



CITY OF FAIRVIEW PARK
CITY COUNCIL MEETING
AGENDA

MONDAY, MARCH 9, 2020

COMMITTEE MEETING

7:00 p.m. - Council Caucus Room

MEETING CALLED TO ORDER

FINANCE – Councilwoman King, Chair | Councilwoman Adler, Vice Chair

- ✧ Ord. 20-05 | 2020 Appropriations
Budget Hearings for Depts of: Mayor, Senior Life, Law, Finance, Building, Council
- ✧ Ord. 20-07 | Authorizing Extension of Contract with Republic Services for Solid Waste Disposal
- ✧ Ord. 20-09 | Authorizing Telecommunications Agreement with Cox

BOARD & COMMISSIONS REPORTS

ROUNDTABLE

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CITY OF FAIRVIEW PARK
ORDINANCE NO. 20-05
ORIGINATED BY: GREG CINGLE, FINANCE DIRECTOR
REQUESTED BY: MAYOR PATRICK COONEY
SPONSORED BY: COUNCILWOMAN KING

AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF FAIRVIEW PARK, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2020 AND ENDING DECEMBER 31, 2020 AND DECLARING AN EMERGENCY

WHEREAS, for the ongoing operation of the municipal government, it is necessary to appropriate funds for the fiscal year 2020.

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

SECTION 1. To provide for the current expenses and other expenditures of the City of Fairview Park, Ohio for the period commencing January 1, 2020 and ending December 31, 2020 as attached in 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 immediate 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 in 2020 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: 02.17.20
2nd reading: 03.02.20
3rd reading:

Michael P. Kilbane, President of Council

Patrick J. Cooney, Mayor

Liz L. Westbrooks, Clerk of Council

APPROPRIATIONS 2020
(dollars changed in bold)
CITY OF FAIRVIEW PARK

	<u>Temporary Ord #19-69</u>	<u>\$ Adjustment</u>	<u>Annual Ord #20-</u>
<u>GENERAL FUND</u>			
<u>1110 SECURITY OF PERSONS AND PROPERTY</u>			
PERSONNEL SUBTOTAL	\$790,279.67	\$2,313,777.71	\$3,104,057.38
OTHER SUBTOTAL	\$45,546.22	\$158,879.69	\$204,425.91
TOTAL SECURITY PERSONS AND PROPERTY	\$835,825.88	\$2,472,657.41	\$3,308,483.29
<u>1130 FIRE PREVENTION AND CONTROL</u>			
PERSONNEL SUBTOTAL	\$538,812.39	\$1,597,986.95	\$2,136,799.34
OTHER SUBTOTAL	\$15,937.62	\$100,468.85	\$116,406.46
TOTAL FIRE PREVENTION AND CONTROL	\$554,750.00	\$1,698,455.80	\$2,253,205.80
<u>1140 FIRE PROTECTION REGIONAL EMS</u>			
TOTAL FIRE PROTECTION REGIONAL EMS	\$32,050.00	\$107,950.00	\$140,000.00
<u>2200 PUBLIC HEALTH</u>			
TOTAL PUBLIC HEALTH	\$375.00	\$1,805.00	\$2,180.00
<u>3420 BAIN PARK CABIN</u>			
TOTAL BAIN PARK CABIN	\$5,592.50	\$18,072.50	\$23,665.00
<u>3810 SENIOR LIFE OFFICE</u>			
PERSONNEL SUBTOTAL	\$82,243.27	\$174,041.97	\$256,285.24
OTHER SUBTOTAL	\$9,581.01	\$27,295.09	\$36,876.10
TOTAL SENIOR LIFE OFFICE	\$91,824.28	\$201,337.06	\$293,161.34
<u>4410 PARKS AND PROPERTY MAINTENANCE</u>			
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00
TOTAL PARKS AND PROPERTY MAINTENANCE	\$0.00	\$0.00	\$0.00
<u>4510 PLANNING & DESIGN COMMISSION</u>			
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$762.50	\$1,837.50	\$2,600.00
TOTAL PLANNING COMMISSION	\$762.50	\$1,837.50	\$2,600.00
<u>4520 BUILDING STANDARDS</u>			
PERSONNEL SUBTOTAL	\$94,013.82	\$301,723.18	\$395,737.00

