

# City of Strongsville

16099 Foltz Parkway  
Strongsville, Ohio 44149-5598  
Phone: 440-580-3110  
www.strongsville.org

May 30, 2024

## City Council

James A. Kaminski  
Ward 1

Annmarie P. Roff  
Ward 2

Thomas M. Clark  
Ward 3

Gordon C. Short  
Ward 4

James E. Carbone  
At-Large

Kelly A. Kosek  
At-Large

Brian M. Spring  
At-Large

Aimee Pientka, MMC  
Clerk of Council

## MEETING NOTICE

City Council has scheduled the following meetings for **Monday, June 3, 2024**, to be held in the Caucus Room and the Council Chamber at the **Mike Kalinich Sr. City Council Chamber, 18688 Royalton Road**:

**Caucus will begin at 6:45 p.m.** All committees listed will meet immediately following the previous committee:

**6:45 P.M.** **Building & Utilities Committee** will meet to discuss Resolution No. 2024-085.

**Public Safety & Health Committee** will meet to discuss Ordinance Nos. 2024-086, 2024-087 and 2024-088.

**Recreation & Community Services Committee** will meet to discuss Ordinance No. 2024-089.

**Planning, Zoning & Engineering Committee** will meet to discuss Ordinance No. 2024-090.

**Public Service & Conservation Committee** will meet to discuss Resolution No. 2024-091.

**7:00 P.M.** **Regular Council Meeting**

Any other matters that may properly come before this Council may also be discussed.

**BY ORDER OF THE COUNCIL:**

Aimee Pientka, MMC  
Clerk of Council

**STRONGSVILLE CITY COUNCIL REGULAR MEETING**  
**MONDAY, JUNE 3, 2024 AT 7:00 P.M.**  
Mike Kalinich Sr. City Council Chamber  
18688 Royalton Road, Strongsville, Ohio

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**AGENDA**

1. CALL TO ORDER:
2. PLEDGE OF ALLEGIANCE:
3. CERTIFICATION OF POSTING:
4. ROLL CALL:
5. COMMENTS ON MINUTES:
  - *Regular Council Meeting – May 20, 2024*
6. APPOINTMENTS, CONFIRMATIONS, AWARDS AND RECOGNITION:
7. REPORTS OF COUNCIL COMMITTEE:
  - ECONOMIC DEVELOPMENT – Clark
  - BUILDING & UTILITIES – Roff
  - PUBLIC SAFETY AND HEALTH – Roff
  - RECREATION AND COMMUNITY SERVICES – Spring
  - SCHOOL BOARD – Spring
  - FINANCE – Short
  - SOUTHWEST GENERAL HEALTH SYSTEM – Short
  - COMMUNICATIONS AND TECHNOLOGY – Kaminski
  - PLANNING, ZONING AND ENGINEERING – Kosek
  - PUBLIC SERVICE AND CONSERVATION – Kosek
  - COMMITTEE-OF-THE-WHOLE – Carbone
8. REPORTS AND COMMUNICATIONS FROM THE MAYOR, DIRECTORS OF DEPARTMENTS AND OTHER OFFICERS:
  - MAYOR PERCIAK:
  - FINANCE DEPARTMENT:
  - LAW DEPARTMENT:
9. AUDIENCE PARTICIPATION:

10. ORDINANCES AND RESOLUTIONS:

- Resolution No. 2024-085 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL DESIGN SERVICES IN CONNECTION WITH THE CITY OF STRONGSVILLE MUNICIPAL ENERGY CONSERVATION AND BUILDING IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-086 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR REPAIR AND REFURBISHMENT OF A CITY OF STRONGSVILLE FIRE DEPARTMENT AERIAL TRUCK, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-087 by Mayor Perciak and All Members of Council. AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE THROUGH THE OHIO OFFICE OF BUDGET AND MANAGEMENT, IN CONNECTION WITH FUNDS AVAILABLE FROM THE AMERICAN RESCUE PLAN ACT OHIO AMBULANCE TRANSPORTATION IMPACTED INDUSTRY PROGRAM, TO BE UTILIZED BY THE CITY OF STRONGSVILLE FIRE DEPARTMENT; RATIFYING AND APPROVING THE MAYOR'S ENTERING INTO AN OHIO AMBULANCE TRANSPORTATION IMPACTED INDUSTRY PROGRAM SUBRECIPIENT AGREEMENT; FURTHER AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-088 by Mayor Perciak and All Members of Council. AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF HVAC MAINTENANCE AND REPAIR SERVICES FOR USE BY THE CITY OF STRONGSVILLE POLICE DEPARTMENT FOR ITS FACILITIES; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-089 by Mayor Perciak and All Members of Council. AN ORDINANCE AUTHORIZING THE MAYOR AND DIRECTOR OF RECREATION & SENIOR SERVICES TO ACCEPT FUNDING FROM THE CUYAHOGA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF SENIOR AND ADULT SERVICES, THROUGH THE OHIO DEPARTMENT OF AGING; AUTHORIZING EXECUTION OF ANY REQUIRED DOCUMENTS RELATED THERETO; AND DECLARING AN EMERGENCY.
- Ordinance No. 2024-090 by Mayor Perciak and All Members of Council. AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT LAND AND REAL ESTATE LOCATED NEAR ROYALTON ROAD AND PROSPECT ROAD IN THE CITY OF STRONGSVILLE FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO LB (LOCAL BUSINESS) CLASSIFICATION (PART OF PPN 393-15-028), AND DECLARING AN EMERGENCY.

- Resolution No. 2024-091 by Mayor Perciak and All Members of Council. A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR PROPOSALS FOR QUALIFIED CONSULTING SERVICES FOR THE OPERATION, MAINTENANCE AND MANAGEMENT OF THE CITY'S WASTEWATER FACILITIES, AND DECLARING AN EMERGENCY.

11. COMMUNICATIONS, PETITIONS AND CLAIMS:
12. MISCELLANEOUS BUSINESS:
13. ADJOURNMENT:



CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 085

By: Mayor Perciak and All Members of Council

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR QUALIFICATIONS FOR PROFESSIONAL DESIGN SERVICES IN CONNECTION WITH THE CITY OF STRONGSVILLE MUNICIPAL ENERGY CONSERVATION AND BUILDING IMPROVEMENT PROJECT, AND DECLARING AN EMERGENCY.**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That the Mayor be and is hereby authorized to advertise a request for qualifications for professional design services in connection with the City of Strongsville's Municipal Energy Conservation and Building Improvement Project, consisting of constructing, installing, modifying and remodeling existing municipal buildings with energy conservation measures as determined to be necessary to reduce energy consumption in the City of Strongsville.

**Section 2.** That the funds for the purposes of this Resolution have been appropriated and shall be paid from the General Capital Improvement Fund.

**Section 3.** That 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 4.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to advertise a request for qualifications for professional design services in order to preserve and properly maintain City-owned properties, to reduce energy consumption, and to conserve public funds. Therefore, provided, this Resolution receives the affirmative vote of two-thirds 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.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 085

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	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Attest: \_\_\_\_\_

Clerk of Council

*Res.* Ord. No. 2024-085 Amended: \_\_\_\_\_

1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_

Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 086

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT FOR REPAIR AND REFURBISHMENT OF A CITY OF STRONGSVILLE FIRE DEPARTMENT AERIAL TRUCK, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville Fire Department owns a 2008 E-One Aerial #2634 fire truck, which is in need of repair and refurbishment in order to properly maintain the service life of such aerial truck in the current fleet of vehicles for the City's Fire Department; and

WHEREAS, due to the replacement cost of new fire trucks, as well as lengthy time periods for assembly and delivery of a new truck, it would be advantageous to repair and refurbish an existing City-owned fire truck at this time; and

WHEREAS, therefore, it is necessary to contract with a readily available local vendor that specializes in restoration of emergency vehicles, and could promptly begin the repair and refurbishment process for the aerial truck in order to protect the health, safety, welfare and property of the City; and

WHEREAS, the Fire Department recommends and seeks authority to proceed on an expedited basis and without public bidding for such repairs.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, BY UNANIMOUS AFFIRMATIVE VOTE:

**Section 1.** That this Council finds that the City of Strongsville Fire Department's 2008 E-One Aerial #2634 fire truck needs to be repaired and refurbished, which can be accomplished most advantageously through an available local vendor that specializes in restoration of emergency vehicles.

