



CITY OF FAIRVIEW PARK CITY COUNCIL MEETING AGENDA

COMMITTEE MEETING
MONDAY, DECEMBER 12, 2016
Council Caucus Room
7:00 p.m.

MEETING CALLED TO ORDER | ROLL CALL

LOCAL GOV'T & COMMUNITY SERVICES COMMITTEE - Councilman Hinkel, Chair

- ✧ Ord. 16-44 | Amending Section 505.02 - Nuisance Conditions Prohibited
- ✧ Ord. 16-46 | 2017 Gemini Center Membership and Fees
- ✧ Ord. 16-47 | Walter Drane Recodification 2016

FINANCE - Councilwoman Cleary, Chair

- ✧ Ord. 16-48 | 2016 Final Appropriations
- ✧ Ord. 16-50 | Authorizing Sale of Obsolete Vehicles and Equipment
- ✧ Ord. 16-51 | Authorizing Contract with Summit County for Health Insurance 2017-2019

BOARD & COMMISSIONS REPORTS

ROUNDTABLE

Agenda and meeting documents for this meeting can be viewed online by using this code:



CITY OF FAIRVIEW PARK
ORDINANCE NO. 16-44
REQUESTED AND SPONSORED BY COUNCILMAN HINKEL

AN ORDINANCE AMENDING CHAPTER 505 OF THE CODIFIED ORDINANCES OF THE CITY OF FAIRVIEW PARK TITLED “ANIMALS” PROVIDING FOR FURTHER PROHIBITION OF NUISANCE CONDITIONS AND DECLARING AN EMERGENCY

WHEREAS, it is in the best interest of the City of Fairview Park to amend Section 505.02 of the Codified Ordinances of the City of Fairview Park to provide for further prohibition of nuisance conditions and to calculate repeat offenses in total.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. That Section 505.02 of the Codified Ordinances of the City of Fairview Park is hereby amended as follows:

505.02 NUISANCE CONDITIONS PROHIBITED.

(a) No person shall keep or harbor any animal in the City so as to create offensive odors, excessive noise or unsanitary conditions which are a menace to the health, comfort or safety of the public, or otherwise permit the commission or existence of a nuisance as hereinafter defined.

(b) No person shall intentionally or recklessly provide food within the Municipality to any wild or feral animal so as to create noxious or offensive odors or unsanitary conditions, endanger the health, comfort or safety of any other person, or contribute to the damage of real or personal property of any other person.

~~(b)(c)~~ Any animal, which by biting or frequent and habitual barking, howling or yelping, or in any way or manner injures or disturbs the quiet of any person or the community, or which disturbs or endangers the comfort, repose or health of persons, is hereby declared to be a nuisance. No owner or person having custody of such animal shall harbor or permit it to commit such nuisance.

~~(c)~~ (d) Any animal which scratches, digs or defecates upon any lawn, tree, shrub, plant building or any other public or private property, other than the property of the owner or person in charge or control of such animal, is hereby declared to be a nuisance.

~~(d)~~ (e) No person being the owner or in charge or control of any dog shall allow or permit such dog to commit a nuisance on any school grounds, City park or other public property, or upon any private property other than that of the owner or person in charge or control of such dog without the permission of the owner of such property. Where the owner or person in charge or control of such dog immediately removes all feces deposited by such dog and disposes of the same in a sanitary manner, such nuisance shall be considered abated.

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 any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and provide for an immediate change to the ordinance, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:
APPROVED:

1st reading: 11.07.16
2nd reading: 11.21.16
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK
ORDINANCE NO. 16-46
REQUESTED BY: MAYOR EILEEN ANN PATTON
SPONSORED BY: COUNCILMAN HINKEL

AN ORDINANCE SETTING THE MEMBERSHIP USER FEE SCHEDULE FOR THE FAIRVIEW PARK RECREATION AND COMMUNITY CENTER GEMINI CENTER FOR THE YEAR 2017 AND DECLARING AN EMERGENCY.

WHEREAS, Chapter 927 of the Codified Ordinances of the City of Fairview Park established the creation of the Fairview Park Recreation and Community Center Complex pursuant to Ordinance 07-15 passed on April 2, 2007.

WHEREAS, pursuant to the Joint Agreement dated August 22, 2005, executed by and between the Board of Education of the Fairview Park City School District and the City of Fairview Park, Article VI Titled: Annual Funding of the Operations of the Complex, Section 6.2 Users Fees: “On or before December 1st of each year, the Department shall prepare and submit the next Calendar Year’s user fee schedule to City Council for its approval.”

WHEREAS, the fees for 2017 will remain the same as the fees in 2012-2016.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. MEMBERSHIP DEFINITIONS

- (A) **RESIDENTS:** are those individuals who live in the City of Fairview Park city limits and will pay the Resident/Employee Rate.
- (B) **EMPLOYEES:** are those individuals who are actively employed with the City of Fairview Park, Fairview Park Board of Education, or Fairview Park Branch Library and will pay the Resident/Employee Rate.
- (C) **CORPORATE:** are those individuals who work, but do not reside, in the City of Fairview Park or current employees of Fairview General Hospital and will pay the Corporate Rate.
- (D) **LEGACY:** are those individuals who are City of Fairview Park retirees, Fairview Park City School District retirees, or Fairview Park Library retirees with a minimum of ten years of service and will pay the Legacy Rate. Documentation of service must be provided by the retiree.

SECTION 2. MEMBERSHIP USER FEE SCHEDULE

1. The yearly Membership User Fees for 2017 for each classification of user will be as follows:

- (A) **Resident/Employee Rate:**
 - Individual (ages 19-59) \$110.00
 - Youth (ages 3-12) \$ 55.00

Student (ages 13-18)	\$ 83.00
College Student (must be full-time status)	\$ 94.00
Senior (age 60+)	\$ 79.00
Toddler (ages 2 and under)	\$ Free
Family (4 members)	\$303.00
Family (5 members)	\$330.00
Family (6 members)	\$358.00

(B) Corporate Rate:	
Individual (ages 19-59)	\$220.00
Youth (ages 3-12)	\$110.00
Senior (age 60+)	\$165.00
Family (4 members)	\$605.00
Family (5 members)	\$660.00
Family (6 members)	\$715.00

(C) Legacy Rate:	
Retired Employee	\$435.00
Retired Family (2 members)	\$545.00

(D) Active Military	\$ 0.00
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2. The monthly Membership User Fees for 2017 for each classification of user will be as follows:

(A) Resident/Employee Rate:	\$ 25.00
(B) Corporate Rate:	\$ 35.00
(C) Legacy Rate:	\$ 45.00

SECTION 3. MEMBERSHIP APPLICATION

Membership Application forms, membership rates, rules and regulations are available at the Fairview Park Recreation and Community Gemini Center.

SECTION 4. 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 any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and to establish the membership rates in a timely manner to take effect January 1, 2017, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:
APPROVED:

1st reading: 11.21.16
2nd reading: 12.05.16
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK
ORDINANCE NO. 16-47
REQUESTED BY: MAYOR EILEEN ANN PATTON
SPONSORED BY: COUNCILMAN HINKEL

AN ORDINANCE APPROVING THE EDITING AND INCLUSION OF CERTAIN ORDINANCES AS PARTS OF THE VARIOUS COMPONENT CODES OF THE CODIFIED ORDINANCES OF FAIRVIEW PARK, OHIO AND DECLARING AN EMERGENCY.

WHEREAS, various ordinances of a general and permanent nature have been passed which should be included in the Codified Ordinances of Fairview Park, Ohio;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, OHIO:

SECTION 1. That the editing, arrangement and numbering of those ordinances enacted by Council from 6-15-15 to 11-8-16, as listed in the Comparative Section Table, are hereby approved and adopted as printed in the 2016 Replacement Pages to the Codified Ordinances so as to achieve uniformity of style and classification. A summary of such Replacement Pages are attached to this ordinance and incorporated as Exhibit "A" herein.

