



CITY OF FAIRVIEW PARK CITY COUNCIL MEETING AGENDA

MONDAY, MARCH 16, 2020

REGULAR COUNCIL MEETING

6:30 p.m. - Study Session – Council Caucus Room

7:00 p.m. - Council Meeting – Council Chambers

Meeting Called to Order

Moment of Silent Prayer | Pledge of Allegiance

Roll Call

Written Communications, Petitions and Claims

Committee Reports

Finance, Councilwoman King, Chair | Councilwoman Adler, Vice Chair

Alternative Public Access by Conference Call:

Dial-in number: (605) 313-5987

Access code: 787641#

You will hear elevator music until you are connected, and then will be asked to announce yourself by an attendant once you are officially on the call. unless you are a member of City Council or the City Administration, there is no need to announce yourself.

~ LEGISLATIVE AGENDA ~

Legislation on First Reading

COUNCILWOMAN WERING

Ord. 20-__ | Authorizing Agreement for Community Diversion Program

Res. 20-__ | Appointing Volunteer Hearing Officer for Community Diversion Program

Legislation on Second Reading

Audience Input on Legislation Up for Passage

Legislation Up for Passage Without Three Readings

COUNCILWOMAN KING

Res. 20-__ | ODOT Winter 2020-2021 Contract for Road Salt

Ord. 20-09 | Authorizing Telecommunications Agreement with Cox

Legislation on Third Reading and Final Passage

COUNCILWOMAN KING

Ord. 20-05 | 2020 Appropriations

Ord. 20-06 | Authorizing Contract with State Auditor for FY 2019 Audit

Ord. 20-07 | Authorizing Extension of Contract with Republic Services for Solid Waste Disposal

Reports and Communications from Mayor, Directors and Other City Officials

Public Session

Miscellaneous Business and Reports from Council

Adjournment

Agenda continued on back →

Michael Kilbane, President of Council
Bryan Simmerly, Ward 1

Bill Minek, Ward 2
Maureen Fallon Adler, Ward 3

Sarah Wering, Ward 4
Bridget King, Ward 5

Greg Burger, Council At-Large
Liz Westbrooks, Clerk of Council

DO YOU HAVE A SMART DEVICE?

To download tonight's agenda and legislation being considered, scan the code below:



UPCOMING MEETINGS OF COUNCIL

Out of an abundance of caution regarding COVID-19 and all of its public implications and precautions being put into place at the moment, there is a slight adjustment to the schedule of council meetings for the upcoming weeks:

MON. MAR 23	Committee Meeting	7:00 p.m.	Council Caucus Room	CANCELLED
MON., APR 6	Council Meeting	7:00 p.m.	Council Chambers	CANCELLED
MON. APR 13	Committee Meeting	7:00 p.m.	Council Caucus Room	
MON., APR 20	Council Meeting	7:00 p.m.	Council Chambers	
MON, APR 27	Committee Meeting	7:00 p.m.	Council Caucus Room	

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

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF FAIRVIEW PARK TO ENTER INTO AN AGREEMENT WITH THE CUYAHOGA COUNTY JUVENILE COURT IN CONNECTION WITH A COMMUNITY DIVERSION PROGRAM TO ADDRESS JUVENILE MISDEMEANOR AND STATUS OFFENDERS IN THE CITY OF FAIRVIEW PARK, ESTABLISHING A COMMUNITY DIVERSION PROGRAM FUND AS A SPECIAL REVENUE FUND, AND DECLARING AN EMERGENCY.

WHEREAS, Ohio Revised Code Chapter 2151 and the Rules of Juvenile Procedure give general authority for the Cuyahoga County Juvenile Court to establish legal mechanisms to divert complaints before they are filed for formal court action, while protecting the constitutional due process rights of accused juveniles; and

WHEREAS, Ohio Revised Code Section 2151.11 permits the Cuyahoga County Juvenile Court to participate with other public agencies in programs which have as their objective the prevention and control of juvenile delinquency; and

WHEREAS, the Cuyahoga County Juvenile Court desires to promote and develop a Community Diversion Program to address juvenile misdemeanor and status offenders, in order to divert youths who are juvenile offenders involving misdemeanor and status offenses from formal court action and to utilize community resources to ameliorate such situations; and

WHEREAS, the Cuyahoga County Juvenile Court has agreed to develop and implement a Community Diversion Program for misdemeanor and status offense complaints against juveniles in the City of Fairview Park for offenses that are committed elsewhere by residents; and

WHEREAS, this Council desires to enter into an agreement with the Cuyahoga County Juvenile Court to assist the City in addressing juvenile misdemeanor and status offenses, and to request financial assistance thereunder;

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

SECTION 1. That the Mayor of the City of Fairview Park is hereby authorized to enter into an Inter-agency Agreement with the CUYAHOGA COUNTY JUVENILE COURT to assist the City in addressing juvenile misdemeanor and status offenses and to request financial assistance in connection with a Community Diversion Program established by the Cuyahoga County Juvenile Court, a copy of which is attached hereto as Exhibit" A."

