor, as necessary to meet the City's requirements during 2021, for the Service Department:

Vendor	Product or Service
Core & Main, LP	Replacement and Repair Parts.
Trumbull Industries, Inc.	Replacement and Repair Parts.
Ferguson Water Works	Replacement and Repair Parts

SECTION 2: The Director of Finance is hereby authorized and directed to make payment, not to exceed \$50,000.00, for the same from the Water Reserve Fund, Account No. 503-52-5717.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 4: This ordinance shall take effect and be in force at the earliest period allowed by law upon its passage and approval by the Mayor.

PASSED: _____
Date Jon Hannan, President of Council

ATTEST: _____
Caroline L. Kremer, Clerk of Council

APPROVED: _____
Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: _____
Franklin Beni, Law Director

Date Submitted to Mayor for Approval: _____ Returned: _____

Sponsored by: Service Director

Ordinance No. _____

Passed _____

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACTS WITHOUT COMPETITIVE BIDDING WITH VARIOUS VENDORS FOR THE PURCHASE OF THE CITY'S REQUIREMENTS FOR FIRE HYDRANT REPLACEMENT AND REPAIR PARTS DURING 2021.

BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into contracts without competitive bidding with the following identified vendors for the purchase of fire hydrant replacement and repair part identified with each vendor, as necessary to meet the City's requirements during 2021, for the Service Department:

Vendor	Product or Service
Core & Main, LP	Replacement and repair parts for fire hydrants manufactured by Mueller Co.
Trumbull Industries, Inc.	Replacement and repair parts for fire hydrants manufactured by East Jordan Iron Works, Inc. and American Cast Iron Pipe Co. (American Darling).
Ferguson Water Works	Replacement and Repair Parts
Fastenal Company	Replacement and Repair Parts
East Jordan Iron Works, Inc.	Hydrants
Applied Maintenance	Replacement and Repair Parts

SECTION 2: The Director of Finance is hereby authorized and directed to make payment, not to exceed \$30,000.00, for the same from the Water Operating Fund, Account No. 501-52-5742.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 4: This ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: _____
Date Jon Hannan, President of Council

ATTEST: _____
Caroline L. Kremer, Clerk of Council

APPROVED: _____
Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: _____
Franklin Beni, Law Director

Date Submitted to Mayor for Approval: _____ Returned: _____

Sponsored by: Service Director

Ordinance No. _____

Passed _____, _____

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO CONTRACTS WITHOUT COMPETITIVE BIDDING WITH VARIOUS VENDORS FOR THE PURCHASE OF ASPHALT PAVING PRODUCTS AND INCIDENTAL PAVING SERVICES NECESSARY FOR THE CITY'S 2021 ASPHALT PRESERVATION PROGRAM.

BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into contracts without competitive bidding with the following identified vendors for the purchase of the City's requirements for asphalt products and services identified with each vendor, as necessary for the City's 2021 asphalt preservation program, for the Service Department:

<u>Vendor</u>	<u>Product or Service</u>
D & R Supply, Inc.	Asphalt
Russell Standard Corp.	Tar emulsion
National Lime and Stone Co., Inc.	Limestone
DJL Material and Supply, Inc.	Crack sealer
Unique Paving Materials Corp.	Cold patch and tack coat
Ronyak Paving, Inc.	Asphalt
Stoneco, Inc. dba Allied Corporation	Asphalt
Todd Lamb Paving & Excavating	Incidental and spot paving services
Mar-Zane, Inc.	Asphalt
McCleane Company	Milling machine rental

SECTION 2: The Director of Finance is hereby authorized and directed to make payment for the same from the Capital Improvement Fund, Account No. 401-61-5717.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

SECTION 4: This ordinance shall take effect and be in force immediately upon its passage and approval by the Mayor.

PASSED: _____
Date Jon Hannan, President of Council

ATTEST: _____
Caroline L. Kremer, Clerk of Council

APPROVED: _____
Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: _____
Franklin Beni, Law Director

Date Submitted to Mayor for Approval: _____ Returned: _____

Sponsored by: Service Director

Ordinance No. _____

Passed _____

AN ORDINANCE AMENDING SECTIONS 1305.03 AND 149.04 OF THE CODIFIED ORDINANCES OF THE CITY OF STREETSBORO, RELATING TO BUILDING INSPECTIONS AND RELATED FEES.

WHEREAS, The Building Department has recommended that Sections 1305.03 and 149.04 of the Codified Ordinances be amended as follows (new text underlined; deleted text in ~~strikethrough~~):

1305.03 AT SITE.

(a) The Building Director and/or City Engineer or their designees shall inspect all buildings at the following periods of construction and such inspections shall condition the permit holders authority to proceed further:

- (1) Installation of footers before they are poured.
- (2) Completion of foundation including waterproofing.
- (3) Completion of roughing-in-the plumbing, electrical, wiring, gas piping, heating ducts or piping, or other similar service installations regulated by this Building Code.
- (4) Completion of insulation.
- (5) Before closing in all structural elements.
- (6) Upon the final completion of the structure, and its systems.