SECTION 2. The following sections of the Traffic and General Offenses Codes, as amended, are hereby approved and adopted as amended or enacted so as to conform to enactments of the Ohio General Assembly and are also contained in the summary of Replacement Pages attached to this ordinance and incorporated as Exhibit "A":

Traffic Code

301.04	Bicycle; Motorized Bicycle; Moped. (Amended)
301.19	Motorcycle. (Amended)
331.21	Right of Way of Public Safety or Coroner's Vehicle. (Amended)
331.211	Report of Vehicle Failing to Yield Right of Way to Public Safety Vehicle. (Added)
335.021	Ohio Driver's License Required for In State Residents. (Added)
335.031	Driving With Probationary License; Curfew. (Amended)
335.09	Display of License Plates. (Amended)
335.10	Expired or Unlawful License Plates. (Amended)
335.111	Registration Within Thirty Days of Residency. (Added)
335.12	Stopping After Accident Upon Streets. (Amended)
335.13	Stopping After Accident Upon Property Other Than Street. (Amended)
341.01	Definitions. (Amended)
341.03	Prerequisites to Operation of a Commercial Vehicle. (Amended)
341.05	Criminal Offenses. (Amended)
341.06	Employment of Drivers of Commercial Vehicles. (Amended)
351.04	Parking Near Curb; Handicapped Parking. (Amended)

General Offenses Code

501.06	Limitation of Criminal Prosecution. (Amended)
525.15	Assaulting Police Dog or Horse or an Assistance Dog. (Amended)
529.01	Liquor Control Definitions. (Amended)

General Offenses Code (continued)

529.07	Open Container Prohibited. (Amended)
537.051	Menacing by Stalking. (Amended)
537.10	Telecommunications Harassment. (Amended)
537.17	Criminal Child Enticement. (Amended)
541.04	Criminal Mischief. (Amended)
541.13	Vehicular Vandalism. (Amended)

SECTION 3. The cost of this update to the Codified Ordinances of the City of Fairview Park shall be charged to the General Fund – Legislative (100-7780-5246000)

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 5. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and immediately provide for the updates to the Codified Ordinance of the City of Fairview Park, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:

APPROVED:

1st reading: 11.21.16

2nd reading: 12.05.16

3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

OHIO REVISED CODE:

TRAFFIC CODE

- 301.04 Bicycle; Motorized Bicycle; Moped. (Adds “moped” to definition of “motorized bicycle”.)
- 301.19 Motorcycle. (Adds “cab-enclosed motorcycle” and “autocycle” to definition of a motorcycle.)
- 331.21 Right-of-Way of Public Safety or Coroner’s Vehicle. (Creates penalty exception for violation of Section 331.211.)
- 331.211 Report of Vehicle Failing to Yield Right-of-Way to Public Safety Vehicle. (Adds new section creating a procedure for issuing an investigatory report for a violation of Section 331.21.)
- 335.021 Ohio Driver’s License Required for In State Residents. (Adds new section requiring new residents of the State to obtain an Ohio driver’s license within thirty days.)
- 335.031 Driving With Probationary License; Curfew. (Redefines requirements for operation of a motor vehicle with a probationary license.)
- 335.09 Display of License Plates. (Adds “cab-enclosed motorcycle” to vehicles required to have a license plate on the rear of the vehicle. Adds “mopeds”, “motor-driven cycles”, “motor scooters” and “autocycles” to vehicles requiring license display.)
- 335.10 Expired or Unlawful Plates. (Changes penalty in subsection (f)(1) from a misdemeanor of the fourth degree to a minor misdemeanor.)
- 335.111 Registration Within Thirty Days of Residency. (Adds section requiring a new resident to register a motor vehicle within thirty days.)
- 335.12 Stopping After Accident on Street. (Increases penalty for failure to stop that results in death of or serious physical harm to a person and makes stylistic changes.)
- 335.13 Stopping After Accident Upon Property Other Than Street. (Increases penalty for failure to stop that results in death of or serious physical harm to a person and makes stylistic changes.)
- 341.01 Definitions. (Adds “gross vehicle weight” to subsections (c)(1) and (c)(4).)
- 341.03 Prerequisites to Operation of a Commercial Motor Vehicle. (Redefines criteria for who may operate a commercial motor vehicle.)
- 341.05 Criminal Offenses. (Adds “commercial driver’s license temporary instruction permit” to first line and subsection (a)(9).)

- 341.06 Employment of Drivers of Commercial Vehicles. (Adds subsection (d) imposing additional restrictions on allowing nonqualified persons to operate a commercial vehicle.)
- 351.04 Parking Near Curb; Handicapped Parking. (Adds subsections (f)(2) and (i)(3) which prohibit parking in an access aisle and provides a penalty for such violation.)

GENERAL OFFENSES CODE

- 501.06 Limitation of Criminal Prosecution. (Changes terminology in subsection (i) to “child with a developmental disability or physical impairment”.)
- 525.15 Assaulting Police Dog or Horse or an Assistance Dog. (Revises the language of subsection (e)(5)D. hereof.)
- 529.01 Liquor Control Definitions. (Adds subsection (c)(2) clarifying that beer is not an intoxicating liquor.)
- 529.07 Open Container Prohibited. (Adds subsections (c)(7) and (f) to permit the possession of an open container in an “outdoor refreshment area” and to exempt persons who are passengers on a commercial quadricycle.)
(Adds subsection (c)(8) and (g) providing exemptions for beer or intoxicating liquor purchased from specified D permit holders in a market within a defined F-8 permit premises.)
(Adds “A-2(f)” permit to subsection (c)(1)A; adds new subsection (c)(1)B.)
- 537.051 Menacing by Stalking. (Adds prohibition of knowingly causing another person to believe that the offender will cause physical harm or mental distress to a family or household member of the other person.)
- 537.10 Telecommunications Harassment. (Adds subsections (a)(6) - (11), (b)(2), (e), (f) and (g)(5) to (7) to expand telecommunication harassment offenses.)
- 537.17 Criminal Child Enticement. (Changes reference in subsection (f)(3) to Ohio R.C. 1546.01.)
- 541.04 Criminal Mischief. (Amends subsection (a)(1) to cover mortgaged property.)
- 541.13 Vehicular Vandalism. (Changes reference in subsection (a)(3) to Ohio R.C. 1546.01.)

CODIFIED ORDINANCES OF FAIRVIEW PARK, OHIO

CHAPTER 174

Adopting New Codified Ordinance Chapter 174 Income Tax (Ord. 15-42, passed 11.16.15)

CHAPTER 351

Amending Section 351.19_Waivers (Parking) (Ord. 16-22, passed 10.03.16)

CHAPTER 911

Sections 911.15 and 911.16 for Sewer Rates and Collection (Ord. 16-23, passed 10.03.16)

CHAPTER 929

Amending Section 929.06 Solid Waste Collection Charges Extension (Ord. 15-50A, passed 01.19.16)

CHAPTER 1129

Amending Chapter 1129 to Permit Mixed Use in Office Building 3 Zoning District (Ord. 16-16A, passed 06.20.16, subsequently passed by electorate on 11.08.16)

CITY OF FAIRVIEW PARK
ORDINANCE NO. 16-48
ORIGINATED BY: THE FINANCE DEPARTMENT
REQUESTED BY: MAYOR EILEEN PATTON
SPONSORED BY: COUNCILWOMAN CLEARY

AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRVIEW PARK, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2016 AND ENDING DECEMBER 31, 2016 AND DECLARING AN EMERGENCY.

WHEREAS, for the ongoing operation of the municipal government, it is necessary to appropriate funds for fiscal year 2016; and

WHEREAS, Ordinance 16-05A was approved on March 22, 2016, and was amended by Ordinance 16-40, which was approved on November 8, 2016, needs to be further amended to reflect budgetary changes.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. Council hereby provides for the current expenses and other expenditures of the City of Fairview Park, Ohio, for a period commencing January 1, 2016 and ending December 31, 2016, attached as Exhibit "A."

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 any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and for the further reason that it is necessary for the daily operation of municipal departments, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

PASSED:
APPROVED:

1st reading: 11.21.16
2nd reading: 12.05.16
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