SECTION 2. There is already established the Community Diversion Program Fund as a special revenue fund of the City known as Fund Number 750 to process all receipts and expenditures in connection with this Program.

SECTION 3. That the Director of Finance be and is hereby authorized and directed to certify a copy of this Ordinance to the Auditor of State for approval pursuant to Ohio Revised Code Section 5705.12.

SECTION 4. That funds received from the Cuyahoga County Juvenile Court in connection with the Community Diversion Program shall be placed in the Community Diversion Program Fund; and any local funds necessary to carry out the Community Diversion Program shall be paid from the Community Diversion Program Fund.

SECTION 5. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council, and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 6. That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to participate with the Cuyahoga County Juvenile Court in the Community Diversion Program to assist the City in dealing with juvenile misdemeanor and status offenses, provided this Ordinance receives the affirmative vote of a majority plus one of all 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:
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Patrick J. Cooney, Mayor

Liz L. Westbrooks, Clerk of Council

**CUYAHOGA COUNTY
COURT OF COMMON PLEAS, JUVENILE COURT DIVISION
COMMUNITY DIVERSION PROGRAM
CITY OF FAIRVIEW PARK
AGREEMENT**

THIS AGREEMENT is entered into this ____ day of _____, 2019 by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Court of Common Pleas, Juvenile Court Division (hereinafter called the "COURT") and the **City of Fairview Park**, a government entity, with principal offices located at 20777 Lorain Road, Fairview Park, Ohio 44126 (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S services to develop and implement the Community Diversion Program (hereinafter called the "CDP"), or utilize another COURT-approved CDP to hear status, misdemeanor, or felony offense complaints that occur in the **City of Fairview Park** or are committed elsewhere by **Fairview Park** residents and the VENDOR can provide these services from March 1, 2020 to December 31, 2020.

NOW THEREFORE, the parties hereto do mutually agree as follows:

- I. TARGET POPULATION - The youth referred to the project shall be males and females, ages ten (10) to seventeen (17). These youth shall be residents of Cuyahoga County referred by the COURT'S Intervention Center Staff (hereinafter called the "YOUTH").

- II. DESCRIPTION OF SERVICES - The CDP shall implement effective diversion services with a focus on rehabilitation and accountability versus deterrence-based sanctions. Effective diversion services are responsive to preserving protective and prosocial factors for YOUTH. Diversion Techniques that have been proven through research to be ineffective or harmful to adolescent development such as scared straight, boot camps, prison site visits or other intimidation or punitive techniques are not permitted types of programming.
 - A. The VENDOR shall utilize funds to support CDP activities only. Such allowable expenditures include the following:
 1. Specialized diversion groups/services may include:
 - i. Online diversion program expense(s) provided under the supervision of the CDP;
 - ii. Skills building groups;
 - iii. Restorative Justice Programs; and
 - iv. Truancy Prevention/Intervention Programs.
 2. Reimbursement to staff time while engaging in CDP youth activities, such as:
 - i. Community Service;
 - ii. Hearings/family meeting;
 - iii. Family group conferencing;
 - iv. Mentoring youth;
 - v. Face to face follow up; and

vi. Phone call check in with youth, family, or community provider.

B. The following items are excluded from allowable reimbursement activities:

1. Gift cards, cash or cash equivalents for volunteers, CDP staff, or contracted staff;
2. Travel expenses or conference attendance; and
3. Furniture or Office Equipment (eg: computers, printers, laptop, cell phones).