	<u>Temporary Ord #19-69</u>	<u>\$ Adjustment</u>	<u>Annual Ord #20-</u>
OTHER SUBTOTAL	\$3,239.48	\$7,975.57	\$11,215.05
TOTAL BUILDING STANDARDS	\$97,253.29	\$309,698.75	\$406,952.05
<u>4530 BOARD OF APPEALS</u>			
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$287.50	\$962.50	\$1,250.00
TOTAL BOARD OF APPEALS	\$287.50	\$962.50	\$1,250.00
<u>5550 RECYCLING & SOLID WASTE DISPOSAL</u>			
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$76,500.00	\$343,500.00	\$420,000.00
TOTAL REFUSE COLLECTION AND DISPOSAL	\$76,500.00	\$343,500.00	\$420,000.00
<u>6120 TRAFFIC SAFETY</u>			
PERSONNEL SUBTOTAL	\$46,930.98	\$140,254.02	\$187,185.00
OTHER SUBTOTAL	\$11,343.07	\$37,189.47	\$48,532.54
TOTAL TRAFFIC SAFETY	\$58,274.06	\$177,443.49	\$235,717.54
<u>6800 MOTOR VEHICLE MAINTENANCE</u>			
PERSONNEL SUBTOTAL	\$44,098.28	\$132,330.72	\$176,429.00
OTHER SUBTOTAL	\$66,477.60	\$238,789.05	\$305,266.65
TOTAL MOTOR VEHICLE MAINTENANCE	\$110,575.87	\$371,119.77	\$481,695.65
<u>7710 MAYOR'S OFFICE</u>			
PERSONNEL SUBTOTAL	\$49,432.51	\$140,185.49	\$189,618.00
OTHER SUBTOTAL	\$3,014.50	\$8,299.50	\$11,314.00
TOTAL MAYOR'S OFFICE	\$52,447.01	\$148,484.99	\$200,932.00
<u>7711 SERVICE & DEVELOPMENT DIRECTOR'S</u>			
PERSONNEL SUBTOTAL	\$123,576.26	\$379,548.46	\$503,124.72
OTHER SUBTOTAL	\$7,164.83	\$42,404.18	\$49,569.00
TOTAL SERVICE DIRECTOR'S OFFICE	\$130,741.08	\$421,952.64	\$552,693.72
<u>7720 FINANCE DEPARTMENT</u>			
PERSONNEL SUBTOTAL	\$60,605.27	\$193,730.89	\$254,336.16
OTHER SUBTOTAL	\$7,605.25	\$22,033.23	\$29,638.48
TOTAL FINANCE DEPARTMENT	\$68,210.52	\$215,764.12	\$283,974.64
<u>7730 LEGAL ADMINISTRATION</u>			
PERSONNEL SUBTOTAL	\$37,894.93	\$98,505.07	\$136,400.00
OTHER SUBTOTAL	\$2,130.63	\$7,949.38	\$10,080.00
TOTAL LEGAL ADMINISTRATION	\$40,025.55	\$106,454.45	\$146,480.00