**APPROPRIATIONS 2016
(dollar changes in bold)
CITY OF FAIRVIEW PARK**

	Temporary Ord #15-46 (12/07/15)	Annual Ord #16-05A (3/21/16)	\$ Difference	Supplemental #1 Ord #16-40	\$ Difference	Supplemental #2 Ord #16-48	\$ Difference
<u>GENERAL FUND</u>							
<u>1110 SECURITY OF PERSONS AND PROPERTY</u>							
PERSONNEL SUBTOTAL	\$809,545.93	\$2,881,634.98	\$2,072,089.05	\$2,884,307.14	\$2,672.16	\$2,884,307.14	\$0.00
OTHER SUBTOTAL	\$60,262.50	\$183,492.20	\$123,229.70	\$184,017.20	\$525.00	\$184,017.20	\$0.00
TOTAL SECURITY PERSONS AND PROPERTY	\$869,808.43	\$3,065,127.18	\$2,195,318.75	\$3,068,324.34	\$3,197.16	\$3,068,324.34	\$0.00
<u>1130 FIRE PREVENTION AND CONTROL</u>							
PERSONNEL SUBTOTAL	\$508,986.32	\$2,118,536.35	\$1,609,550.03	\$2,113,487.35	(\$5,049.00)	\$2,113,487.35	\$0.00
OTHER SUBTOTAL	\$19,035.00	\$80,781.52	\$61,746.52	\$79,981.52	(\$800.00)	\$79,981.52	\$0.00
TOTAL FIRE PREVENTION AND CONTROL	\$528,021.32	\$2,199,317.87	\$1,671,296.55	\$2,193,468.87	(\$5,849.00)	\$2,193,468.87	\$0.00
<u>1140 FIRE PROTECTION REGIONAL EMS</u>							
TOTAL FIRE PROTECTION REGIONAL EMS	\$40,000.00	\$132,000.00	\$92,000.00	\$132,000.00	\$0.00	\$132,004.00	\$4.00
<u>2200 PUBLIC HEALTH</u>							
TOTAL PUBLIC HEALTH	\$200.00	\$840.00	\$640.00	\$840.00	\$0.00	\$1,540.00	\$700.00
<u>3420 BAIN PARK CABIN</u>							
TOTAL BAIN PARK CABIN	\$1,147.50	\$12,020.00	\$10,872.50	\$13,770.00	\$1,750.00	\$13,770.00	\$0.00
<u>3810 SENIOR LIFE OFFICE</u>							
PERSONNEL SUBTOTAL	\$73,621.83	\$369,477.04	\$295,855.21	\$384,477.04	\$15,000.00	\$384,477.04	\$0.00
OTHER SUBTOTAL	\$6,741.54	\$33,600.00	\$26,858.46	\$33,400.00	(\$200.00)	\$33,400.00	\$0.00
TOTAL SENIOR LIFE OFFICE	\$80,363.37	\$403,077.04	\$322,713.67	\$417,877.04	\$14,800.00	\$417,877.04	\$0.00
<u>4410 PARKS AND PROPERTY MAINTENANCE</u>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$14,360.27	\$11,575.00	(\$2,785.27)	\$11,575.00	\$0.00	\$11,575.00	\$0.00
TOTAL PARKS AND PROPERTY MAINTENANCE	\$14,360.27	\$11,575.00	(\$2,785.27)	\$11,575.00	\$0.00	\$11,575.00	\$0.00
<u>4510 PLANNING & DESIGN COMMISSION</u>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$667.95	\$2,392.70	\$1,724.75	\$2,392.70	\$0.00	\$2,542.70	\$150.00

	Temporary Ord #15-46	Annual Ord #16-05A	\$ Difference	Supplemental #1 Ord #16-40	\$ Difference	Supplemental #2 Ord #16-48	\$ Difference
TOTAL PLANNING COMMISSION	\$667.95	\$2,392.70	\$1,724.75	\$2,392.70	\$0.00	\$2,542.70	\$150.00
<u>4520 BUILDING STANDARDS</u>							
PERSONNEL SUBTOTAL	\$105,753.50	\$313,230.51	\$207,477.01	\$303,980.51	(\$9,250.00)	\$302,830.51	(\$1,150.00)
OTHER SUBTOTAL	\$2,086.88	\$9,152.10	\$7,065.22	\$10,362.10	\$1,210.00	\$11,362.10	\$1,000.00
TOTAL BUILDING STANDARDS	\$107,840.38	\$322,382.61	\$214,542.23	\$314,342.61	(\$8,040.00)	\$314,192.61	(\$150.00)
<u>4530 BOARD OF APPEALS</u>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$200.00	\$949.90	\$749.90	\$989.90	\$40.00	\$989.90	\$0.00
TOTAL BOARD OF APPEALS	\$200.00	\$949.90	\$749.90	\$989.90	\$40.00	\$989.90	\$0.00
<u>4570 ARCHITECTURAL BOARD OF REVIEW</u>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ARCHITECTURAL BOARD OF REVIEW	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>5550 RECYCLING & SOLID WASTE DISPOSAL</u>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$57,575.00	\$99,185.00	\$41,610.00	\$99,185.00	\$0.00	\$98,885.00	(\$300.00)
TOTAL REFUSE COLLECTION AND DISPOSAL	\$57,575.00	\$99,185.00	\$41,610.00	\$99,185.00	\$0.00	\$98,885.00	(\$300.00)
<u>6120 TRAFFIC SAFETY</u>							
PERSONNEL SUBTOTAL	\$44,800.06	\$182,284.89	\$137,484.83	\$182,284.89	\$0.00	\$182,284.89	\$0.00
OTHER SUBTOTAL	\$17,603.75	\$57,709.44	\$40,105.69	\$47,709.44	(\$10,000.00)	\$47,709.44	\$0.00
TOTAL TRAFFIC SAFETY	\$62,403.81	\$239,994.33	\$177,590.52	\$229,994.33	(\$10,000.00)	\$229,994.33	\$0.00
<u>6800 MOTOR VEHICLE MAINTENANCE</u>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$37,150.00	\$164,166.90	\$127,016.90	\$174,166.90	\$10,000.00	\$174,166.90	\$0.00
TOTAL MOTOR VEHICLE MAINTENANCE	\$37,150.00	\$164,166.90	\$127,016.90	\$174,166.90	\$10,000.00	\$174,166.90	\$0.00
<u>7710 MAYOR'S OFFICE</u>							
PERSONNEL SUBTOTAL	\$43,505.20	\$181,031.86	\$137,526.66	\$181,031.86	\$0.00	\$181,031.86	\$0.00
OTHER SUBTOTAL	\$2,318.78	\$8,210.00	\$5,891.22	\$11,345.00	\$3,135.00	\$11,345.00	\$0.00
TOTAL MAYOR'S OFFICE	\$45,823.98	\$189,241.86	\$143,417.88	\$192,376.86	\$3,135.00	\$192,376.86	\$0.00
<u>7711 SERVICE & DEVELOPMENT DIRECTOR'S</u>							
PERSONNEL SUBTOTAL	\$210,421.79	\$786,050.78	\$575,628.99	\$786,050.78	\$0.00	\$784,050.78	(\$2,000.00)

	Temporary Ord #15-46	Annual Ord #16-05A	\$ Difference	Supplemental #1 Ord #16-40	\$ Difference	Supplemental #2 Ord #16-48	\$ Difference
OTHER SUBTOTAL	\$27,896.25	\$70,867.43	\$42,971.18	\$81,867.43	\$11,000.00	\$81,867.43	\$0.00
TOTAL SERVICE DIRECTOR'S OFFICE	\$238,318.04	\$856,918.21	\$618,600.17	\$867,918.21	\$11,000.00	\$865,918.21	(\$2,000.00)
<u>7720 FINANCE DEPARTMENT</u>							
PERSONNEL SUBTOTAL	\$61,376.42	\$233,928.54	\$172,552.12	\$233,428.54	(\$500.00)	\$233,428.54	\$0.00
OTHER SUBTOTAL	\$46,950.00	\$210,500.00	\$163,550.00	\$211,000.00	\$500.00	\$211,000.00	\$0.00
TOTAL FINANCE DEPARTMENT	\$108,326.42	\$444,428.54	\$336,102.12	\$444,428.54	\$0.00	\$444,428.54	\$0.00
<u>7730 LEGAL ADMINISTRATION</u>							
PERSONNEL SUBTOTAL	\$35,814.68	\$157,159.72	\$121,345.04	\$157,159.72	\$0.00	\$154,759.72	(\$2,400.00)
OTHER SUBTOTAL	\$4,500.00	\$10,500.00	\$6,000.00	\$5,340.00	(\$5,160.00)	\$5,340.00	\$0.00
TOTAL LEGAL ADMINISTRATION	\$40,314.68	\$167,659.72	\$127,345.04	\$162,499.72	(\$5,160.00)	\$160,099.72	(\$2,400.00)
<u>7740 ENGINEER</u>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$9,223.56	\$37,539.84	\$28,316.28	\$37,539.84	\$0.00	\$37,539.84	\$0.00
TOTAL ENGINEER	\$9,223.56	\$37,539.84	\$28,316.28	\$37,539.84	\$0.00	\$37,539.84	\$0.00
<u>7750 MUNICIPAL LANDS AND BUILDING</u>							
PERSONNEL SUBTOTAL	\$46,326.88	\$155,841.06	\$109,514.18	\$155,841.06	\$0.00	\$157,841.06	\$2,000.00
OTHER SUBTOTAL	\$73,950.24	\$243,150.57	\$169,200.33	\$229,800.57	(\$13,350.00)	\$247,596.57	\$17,796.00
TOTAL MUNICIPAL LANDS AND BUILDING	\$120,277.12	\$398,991.63	\$278,714.51	\$385,641.63	(\$13,350.00)	\$405,437.63	\$19,796.00
<u>7760 CIVIL SERVICE</u>							
PERSONNEL SUBTOTAL	\$467.00	\$1,664.49	\$1,197.49	\$1,664.49	\$0.00	\$1,664.49	\$0.00
OTHER SUBTOTAL	\$2,356.25	\$3,050.00	\$693.75	\$3,050.00	\$0.00	\$3,050.00	\$0.00
TOTAL CIVIL SERVICE	\$2,823.25	\$4,714.49	\$1,891.24	\$4,714.49	\$0.00	\$4,714.49	\$0.00
<u>7770 COUNTY DEDUCTIONS AND AUDIT EXAMINERS</u>							
PERSONNEL SUBTOTAL	\$1,205.00	\$5,200.00	\$3,995.00	\$5,320.00	\$120.00	\$5,320.00	\$0.00
OTHER SUBTOTAL	\$37,878.18	\$163,483.21	\$125,605.03	\$163,483.21	\$0.00	\$159,683.21	(\$3,800.00)
TOTAL COUNTY DEDUCTIONS AND AUDIT EXAMINERS	\$39,083.18	\$168,683.21	\$129,600.03	\$168,803.21	\$120.00	\$165,003.21	(\$3,800.00)
<u>7780 LEGISLATIVE</u>							
PERSONNEL SUBTOTAL	\$44,834.37	\$178,560.76	\$133,726.39	\$178,560.76	\$0.00	\$178,560.76	\$0.00
OTHER SUBTOTAL	\$4,867.50	\$22,967.46	\$18,099.96	\$22,967.46	\$0.00	\$22,967.46	\$0.00
TOTAL LEGISLATIVE	\$49,701.87	\$201,528.22	\$151,826.35	\$201,528.22	\$0.00	\$201,528.22	\$0.00
<u>7790 OTHER ADMINISTRATIVE</u>							