(b) ~~He~~ The Building Director or his designee may also inspect such building at any time as he may determine to be necessary or desirable.

(c) Before applying for a Certificate of Occupancy, the applicant shall request a grading inspection. The City Engineer shall verify, through inspection, the final rough grading conforms to the approved grading plan and specifications. This inspection shall be completed before an occupancy permit will be issued.

149.04 BUILDING SCHEDULE OF FEES FOR ONE, TWO AND THREE FAMILY RESIDENTIAL AND AGRICULTURAL.

(a) Accessory Buildings.

- (1) Buildings over 200 sq.ft., including detached garages and pole barns
\$100.00

(b) Additions. (base fee) 100.00
(Plus \$.03/sq. ft.)

(c) Asphalt. (for driveways) 35.00

(d) Concrete. 35.00

(e) Decks. 35.00

(f) Demolition. (required for all buildings excluding storage sheds) 50.00

(g) Electrical.

- (1) Accessory buildings 35.00
- (2) Additions 60.00
- (3) Adding outlets or fixtures 40.00
- (4) New Homes

0 to 2,000 sq.ft.	120.00
2,001 to 3,000 sq.ft.	140.00
3,001 to 4,000 sq.ft.	160.00
4,001 and above	180.00
- (5) Replace existing service 60.00
- (6) Remodeling 60.00
- (7) Temporary service 35.00

(h) Low voltage wiring. 60.00

- (1) Phone, cable, data, fire alarm
(Plus \$.25/opening)

(i) Waterproofing: Exterior or interior 50.00

(j) Drain Tile Replacement 20.00
Plus \$.20 per lineal ft.

RECORD OF ORDINANCES

Ordinance No. _____

Passed _____

- (k) Engineering.
 - (1) Review existing and proposed grade 80.00
 - (2) Public sidewalk and/or driveway apron
 - A. Original inspection 30.00
 - B. Re-inspection (if required) 30.00
 - (3) Storm sewer connection.
 - A. Original inspection 30.00
 - B. Re-inspection (if required) 30.00
 - (4) A. Final rough grade inspection \$500.00
B. Final rough grade re-inspections \$500.00 (each)

Fee Payment. The following permit fees are required to be paid at the same time as the payment of the general building permit: plumbing, HVAC, electrical, concrete, fireplace, and other permits as required by the Building Director, unless this requirement is waived by the Building Director. Plumbing, HVAC and electrical permits will not be considered issued until a signed copy of the permit application has been received by the Building Department. Any work started prior to the issuance of this permit is subject to Section 149.09 of the fee schedule and Section 1303.11 of the Building Code.

- (l) Fence. (Over 6 feet tall) \$ 35.00
- (m) Filling and Grading. 35.00
- (n) Fireplace. (factory or masonry) 35.00
- (o) HVAC.
 - (1) Air conditioning.
 - Replace existing unit 35.00
 - New unit in existing home 35.00
 - (2) Ductwork. Extension of existing 35.00
 - (3) Heating.
 - Replace existing unit 35.00

Install a new or replace existing heating appliance, such as garage heater, through-the-wall heater, etc. 35.00

- (4) New system in single family home or two or three unit. (per unit)
 - 0 to 2,000 sq.ft. 80.00
 - 2,001 to 3,000 sq.ft. 100.00
 - 3,001 to 4,000 sq.ft. 120.00
 - 4,001 and above 140.00

- (p) New Home. (General building)
 - Under 2,000 sq. ft. 350.00
 - Under 3,000 sq. ft. 450.00
 - Under 4,000 sq. ft. 550.00

- (q) Plumbing.
 - (1) Additions 60.00
 - (2) Adding fixtures 35.00
(Plus \$4.00/fixture)
 - (3) New home.
 - 0 to 2,000 sq.ft. 120.00
 - 2,001 to 3,000 sq.ft. 140.00
 - 3,001 to 4,000 sq/ft. 160.00
 - 4,001 and above 180.00
 - (4) Water Heater Replacement 45.00

- (r) Roof Replacement.
 - Excludes roof repairs less than 100 sq. ft. 35.00

- (s) Siding. 35.00
- (t) Swimming Pool. 100.00

(Ord. 2009-151. Passed 12-21-09.)

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Streetsboro, Portage County, Ohio, that:

RECORD OF ORDINANCES

Ordinance No. _____

Passed _____

SECTION 1: Sections 1305.03 and 149.04 the Codified Ordinances of the City of Streetsboro are hereby amended to read in full as follows:

1305.03 AT SITE.

(a) The Building Director and/or City Engineer or their designees shall inspect all buildings at the following periods of construction and such inspections shall condition the permit holders authority to proceed further:

- (1) Installation of footers before they are poured.
(2) Completion of foundation including waterproofing.
(3) Completion of roughing-in-the plumbing, electrical, wiring, gas piping, heating ducts or piping, or other similar service installations regulated by this Building Code.
(4) Completion of insulation.
(5) Before closing in all structural elements.
(6) Upon the final completion of the structure, and its systems.