**Section 2.** That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Fire Department of the City of Strongsville, in that it has become immediately necessary to contract for repairs and refurbishment to an aerial truck, without public bidding, from **AMERICAN FLEET SERVICES**, in order to continue to provide for the safe and proper operation of the Fire Department, to maintain City equipment, and to protect the health, safety and welfare of the City's residents and invitees, and to conserve public funds.

**Section 3.** That, for the reasons aforesaid, this Council hereby authorizes the Mayor to enter into a contract with **AMERICAN FLEET SERVICES**, without public bidding, for the repair and refurbishment of the City's 2008 E-One Aerial #2634 fire truck, in the amount of \$129,500.00, as more fully set forth on the proposal and specifications attached hereto as Exhibit A, and incorporated herein by reference.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 086

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**Section 4.** That the funds for the purposes of this Ordinance have been appropriated and shall be paid from the Emergency Vehicle 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 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 necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to authorize entering into a contract for the restoration of a fire vehicle in order to provide for the safe operation of the City's emergency vehicles, and to conserve public funds. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

Ord. No. 2024-086 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_





Strongsville Fire Department Strongsville Fire Department  
April 22nd, 2024  
2008 E-One Aerial Fire Apparatus  
Serial No.: 4EN3AAA8X81004518  
MFG. SO# 134518  
Unit No.: Aerial #2634  
License No.: #2634

Dear Chief Draves & Assistant Chief Aljabi,

American Fleet Services is pleased to quote the following Emergency Vehicle Restoration & Refurbishment Services to the Strongsville Fire Department:

### **CAB & Chassis**

#### **PREPARATION**

Complete exterior, under body & chassis steam clean & power wash.

Remove cab mounted vinyl graphics and lettering as required.

Remove exterior cab trim, fenderettes, emergency lights, mirrors, grilles, grab handles, vents, front bumper systems and assembly, auto-eject system, telescopic light systems, etc. as required.

Remove front cab two (2) windshields.

Remove left & right (2) cab side glass panels.

Remove two (2) front cab doors assemblies

Remove two (2) rear cab door assemblies.

Remove two (2) front cab doors glass, trim panels, latches, mirrors, seals, hinges, moldings & trim.

Remove two (2) rear cab doors' glass, trim panels, latches, seals, hinges moldings & trim.

**NOTE:** Accessory removal to be below the upper cab parameter rain gutter system

**NOTE:** Upon removal of accessories, they shall be inspected and customer advised of replacement requirements.

**NOTE:** AFS is not responsible for any or all glass breakage during removal and re-installation operations.

#### **REPAIR**

Repair & align left front cab door. (Sandblast corrosion)

Includes inner door frame. Extract broken attaching hardware as required.

Repair & align right front cab door. (Sandblast corrosion)

Includes inner door frame. Extract broken attaching hardware as required.

Repair & align left rear cab door. (Sandblast corrosion)

Includes inner door frame. Extract broken attaching hardware as required.

Repair & align right rear cab door. (Sandblast corrosion)

Includes inner door frame. Extract broken attaching hardware as required.

Repair left cab side panels and support structures as required. Includes sandblast & removal of rusted and deteriorated metal,

Repair left cab side panels and support structures as required. Includes sandblast & removal of rusted and deteriorated metal,

Repair rear cab panel and support structures as required. Includes sandblast of all effected areas.

Repair front cab panel. (Sandblast corrosion)

Repair all four (4) cab door opening frames & step systems. (Sandblast corrosion)

**NOTE:** All areas of corrosion sand blast shall be masked off and protected to defend against any and all collateral sand blast damage, as required.

#### **REPLACE**

Replace left and right cab wheel opening polished aluminum fender insulated belt moldings

Cut & drill to fit as required.

Replace all cab door mounted weather seal. (120+')

Replace four (4) cab door handle gaskets.

#### **REFINISH**

Refinish complete cab exterior in PPG Delfleet Evolution Polyurethane Enamel to red & white 2-tone finish.

**NOTE:** Cab refinish services shall be below the upper roof rain gutter system.

**NOTE:** Cab refinish services DO NOT include the cab roof system.

Refinish left & right front cab doors in PPG Delfleet Evolution Polyurethane Enamel to red & white 2-Tone finish

Refinish left & right rear cab doors in PPG Delfleet Evolution Polyurethane Enamel to red and white 2-tone finish.

Refinish rear left & right door opening jambs & frames in textured Zolotone to gray.

Wet sand and machine polish cab & door exterior finish to a high luster gloss.

Machine rub, glaze and wax cab interior roof system & accessories as required.

Rustproof / undercoat cab underside as required.

**EXHIBIT A**



#### RE-ASSEMBLY

Clean & polish all exterior trim and accessories as required prior to reinstallation!

All aluminum tread plate covers and accessories shall be chemically cleaned and buffed to a bright shine. (Best possible)

Re-install exterior cab trim, fenderettes, emergency lights, mirrors, grilles, grab handles, vents, front bumper systems and assembly, auto-eject system, telescopic light systems, etc. as required.

Re-install front cab two (2) windshields.

Re-install left & right (2) cab side glass panels.

Re-install two (2) front cab doors & adjust

Re-install two (2) rear cab doors & adjust

Re-install two (2) front cab doors glass, trim panels, latches, mirrors, seals, hinges, moldings & trim.

Remove two (2) rear cab doors' glass, trim panels, latches, seals, hinges moldings & trim.

Caulk and seal all cab attached trim and rear cab mounted aluminum tread plate panels as required.

**Note:** All attaching hardware will be replaced utilizing marine grade stainless steel hardware!

**Note:** Dielectric barrier gaskets & compounds will be utilized on all attaching component paint surfaces.

**Note:** All areas of corrosion sand blast shall be masked off and protected to defend against any and all collateral sand blast damage, as required.

#### **APPARATUS BODY**

##### PREPARATION

Remove body & compartment door mounted exterior vinyl graphics and lettering as required.

Remove four (4) body mounted compartment doors.

Remove four (4) compartment door mounted hinges, latches, gas struts, weather seals & hardware as required.

Remove two (2) out rigger mounted trim panels.

Remove two (2) left & right out rigger trim panel mounted accessories, lights, etc., as required

Remove & reinstall front left and right body mounted aluminum tread plate panels 7 step systems as required

Remove left & right body mounted rain gutters, left & right lower pump panel mounted rub rail systems, body side wheel opening panel mounted trim, accessories, lights, lower body rub rail & light systems, wheel chock systems, out-rigger pad storage systems, SCBA doors & compartments; etc., as required

Remove rear body mounted emergency light systems, aerial control panels, interior side panel stainless steel and aluminum tread plate trim panels, rear tail board system assembly as required.

##### REPAIR

Repair corrosion & paint imperfections on all four (4) painted compartment doors. (Sandblast corrosion)

Repair corrosion & paint imperfections on left and right front apparatus body panels & extrusions as required. (Sandblast corrosion)

Repair corrosion & paint imperfections on left and right side apparatus body panels & extrusions as required. (Sandblast corrosion)

Repair corrosion & paint imperfections on left and right rear apparatus body panels & extrusions as required. (Sandblast corrosion)

Repair corrosion & paint imperfections on left and right rear out-rigger weldment systems as required. (Sandblast corrosion)

##### REPLACE

Replace four (4) compartment door mounted weather seals. (70'+-)

Replace left front compartment #L1 complete ROM roll up door system with natural aluminum finish. Includes removal of existing.

Replace left front compartment #L4 complete ROM roll up door system with natural aluminum finish. Includes removal of existing.

Replace left front compartment #R1 complete ROM roll up door system with natural aluminum finish. Includes removal of existing.