	Temporary Ord #15-46	Annual Ord #16-05A	\$ Difference	Supplemental #1 Ord #16-40	\$ Difference	Supplemental #2 Ord #16-48	\$ Difference
PERSONNEL SUBTOTAL	\$0.00	\$11,106.94	\$11,106.94	\$16,106.94	\$5,000.00	\$11,106.94	(\$5,000.00)
OTHER SUBTOTAL	\$444,839.09	\$1,335,442.40	\$890,603.31	\$1,328,799.24	(\$6,643.16)	\$1,385,799.24	\$57,000.00
TOTAL OTHER ADMINISTRATIVE	\$444,839.09	\$1,346,549.34	\$901,710.25	\$1,344,906.18	(\$1,643.16)	\$1,396,906.18	\$52,000.00
TOTAL GENERAL FUND	\$2,898,469.22	\$10,469,283.59	\$7,570,814.37	\$10,469,283.59	\$0.00	\$10,533,283.59	\$64,000.00
<u>101 CONTINGENCY RESERVE FUND</u>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL CONTINGENCY RESERVE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>SPECIAL REVENUE FUNDS</u>							
<u>210 STREET CONSTRUC MAINT & REPAIRS</u>							
<u>6610 STREET MAINTENANCE</u>							
PERSONNEL SUBTOTAL	\$118,505.57	\$355,038.43	\$236,532.86	\$364,107.43	\$9,069.00	\$364,607.43	\$500.00
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL STREET MAINTENANCE	\$118,505.57	\$355,038.43	\$236,532.86	\$364,107.43	\$9,069.00	\$364,607.43	\$500.00
<u>6620 STREET CLEANING</u>							
PERSONNEL SUBTOTAL	\$78,964.08	\$321,953.23	\$242,989.15	\$321,953.23	\$0.00	\$321,453.23	(\$500.00)
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL STREET CLEANING	\$78,964.08	\$321,953.23	\$242,989.15	\$321,953.23	\$0.00	\$321,453.23	(\$500.00)
TOTAL STREET CONSTRUC MAINT RP	\$197,469.65	\$676,991.66	\$479,522.01	\$686,060.66	\$9,069.00	\$686,060.66	\$0.00
<u>220 STATE HIGHWAY FUND</u>							
<u>6610 STREET MAINTENANCE</u>							
TOTAL STREET MAINTENANCE	\$50,000.00	\$75,000.00	\$25,000.00	\$75,000.00	\$0.00	\$75,000.00	\$0.00
<u>6620 STREET CLEANING</u>							
TOTAL STREET CLEANING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL STATE HIGHWAY FUND	\$50,000.00	\$75,000.00	\$25,000.00	\$75,000.00	\$0.00	\$75,000.00	\$0.00
<u>230 RECREATION FUND</u>							
PERSONNEL SUBTOTAL	\$366,922.68	\$1,378,946.67	\$1,012,023.99	\$1,427,888.87	\$48,942.20	\$1,508,288.87	\$80,400.00
OTHER SUBTOTAL	\$712,785.94	\$2,679,099.35	\$1,966,313.41	\$2,630,157.15	(\$48,942.20)	\$2,618,157.15	(\$12,000.00)
TOTAL RECREATION FUND	\$1,079,708.62	\$4,058,046.02	\$2,978,337.40	\$4,058,046.02	\$0.00	\$4,126,446.02	\$68,400.00
<u>232 RECREATION COMMUNITY CENTER FUND</u>							
TOTAL RECREATION COMMUNITY CENTER	\$0.00	\$30.00	\$30.00	\$30.00	\$0.00	\$30.00	\$0.00
<u>240 POLICE AND FIRE PENSION FUND</u>							
PERSONNEL SUBTOTAL	\$251,103.59	\$978,470.38	\$727,366.79	\$978,470.38	\$0.00	\$978,410.38	(\$60.00)

	Temporary Ord #15-46	Annual Ord #16-05A	\$ Difference	Supplemental #1 Ord #16-40	\$ Difference	Supplemental #2 Ord #16-48	\$ Difference
OTHER SUBTOTAL	\$904.18	\$3,314.00	\$2,409.82	\$3,544.00	\$230.00	\$3,604.00	\$60.00
TOTAL POLICE AND FIRE PENSION FUND	\$252,007.77	\$981,784.38	\$729,776.61	\$982,014.38	\$230.00	\$982,014.38	\$0.00
<u>245 S.A.V.E. FUND</u>							
TOTAL S.A.V.E FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>250 STREET LIGHTING FUND</u>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$79,350.00	\$256,300.00	\$176,950.00	\$256,300.00	\$0.00	\$256,300.00	\$0.00
TOTAL STREET LIGHTING FUND	\$79,350.00	\$256,300.00	\$176,950.00	\$256,300.00	\$0.00	\$256,300.00	\$0.00
<u>255 SOLID WASTE FEE</u>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$185,000.00	\$773,115.00	\$588,115.00	\$773,115.00	\$0.00	\$773,115.00	\$0.00
TOTAL SOLID WASTE FEE FUND	\$185,000.00	\$773,115.00	\$588,115.00	\$773,115.00	\$0.00	\$773,115.00	\$0.00
<u>270 FIRE OPERATING LEVY FUND</u>							
PERSONNEL SUBTOTAL	\$70,503.11	\$276,264.39	\$205,761.28	\$276,264.39	\$0.00	\$276,264.39	\$0.00
OTHER SUBTOTAL	\$1,027.50	\$4,610.00	\$3,582.50	\$4,770.00	\$160.00	\$4,850.00	\$80.00
TOTAL FIRE OPERATING LEVY FUND	\$71,530.61	\$280,874.39	\$209,343.78	\$281,034.39	\$160.00	\$281,114.39	\$80.00
<u>275 SAFE ROUTES TO SCHOOL FUND</u>							
TOTAL SAFE ROUTES TO SCHOOL FUND	\$35,196.67	\$441,872.99	\$406,676.32	\$441,872.99	\$0.00	\$441,872.99	\$0.00
<u>285 FEMA GRANT FUND</u>							
TOTAL FEMA GRANT FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>290 FEDERAL GRANTS FUND</u>							
TOTAL FEDERAL GRANTS FUND	\$36,000.00	\$80,000.00	\$44,000.00	\$80,000.00	\$0.00	\$80,000.00	\$0.00
<u>295 STATE GRANT FUND</u>							
TOTAL STATE GRANT FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>500 WATER REIMBURSEMENT FUND</u>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$16,250.00	\$46,144.00	\$29,894.00	\$46,144.00	\$0.00	\$46,144.00	\$0.00
TOTAL WATER REIMBURSEMENT FUND	\$16,250.00	\$46,144.00	\$29,894.00	\$46,144.00	\$0.00	\$46,144.00	\$0.00
<u>540 GILLES-SWEET FUND</u>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL GILLES-SWEET FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	Temporary Ord #15-46	Annual Ord #16-05A	\$ Difference	Supplemental #1 Ord #16-40	\$ Difference	Supplemental #2 Ord #16-48	\$ Difference
<u>711 BAIN PARK RESTORATION</u>							
TOTAL BAIN PARK RESTORATION	\$2,875.00	\$40,000.00	\$37,125.00	\$40,000.00	\$0.00	\$40,000.00	\$0.00
<u>714 LAW ENFORCEMENT TRUST FUND</u>							
TOTAL LAW ENFORCEMENT TRUST FUND	\$1,400.00	\$2,000.00	\$600.00	\$2,000.00	\$0.00	\$2,000.00	\$0.00
<u>715 D.U.I. EDUCATE FUND</u>							
TOTAL D.U.I. EDUCATE FUND	\$1,600.00	\$7,000.00	\$5,400.00	\$7,000.00	\$0.00	\$7,000.00	\$0.00
<u>716 P.O.P.A.S. FUND</u>							
PERSONNEL SUBTOTAL	\$15,725.00	\$60,870.00	\$45,145.00	\$60,870.00	\$0.00	\$85,070.00	\$24,200.00
OTHER SUBTOTAL	\$4,500.00	\$20,500.00	\$16,000.00	\$20,500.00	\$0.00	\$20,500.00	\$0.00
TOTAL P.O.P.A.S. FUND	\$20,225.00	\$81,370.00	\$61,145.00	\$81,370.00	\$0.00	\$105,570.00	\$24,200.00
<u>717 CIVIL REIMBURSEMENT FUND</u>							
TOTAL CIVIL REIMBURSEMENT FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>718 COPS GRANT FUND</u>							
TOTAL COPS GRANT FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>721 NEW LEVY/PROJECT AMOUNT</u>							
TOTAL NEW LEVY/PROJECT AMOUNT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>741 CABLE TV FRANCHISE FEE</u>							
TOTAL CABLE TV FRANCHISE FEE	\$58,506.44	\$184,910.01	\$126,403.57	\$184,910.01	\$0.00	\$184,910.01	\$0.00
<u>751 DARE FUND</u>							
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$208.75	\$813.73	\$604.98	\$813.73	\$0.00	\$813.73	\$0.00
TOTAL DARE FUND	\$208.75	\$813.73	\$604.98	\$813.73	\$0.00	\$813.73	\$0.00
<u>772 CEMETERY RESTORATION FUND</u>							
TOTAL CEMETERY RESTORATION FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>781 EMER MEDICAL SERV COLLECTION</u>							
PERSONNEL SUBTOTAL	\$86,406.21	\$301,997.82	\$215,591.61	\$303,297.82	\$1,300.00	\$303,297.82	\$0.00
OTHER SUBTOTAL	\$7,700.00	\$151,400.00	\$143,700.00	\$150,100.00	(\$1,300.00)	\$153,500.00	\$3,400.00
TOTAL EMER MEDICAL SERV COLLECTION	\$94,106.21	\$453,397.82	\$359,291.61	\$453,397.82	\$0.00	\$456,797.82	\$3,400.00
TOTAL SPECIAL REVENUE FUNDS	\$2,181,434.72	\$8,439,650.00	\$6,258,215.28	\$8,449,109.00	\$9,459.00	\$8,545,189.00	\$96,080.00