III. BUDGET - Funding for this AGREEMENT is contingent upon the availability of funds and shall not exceed newly allocated amount of **\$1,816.96** with the additional carryover from previous contract years for the term of the AGREEMENT. Funding allocation is based upon internal Court reports of percentage of overall youth served by each Community Diversion Program. Funds are allocated based upon the percent of youth served in previous two (2) consecutive calendar years. All funds disbursed to the VENDOR from the COURT shall be monitored by the COURT via monthly invoices submitted to the COURT's Fiscal Department. Upon depletion of the carryover funds, the AGENCY shall receive monthly stipends not to exceed **\$151.41** per month for services rendered. Failure to provide adequate or substantial verification of receipt and expenditure of funds shall result in the COURT discontinuing funding. Should the COURT discontinue funding, the VENDOR must reimburse all remaining funds for which substantial documentation of receipt or expenditure cannot be produced. If allocated funding is not spent at the end of this AGREEMENT, the VENDOR will return the funding to the COURT.

- A. VENDORS who maintain a balance of monies from prior contracts with the COURT (as calculated by the COURT pursuant to the COURT's audit practices) shall utilize all carryover monies prior to requesting payment of new funds. New funds will not be issued by the COURT until all carryover monies are exhausted and accounted for via the monthly invoice process for approved CDP expenditures of the current contract.
- B. Both carryover monies and any additional funds paid through this CONTRACT may only be spent on the above-described activities.
- C. VENDORS that charge fees to participants may not reject a youth's participation in the program merely based upon inability to pay. Any fee charged may not exceed the VENDOR's actual cost of the program.
- D. The amount of new funds paid to the VENDOR will not exceed the allocated funds for the current contractual period.
- E. VENDORS shall invoice the COURT for all programmatic activities, whether for new funding or spending of carryover monies.
- F. The VENDOR shall return any residual and unspent new funds that exceed 10% of the allocated amount at the end of the contractual period. The funds shall be returned no later than thirty (30) days after the expiration of the current contract.
- G. The VENDOR is subject to verification of funding by the COURT and shall maintain accurate records of the following:
 - i. Name and case number of youth served;
 - ii. Contact type;
 - a. Face to face
 - b. Phone call

c. Letter/mail notification

iii. Specific Diversion Service provided; and

iv. Total number of hours spent with diversion service.

- H. The VENDOR shall submit monthly invoices to the COURT's Fiscal Department. The VENDOR shall utilize the attached invoice sheet which details all activities for youth. Failure to do so by the tenth of each month may result in non-reimbursement by the COURT and potential termination of the contract.
- I. Incurring Costs: The COURT shall not be responsible for any cost incurred by the VENDOR prior to the commencement and subsequent to the termination of this AGREEMENT. However, if the effective date of this contract is after 1/1/2020, VENDOR may, with prior court authorization, submit an invoice for the month(s) prior to contract execution.
- J. The VENDOR shall provide any data or reports requested by the COURT in a timely manner in preparations and at the time of the yearly audit.
- K. All invoices shall include the VENDOR'S name, program name, address, phone, invoice number, federal tax ID number, VENDOR number and month on it. All invoices must be signed and dated for verification by the VENDOR.
- L. Additional or corrected invoicing for services beyond the previous month must be requested separately in writing describing the reasons for the additional billing along with specific supporting documentation to substantiate the requested claim. Under no circumstance will the COURT accept or process any initial invoices received after sixty (60) days following the end of the month that the service was provided in. For example, if the service was provided within January, then the 60 day period expires on March 31.
- M. Invoice Review: The COURT shall review invoices for completeness before making payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, non-covered services and to audit by the COURT.
- N. Payment: The COURT shall review invoices for completeness and accuracy before processing for payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, non-covered services and to audit by the COURT. Incomplete invoices shall be returned for correction. Original "wet" signatures are required on all invoices submitted. Please submit invoices to the following address:

Juvenile Court, 4th Floor Fiscal
9300 Quincy Avenue, Cleveland, Ohio 44106

IV. OPERATIONAL DETAILS

- A. Service Site: All services shall be provided at a mutually agreed upon site.
- B. Contact Person:

Vendor Programmatic Contact	Court Programmatic Contact
Gail Nanowsky	Bridget Gibbons
20777 Lorain Road	9300 Quincy Avenue
Fairview Park, Ohio 44126	Cleveland, Ohio 44106
Gnanowsky@cox.net	bgibbons@cuyahogacounty.us
Vendor Fiscal Contact	Court Fiscal Contact
Name	Sarah Baker
Address	9300 Quincy Avenue
CSZ	Cleveland, Ohio 44106
E-mail	sbaker@cuyahogacounty.us

V. OBJECTIVES

Performance Objectives

1. 70% of YOUTH served during the CONTRACT period will successfully complete the program without referral to COURT for official COURT Processing.
2. 80% of YOUTH referred will be engaged in services.
3. 90% of YOUTH engaged in services will complete services within targeted timeframe of 90 days.