Replace left front compartment #R4 complete ROM roll up door system with natural aluminum finish. Includes removal of existing.

##### REFINISH

Refinish four (4) body mounted compartment doors in PPG Delfleet Evolution Polyurethane Enamel to red.

Refinish left & right body panels & extrusions in PPG Delfleet Evolution Polyurethane Enamel to red.

Refinish rear left & right body panels & extrusions in PPG Delfleet Evolution Polyurethane Enamel to red.

Refinish left and right rear out-rigger weldment systems to black.

Wet sand and machine polish finish to a high luster gloss.

Rustproof / undercoat cab underside as required.

##### RE-ASSEMBLY

Clean & polish all exterior trim and accessories as required prior to reinstallation!

All aluminum tread plate covers and accessories shall be chemically cleaned and buffed to a bright shine. (Best possible)

Re-install four (4) body mounted compartment doors.

Re-install four (4) compartment door mounted hinges, latches, gas struts, weather seals & hardware as required.

Re-install two (2) out rigger mounted trim panels.

Re-install two (2) left & right out rigger trim panel mounted accessories, lights, etc., as required

Re-install front left and right body mounted aluminum tread plate panels 7 step systems as required

Re-install left & right body mounted rain gutters, side wheel opening panel mounted trim, accessories, lights, lower rub rail & light systems, wheel chock systems, out-rigger pad storage systems, SCBA doors & compartments; etc., as required

Re-install rear body mounted emergency light systems, aerial control panels, interior side panel stainless steel and aluminum tread plate trim panels, rear tail board system assembly as required.

Caulk and seal all body exterior trim and seams as required.

**Note:** All attaching hardware will be replaced utilizing marine grade stainless steel hardware!



**Note:** Dielectric barrier gaskets and components will be utilized on all attaching component paint surfaces.

**Note:** All areas of corrosion sand blast shall be masked off and protected to defend against any and all collateral sand blast damage, as required.

#### GRAPHICS & STRIPING

Provide & install entire apparatus vinyl graphics, striping & operational safety placards to SFD specifications.

**NOTE:** Graphic, striping & operational safety placard replacement price is based off of a **\$6,000.00** "Allowance" quote only.

#### FREIGHT

Freight charges for any and all products outlined in this proposal are included in the final refurbishment price.

#### DETAILED DELIVERY

Complete apparatus light system performance check.

Complete chassis lubrication and fluid check.

Complete interior / exterior clean up and detail

#### PPG Paint Products:

PPG Delfleet Evolution Base Coat / Clear Coat & Single Stage Polyurethane Enamel Systems

The latest in fleet paint coating technology

PPG One-Choice Aluminum Conditioner and Cleaner Systems

Utilized on all bare aluminum metal substrate surfaces prior to primer coat protection.

PPG Epoxy Primer / Aluminum Substrate Protection System

Utilized on all bare aluminum metal substrate surfaces post PPG One Choice Conditioner and Cleaner applications.

PPG ECK Anti-Corrosion Compound System

Utilized on all dissimilar metal surfaces to defend against premature electrolysis corrosion damage.

PPG Durabull Extreme-Duty Protective Coating System

Utilized on all door jamb and door frame surfaces to defend against wear and tear surface damage

#### WARRANTY

PPG Delfleet Evolution Paint System: Five (5) Years, See Enclosure

American Fleet Services: One (1) Year, See Enclosure

#### PAYMENT TERMS

Arrival of Vehicle for Refurbishment: 1/3 Payment Due

Pre-paint Inspection: 1/3 Payment Due

Final Delivery & Acceptance: 1/3 Payment Due

#### OPEN & ADDITIONAL ITEMS:

Upgrade of any exterior lights from current models to new LED or Whelen LED light systems are an OPEN and ADDITIONAL item.

Any and all items, deficiencies and or issues not listed above in this refurbishment quote shall be considered open and additional items if required.

#### REFURBISHMENT DELIVERY TIME

Delivery not to exceed 150-180 days ARO and vehicle delivery for refurbishment.

**\$129,500.00** *Total Cost Refurbishment as Outlined!*

The above captioned quote proposal is based upon our inspection and does not include additional parts and or labor that was not evident at the time of the initial estimate. It is impossible to furnish an exact quotation without completely disassembling your vehicle. Therefore, the above quote of refurbishment is not guaranteed.

Client will be advised of any and all hidden damage and their related repair cost upon disassembly of captioned vehicle.

AFS is not responsible for any glass breakage during removal or reinstallation operations.

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2024 – 087**

**By: Mayor Perciak and All Members of Council**

**AN ORDINANCE RATIFYING AND APPROVING THE FILING OF AN APPLICATION FOR FINANCIAL ASSISTANCE THROUGH THE OHIO OFFICE OF BUDGET AND MANAGEMENT, IN CONNECTION WITH FUNDS AVAILABLE FROM THE AMERICAN RESCUE PLAN ACT OHIO AMBULANCE TRANSPORTATION IMPACTED INDUSTRY PROGRAM, TO BE UTILIZED BY THE CITY OF STRONGSVILLE FIRE DEPARTMENT; RATIFYING AND APPROVING THE MAYOR'S ENTERING INTO AN OHIO AMBULANCE TRANSPORTATION IMPACTED INDUSTRY PROGRAM SUBRECIPIENT AGREEMENT; FURTHER AUTHORIZING ACCEPTANCE OF FUNDS, AND DECLARING AN EMERGENCY.**

WHEREAS, the Ohio Office of Budget and Management ("OBM") is an agency within the executive branch of the Ohio state government which provides financial management and policy analysis to help ensure the responsible use of state resources; and

WHEREAS, the American Rescue Plan Act ("ARPA") was signed into law March 11, 2021 and established the Coronavirus State and Local Fiscal Recovery Fund ("SLFRF") to support state, local and Tribal governments across the country in response to and recovery from the COVID-19 public health emergency; and

WHEREAS, the State, through OBM, was directly allocated and accepted \$5.3 billion in SLFRF funds from the United States Department of the Treasury; and

WHEREAS, the Ohio Ambulance Transportation Impacted Industry funds are used by OBM to administer grants to any public, not-for-profit, or private ground ambulance transport provider, who submitted claims to the Ohio Department of Medicaid during State fiscal year 2023; and

WHEREAS, ambulance transportation providers shall use the funds to support workforce relief costs incurred during the pandemic; and

WHEREAS, at this time, due to funds remaining, OBM is offering a new funding opportunity to further support workforce impacts exacerbated by the pandemic; and

WHEREAS, the City's Fire Department has submitted an application for funding with the Office of Budget and Management, Ohio Ambulance Transportation Impacted Industry Program in order to meet the deadline for eligibility of funds; and

WHEREAS, in addition, when the City is advised that its application for funding under the Grant program is approved, the City is desirous of accepting such award.

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



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 087

Page 2

**Section 1.** That this Council hereby ratifies and approves the filing of an application with the Ohio Office of Budget and Management in connection with funds available from the American Rescue Plan Act Ohio Ambulance Transportation Impacted Industry Program to be utilized by the City of Strongsville Fire Department.

**Section 2.** That this Council further ratifies and approves the Mayor's entering into an Ohio Ambulance Transportation Impacted Industry Program Subrecipient Agreement in order to be eligible to receive the grant funds which are available, a copy of which is attached hereto as Exhibit A.

**Section 3.** That this Council hereby authorizes the acceptance of any award of funding under such Grant program, and hereby authorizes the Mayor, Director of Finance, Fire Chief and/or other appropriate officers of the City to provide, execute and deliver certifications, assurances and such other information as may be required in connection therewith.