DEBT SERVICE FUNDS

	Temporary Ord #15-46	Annual Ord #16-05A	\$ Difference	Supplemental #1 Ord #16-40	\$ Difference	Supplemental #2 Ord #16-48	\$ Difference
<u>300 BOND RETIREMENT FUND</u>							
TOTAL BOND RETIREMENT FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL DEBT SERVICE FUNDS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>CAPITAL PROJECTS FUNDS</u>							
<u>231 RECREATION CONSTRUCTION FUND</u>							
TOTAL RECREATION CONSTRUCTION FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>260 PERMANENT IMPROVEMENT FUND</u>							
TOTAL PERMANENT IMPROVEMENT FUND	\$237,161.94	\$439,008.43	\$201,846.49	\$439,008.43	\$0.00	\$439,008.43	\$0.00
<u>709 REDEVELOPMENT FUND</u>							
TOTAL REDEVELOPMENT FUND	\$0.00	\$12,500.00	\$12,500.00	\$12,500.00	\$0.00	\$12,500.00	\$0.00
<u>710 SENIOR CENTER CONST FUND</u>							
TOTAL SENIOR CENTER CONST FUND	\$0.00	\$0.00	\$0.00	\$4,695.00	\$4,695.00	\$8,776.00	\$4,081.00
<u>811 CAPITAL PROJECTS FUND</u>							
TOTAL CAPITAL PROJECTS FUND	\$954,418.88	\$1,350,239.32	\$395,820.44	\$1,350,239.32	\$0.00	\$1,350,239.32	\$0.00
TOTAL CAPITAL PROJECTS FUNDS	\$1,191,580.82	\$1,801,747.75	\$610,166.93	\$1,806,442.75	\$4,695.00	\$1,810,523.75	\$4,081.00
<u>ENTERPRISE FUNDS</u>							
<u>510 FAIRVIEW PARK SANITARY SEWER FUND</u>							
PERSONNEL SUBTOTAL	\$61,278.20	\$205,445.73	\$144,167.53	\$205,445.73	\$0.00	\$205,445.73	\$0.00
OTHER SUBTOTAL	\$587,021.61	\$1,903,069.89	\$1,316,048.28	\$1,903,069.89	\$0.00	\$2,086,343.69	\$183,273.80
TOTAL FAIRVIEW PARK SANITARY SEWER FUND	\$648,299.81	\$2,108,515.62	\$1,460,215.81	\$2,108,515.62	\$0.00	\$2,291,789.42	\$183,273.80
<u>550 WATER LINE RECONDITIONING</u>							
TOTAL WATER LINE RECONDITIONING FUND	\$539,706.25	\$3,602,802.81	\$3,063,096.56	\$3,602,802.81	\$0.00	\$3,602,802.81	\$0.00
TOTAL ENTERPRISE FUNDS	\$1,188,006.06	\$5,711,318.43	\$4,523,312.37	\$5,711,318.43	\$0.00	\$5,894,592.23	\$183,273.80
<u>INTERNAL SERVICE FUNDS</u>							
<u>731 HEALTH INS RESERVE FUND</u>							
PERSONNEL SUBTOTAL	\$325,188.76	\$1,413,863.45	\$1,088,674.69	\$1,413,863.45	\$0.00	\$1,413,863.45	\$0.00
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	Temporary Ord #15-46	Annual Ord #16-05A	\$ Difference	Supplemental #1 Ord #16-40	\$ Difference	Supplemental #2 Ord #16-48	\$ Difference
TOTAL HEALTH INS RESERVE FUND	\$325,188.76	\$1,413,863.45	\$1,088,674.69	\$1,413,863.45	\$0.00	\$1,413,863.45	\$0.00
<u>732 EMPLOYEE SECT 125M</u>							
PERSONNEL SUBTOTAL	\$3,884.10	\$8,798.57	\$4,914.47	\$8,798.57	\$0.00	\$8,798.57	\$0.00
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL EMPLOYEE SECT 125M	\$3,884.10	\$8,798.57	\$4,914.47	\$8,798.57	\$0.00	\$8,798.57	\$0.00
TOTAL INTERNAL SERVICE FUNDS	\$329,072.86	\$1,422,662.02	\$1,093,589.16	\$1,422,662.02	\$0.00	\$1,422,662.02	\$0.00
<u>AGENCY FUNDS</u>							
<u>611 SPECIAL HOLD ACCOUNT</u>							
PERSONNEL SUBTOTAL	\$5,697.58	\$0.00	(\$5,697.58)	\$0.00	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$12,257.75	\$59,247.35	\$46,989.60	\$62,857.35	\$3,610.00	\$62,857.35	\$0.00
TOTAL SPECIAL HOLD ACCOUNT	\$17,955.33	\$59,247.35	\$41,292.02	\$62,857.35	\$3,610.00	\$62,857.35	\$0.00
<u>713 STATE BLDG ASSESSMENT</u>							
TOTAL STATE BLDG ASSESSMENT	\$600.00	\$4,023.33	\$3,423.33	\$4,023.33	\$0.00	\$4,023.33	\$0.00
<u>752 GRADE DEPOSITS</u>							
TOTAL GRADE DEPOSITS	\$444.03	\$8,138.99	\$7,694.96	\$8,138.99	\$0.00	\$12,786.00	\$4,647.01
<u>753 STREET CLEANING DEPOSITS</u>							
TOTAL STREET CLEANING DEPOSITS	\$0.00	\$2,000.00	\$2,000.00	\$2,000.00	\$0.00	\$1,750.00	(\$250.00)
<u>754 STREET OPENING DEPOSITS</u>							
TOTAL STREET OPENING DEPOSITS	\$0.00	\$2,500.00	\$2,500.00	\$2,500.00	\$0.00	\$2,500.00	\$0.00
<u>757 REZONING-DEPOSITS</u>							
TOTAL REZONING-DEPOSITS	\$0.00	\$350.00	\$350.00	\$350.00	\$0.00	\$350.00	\$0.00
<u>758 ARCHITECT DEPOSITS</u>							
TOTAL ARCHITECT DEPOSITS	\$717.50	\$5,330.19	\$4,612.69	\$5,330.19	\$0.00	\$5,629.99	\$299.80
<u>759 SIDEWALK DEPOSITS</u>							
TOTAL SIDEWALK DEPOSITS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<u>761 SENIOR LIFE DONATIONS</u>							
TOTAL SENIOR LIFE DONATIONS	\$5,325.00	\$15,000.00	\$9,675.00	\$15,000.00	\$0.00	\$15,000.00	\$0.00
<u>790 SURVEY SAN/STORM SEWER</u>							
TOTAL SURVEY SAN/STORM SEWER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	Temporary Ord #15-46	Annual Ord #16-05A	\$ Difference	Supplemental #1 Ord #16-40	\$ Difference	Supplemental #2 Ord #16-48	\$ Difference
791 PRELIM INVESTIGATION							
TOTAL PRELIM INVESTIGATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL AGENCY FUNDS	\$25,041.86	\$96,589.86	\$71,548.00	\$100,199.86	\$3,610.00	\$104,896.67	\$4,696.81
TOTAL ALL FUNDS	\$7,813,605.54	\$27,941,251.65	\$20,127,646.11	\$27,959,015.65	\$17,764.00	\$28,311,147.26	\$352,131.61