Performance Indicators

1. Number of YOUTH successfully terminated from program divided by the number of YOUTH referred to the program during the contract period.
2. Number of youth engaged divided by number of YOUTH referred.
3. Number of YOUTH completing services within 90 days divided by Number of YOUTH engaged in services .

VI. RETENTION OF ACCOUNTING AND REPORTING PROCEDURES - The VENDOR

shall maintain and preserve all fiscal and programmatic records, books, documents and papers that pertain to the performance of this AGREEMENT. VENDOR shall maintain a ledger that specifies funds received from the COURT for this CONTRACT. Any other funds, such as fee payments, fines, or any other fees for services must be accounted for separately from the funds for the operational services for the Community Diversion Program. Such records shall be subject to inspection, review and audit by COURT personnel. The VENDOR shall maintain the aforementioned records for at least five (5) years following the termination of this AGREEMENT or longer period, as may be required by the applicable records retention schedule.

- VII. PROFESSIONALLY WRITTEN RECORDS - All correspondence and reports to the COURT shall be computer-generated and shall appear professional, with the VENDOR'S name, address, and contact information included.
- VIII. ON SITE VISITS - The COURT shall be allowed to access, review and discuss activities and records and shall be allowed to interview individual youth, family, and/or VENDOR'S staff that are served or paid in whole or in part under this AGREEMENT.
- IX. BUILDING CODES-SAFETY ORDINANCES - If applicable, all buildings, offices and facilities utilized by the program where the YOUTH shall be present shall conform to and abide by all Federal, State, County and City building codes and safety ordinances. Documentation of such shall be presented to the COURT upon request.
- X. INSURANCE – The VENDOR shall procure, maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this AGREEMENT.
1. Municipality's Insurance Requirements: Municipality shall carry and continuously maintain throughout the Term of this Agreement, at its sole cost and expense and in the amounts specified, the following types of insurance:
- (a) **Worker's Compensation Insurance** if and to the extent required by the State of Ohio to protect Municipality's employees. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC). Such insurance shall be written on the National Council on Compensation Insurance (NCCI) form or its equivalent.
 - (b) **Commercial General Liability** insurance with limits of liability not less than:
 - \$1,000,000 each occurrence bodily injury & property damage;
 - \$1,000,000 personal & advertising injury;
 - \$2,000,000 general aggregate; and
 - \$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services Office (ISO) form or its equivalent.

2. Insurance Coverage Terms and Conditions
- a. The insurance policies of the Municipality required for this Agreement, shall:
 - i. Name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured. This does not apply to Workers Compensation.
 - ii. Contain a waiver of subrogation provision wherein the insurer(s) waives all rights of recovery against the County.
 - 1. Be primary and not in excess or contingent on any other basis;

2. The Certificates of Insurance evidencing these coverages shall contain the following additional insured and waiver of subrogation language where applicable:
 - a. “Cuyahoga County and its employees are additional insureds for purposes of commercial general liability”; and/or
 - b. “Waiver of subrogation in favor of the County.”
 - b. The insurance required for this Agreement shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best’s rating of A-VII or above.
 - c. The terms of this Agreement shall be controlling and shall not be limited by any insurance policy provision.
 - d. These insurance provisions shall not affect or limit the liability of the Municipality stated elsewhere in this Agreement or as provided by law.
 - e. The Municipality shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to services, work and/or operations performed in connection with this Agreement.
 - f. Where coverages are made on a claims made basis the claims-made retroactive date on the policy shall be prior to the commencement of activity related to this Agreement.
 - g. Municipality shall submit certificates of insurance evidencing the existence and amounts of insurance as required hereunder. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Agreement.
 - h. To the extent that Municipality is self-insured for claims related to personal injury, death and/or property damage which may occur during the course of rendering services under this Agreement, Municipality shall provide proof of its self-insured status.
- XI. ANTI-DISCRIMINATION – The County will follow its policies of non-discrimination. VENDOR hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this AGREEMENT, the VENDOR shall at all times conduct its business in a manner that assures there shall be no discrimination exercised against any person because of race, color, national origin, religion, age, handicap, veteran status or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the VENDOR shall fully comply with all appropriate Federal and State laws regarding such regulations including the Americans

with Disabilities Act.