	<u>Temporary Ord #19-69</u>	<u>\$ Adjustment</u>	<u>Annual Ord #20-</u>
<u>7740 ENGINEER</u>			
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$10,208.39	\$30,426.02	\$40,634.40
TOTAL ENGINEER	\$10,208.39	\$30,426.02	\$40,634.40
<u>7750 MUNICIPAL LANDS AND BUILDING</u>			
PERSONNEL SUBTOTAL	\$87,530.04	\$268,446.40	\$355,976.44
OTHER SUBTOTAL	\$57,549.06	\$207,278.79	\$264,827.85
TOTAL MUNICIPAL LANDS AND BUILDING	\$145,079.09	\$475,725.20	\$620,804.29
<u>7760 CIVIL SERVICE</u>			
PERSONNEL SUBTOTAL	\$467.60	\$1,388.31	\$1,855.90
OTHER SUBTOTAL	\$756.25	\$13,703.75	\$14,460.00
TOTAL CIVIL SERVICE	\$1,223.85	\$15,092.06	\$16,315.90
<u>7770 COUNTY DEDUCTIONS AND AUDIT EXAMINERS</u>			
PERSONNEL SUBTOTAL	\$43,235.19	\$89,545.24	\$132,780.42
OTHER SUBTOTAL	\$95,025.00	\$265,567.00	\$360,592.00
TOTAL COUNTY DEDUCTIONS AND AUDIT EXAMINERS	\$138,260.19	\$355,112.24	\$493,372.42
<u>7780 LEGISLATIVE</u>			
PERSONNEL SUBTOTAL	\$48,504.25	\$146,500.93	\$195,005.18
OTHER SUBTOTAL	\$3,666.99	\$9,754.28	\$13,421.26
TOTAL LEGISLATIVE	\$52,171.24	\$156,255.20	\$208,426.44
<u>7790 OTHER ADMINISTRATIVE</u>			
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$276,437.64	\$1,229,294.87	\$1,505,732.51
TOTAL OTHER ADMINISTRATIVE	\$276,437.64	\$1,229,294.87	\$1,505,732.51
TOTAL GENERAL FUND	\$2,778,875.44	\$8,859,401.54	\$11,638,276.99
<u>101 CONTINGENCY RESERVE FUND</u>			
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00
TOTAL CONTINGENCY RESERVE	\$0.00	\$0.00	\$0.00
<u>210 STREET CONSTRUC MAINT & REPAIRS</u>			
<u>6610 STREET MAINTENANCE</u>			
PERSONNEL SUBTOTAL	\$163,817.14	\$473,596.20	\$637,413.34
OTHER SUBTOTAL	\$15,750.00	\$421,210.78	\$436,960.78
TOTAL STREET MAINTENANCE	\$179,567.14	\$894,806.98	\$1,074,374.12

	<u>Temporary Ord #19-69</u>	<u>\$ Adjustment</u>	<u>Annual Ord #20-</u>
<u>6620 STREET CLEANING</u>			
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00
 TOTAL STREET CLEANING	 \$0.00	 \$0.00	 \$0.00
 TOTAL STREET CONSTRUC MAINT RP	 \$179,567.14	 \$894,806.98	 \$1,074,374.12
 <u>220 STATE HIGHWAY FUND</u>			
<u>6610 STREET MAINTENANCE</u>			
 TOTAL STREET MAINTENANCE	 \$18,750.00	 \$56,250.00	 \$75,000.00
 <u>6620 STREET CLEANING</u>			
 TOTAL STREET CLEANING	 \$0.00	 \$0.00	 \$0.00
 TOTAL STATE HIGHWAY FUND	 \$18,750.00	 \$56,250.00	 \$75,000.00
 <u>230 RECREATION FUND</u>			
PERSONNEL SUBTOTAL	\$393,057.75	\$1,188,264.51	\$1,581,322.26
OTHER SUBTOTAL	\$662,173.23	\$2,361,887.41	\$3,024,060.64
 TOTAL RECREATION FUND	 \$1,055,230.98	 \$3,550,151.92	 \$4,605,382.90
 <u>231 RECREATION CONSTRUCTION FUND</u>			
 TOTAL RECREATION CONSTRUCTION FUND	 \$20,000.00	 \$220,000.00	 \$240,000.00
 <u>240 POLICE AND FIRE PENSION FUND</u>			
PERSONNEL SUBTOTAL	\$263,066.25	\$781,301.52	\$1,044,367.77
OTHER SUBTOTAL	\$925.00	\$2,935.00	\$3,860.00
 TOTAL POLICE AND FIRE PENSION FUND	 \$263,991.25	 \$784,236.52	 \$1,048,227.77
 <u>250 STREET LIGHTING FUND</u>			
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$64,900.00	\$207,475.00	\$272,375.00
 TOTAL STREET LIGHTING FUND	 \$64,900.00	 \$207,475.00	 \$272,375.00
 <u>255 SOLID WASTE FEE</u>			
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$179,375.00	\$539,975.00	\$719,350.00
 TOTAL SOLID WASTE FEE FUND	 \$179,375.00	 \$539,975.00	 \$719,350.00
 <u>260 PERMANENT IMPROVEMENT FUND</u>			
 TOTAL PERMANENT IMPROVEMENT FUND	 \$269,955.45	 \$564,006.83	 \$833,962.28