**Section 4.** That any funds which may be awarded shall be placed into and expended out of the Fire Levy 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 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, health, safety and welfare of the City, and for the further reason that it is immediately necessary to ratify and approve the filing of the application in order to meet the filing deadline and be eligible for receipt of funding, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds 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.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

Ord. No. 2024-087 Amended: \_\_\_\_\_  
 1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

**OHIO AMBULANCE TRANSPORTATION  
IMPACTED INDUSTRY PROGRAM SUBRECIPIENT AGREEMENT**

This subrecipient agreement (“Agreement”) is made and entered into by and between the State of Ohio (the “State”), through the Ohio Office of Budget and Management (“OBM”), and located at 30 E. Broad Street, 34th Floor, Columbus, Ohio 43215, and the signed Subrecipient below (the “Subrecipient”), (individually a “Party” or collectively the “Parties”) to set forth the terms and conditions upon which OBM will provide a subaward to the Subrecipient for purposes of the Ohio Ambulance Transportation Impacted Industry Program as discussed herein.

**WHEREAS**, the American Rescue Plan Act (“ARPA”) (Pub. L. No. 117-2), signed into law March 11, 2021, established the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”), and appropriated \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency;

**WHEREAS**, the State, through OBM, was directly allocated and accepted \$5.3 billion in SLFRF relief as federal award identification number SLFRP0130 from the United States Department of the Treasury (“Treasury”);

**WHEREAS**, pursuant to Section 280.10 of Amended Substitute House Bill 45 (“H.B. 45”), the 134th General Assembly of the State of Ohio appropriated \$20 million in SLFRF funds to OBM in appropriation item 042627, Ohio Ambulance Transportation;

**WHEREAS**, pursuant to Section 280.10 of H.B. 45, appropriation item 042627, Ohio Ambulance Transportation, shall be used by OBM to administer grants to any public, not-for-profit, or private ground ambulance transport provider, who submitted claims to the Ohio Department of Medicaid during state fiscal year 2023;

**WHEREAS**, ambulance transportation providers shall use the funds to support workforce relief costs incurred during the pandemic; and

**WHEREAS**, it is the intent of the Parties for OBM to provide funding to the Subrecipient for eligible expenditures under ARPA, as further provided for in H.B. 45.

**NOW, THEREFORE**, for the purposes of providing SLFRF funds to the Subrecipient in accordance with ARPA and H.B. 45, the Parties hereby covenant and agree as follows:

1. **Eligibility; Funding Amount; Scope of Work.** As provided for in Section 280.10 of H.B. 45, Subrecipient affirms it is an Ohio ambulance transportation provider and an eligible recipient of funding as part of the Ohio Ambulance Transportation Impacted Industry Program. Upon notification of an official award, OBM agrees to advance funds via electronic funds transfer to Subrecipient in an amount not to exceed the amount identified in the notification. In addition, Subrecipient agrees to use the funds provided under this subaward only to support workforce relief costs incurred during the pandemic as provided for in H.B. 45 and OBM program guidance. Any deviation in the scope of work shall be prohibited unless prior approval is granted in writing by OBM.
2. **Compliance with Laws and Regulations.** In accepting funds under the Agreement, Subrecipient agrees to comply with H.B. 45, ARPA, Treasury regulations implementing ARPA, and guidance issued by Treasury regarding the foregoing, including the restrictions on use that apply to each of the eligible use categories. Subrecipient also agrees to comply with all other applicable federal,

EX.A

state, and local laws, rules, regulations, executive orders, or guidance governing the funds provided under the Agreement. In addition, Subrecipient certifies it will adhere to Treasury's Award Terms and Conditions (attached hereto as Exhibit A and incorporated herein by reference), and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, which is hereby incorporated by reference, as applicable. Subrecipient acknowledges and agrees that any funds provided under this Agreement that are not spent in accordance with the intent and purpose of H.B. 45 and/or in violation of this Section shall be returned in full to the State.

3. **Duplicating Costs.** In accepting funding under the Agreement, Subrecipient certifies funds will not be used to cover a cost already covered by another state or federal funding source.
4. **Maintenance of Records; Audit.** Subrecipient shall maintain records and financial documents sufficient to support compliance with H.B. 45, ARPA, Treasury's regulations implementing ARPA, and guidance regarding the eligible uses of funds. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury by OBM, whichever is later. Subrecipient also agrees to make such records and financial statements available to the State, OBM, the Ohio Auditor of State, or other authorized auditors, agents, or representatives as necessary upon request. Subrecipient further agrees that funds received under this Agreement may be subject to future review or audit and agrees to fully comply with such review or audit, including access to records.
5. **Reporting.** The Subrecipient agrees, without reservation, to comply with any reporting obligations or certifications established by Treasury, the State, or OBM pertaining to funds received under this Agreement. Furthermore, Subrecipient, upon request, shall provide OBM with any necessary information to meet its reporting requirements to Treasury.
6. **Period of Performance.** The period of performance for use of funds received under this Agreement begins upon the Subrecipient's receipt of funds and ends on September 30, 2024. However, in the event of an early termination under Section 8 of this Agreement, the period of performance will be effective until the date of termination.
7. **Effective Date and Duration; Closeout.** The Agreement shall take effect and be binding on the Parties upon the completion of: (i) the signature of the Subrecipient's authorized representative below; (ii) Subrecipient's receipt of the notification of award from OBM; and (iii) Subrecipient's receipt of funds. Notwithstanding other provisions in this Agreement and unless terminated earlier in accordance with Section 8 of this Agreement, the Agreement will remain in effect until OBM determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and other obligations in accordance with the requirements under ARPA and its related regulations and guidance. Furthermore, in accordance with 2 C.F.R. 200.344, OBM will closeout this award upon determination that all applicable administrative actions and all required work of the award have been completed.

## 8. Termination.

- a. **Termination for Cause.** OBM may terminate this Agreement for cause upon notice to the Subrecipient if the Subrecipient fails to comply with any portion of Section 2 of this Agreement.
  - b. **Termination for Convenience.** The Agreement may be terminated for convenience, in whole or in part, as follows:
    - i. **By OBM with Consent of the Subrecipient.** The Parties shall agree upon the termination conditions, including the effective date not to exceed the period of performance, and, in the case of partial termination, the portion to be terminated;  
or
    - ii. **By the Subrecipient Upon Submitting Written Notification to OBM.** The written notification must set forth the reasons for the termination, the effective date not to exceed the period of performance, and, in the case of partial termination, the portion to be terminated. However, in the case of a proposed partial termination, OBM may terminate the Agreement and recoup portions or all SLFRF funds provided to the Subrecipient if OBM determines the remaining portion will not accomplish the purpose for which the funding was made.
  - c. **Termination for Withdrawal, Reduction, or Limitation of Funding.** In the event funding is not received from the Federal Government or the State of Ohio or is withdrawn, reduced, modified, or limited in any way after the effective date of the Agreement and prior to its normal completion, OBM may summarily terminate the Agreement as to funds not received, reduced, modified, or limited, notwithstanding any other termination provision in the Agreement. If the level of funding is reduced to such an extent that OBM deems that the continuation of the Ohio Ambulance Transportation Impacted Industry Program is no longer in the best interest of the public, OBM may summarily terminate the Agreement in whole notwithstanding any other termination provisions in the Agreement. Termination under this paragraph shall be effective upon Subrecipient's receipt of written notice by OBM.
  - d. In the event of termination for cause, convenience, or for withdrawal, reduction, or limitation of funding, the Subrecipient shall repay to OBM a portion or all of the funds provided under the Agreement within thirty (30) days or before the end of the period of performance, whichever is earlier, in accordance with the Uniform Guidance, 2 C.F.R. Part 200. All funds returned under this paragraph shall be mailed to the name and address listed in Section 9 of this Agreement.
9. **Recoupment; Repayment of Funds.** Subrecipient acknowledges and agrees that its funding and use of SLFRF funds is subject to recoupment by Treasury and/or OBM for Subrecipient's failure to use funds in strict compliance with the requirements of ARPA, Treasury's regulations and guidance, and all other applicable federal, state, and local laws, rules, regulations, executive orders, or guidance governing the funds provided under the Agreement. In addition, Subrecipient acknowledges and agrees that any funds not expended for eligible uses by the end of the period of

performance, unless otherwise provided for in Section 8 of this Agreement, must be returned to OBM no later than October 11, 2024.