- XII. ASSIGNABILITY - None of the work or services covered by this AGREEMENT shall be subcontracted without the prior written approval of the COURT.
- XIII. RELIGIOUS AFFILIATIONS - Religious programs/programming if offered shall be voluntary and non-denominational. Non-participation by YOUTH shall not result in any penalty.
- XIV. CONFIDENTIALITY - The parties will comply with all laws regarding confidentiality including, but not limited to, R.C. 2151.421, R.C. 5153.17 and, as applicable, R.C. 5101.131. In addition, products of mediation, mediators' notes, mediation records and mediation communications are confidential and subject to the restrictions set forth in O.R.C. 2317.02, O.R.C. 2317.023, and O.R.C. 3109.052. Authorized COURT representatives shall be allowed reasonable access to VENDOR'S records for review of activities that pertain to the performance of this AGREEMENT, and to interview individual participants served and/or VENDOR staff paid under this AGREEMENT only after permission is obtained from the affected mediation participants and suitable written assurances of confidentiality are given to the VENDOR. This does not authorize a jurist, public defender, prosecutor, COURT employee, or State of Ohio employee to obtain information about a specific mediation in contravention of the specified statutes. The VENDOR shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the COURT, its financial affairs, its relations with its citizens and its employees as well as any other information which may be specifically classified as confidential by the COURT. Client related information is highly confidential. All Federal and State regulations and statutes related to confidentiality shall be applicable to the VENDOR and it shall have an appropriate contract with its employees to that effect.
- XV. LICENSURE - The VENDOR shall have the appropriate license(s) or certification(s) necessary to provide the services of this AGREEMENT. The VENDOR shall also immediately notify the COURT of any change in licensure status affected by the certifying authority.
- XVI. AMENDMENT - This AGREEMENT constitutes the entire agreement of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written agreement executed by the COURT and the VENDOR. The VENDOR agrees that no representation or warranties shall be binding upon the COURT unless expressed in writing herein or in a duly executed amendment hereof.
- XVII. TERMINATION - This AGREEMENT may be terminated by the COURT or the VENDOR upon thirty (30) days prior written notice to the VENDOR. Termination pursuant to this paragraph shall not affect the COURT'S obligation to pay the VENDOR pursuant to the Budget Section of this AGREEMENT for services performed and expenses incurred prior to termination.

- XVIII. BREACH OF AGREEMENT REMEDIES** - Upon breach or default of any of the provisions, obligations or duties embodied in this AGREEMENT, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned. If the VENDOR fails to perform an obligation or obligations under this AGREEMENT and thereafter such failure(s) is (are) waived by the COURT, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the COURT is not effective unless it is in writing and signed by the COURT.
- XIX. SERVICE CONTINUITY** - In the event that the funding for the CDP is not renewed, the VENDOR shall develop a plan for cases still receiving mediation services at the end of the AGREEMENT period and submit to the COURT.
- XX. ETHICS REQUIREMENTS** - The VENDOR shall comply with all County ethics as well as all requirements within the provisions set forth in State of Ohio, Office of the Governor, Executive Order 2007-01S which establishes new ethics requirements.
- XXI. FINDINGS FOR RECOVERY** - The VENDOR represents and warrants that it is not subject to an “unresolved” finding for recovery under Ohio Revised Code Section 9.24.
- XXII. CRIMINAL RECORDS CHECK** - The VENDOR shall comply with the provisions as specified in the Ohio Revised Code 109.572 regarding criminal records checks for prospective employees and volunteers. The COURT shall receive upon request verification of police checks, reference checks and confirmation of educational requirements for all employees and volunteers of the VENDOR assigned to this program.
- XXIII. PUBLIC RECORDS** - All parties hereto acknowledge that the COUNTY is a political subdivision in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the COUNTY and any and all documents in any format or media.
- XXIV. GOVERNING LAW AND JURISDICTION** - This AGREEMENT shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this AGREEMENT, and each party consents to the exclusive jurisdiction of such courts. The VENDORS hereby agree not to challenge any provision in this AGREEMENT, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.
- XXV.** This AGREEMENT has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of COUNTY and

the VENDOR. The individuals signing on behalf of the parties to this AGREEMENT are authorized to execute this AGREEMENT on behalf of the COURT and the COUNTY and the VENDORS.