	<u>Temporary Ord #19-69</u>	<u>\$ Adjustment</u>	<u>Annual Ord #20-</u>
<u>270 FIRE OPERATING LEVY FUND</u>			
PERSONNEL SUBTOTAL	\$75,816.68	\$230,903.76	\$306,720.44
OTHER SUBTOTAL	\$8,667.50	\$31,481.74	\$40,149.24
TOTAL FIRE OPERATING LEVY FUND	\$84,484.18	\$262,385.50	\$346,869.68
<u>285 FEMA GRANT FUND</u>			
TOTAL FEMA GRANT FUND	\$0.00	\$0.00	\$0.00
<u>290 FEDERAL GRANTS FUND</u>			
TOTAL FEDERAL GRANTS FUND	\$0.00	\$159,000.00	\$159,000.00
<u>295 STATE GRANT FUND</u>			
TOTAL STATE GRANT FUND	\$0.00	\$0.00	\$0.00
<u>300 BOND RETIREMENT FUND</u>			
TOTAL BOND RETIREMENT FUND	\$1,287,395.83	\$9,871.00	\$1,297,266.83
<u>500 WATER REIMBURSEMENT FUND</u>			
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$15,000.00	\$8,037.50	\$23,037.50
TOTAL WATER REIMBURSEMENT FUND	\$15,000.00	\$8,037.50	\$23,037.50
<u>510 FAIRVIEW PARK SANITARY SEWER FUND</u>			
PERSONNEL SUBTOTAL	\$96,507.91	\$252,260.19	\$348,768.10
OTHER SUBTOTAL	\$600,000.00	\$2,156,454.08	\$2,756,454.08
TOTAL FAIRVIEW PARK SANITARY SEWER FUND	\$696,507.90	\$2,408,714.27	\$3,105,222.18
<u>550 WATER LINE RECONDITIONING</u>			
TOTAL WATER LINE RECONDITIONING FUND	\$124,596.06	\$332,852.04	\$457,448.10
<u>611 SPECIAL HOLD ACCOUNT</u>			
PERSONNEL SUBTOTAL	\$0.00	\$50,000.00	\$50,000.00
OTHER SUBTOTAL	\$35,000.00	\$24,603.10	\$59,603.10
TOTAL SPECIAL HOLD ACCOUNT	\$35,000.00	\$74,603.10	\$109,603.10
<u>700 TRUST & AGENCY FUND</u>			
TOTAL TRUST & AGENCY FUND	\$12,000.00	\$27,309.51	\$39,309.51
<u>709 REDEVELOPMENT FUND</u>			
TOTAL REDEVELOPMENT FUND	\$0.00	\$0.00	\$0.00

	<u>Temporary Ord #19-69</u>	<u>\$ Adjustment</u>	<u>Annual Ord #20-</u>
<u>710 SENIOR CENTER CONST FUND</u>			
TOTAL SENIOR CENTER CONST FUND	\$0.00	\$0.00	\$0.00
<u>711 BAIN PARK RESTORATION</u>			
TOTAL BAIN PARK RESTORATION	\$4,838.50	\$1,661.50	\$6,500.00
<u>713 STATE BLDG ASSESSMENT</u>			
TOTAL STATE BLDG ASSESSMENT	\$1,226.43	\$5,484.76	\$6,711.19
<u>714 LAW ENFORCEMENT TRUST FUND</u>			
TOTAL LAW ENFORCEMENT TRUST FUND	\$2,150.00	\$11,350.00	\$13,500.00
<u>715 D.U.I. EDUCATE FUND</u>			
TOTAL D.U.I. EDUCATE FUND	\$2,000.00	\$7,500.00	\$9,500.00
<u>716 P.O.P.A.S. FUND</u>			
PERSONNEL SUBTOTAL	\$17,047.03	\$55,522.97	\$72,570.00
OTHER SUBTOTAL	\$6,989.75	\$1,710.25	\$8,700.00
TOTAL P.O.P.A.S. FUND	\$24,036.77	\$57,233.22	\$81,270.00
<u>731 HEALTH INS RESERVE FUND</u>			
PERSONNEL SUBTOTAL	\$375,000.00	\$1,095,500.00	\$1,470,500.00
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00
TOTAL HEALTH INS RESERVE FUND	\$375,000.00	\$1,095,500.00	\$1,470,500.00
<u>732 EMPLOYEE SECT 125M</u>			
PERSONNEL SUBTOTAL	\$3,816.91	\$9,682.17	\$13,499.08
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00
TOTAL EMPLOYEE SECT 125M	\$3,816.91	\$9,682.17	\$13,499.08
<u>733 RETIREE ACCRUED BENEFITS FUND</u>			
PERSONNEL SUBTOTAL	\$0.00	\$312,201.28	\$312,201.28
OTHER SUBTOTAL	\$0.00	\$0.00	\$0.00
TOTAL RETIREE ACCRUED BENEFITS FUND	\$0.00	\$312,201.28	\$312,201.28
<u>741 CABLE TV FRANCHISE FEE</u>			
TOTAL CABLE TV FRANCHISE FEE	\$0.00	\$0.00	\$0.00