The provisions of this Section do not prohibit OBM from exercising any other rights or remedies available to it under federal or state law.

Returns can be made via check payable to the Treasurer of the State of Ohio and mailed to:

Ohio Office of Budget and Management  
ATTN: Fiscal Section, Ohio Ambulance Transportation Impacted Industry Program  
30 E. Broad St., 34th Floor  
Columbus, OH 43215

**10. Federal Restriction on Lobbying.** Consistent with 31 C.F.R. Part 21, by signing this Agreement, the Subrecipient certifies in writing to OBM, to the best of its knowledge and belief that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**11. Subrecipient Monitoring and Management.** Consistent with 2 C.F.R. 200.332, Subrecipient acknowledges and agrees that the State of Ohio, through the Office of Budget and Management, will monitor the activities of the Subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.

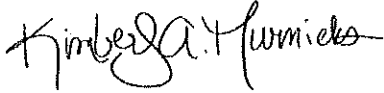
## 12. Miscellaneous State Provisions.

- a. **Certification of Funds.** Subrecipient acknowledges and agrees that its funding under the Agreement is subject to the provisions of Section 126.07 of the Ohio Revised Code, authorized appropriation for the award by the General Assembly, and any necessary authorizations, extensions, or reauthorizations of SLFRF funding.
- b. **Ethics Compliance.** Subrecipient represents, warrants, and certifies that it and its officers, employees, agents, or representatives engaged in the performance of the Agreement are knowledgeable of and understand the Ohio Ethics and Conflict of Interest laws including but not limited to Chapter 102 and Sections 2921.42 and 2921.43 of the Ohio Revised Code. Subrecipient further represents, warrants, and certifies that neither Subrecipient nor any of its officers, employees, agents, or representatives will do any act that is inconsistent with such laws.
- c. **Debarment; Boycotting.** Subrecipient represents and warrants that it is not debarred from consideration for awards by any government agency. Subrecipient also represents and warrants, pursuant to Ohio Revised Code Section 9.76, that it is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of the Agreement.
- d. **Nondiscrimination of Employment.** To the extent applicable, pursuant to Ohio Revised Code Section 125.111, Subrecipient agrees that itself, any subcontractor, or any person acting on behalf of the Subrecipient or a subcontractor shall not discriminate, by reason of race, color, religion, sex, age, disability, military status, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform work under the Agreement. Subrecipient further agrees that itself, any subcontractor, or any person acting on behalf of Subrecipient or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the Agreement on account of race, color, religion, sex, age, disability, military status, national origin, or ancestry.
- e. **Affirmative Action Program.** To the extent applicable, Subrecipient represents that the contractor(s) from whom the Subrecipient makes purchases has a written affirmative action program for the employment and effective utilization of economically disadvantaged persons pursuant to Ohio Revised Code Section 125.111(B) and has filed an Affirmative Action Program Verification form with the Department of Development.
- f. **Political Contributions.** Subrecipient affirms and certifies compliance with Ohio Revised Code Section 3517.13 limiting political contributions.
- g. **Findings for Recovery.** Subrecipient warrants that no officer, employee, or agent is subject to an unresolved finding for recovery under Ohio Revised Code Section 9.24.
- h. **Assignment.** Subrecipient shall not assign any portion of the SLFRF funds provided for under the Agreement without prior written approval of OBM.

- i. **Headings.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of the Agreement.
- j. **Indemnification.** To the extent permitted under state or federal law, Subrecipient shall defend, indemnify, and hold harmless the State and OBM and its officers, employees, and agents from and against all claims, losses, damages, and expenses (including reasonable attorneys' fees) of whatsoever kind and nature, to the extent that such claims, losses, damages, or expenses are caused by or arise out of the performance or non-performance of this funding and/or the acts, omissions or conduct of Subrecipient, and its agents, employees, contractors, sub-contractors, and representatives, and/or Subrecipient's failure to comply with federal, state, and local laws, rules, regulations, executive orders, and guidance applicable to and in relation to this funding. Subrecipient shall bear all costs associated with defending the State and OBM against any such claims.
- k. **Entire Agreement.** This Agreement, along with the Exhibit(s) referenced and incorporated herein, and subsequent award notification to the Authorized Representative and Grant Contact, represents the entire and integrated agreement which supersedes all prior and contemporaneous communications, representations, understandings, agreements, or contracts, whether oral or written, relating to the subject matter of this ARPA funding.
- l. **Amendment.** The Agreement may be modified or amended at any time during its term by mutual consent evidenced by signature of both Parties.
- m. **Exhibits.** All Exhibits referenced herein are hereby incorporated into this Agreement.
- n. **Severability.** If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- o. **Survivability.** Any term, condition, covenant, or obligation which requires performance by either Party subsequent to termination of this Agreement shall remain enforceable against such Party subsequent to such termination.
- p. **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts or choice of laws. Any arbitration, litigation, or other legal matter regarding the Agreement or performance by either Party must be brought in a court of competent jurisdiction in Franklin County, Ohio.
- q. **Notice.** Notices required by the Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, personal delivery, or sent by facsimile or other electronic means (email). Any notice delivered or sent shall be effective on the date of delivery. All notices and other written communications under the Agreement shall be, unless otherwise modified by subsequent written notice, directed to the OBM contact listed on the Funding Opportunity. The Authorized Representative listed on the application will serve as the Grant contact.

IN WITNESS WHEREOF, this Agreement is signed by the duly authorized representatives of OBM and Subrecipient, and shall be effective, if at all, in accordance with Section 7 of this Agreement.

State of Ohio:



Authorized Representative Signature

Authorized Representative Name: Kimberly A. Murnieks

Authorized Representative Title: Ohio Office of Budget and Management, Director

Date Signed: May 8, 2024

Name of ARPA Subrecipient:

City of Strongsville

Address of Subrecipient:

16099 Foltz Parkway

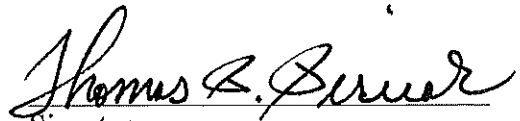
Strongsville, Ohio 44149

Authorized Representative for Subrecipient:

Thomas P. Perciak, Mayor

Print Name, Title

Authorized Representative for Subrecipient:

  
Signature

Date:

\_\_\_\_\_



OMB Approved No. 1505-0271  
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: EXECUTIVE OFFICE OF STATE OF OHIO 30 E BROAD ST COLUMBUS, Ohio 43215-3414	DUNS Number: 809031776 Taxpayer Identification Number: 311334820 Assistance Listing Number and Title: 21.027
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Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund.

As a condition to receiving such payment from Treasury, the authorized representative below hereby (i) certifies that the recipient named above requires the payment to be made pursuant to section 602(b) of the Act in order to carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto.

*The following applies only to States:*

Section 603(b)(2) of the Act as added by section 9901 of ARPA authorizes Treasury to make payments to States for the State to distribute to nonentitlement units of local government within the State in accordance with section 603(b)(2). The authorized representative below hereby agrees to use such payment from Treasury to make payments to such nonentitlement units of local government in accordance with Section 603(b) and Treasury's implementing regulations and guidance.

Section 603(b)(3)(B)(ii) of the Act authorizes Treasury to make payments to States, in the case of an amount to be paid to a county that is not a unit of general local government, for the State to distribute to units of general local government within such county in accordance with Section 603(b)(3)(B)(ii) of the Act. To the extent applicable, the authorized representative below hereby agrees to use any such payment from Treasury to make payments to such units of general local government in accordance with Section 603(b) of the Act and Treasury's implementing regulations and guidance.