2016 SCHEDULED TRANSFERS TEMPORARY ORDINANCE #15-46

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
100	240	\$ 237,500.00
100	255	\$ 185,000.00
		\$ 422,500.00

2016 SCHEDULED TRANSFERS ORDINANCE # 16-05A

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
100	240	\$ 685,000.00
100	290	\$ 2,880.00
		\$ 687,880.00

CITY OF FAIRVIEW PARK

ORDINANCE NO. 16-50

REQUESTED BY: SHAWN LEININGER, PUBLIC SERVICE & DEVELOPMENT DIRECTOR

SPONSORED BY: COUNCILWOMAN CLEARY

CO-SPONSORED BY: COUNCILMAN MCDONOUGH

AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO SELL VARIOUS VEHICLES AND EQUIPMENT AND DECLARING AN EMERGENCY

WHEREAS, the City owns various vehicles and equipment which are no longer being used by the City of Fairview Park, as listed on Exhibit "A" attached hereto; and

WHEREAS, it is in the best interest of the City to dispose of said vehicles as obsolete equipment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The Director of Finance is hereby authorized to sell the vehicles listed on Exhibit "A," attached hereto, for the highest and best price via auction, internet sale or by proposal as determined to be the best method by the Director of Finance.

SECTION 2. That the proceeds from the sale of the vehicles be deposited into the Permanent Improvement Fund (260) of the City of Fairview Park.

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 any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and to immediately dispose of old equipment, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force from immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:
APPROVED:

1st reading: 12.05.16
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrook, Clerk of Council

Ordinance 16-50 | EXHIBIT A

YEAR	MAKE	STYLE	DEPARTMENT	VEHICLE / SERIAL / OTHER IDENTIFICATION #	DISPOSAL ORDINANCE YEAR
2005	Ford	Crown Victoria	Police	2FAHP71W25X109018	2016
2008	Ford	Crown Victoria	Police	2FAHP71V28X106924	2016
2009	Ford	Crown Victoria	Police	2FAHP71V69X142732	2016
1982	Ford	F600	Service	1FDNF60H06VA26551	2016
2008	Ford	F250	Service	1FTNF20558EC05999	2016
1999	Sterling	Refuse Truck	Service	2F2NRJBB8XAB13781	2016
N/A	Toro	Turf Sprayer 41106	Service	230000-114	2016
N/A	Magliner	Tilt Master	Service	N/A	2016
2014	Dura Patcher	125DJT	Service	1D9BB1720EP441722	2016
N/A	Ricoh	Aficio MP2510	Building	1341	2016
N/A	Positron	Viper 911 System	Police	N/A	2016
N/A	Misc Radios & Communication Equipment		Multiple	N/A	2016
N/A	Misc Computers, Cables, Boards, Monitors, Server Components and Other Parts & Devices		Multiple	N/A	2016

CITY OF FAIRVIEW PARK
ORDINANCE NO. 16-51
REQUESTED BY: MAYOR EILEEN ANN PATTON
SPONSORED BY: COUNCILWOMAN CLEARY

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SUMMIT COUNTY, OHIO IN ORDER TO IMPLEMENT HEALTHCARE INSURANCE COVERAGE FOR ELIGIBLE EMPLOYEES OF THE CITY OF FAIRVIEW PARK FOR YEARS 2017-2019 AND DECLARING AN EMERGENCY

WHEREAS, Summit County has determined that political subdivisions may participate in its Benefits Regionalization Program, thereby offering healthcare insurance coverage to their employees; and

WHEREAS, the County has further determined that a political subdivision's participation in the Benefits Regionalization Program shall be operated on a cost-neutral basis to the County, and consequently the participating political subdivision must execute a Political Subdivision Participation Agreement to pay the fees and costs set forth in the Political Subdivision Participation Agreement; and

WHEREAS, it is in the best interest of the City of Fairview Park to execute a Political Subdivision Participation Agreement with Summit County to provide healthcare insurance for eligible employees of the City of Fairview Park.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF FAIRVIEW PARK, COUNTY OF CUYAHOGA AND STATE OF OHIO:

SECTION 1. The Mayor is hereby authorized to execute a Political Subdivision Participation Agreement with Summit County, Ohio in order to provide healthcare insurance coverage for eligible employees of the City of Fairview Park for the years of 2017-2019, effective January 1, 2017.

SECTION 2. The Political Subdivision Participation Agreement shall be as generally set out in Exhibit "A," which will be on file with the Director of Finance and made a part hereof, subject to approval by the Director of Law.

SECTION 3. This Council authorizes the Director of Finance to pay monthly invoices for the insurance coverage obtained through the Political Subdivision Participation Agreement, including any additional costs and fees, upon presentation of invoices therefore.

SECTION 4. 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 any of its committees that resulted in such formal action were in meeting open to the public in compliance with all legal requirements.

SECTION 5. That this ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety and welfare, and for the further reason that it is necessary for the provision of health insurance for employees for the years 2017-2019, provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED:
APPROVED:

1st reading: 12.05.16
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

**COUNTY OF SUMMIT, OHIO
REGIONALIZATION PROGRAM**

POLITICAL SUBDIVISION PARTICIPATION AGREEMENT

THIS POLITICAL SUBDIVISION PARTICIPATION AGREEMENT is made as of the last date of signature below between the City of Fairview Park (the "Political Subdivision"), with its principal place of business located at 20777 Lorain Road Fairview Park, Ohio 44126, by its MAYOR, duly authorized by _____, and the County of Summit, Ohio (the "County"), with its principal place of business at 175 S. Main Street, Akron, Ohio 44308, by its Executive, duly authorized by County Council Resolution Nos. 2009-472 and 2015-423.

WITNESSETH:

WHEREAS, the County sponsors several health insurance and prescription drug programs, including an Employee Assistance Program ("EAP"), which it has determined should be made available to employees of Political Subdivisions in Ohio; and

WHEREAS, the County has further determined that a "Regionalization Program" shall be created in which Political Subdivisions in Ohio may participate in order to further this purpose; and

WHEREAS, the County has further determined that a Political Subdivision's participation in the Regionalization Program shall be operated on a cost-neutral basis to the County and that accordingly, the participating Political Subdivision shall pay the rates, fees and costs as set forth in this Political Subdivision Participation Agreement; and

WHEREAS, in order to participate in the Regionalization Program, a Political Subdivision must execute this Political Subdivision Participation Agreement and be bound by its terms and conditions and by the terms and conditions of the County's Summary Plan Document, the County's contract with its Claims Administrator and the County's contract with its Stop Loss Insurance Provider;

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, the Political Subdivision and the County hereby agree as follows:

1. Definitions.

1.1 In addition to words and terms defined elsewhere in this Agreement, the words and terms set forth in Section 1.1 shall have the meanings ascribed to them in Section 1.1, unless the context or use clearly indicates a different meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms therein defined.

As used in this Agreement:

(a) "Administrative Fee" means the fee charged by the County to a Political Subdivision for administration of the Regionalization Program. The Administrative Fee will be set by the County for any self-funded Political Subdivision based upon the services selected.

(b) "Agreement" means this Political Subdivision Participation Agreement.