	<u>Temporary Ord #19-69</u>	<u>\$ Adjustment</u>	<u>Annual Ord #20-</u>
<u>750 JUVENILE DIVERSION PROGRAM</u>			
PERSONNEL SUBTOTAL	\$443.76	\$133.49	\$577.25
OTHER SUBTOTAL	\$175.00	(\$125.00)	\$50.00
TOTAL JUVENILE DIVERSION PROGRAM	\$618.76	\$8.49	\$627.25
<u>751 DARE FUND</u>			
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00
OTHER SUBTOTAL	\$203.43	(\$203.43)	\$0.00
TOTAL DARE FUND	\$203.43	(\$203.43)	\$0.00
<u>752 GRADE DEPOSITS</u>			
TOTAL GRADE DEPOSITS	\$6,448.58	\$164.30	\$6,612.88
<u>753 STREET CLEANING DEPOSITS</u>			
TOTAL STREET CLEANING DEPOSITS	\$4,750.00	\$0.00	\$4,750.00
<u>754 STREET OPENING DEPOSITS</u>			
TOTAL STREET OPENING DEPOSITS	\$4,000.00	\$0.00	\$4,000.00
<u>757 REZONING-DEPOSITS</u>			
TOTAL REZONING-DEPOSITS	\$1,124.44	\$0.00	\$1,124.44
<u>758 ARCHITECT DEPOSITS</u>			
TOTAL ARCHITECT DEPOSITS	\$0.00	\$1,325.90	\$1,325.90
<u>761 SENIOR LIFE DONATIONS</u>			
TOTAL SENIOR LIFE DONATIONS	\$2,112.34	\$6,187.66	\$8,300.00
<u>772 CEMETERY RESTORATION FUND</u>			
TOTAL CEMETERY RESTORATION FUND	\$0.00	\$0.00	\$0.00
<u>781 EMER MEDICAL SERV COLLECTION</u>			
PERSONNEL SUBTOTAL	\$85,128.08	\$255,223.73	\$340,351.81
OTHER SUBTOTAL	\$13,528.75	\$36,271.25	\$49,800.00
TOTAL EMER MEDICAL SERV COLLECTION	\$98,656.83	\$291,494.98	\$390,151.81
<u>790 SURVEY SAN/STORM SEWER</u>			
TOTAL SURVEY SAN/STORM SEWER	\$0.00	\$4,898.91	\$4,898.91

811 CAPITAL PROJECTS FUND

TOTAL CAPITAL PROJECTS FUND

TOTAL ALL FUNDS

Temporary Ord #19-69	\$ Adjustment	Annual Ord #20-
\$650,000.00	\$2,347,681.97	\$2,997,681.97
\$8,266,612.23	\$23,111,248.41	\$31,377,860.67

2020 SCHEDULED TRANSFERS TEMPORARY ORDINANCE #19-69

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
100	240	\$ 187,500.00
		\$ 187,500.00

2020 SCHEDULED TRANSFERS

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
100	240	\$ 790,000.00
100	733	\$ 250,000.00
231	300	\$ 240,000.00
		\$ 1,280,000.00

2020 SCHEDULED ADVANCES

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
100	290	\$ 79,500.00
		\$ 79,500.00

CITY OF FAIRVIEW PARK

ORDINANCE NO. 20-07

REQUESTED BY: MARY KAY COSTELLO, DIRECTOR OF PUBLIC SERVICE AND
DEVELOPMENT

SPONSORED BY: COUNCILWOMAN KING

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT
EXTENSION WITH BROWNING FERRIS INDUSTRIES OF OHIO, INC. A SUBSIDIARY OF
REPUBLIC SERVICES, INC. AND DECLARING AN EMERGENCY

WHEREAS, the contract between the City of Fairview Park and Browning Ferris Industries of Ohio, Inc. A Subsidiary of Republic Services, Inc. (Republic) provides for a one (1) year extension to the current contract which will expire on June 30, 2020; and,

WHEREAS, it is in the best interest of the City of Fairview Park to extend the contract with Republic until June 30, 2021, at the current contract price; and,

WHEREAS, the City and Republic have the right under the contract to mutually extend the current contract until June 30, 2021 at the current contract price.