Recipient:

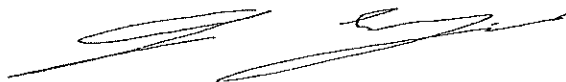
\_\_\_\_\_  
Authorized Representative Signature (above)

Authorized Representative Name: Kimberly Murnieks

Authorized Representative Title: Director, Office of Budget and Management

Date Signed: \_\_\_\_\_

U.S. Department of the Treasury:



\_\_\_\_\_  
Authorized Representative Signature (above)

Authorized Representative Name: Jacob Leibenluft  
Authorized Representative Title: Chief Recovery Officer, Office of Recovery Programs  
Date Signed: May 17, 2021

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS STATE FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS**

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury’s regulations implementing that section and guidance.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury’s implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury, as it relates to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) and Treasury’s regulations implementing that section and guidance regarding the eligible uses of funds.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury’s implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to EXECUTIVE OFFICE OF STATE OF OHIO by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from

the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271  
 Expiration Date: 11/30/2021

## ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCE OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the EXECUTIVE OFFICE OF STATE OF OHIO (hereinafter referred to as "the Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the recipient's programs, services and activities, so long as any portion of the recipient's program(s) is federally assisted in the manner proscribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Recipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any

personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property;

- 7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Recipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
- 8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
- 9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
- 10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Authorized Official:

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 088

By: Mayor Perciak and All Members of Council

**AN ORDINANCE REQUESTING PARTICIPATION IN OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES CONTRACTS FOR THE PURCHASE OF HVAC MAINTENANCE AND REPAIR SERVICES FOR USE BY THE CITY OF STRONGSVILLE POLICE DEPARTMENT FOR ITS FACILITIES; AUTHORIZING THE MAYOR AND THE DIRECTOR OF FINANCE TO DO ALL THINGS NECESSARY TO ENTER INTO AN AGREEMENT IN CONNECTION THEREWITH; AND DECLARING AN EMERGENCY.**

WHEREAS, Ohio Revised Code Section 5513.01(B) provides the opportunity for counties, townships and municipal corporations to participate in contracts of the Ohio Department of Administrative Services for the purchase of machinery, materials, supplies, vehicles or other services; and

WHEREAS, this Council wishes to take advantage of that opportunity in connection with the purchase of HVAC maintenance and repair services (Schedule/Contract No. CSP900522-1, Index No. MAC038), for use by the Police Department of the City for its facilities.

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

**Section 1.** That the Mayor be and is hereby authorized and directed to request authority in the name of the City of Strongsville to participate in the Ohio Department of Administrative Services contracts for the purchase of HVAC maintenance and repair services from **BREWER-GARRETT COMPANY**, in the total amount of \$39,912.00 for one year, as reflected on Exhibit A attached hereto, which the Department has entered into pursuant to Revised Code Section 5513.01(B).

**Section 2.** That the City of Strongsville hereby agrees to be bound by the terms and conditions prescribed by the Director of Administrative Services for such purchases and to directly pay the vendor under each such contract of the Ohio Department of Administrative Services in which the City participates for items it receives pursuant to the contract.

**Section 3.** That the Mayor and Director of Finance be and are hereby authorized to enter into and execute such agreements and documents as may be necessary to participate in the Ohio Department of Administrative Services Office of Procurement Services.

**Section 4.** That the funds for the purpose of such purchases have been appropriated and shall be paid from the General 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 any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 088

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**Section 6.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare, and for the further reason that it is immediately necessary to participate in the purchase of such services in order to maintain continuity in the operation of the Police Department of the City, to properly maintain municipal facilities, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds 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.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

Ord. No. 2024-088 Amended: \_\_\_\_\_  
 1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

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**EXHIBIT A**





## INTRODUCTION

The Brewer-Garrett Company has been providing comprehensive solutions for process, mechanical, and HVAC systems in the Northeast Ohio area since 1959. Our capabilities enable us to meet your process and mechanical system needs, including engineering, design, fabrication, installation, preventive maintenance, emergency repair service, and total energy conservation programs. We have a full staff of professional engineers, sales engineers, project managers, and technicians, all of whom are trained to handle the entire scope of your project.

Brewer-Garrett is the benchmark design-build-service provider in Ohio. We service and install more systems custom designed to fit the owner's requirements than any other contractor in northeast Ohio. This service is built on skill, knowledge, resources, and the proactive approach of our programs.

Unique in our industry, Brewer-Garrett has the ability to look at your entire facility's operating costs when putting together a project. We review administrative costs, equipment replacement costs, energy usage, downtime, repair costs, in-house labor costs, outside service costs, and other operating costs. We then provide you with the best solution to meet your facilities' objectives.

Protect your investment with Brewer-Garrett service—the solution to your mechanical system problems.

The Assured Service Program detailed in this proposal was developed and is based on a site visit, system analysis of your facility, and previous discussions. This program is custom-tailored to meet your specific needs.

## Company Background

BG has provided engineering, design, installation, and service to our educational, governmental, commercial, and industrial customers since 1959. Our corporate headquarters is in Middleburg Heights, Ohio and we maintain fully staffed field offices in Massillon and Columbus. We are locally owned and operated and our owner is involved in the daily business operations. This involvement guarantees a commitment to excellence and is demonstrated every day with our in-house business philosophy.

Our Executive Leadership team continues to successfully advance our mission to *“be the benchmark in customer satisfaction for the building services and energy industries.”* Through the dedication of our team, in concert with Brewer-Garrett’s emphasis on continual improvement through associate training, exploring emerging and innovative technologies, and providing superior service to our clients, we can ensure a world-class facilities operation.

Our **HVAC Service and Integrated Facility Service Division** is comprised of over 80 service technicians, 10 controls technicians, 13 service managers, 5 customer service representatives, and 1 parts coordinator serving over 700 customized maintenance programs. We provide our customers with quality and responsive system maintenance to keep your facility operating reliably and cost effectively. Maintenance services include HVAC systems, chillers and boilers, electrical systems, lighting systems, fire and security systems, and plumbing systems.

### Strong Local Presence

Brewer-Garrett is locally owned and operated and headquartered in Middleburg Heights with over 211 locally based professionals. We utilize local contractors and vendor partners with substantial facility knowledge and technical expertise.

### Operational Efficiency Program

Brewer-Garrett delivers immediate attention to any building issue. The Brewer-Garrett service group will respond to all service calls on a 24/7/365 basis. Our company is locally headquartered, housing our own training center where classes are made available to our clients. We also utilize vendor national training centers and provide web and video-based training for future associates and ongoing associate training renewal programs. In addition, we provide programs for customized energy conservation through behavior modification, public outreach, and energy conservation and awareness.

### Product Manufacturers, Subcontractors, and Diversity

Brewer-Garrett is product neutral and will work collaboratively to select products (controls systems / lighting types / fixtures / equipment / technology) that satisfy your preferences. We will utilize local contractors as well as in-house resources to provide first tier solutions.

### Sustainability

Our team will provide ongoing support and introduction to new technologies, consult on the ever-changing rates and programs in deregulated utility markets, and support initiatives to promote and further establish a sustainable environment.

#### **Cutting Edge Technology and Performance Reporting:**

Brewer-Garrett brings a combination of experience and the intelligent utilization and application of innovation maintenance processes and technologies to each partnership. We apply and incorporate the use of cutting edge-technologies, including a Computerized Maintenance Management System with a unique bar-coding system.

#### **Green Apple Project**

The Green Apple Project is an energy conservation solution incorporating behavior science with system optimization to attain energy savings. The process uses organizational and behavioral science to change the building culture. People are complicated and need a sophisticated approach to engage them in long term energy conservation. Face to face contact and encouragement is vital to the success of the program.

#### **Corporate Commitment to Safety**

Safety is of the utmost importance on every job site. Our attention to detail in all aspects of safety, from training to execution, is demonstrated by our low accident and incident rates, which are currently at .61 – well below the state average. Brewer-Garrett’s safety performance allows us to qualify for the industry’s best insurance rates, producing a cost savings which is passed along to our clients.

#### **A Superior Quality Control Plan**

Brewer-Garrett understands the need to balance superior quality against cost. Toward that end, we build quality into every facet of our work processes, while also ensuring our clients receive the greatest possible return on each quality dollar invested.