(c) "Claims Administrator" means the vendor selected by the County, which is fully-funded, to provide administrative services only related to the County-sponsored plans. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the contract between the County and its Claims Administrator, the terms and conditions of the contract between the County and its Claims Administrator shall prevail.

(d) "County" means the County of Summit, Ohio.

(e) "County-sponsored plans" means the health insurance and prescription drug programs sponsored by the County and offered to County employees.

(f) "Effective Date" means the entry date of the Political Subdivision into the Regionalization Program, on which date the employees of the Political Subdivision shall be entitled to participate in the County-sponsored plans. This date may or may not coincide with the County's effective date of coverage (January 1st), but will always renew at the County's effective date of coverage (January 1st).

(g) "Fully-funded equivalent rate" means the annual rate charged by the County to a fully-funded Political Subdivision for the County-sponsored programs that is equivalent to the rate that would be paid by the Political Subdivision as if it were self-funded and includes the Administrative Fee.

(h) "Fully-funded Political Subdivision" means a Political Subdivision that fully insures its employees for health care.

(i) "Political Subdivision" means any entity located in the State of Ohio that is authorized by the Ohio Revised Code to offer health insurance programs to its employees and to execute an inter-governmental agreement. The County retains sole determination as to whether a Political Subdivision will qualify for entry into the Regionalization Program.

(j) “Regionalization Program” means the County’s program that permits employees of Political Subdivisions in the State of Ohio to participate in County-sponsored programs.

(k) “Risk Surcharge” means a fee charged by the County to a Political Subdivision based upon its risk profile up to a maximum of 15% of the fully-funded equivalent regionalization rate.

(l) “Self-funded Political Subdivision” means a Political Subdivision that is self-funded with regard to employee health insurance, regardless of the number of employees.

(m) “Stop Loss Insurance Provider” means the vendor selected by the County, which is fully funded, to provide reinsurance to limit the amount paid by the County for each person’s health care, the individual limit, and the County’s total expenses for the insurance of all employees in the group, the group limit. Participating Political Subdivisions will be covered by this insurance and its individual and group limits. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the contract between the County and its Stop Loss Insurance Provider, the terms and conditions of the contract between the County and its Stop Loss Insurance Provider shall prevail.

(n) “Summary Plan Document” means the County of Summit’s Employee Health Benefit Plan, which is effective January 1, 2016 through December 31, 2016 and any successor plan, which will be effective January 1, 2017 and thereafter for as long as the plan is in place. The terms and conditions of the Summary Plan Document govern the County-sponsored plans. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Summary Plan Document, the terms and conditions of the Summary Plan Document shall prevail.

(o) “Patient Protection and Affordable Care Act” (“PPACA”) or the “Affordable Care Act” (“ACA”), is a United States federal statute signed into law on March 23, 2010 whose primary goal is to increase coverage and affordability for individuals.

2. Plan.

2.1 Plan Offerings. The Political Subdivision acknowledges that whereas the County offers several plan design options within the Regionalization Program, the Political Subdivision may or may not be eligible for one or all of these offerings. The Political Subdivision further acknowledges that the County retains sole discretion and determination as to which plan offerings the Political Subdivision may provide to its employees. The County retains sole discretion as to the offerings within the plan and reserves the right to change the plan offerings at its discretion with written notice of the change(s) to the Political Subdivision. A self-funded Political Subdivision may

determine which County-sponsored plans and benefits it will purchase and offer to its employees.

2.2 Plan Selection. The County authorizes the Political Subdivision to offer its employees the following County-sponsored plan(s): **EPO and H.S.A.**

3. Term and Termination.

3.1. Effective Date. The term of this Agreement shall commence on **January 1, 2017.**

3.2. Term. The term of this Agreement shall commence upon the Effective Date and terminate on **December 31, 2019.**

3.3 Change in vendors. The Political Subdivision acknowledges that the County will be required to solicit proposals from time to time for vendors for the County-sponsored programs. The Political Subdivision further acknowledges that if the County changes vendors, the Political Subdivision will be required to finish out the term of the contract with the new vendor.

3.4 Early termination/penalties. The Political Subdivision may terminate this Agreement upon 6 months written notice to the County. If the Political Subdivision elects to terminate this Agreement prior to **December 31, 2019**, it shall pay the County the following penalties:

- Forfeiture of any accumulated reserves that the County may hold on the Political Subdivision's behalf, if applicable.
- Payment of Incurred But Not Reported ("IBNR") claims, regardless of the date that the claims were incurred.
- Payment of any administrative charges related to processing the IBNR claims.
- Forfeiture of any stop-loss reimbursements, if applicable.
- Any other damages or costs incurred by the County due to the early termination by the Political Subdivision.

3.5 Termination by County. The County may terminate this Agreement and participation by the Political Subdivision in the Regionalization Program immediately upon written notice to the Political Subdivision for breach of any of the duties stated in Section 5. In the event of termination of this Agreement by the County, the Political Subdivision shall assume any additional liability for claims made by its employees during its participation in the Regionalization Program and in addition, shall be required to pay the County the same penalties as in the event of an early termination pursuant to Section 3.4.

4. Services to be provided by County.
 - Initial Underwriting.
 - Renewal Development for the Political Subdivision's rates/fees for each calendar year.
 - Group Installation including:
 - Annual benefits communication and employee meetings.
 - Service and support for claims.
 - Reporting under the following parameters:
 - Less than 50 Employees: 1 report per year.
 - 50-100 Employees: 2 reports per year.
 - 100+ Employees: 4 reports per year.
 - Additional Reporting will be provided at a rate of \$150.00 per hour.
 - Provide a 24/7 online enrollment tool.
 - Employee Assistance Program ("EAP").
 - Wellness Programming Assistance.

5. Duties and responsibilities of the Political Subdivision.

The Political Subdivision shall have the following duties and responsibilities:

- Pay the first month's rates/fees set forth in Section 6 prior to the Effective Date.
- Pay all rates/fees set forth in Section 6 on a monthly basis within 10 days of receipt of an invoice from the County.
- Pay all rates/fees on an as-billed basis, subject to adjustments and reconciliation by the County on the subsequent month's invoice.
- Comply with the terms and conditions of the County's Summary Plan Document and any guidelines issued by the County as the Plan Administrator.
- Use the County's 24/7 internet-based enrollment tool.
- Comply with any Federal guidelines applicable to the County-sponsored plans.
- Comply with any eligibility audits undertaken by the County of the Political Subdivision or of its employees.
- Provide any records or reports upon demand as provided in Section 10.
- Limit the offer of benefits only to full-time employees that work at least 30 hours per week. Part-time employees and retirees are not eligible. Follow lower cost methodology for its contributions. Example: The County's lowest cost plan must be the lowest contribution plan to the Political Subdivision's employees.
- Comply with the terms and conditions of the County's contract with its Claims Administrator.
- Comply with the terms and conditions of the County's contract with its Stop Loss Insurance Provider.
- Any other duties and responsibilities necessary to maintain the Political Subdivision as a member of the Regionalization Program and to comply with the County-sponsored plans.

6. Fees.

6.1 Determination of fees.

6.1.1 Initial Underwriting. Prior to entry into the Regionalization Program, a Political Subdivision is required to go through Initial Underwriting by the County in order to: (a) determine whether a self-funded Political Subdivision or fully-funded Political Subdivision is eligible to enter the Regionalization Program; (b) in the case of a fully-funded Political Subdivision, develop a fully-funded equivalent rate based upon sound actuarial criteria that is guaranteed from the Effective Date through **December 31, 2017**; and (c) in the case of a fully-funded Political Subdivision, determine whether a Risk Surcharge, not to exceed 15% of the annual fully-funded equivalent rate shall be imposed.

In the Initial Underwriting, the County has sole discretion as to the underwriting guidelines used to determine the eligibility of a Political Subdivision. The County has the right to deny entry into the Regionalization Program for any reason.

6.1.2 Annual adjustment of fully-funded equivalent rate. On an annual basis, the County shall set a fully-funded equivalent rate for the following calendar year for the County plan. Annual fully-funded equivalent rate adjustments for the Political Subdivision will be adjusted by the same percentage as the County rates for subsequent years for the term of the agreement. In an annual fully-funded rate adjustment, the County has sole discretion as to the underwriting guidelines used to determine the fully-funded rate for the following calendar year. The County will provide written notice by November 15 of each year to a fully-funded Political Subdivision of the fully-funded equivalent rate for the following calendar year.

6.1.3 Adjustment of Administrative Fee and Risk Surcharge. On an annual basis, the County shall set the Administrative Fee to be charged to self-funded Political Subdivisions. The County shall set the Risk Surcharge, if applicable, for a fully-funded Political Subdivision for any subsequent agreements. The County has the sole discretion to set the Administrative Fee, which will be a rate set by the County based upon the services selected. The County also has the sole discretion to set the Risk Surcharge, not to exceed 15% of the annual fully-funded equivalent regionalization rate. The County will provide written notice to Political Subdivisions of the Administrative Fee and Risk Surcharge, if applicable, at the time of entry into the Regionalization Program or subsequent agreements.