XXVI. ELECTRONIC SIGNATURES - By entering into this AGREEMENT, the VENDOR agrees on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. The VENDOR also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the COUNTY, the COURT and the VENDOR have executed this AGREEMENT as of the date first above written.

City of Fairview Park

By: _____

Cuyahoga County Juvenile Court

By: _____

Terease Z. Neff, Court Administrator

Cuyahoga County, Ohio

By: _____

Armond Budish, County Executive

CITY OF FAIRVIEW PARK
RESOLUTION NO. 20-
REQUESTED BY: MAYOR PATRICK COONEY
SPONSORED BY: COUNCILWOMAN WERING

A RESOLUTION TO EXPRESS THE NEED AND DESIRE OF THE CITY OF FAIRVIEW PARK, OHIO FOR THE APPOINTMENT OF A VOLUNTEER HEARING OFFICER TO PRESIDE AT COMMUNITY DIVERSION PROGRAM HEARINGS

WHEREAS, the City of Fairview Park, Ohio is within the jurisdiction of the Cuyahoga County Court of Common Pleas: Juvenile Division (Court), which pursuant to ORC. 2151.23(A)(1) has exclusive original jurisdiction concerning any child who charged in a complaint to be a delinquent or unruly child; and

WHEREAS, the City of Fairview Park files delinquency and unruly complaints with the Court; and

WHEREAS, the Community Diversion Program (CDP) is a program sponsored by the Court in cooperation with the City of Fairview Park featuring Volunteer Hearing Officer selected by the City of Fairview Park and trained by the Court;

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

SECTION 1. That the City of Fairview Park, Ohio has a need for and desire for participation in the Community Diversion Program (CDP) sponsored by the Cuyahoga County Juvenile Court.

SECTION 2. That the City of Fairview Park, Ohio has a need for and desire for a Volunteer Hearing Officer to be appointed by the Cuyahoga County Juvenile Court.

SECTION 3. That this Volunteer Hearing Officer shall hear and pronounce disposition on all complaints involving minor first time delinquency and unruly offenses committed by minor Fairview Park City youth, or minors committing crimes in the City of Fairview Park, which are referred by the Cuyahoga County Juvenile Court.

SECTION 4. That the City of Fairview Park, Ohio requests that attorney John Castele, whose resume is hereto attached, to be appointed by the Cuyahoga County Juvenile Court to serve as a Volunteer Hearing Officer for the City of Fairview Park.

SECTION 5: 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 6: That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED:
APPROVED:

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

Michael P. Kilbane, President of Council

Patrick J. Cooney, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK

RESOLUTION NO. 20-

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

SPONSORED BY: COUNCILWOMAN KING

A RESOLUTION AUTHORIZING PARTICIPATION IN THE 2020 ODOT WINTER
CONTRACT OR ROAD SALT AND DECLARING AN EMERGENCY

WHEREAS, Section 5513.01 (B) of the Ohio Revised Code provides the opportunity for Counties, Townships, Municipal Corporations, Conservancy Districts, Township Park Districts created under Chapter 1545 of the Revised Code, Port Authorities, Regional Transit Authorities, Regional Airport Authorities, Regional Water and Sewer Districts, County Transit Boards, State Universities or Colleges to participate in contracts of the Ohio Department of Transportation for the purchase of machinery, materials, supplies or other articles.

WHEREAS, the City of Fairview Park hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual winter road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

a. The City of Fairview Park hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon of award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

b. The City of Fairview Park hereby acknowledges that upon the Director of ODOT's signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the City of Fairview Park; and

c. The City of Fairview Park agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the City of Fairview Park's participation in the winter road salt contract; and

d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT: and

e. The City of Fairview Park hereby requests through this participation agreement a total of 2,200 tons of Sodium Chloride (Road Salt) of which the City of Fairview Park

agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

f. The City of Fairview Park hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period; and

g. The City of Fairview Park hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and

h. The City of Fairview Park acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: contracts.purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the City of Fairview Park's participation request. Furthermore, it is the sole responsibility of the City of Fairview Park to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a City of Fairview Park's participation agreement and/or a City of Fairview Park's request to rescind its participation agreement.

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

SECTION 1. That the Mayor hereby requests authority in the name of the City of Fairview Park to participate in the Ohio Department of Transportation contracts for the purchase of machinery, materials, supplies or other articles which the Department has entered into pursuant to Ohio Revised Code Section 5513.01 (B), including, but not limited to the ODOT Winter contracts.