#### **Associate Training**

Associate training and skill development are an integral part of Brewer-Garrett’s approach to performing quality work. Our training ingrains a strong client orientation based upon the principles of flexibility, superior quality, and rapid-response service. Experience has demonstrated that productivity and morale remain high when associates are well equipped, in terms of skills and tools, to perform their jobs.

At Brewer-Garrett, we also believe training is valuable at all levels of an organization. For that reason, we make our in-house training programs accessible for the associates of our client base.



## Specialized Training

Brewer-Garrett technicians undergo a significant amount of in-house training both at Brewer-Garrett and the local United Association (UA) of Pipe Fitters. In addition, our technicians have attended factory training on many specialty products. To summarize, our expertise can be categorized as follows:

### Air Handling Equipment

- UA and in-house training

### Air Filters

- UA and in-house training

### Chillers/Refrigerant Compressors

- UA, in-house and factory training from Trane, York, Carrier, AEC, Vilter, McQuay and Frick
  - Company tools & test equipment includes Goodway Machine for tube brushing, refrigerant recovery tools and leak detectors

### Condensers/Cooling Towers

- UA, in-house and factory rep training from Evapco and Baltimore Air Coil reps
  - Company tools & test equipment include low and high pressure washers

### Pumps

- UA and in-house training

### Air Conditioning and Refrigerant

- UA and in-house training
  - Company tools & test equipment include leak detectors and refrigerant recovery/recycle equipment

### Equipment Condensate Drain Piping

- UA training

### Refrigerant Equipment and Piping Systems

- UA and in-house training
  - Company tools & test equipment include leak detectors and refrigerant recovery/recycle equipment

### Electrical Systems

- UA, in-house, State of Ohio code training and several factory rep classes in switch gear, distribution and harmonics
  - Company tools & test equipment include infra-red cameras, electric meters

### Temperature Control Systems

- UA and in-house on pneumatic and electric controls
- Factory training on Direct Digital Controls including Johnson Controls Metasys, Tridium, Trane Tracer, Novar, Honeywell, and Siemens
  - Company tools & test equipment includes laptop computers, diagnostic software, temperature, humidity, and pressure sensors

### Thermal Insulation

- UA and in-house training
- For any significant amount of insulation, we would subcontract the work to All Pro Industrial Insulation

### Sump and Sewage Ejectors

- UA training

### Chemical Treatment

- UA and in-house training on basic water chemistry and testing
- We will subcontract water treatment oversight and chemical procurement to a company specializing in water treatment

### Exhaust Fans

- UA training

### Fume Hood Exhaust Systems

- In-house and factory training; Specifically, we have been trained in Tek-Aire fume hoods for a project at Cleveland State University where we designed, installed, and were contracted to service over 200 fume hoods
- We have had factory rep training on Phoenix fume hoods and their constant volume Venturi valves. Should we encounter a controls issue we cannot effect on our own, we will bring in the local Phoenix rep for support

### Kitchen Exhaust Fans

- UA training

### Ductwork Systems

- UA and sheet metal workers training programs
  - Company tools & test equipment include velometers and static pressure sensors

### Building Radiation Systems

- UA and in-house training

### Boilers

- UA, in-house and factory training on RBI, PK and Hydrothermal boilers
  - Company tools & test equipment include Bacharach combustion analyzers, soot vacuum

### Domestic Water Heating Systems

- UA training

### Air Compressors/Dryers

- UA and in-house training

### Emergency Generators

- In-house training on basic operation and testing; We will subcontract monthly and annual maintenance and repairs to a company specializing in generators

### Backflow Protection Devices

- UA training

### Hydronic, Gas, Steam & Condensate Piping Systems

- UA training
  - Company tools & test equipment include ultrasonic flow meters

### Lab Gases, Medical Air, Vacuum Pumps and Plumbing Fixtures

- UA and in-house training – Should we encounter an issue we cannot fix on our own, we will bring in a local plumbing contractor for support

### Valve Maintenance

- UA training

### Energy Recovery Units

- UA, in-house and factory rep training

### VFR Systems

- UA, in-house and factory rep training from Mitsubishi

## BENEFITS SUMMARY

*The Brewer-Garrett Company is your best source for maintenance because:*

- Professional training ensures the job is done right the first time
- Computerized maintenance scheduling means exactly the right maintenance is done at exactly the right time
- National purchasing programs mean fast procurement of parts and components at discounted rates
- National technical support means your system receives sophisticated maintenance protection
- Brewer-Garrett Assured Service Programs are proven, cost-effective programs
- Brewer-Garrett service reduces your short and long-term owning and operating costs

*Brewer-Garrett Assured Service Programs are designed to:*

- Stabilize and control maintenance, operation, and ownership costs
- Provide a fixed, budgeted cost
- Extend your system's productive life
- Provide energy-efficient operation
- Provide investment protection
- Reduce risk, downtime, breakdowns, and energy consumption
- Improve comfort conditions, productivity, and reliability
- Provide single-source responsibility and peace of mind

## REFERENCES

### *Partial Listing of Local Customers*

#### **LORAIN COUNTY COMMUNITY COLLEGE**

Mr. Leo Mahoney  
(440) 365-5222

#### **CENTER FOR HEALTH AFFAIRS**

Mr. Chris Nortz  
(216) 696-6900

#### **CUYAHOGA COMMUNITY COLLEGE**

Mr. Blair Bosworth  
(216) 987-3216

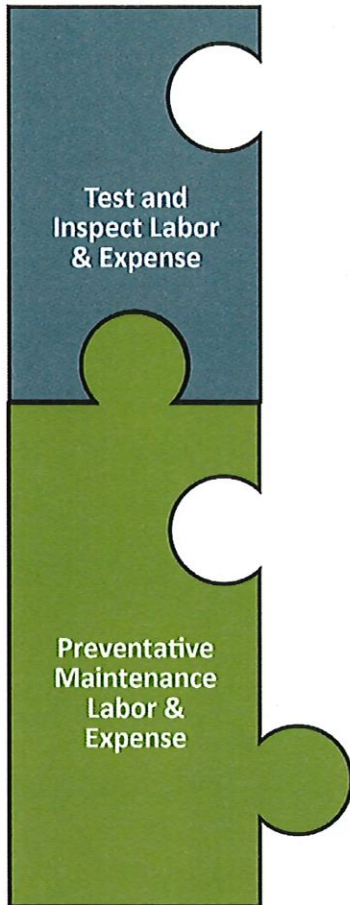
#### **PLAYHOUSE SQUARE CENTER**

Mr. Tom Einhouse  
(216) 640-8620

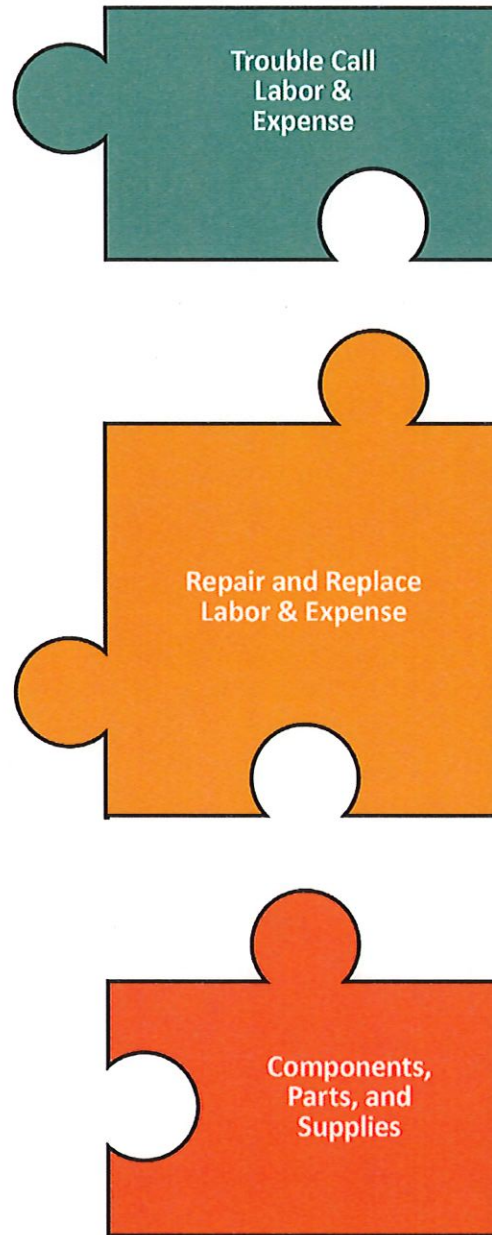


# ASSURED SERVICE PROGRAM II – Strongsville Police Department

## We Assume



## Customer Assumes



## Assured Service II Programs Features

- Professional Preventive Maintenance
- Program Administration
- Electronic Reporting
- Computerized Maintenance Scheduling
- Maintenance Supplies
- Customer Assurance Reviews and Evaluations
- Building Systems Analysis
- Energy Reviews
- Automatic Temperature Control Service
- Direct Digital Control Service
- Electrical & Life Safety Services
- Plumbing Service
- Air Filter Service
- Water Treatment Service
- Emergency Service
- Components and Parts Replacement
- Repair and Replacement Labor