(b) The Building Director or his designee may also inspect such building at any time as he may determine to be necessary or desirable.

(c) Before applying for a Certificate of Occupancy, the applicant shall request a grading inspection. The City Engineer shall verify, through inspection, the final rough grading conforms to the approved grading plan and specifications. This inspection shall be completed before an occupancy permit will be issued.

149.04 BUILDING SCHEDULE OF FEES FOR ONE, TWO AND THREE FAMILY RESIDENTIAL AND AGRICULTURAL.

- (a) Accessory Buildings.
(1) Buildings over 200 sq.ft., including detached garages and pole barns \$100.00
(b) Additions. (base fee) 100.00 (Plus \$.03/sq. ft.)
(c) Asphalt. (for driveways) 35.00
(d) Concrete. 35.00
(e) Decks. 35.00
(f) Demolition. (required for all buildings excluding storage sheds) 50.00
(g) Electrical.
(1) Accessory buildings 35.00
(2) Additions 60.00
(3) Adding outlets or fixtures 40.00
(4) New Homes
0 to 2,000 sq.ft. 120.00
2,001 to 3,000 sq.ft. 140.00
3,001 to 4,000 sq.ft. 160.00
4,001 and above 180.00
(5) Replace existing service 60.00
(6) Remodeling 60.00
(7) Temporary service 35.00
(h) Low voltage wiring. 60.00
(1) Phone, cable, data, fire alarm (Plus \$.25/opening)
(i) Waterproofing: Exterior or interior 50.00
(j) Drain Tile Replacement 20.00 Plus \$.20 per lineal ft.
(k) Engineering.
(1) Review existing and proposed grade 80.00
(2) Public sidewalk and/or driveway apron
A. Original inspection 30.00

RECORD OF ORDINANCES

Ordinance No. _____

Passed _____

- B. Re-inspection (if required) 30.00
- (3) Storm sewer connection.
 - A. Original inspection 30.00
 - B. Re-inspection (if required) 30.00
- (4) A. Final rough grade inspection \$500.00
- B. Final rough grade re-inspections \$500.00 (each)

Fee Payment. The following permit fees are required to be paid at the same time as the payment of the general building permit: plumbing, HVAC, electrical, concrete, fireplace, and other permits as required by the Building Director, unless this requirement is waived by the Building Director. Plumbing, HVAC and electrical permits will not be considered issued until a signed copy of the permit application has been received by the Building Department. Any work started prior to the issuance of this permit is subject to Section 149.09 of the fee schedule and Section 1303.11 of the Building Code.

- (l) Fence. (Over 6 feet tall) \$ 35.00
- (m) Filling and Grading. 35.00
- (n) Fireplace. (factory or masonry) 35.00
- (o) HVAC.
 - (1) Air conditioning.
 - Replace existing unit 35.00
 - New unit in existing home 35.00
 - (2) Ductwork. Extension of existing 35.00
 - (3) Heating.
 - Replace existing unit 35.00
- Install a new or replace existing heating appliance, such as garage heater, through-the-wall heater, etc. 35.00
- (4) New system in single family home or two or three unit. (per unit)
 - 0 to 2,000 sq.ft. 80.00
 - 2,001 to 3,000 sq.ft. 100.00
 - 3,001 to 4,000 sq.ft. 120.00
 - 4,001 and above 140.00
- (p) New Home. (General building)
 - Under 2,000 sq. ft. 350.00
 - Under 3,000 sq. ft. 450.00
 - Under 4,000 sq. ft. 550.00
- (q) Plumbing.
 - (1) Additions 60.00
 - (2) Adding fixtures 35.00
 - (Plus \$4.00/fixture)
 - (3) New home.
 - 0 to 2,000 sq.ft. 120.00
 - 2,001 to 3,000 sq.ft. 140.00
 - 3,001 to 4,000 sq/ft. 160.00
 - 4,001 and above 180.00
 - (4) Water Heater Replacement 45.00
- (r) Roof Replacement.
 - Excludes roof repairs less than 100 sq. ft. 35.00
- (s) Siding. 35.00
- (t) Swimming Pool. 100.00

SECTION 2: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, to the extent applicable, including Chapter 107 of the Codified Ordinances.

RECORD OF ORDINANCES

Ordinance No. _____

Passed _____, _____

SECTION 3: This ordinance shall go into effect upon its passage as provided by law and the Charter of the City of Streetsboro.

PASSED: _____
Date John Ruediger, President of Council

ATTEST: _____
Caroline L. Kremer, Clerk of Council

APPROVED: _____
Date Glenn M. Broska, Mayor

Prepared and approved as to legal content by: _____
Franklin Beni, Law Director

Date Submitted to Mayor for Approval: _____ Returned: _____

Sponsored by: Mayor Broska