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 enter into a contract extension with Browning Ferris Industries of Ohio, Inc. A Subsidiary of Republic Services, Inc. (Republic) until June 30, 2021, at the current contract price.

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 the 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 immediately provide for the contract extension, 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: 02.17.20
2nd reading: 03.02.20
3rd reading:

Michael P. Kilbane, President of Council

Patrick J. Cooney, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK
ORDINANCE NO. 20-09
REQUESTED BY: MAYOR PATRICK COONEY
SPONSORED BY: COUNCILWOMAN KING

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A TELECOMMUNICATIONS AGREEMENT, WITH COXCOM, LLC, COX OHIO TELCOM, LLC ATTACHED HERETO AS EXHIBIT A, FOR THE PURCHASE AND INSTALLATION OF TELECOMMUNICATIONS AND INTERNET SERVICES.

Whereas, CoxCom, LLC, Cox Ohio Telcom, LLC is currently providing the City with internet and telecommunications systems, service, and support, and

Whereas, as a client of CoxCom, LLC, Cox Ohio Telcom, LLC the City is able to improve and update the current internet and telecommunications system for a lower amount than the current contract price

Whereas, the updated technology will improve the internet speed and reliability of internet connections for the City and in particular the service for the Fairview Park Police Department in support of its Law Enforcement Agencies Data System (LEADS).

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 and directed to enter into a telecommunications agreement with CoxCom, LLC, Cox Ohio Telcom, LLC., attached hereto as Exhibit A, for the purchase and installation of telecommunications and internet services for an amount of Eight-Hundred Twenty-Seven Dollars and Ninety-Nine Cents (\$827.99) per month for Sixty (60) months, said amounts to be paid from the General Fund.

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 the 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.

PASSED:
APPROVED:

1st reading: 03.02.20
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Patrick J. Cooney, Mayor

Liz L. Westbrooks, Clerk of Council

Special Conditions**Promotion Details**

- For \$200 VISA Visa prepaid card: Account must remain active, be in good standing, and retain all services for a min. of 30 days after install. Online redemption req'd by 5/31/20 and must follow instructions rec'd after service activation. Limit one card per customer, total not to exceed \$200. Allow 15 days after redemption for delivery. Card is issued by MetaBank®, Member FDIC, pursuant to a license from Visa U.S.A. Inc. No cash access or recurring payments. Can be used everywhere Visa debit cards are accepted. Card valid for up to 6 months; unused funds will forfeit after the valid thru date. Card terms and conditions apply. For \$300 VISA Visa prepaid card: Account must remain active, be in good standing, and retain all services for a min. of 30 days after install. Online redemption req'd by 5/31/20 and must follow instructions rec'd after service activation. Limit one card per customer, total not to exceed \$300. Allow 15 days after redemption for delivery. Card is issued by MetaBank®, Member FDIC, pursuant to a license from Visa U.S.A. Inc. No cash access or recurring payments. Can be used everywhere Visa debit cards are accepted. Card valid for up to 6 months; unused funds will forfeit after the valid thru date. Card terms and conditions apply. For \$400 VISA Visa prepaid card: Account must remain active, be in good standing, and retain all services for a min. of 30 days after install. Online redemption req'd by 5/31/20 and must follow instructions rec'd after service activation. Limit one card per customer, total not to exceed \$400. Allow 15 days after redemption for delivery. Card is issued by MetaBank®, Member FDIC, pursuant to a license from Visa U.S.A. Inc. No cash access or recurring payments. Can be used everywhere Visa debit cards are accepted. Card valid for up to 6 months; unused funds will forfeit after the valid thru date. Card terms and conditions apply.

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	CoxCom, LLC, Cox Ohio Telcom, LLC Signature
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.