SECTION 2. That the Mayor is hereby authorized to agree in the name of the City of Fairview Park to directly pay vendors, under each such contract of the Ohio Department of Transportation in which the City of Fairview Park participates, for items it receives pursuant to the contract.

SECTION 3. That this participation agreement for the ODOT winter road salt contract is hereby approved by this Council, funding has been authorized, and the City of Fairview Park agrees to the above terms and conditions regarding participation on the ODOT winter salt contract.

SECTION 4. That it is found and determined that all formal actions of this Council concerning and relating to this legislation 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 resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and to meet the deadlines for submission of April 2020 as required by ODOT to participate in the program, and provided it receives the affirmative vote of a majority plus one of the members of 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:
2nd reading:
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.

CITY OF FAIRVIEW PARK
ORDINANCE NO. 20-05 AMENDED (*proposed amendments from 03.02.20 committee*)
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 from Temporary Budget in bold)
CITY OF FAIRVIEW PARK

	Temporary Ord #19-69	\$ Adjustment	Annual Ord #20-05A
<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
OTHER SUBTOTAL	\$3,239.48	\$7,975.57	\$11,215.05
TOTAL BUILDING STANDARDS	\$97,253.29	\$309,698.75	\$406,952.05

bold = amendments

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

	Temporary Ord #19-69	\$ Adjustment	Annual Ord #20-05A
			<i>bold</i> = amendments
<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>7740 ENGINEER</u>			
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00

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

	Temporary Ord #19-69	\$ Adjustment	Annual Ord #20-05A
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	\$148,540.72	\$197,044.97
OTHER SUBTOTAL	\$3,666.99	\$9,754.28	\$13,421.26
TOTAL LEGISLATIVE	\$52,171.24	\$158,294.99	\$210,466.23
<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	\$8,861,441.33	\$11,640,316.78
<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>6620 STREET CLEANING</u>			
PERSONNEL SUBTOTAL	\$0.00	\$0.00	\$0.00

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

	Temporary Ord #19-69	\$ Adjustment	Annual Ord #20-05A
OTHER SUBTOTAL	\$0.00	\$0.00	<i>bold</i> = amendments \$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>270 FIRE OPERATING LEVY FUND</u>			
PERSONNEL SUBTOTAL	\$75,816.68	\$230,903.76	\$306,720.44

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

	Temporary Ord #19-69	\$ Adjustment	Annual Ord #20-05A
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

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

	Temporary Ord #19-69	\$ Adjustment	Annual Ord #20-05A
<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

bold = amendments

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

	Temporary Ord #19-69	\$ Adjustment	Annual Ord #20-05A
			<i>bold</i> = amendments
<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>			

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

	Temporary Ord #19-69	\$ Adjustment	Annual Ord #20-05A
TOTAL SURVEY SAN/STORM SEWER	\$0.00	\$4,898.91	<u>\$4,898.91</u> <small><i>bold</i> = amendments</small>
 811 CAPITAL PROJECTS FUND			
TOTAL CAPITAL PROJECTS FUND	\$650,000.00	\$2,347,681.97	\$2,997,681.97
 TOTAL ALL FUNDS	 \$8,266,612.23	 <u>\$23,113,288.20</u>	 \$31,379,900.46

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. 20-06
REQUESTED BY: GREGORY CINGLE, FINANCE DIRECTOR
SPONSORED BY: COUNCILWOMAN KING

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE OHIO AUDITOR OF STATE TO AUDIT THE BASIC FINANCIAL STATEMENTS OF THE CITY OF FAIRVIEW PARK FOR FY 2019

WHEREAS, the City of Fairview Park is required to have an independent audit of its financial records each year; and

WHEREAS, the Ohio Auditor of State has the ability and expertise to prepare the audit for FY 2019, and has proposed to the City of Fairview Park to provide required audit services for FY 2019.

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 an agreement with the Ohio Auditor of State in an amount not to exceed Twenty Nine Thousand Nine Hundred Thirty Dollars (\$29,930.00), to provide services to audit the basic financial records of the City of Fairview Park for FY 2019, to be paid from the General Fund (100), a copy of which is attached hereto as "Exhibit A," with such revisions that may be made by the Director of Law and approved by the Mayor without altering the substance thereof.

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 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. Westbrook, Clerk of Council

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