6.1.4. Creation of a Stop-Loss Risk Pool. The County reserves the right to set-up and to manage its own risk pool for stop-loss for self-funded Political Subdivisions. In such event, a self-funded Political Subdivision in the Regionalization Program may join the stop-loss risk pool or purchase its own

stop-loss coverage. The County shall have the right to charge a member of the risk pool a pooling charge where the member has a lower stop loss threshold than the County carries.

6.2 Rate/fee structure.

6.2.1 Self-funded Political Subdivisions. The rates/fees structure for self-funded Political Subdivisions shall be as follows:

- Administrative Fee to be set by the County based upon the services selected
- Pooling Charge if the County creates a Stop-Loss Risk Pool.

6.2.2 Fully-funded Political Subdivisions. The rate structure for fully-funded Political Subdivisions shall be as follows:

- Fully-funded equivalent rate set by the County pursuant to Section 6.1.
- If applicable, a Risk Surcharge not to exceed 15% of the annual fully-funded equivalent regionalization rate.
- If the fully-funded Political Subdivision imposes a monthly surcharge on employees whose spouses have enrolled in the Political Subdivision's insurance plans where other insurance coverage is available through the spouses' employer, then, upon entry into the Regionalization Program, the Political Subdivision shall continue to collect the charge for each such employee and pay it to the County.

6.3 *Rates/fees to be paid by the Political Subdivision for January 1, 2017 - December 31, 2017:

EPO

Single:	\$528.55
Family:	\$1,585.67

H.S.A.

Single:	\$409.81
Family:	\$1,229.45

**Summit County reserves the right to re-rate at the end of 2017 if there is a greater than 10% migration between the plans.*

The first month's fees shall be paid prior to the Effective Date. Fees shall be paid on a monthly basis within 10 days of the receipt of an invoice from the County.

6.4 Wellness Fund Political Subdivisions will be entitled to Wellness dollars to be used for employees covered by the plan for reimbursements based on the County's Wellness Guidelines. County of Summit Wellness Guidelines are included as Addendum I.

The following chart illustrates the Wellness budget based on employee count at time of contract:

Less than 20 full-time employee lives	\$500 per year
21-100 full-time employee lives	\$1,000 per year
101-250 full-time employee lives	\$2,500 per year
250+	\$4,000 per year

Wellness dollars must be used and submitted for reimburse to the County by October 1 each year. Any unused funds will not carry-over to future years.

7. Eligibility.

7.1 General eligibility. The eligibility of employees of the Political Subdivision to participate in County-sponsored plans shall be governed solely by the Summary Plan Document of the County. All employees of the Political Subdivision must submit dependent verification upon entry to the plan. Only full-time employees of fully-funded Political Subdivisions that work at least 30 hours per week shall be eligible for benefits under the fully-funded equivalent rate through the Regionalization Program. Part-time employees and retirees of fully-funded Political Subdivisions are not eligible.

7.2. Periodic eligibility audit. The County shall have the right to conduct an audit at periodic intervals of the employees of the Political Subdivision participating in County-sponsored plans to determine their eligibility. The County may demand any information from employees of the Political Subdivision that is necessary to determine their eligibility or the eligibility of their spouses or dependents. The County reserves the right to terminate coverage of employees of the Political Subdivision or their spouses or dependents that are determined to be ineligible and to pursue appropriate civil and/or criminal remedies. The Political Subdivision agrees to cooperate with the County in any such audit and to compel its employees to provide requested information. The County further reserves the right to terminate the coverage of any employee of the Political Subdivision or the employee's spouse or dependent where the employee has refused to provide requested information.

8. Patient Protection and Affordable Care Act ("PPACA"). Any fees or penalties associated with the PPACA assessed to a Political Subdivision that participates in the Regionalization Program will be the financial responsibility of the Political Subdivision.

9. Outside Brokers, Agents and Consultants. The County of Summit will not pay

commissions to outside brokers, agents or consultants related to membership in the Regionalization Program or the County-sponsored plans. If the Political Subdivision wishes to utilize any outside representation, it shall do so at its own cost and the representative shall be limited to the following roles:

- Enrollment Support.
- Education Meetings.
- Plan Analysis.

No brokers, agents or consultants shall be given the ability to resolve claim issues, which shall solely be the role of the County and its representatives.

10. Reports and Records.

10.1 Maintenance of Records and Reports.

The Political Subdivision must maintain and provide to County upon demand the following records and reports:

10.1.1. Accounting and fiscal records adequate to enable County or the State of Ohio or any duly-appointed agency to audit and administer this Agreement, the Regionalization Program and the County-sponsored plans; and

10.1.2 Other records and reports as required by the County to enable the County to comply with local, state and federal statutes and regulations.

10.2 Retention of Records. The Political Subdivision must maintain all records related to this Agreement for three years after the termination of this Agreement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the Political Subdivision must retain the records until completion of the action and all issues that arise from it or until the end of the three-year period, whichever is later.

11. Equal Opportunity Employment/Non-Discrimination.

11.1 Equal Opportunity Employer. The Political Subdivision expressly represents that it is an Equal Employment Opportunity employer as defined in and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, and executive orders and amendments.

11.2 Non-Discrimination. The Political Subdivision, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Agreement by reason of race, handicap, color, religion, sex, age or national origin, veteran status, sexual orientation or gender identity or disability, and shall comply with all federal, State of Ohio and County non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

12. General Terms and Conditions.

12.1 Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any suit brought to enforce any provision of this Agreement or arising from this Agreement must be brought in the Summit County Court of Common Pleas.

12.2 Forum. The parties agree that the forum for any claim action arbitration, mediation, or litigation arising from this Agreement will be Summit County, Ohio. The parties agree that jurisdiction and venue for any matter involving any parties to this Agreement is proper in the Akron Municipal Court and/or the County of Summit Court of Common Pleas.

12.3 Assignment. Neither party may assign rights or delegate any obligations created by this Agreement without the prior written consent of the other party. Any assignment in violation of this Agreement is void. This Agreement must be binding upon the heirs, successors, legal representatives and permitted assigns of the parties.

12.4 Force Majeure. Neither party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.

12.5 Severability. If any provision of this Agreement is found invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, the remainder of this Agreement must continue in full force and effect.

12.6 Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.

12.7 Review by Legal Counsel. Each party has had the opportunity to review this Agreement with the assistance of legal counsel. Accordingly, the rule of construction that any ambiguity in this Agreement is to be construed against the drafting party is not applicable.

12.8 Notices. Every notice and demand required under the terms of this Agreement must be in writing and must be sent by certified mail, return receipt requested, or by other means of delivery requiring a signed receipt, to the other party's address set forth below:

As to County: Deborah S. Matz
Director, Department of Law, Insurance
and Risk Management
Ohio Building, 8th Floor
175 S. Main Street
Akron, Ohio 44308

As to the Political Subdivision: Greg Cingle
Finance Director
20777 Lorain Road
Fairview Park, OH 44126

All notices are effective upon receipt. A party may change its address by giving written notice to the other party in accordance with this Article.

12.9 Amendment and Waiver. This Agreement may not be amended, supplemented, or waived except by a writing signed by the parties. The waiver of any particular right or claim must not constitute a waiver of any other right or claim. This Agreement may be extended to achieve additional goals of the County with the written consent of both parties.

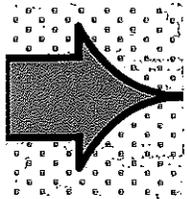
12.10 Entire Agreement. This Agreement, including the Summary Plan Document and any guidelines issued by County as Plan Administrator, states the complete, final, and exclusive agreement of the parties concerning the subject hereof and supersedes all prior oral or written agreements, representations, promises, negotiations, and other communications between the parties. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the Summary Plan Document, the terms and conditions of the Summary Plan Document shall prevail.

(End of text. Execution on the following page.)

The parties hereunto have caused this POLITICAL SUBDIVISION PARTICIPATION AGREEMENT to be executed in triplicate on the last date of signature below.

**CITY OF FAIRVIEW PARK
"POLITICAL SUBDIVISION"**

**COUNTY OF SUMMIT, OHIO
"COUNTY"**



Eileen A. Patton
By: Eileen A. Patton
Title: Mayor

By: Ilene Shapiro
Title: Executive

Date: 12/5/16

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

William T. Matz
By: William T. Matz
Title: Director of Law

By: Deborah S. Matz
Director of Law,
Insurance and Risk Management

Date: 12.5.2016

Date: _____