## Assured Service Program II

Under our Assured Service Program, Brewer-Garrett shall provide you with a guaranteed performance-based agreement entailing every aspect of professional preventive and predictive maintenance services. The program begins with a detailed equipment inventory by component. This inventory is entered into our computer data bank of maintenance tasking as recommended at minimum by the equipment manufacturer. This tasking is then supplemented by our own experience of equipment operation and service requirements since 1959. The program is further customized with your individual application, operating runtime and specific needs of your occupants. Included in the program for the attached Equipment Inventory are the following:

### System Operational Analysis

Inspections in the form of non-destructive testing, vibration & noise monitoring, chemical analysis as well as routine visual inspections will be performed to ensure that the systems are in proper operating condition and to identify any potential system failures. As customized for your system, the following inspections typify these services:

Visually Inspect the Following:	Physically Check and/or Test the Following:
<ul style="list-style-type: none"> <li>• Fan assemblies</li> <li>• Belts and sheaves</li> <li>• Motor mounts &amp; vibration pads</li> <li>• Electrical connections and contactors</li> <li>• Heating and cooling coils</li> <li>• Filter media and racks</li> <li>• Sight glass condition</li> <li>• Bearings</li> <li>• Spray nozzles and pans</li> <li>• Igniter and flame assembly</li> <li>• Heat exchanger</li> <li>• Compressor sections</li> <li>• Condensing sections</li> <li>• Heating sections</li> <li>• Humidifiers and strainers</li> <li>• Seals and packing</li> <li>• Condensate drains and pans</li> <li>• Flame composition</li> <li>• Crankcase heaters</li> </ul>	<ul style="list-style-type: none"> <li>• Lubrication requirements</li> <li>• Oil sump, heaters, and temperatures</li> <li>• Starter operation</li> <li>• Water flows</li> <li>• Alignment on couplings</li> <li>• Motor operating conditions</li> <li>• Suction and discharge pressures</li> <li>• Flow switch operation</li> <li>• Control interlocks</li> <li>• Flue stack assembly</li> <li>• Damper operation</li> <li>• External interlocks</li> <li>• Motor voltage and amperages</li> <li>• Refrigerant charges</li> <li>• System leaks</li> <li>• Oil and fluid levels</li> <li>• Pressures and temperatures</li> <li>• Outside air intakes</li> <li>• Refrigerant pump down</li> </ul>



### Predictive and Preventive Maintenance

Preventive Maintenance working in tandem with Predictive Maintenance is performed to detect early signs of deteriorating performance and to predict potential system failures. These services diagnose and solve equipment problems often before they occur. Preventive maintenance is performed on an ongoing basis and is scheduled with little or no equipment downtime with its primary objective aimed at system durability, reliability, efficiency, and safety. As customized for your system, the following tasks typify these services:

CALIBRATION	VIBRATION	ALIGNMENT
<ul style="list-style-type: none"> <li>• Temperature controls</li> <li>• Operating &amp; safety controls</li> <li>• Humidity &amp; pressure controls</li> <li>• Transmitter and receiver gauges</li> <li>• Economizer controls</li> </ul>	<ul style="list-style-type: none"> <li>• Damper linkages</li> <li>• Fan bearings</li> <li>• Axial vane drives</li> <li>• Pumps</li> <li>• Motors</li> </ul>	<ul style="list-style-type: none"> <li>• Open drive couplings</li> <li>• Belt sheaves</li> <li>• Pulleys</li> <li>• Coil fins</li> <li>• Belt drives</li> </ul>
ADJUSTMENT	SECURE AND TIGHTEN	CLEANING
<ul style="list-style-type: none"> <li>• Purge systems</li> <li>• Superheat</li> <li>• Damper &amp; valve linkages</li> <li>• Unloaders</li> <li>• Belt tensions</li> <li>• Fan speed</li> <li>• Chemical feed equipment</li> <li>• Gas pressure regulators</li> <li>• Combustion air ratios</li> <li>• Set points</li> <li>• Igniter &amp; flame rod assembly</li> <li>• Sump floats</li> </ul>	<ul style="list-style-type: none"> <li>• Motor terminals</li> <li>• Control terminals</li> <li>• Piping clamps</li> <li>• Line fittings</li> <li>• Mounting hardware</li> <li>• Electrical connections</li> <li>• Equipment panels</li> <li>• Motor mounts</li> <li>• Vibration pad nuts &amp; bolts</li> <li>• Damper sections</li> </ul>	<ul style="list-style-type: none"> <li>• Control devices</li> <li>• Electrical contactor</li> <li>• Condenser evaporator</li> <li>• Fan blades &amp; impellers</li> <li>• Pilot &amp; burner orifices</li> <li>• Heat exchangers</li> <li>• Igniters</li> <li>• Chiller &amp; boiler tubes</li> <li>• Tower basins</li> <li>• Sumps &amp; floats</li> <li>• Baffles &amp; fill</li> <li>• Nozzles &amp; passages</li> <li>• Equipment areas</li> <li>• Burner orifice</li> </ul>

### Program Administration

Brewer-Garrett will be responsible to administer, monitor and update all aspects of the services provided under this agreement. A complete set of documentation will be implemented including computerized maintenance task schedules, inventory records, and all other documentation required for establishing operating trends and further corrective measures. Detailed service and maintenance reports will be left with you after every service visit. We will act on your behalf to provide and documentation the EPA may require from you regarding the compliance to the Clean Air Act.

## Inventory of Equipment

### Strongsville Police Department

The following equipment/system shall be covered as described previously under the Assured Service Program II (ASPII).

QTY	EQUIPMENT/COMPONENT DESCRIPTION	MANUFACTURER	MODEL	HP/TON/BTU	LOCATION/ UNIT ID
1	Rooftop Unit	Trane	TCD180E30AAA	15 Tons	Main Roof - RTU #6
1	Rooftop Unit	Trane	TCD240E30AAA	20 Tons	Main Roof - RTU #5
1	Rooftop Unit	Trane	TCD360E30ABA	30 Tons	Main Roof - RTU #4
1	Ductless Split Condenser	Mitsubishi	PUY-A30NHA2	2.5 Tons	Main Roof
1	Ductless Split Condenser	Mitsubishi	PUY-A18NHA2	1.5 Tons	Main Roof
1	Ductless Split Head	Mitsubishi	PUY-A30NHA2	2.5 Tons	Control Room
1	Ductless Split Head	Mitsubishi	PUY-A18NHA2	1.5 Tons	IT Room
1	Rooftop Unit	Trane	YHC036E3RLA18K9	3 Tons	Main Roof - RTU #3
1	Rooftop Unit	Trane	TCD180E30AAA	15 Tons	Main Roof - RTU #1
1	Rooftop Unit	Aaon	RN-20-08-0-BB02	20 Tons	Main Roof - RTU #2
1	Ductless Split Condenser	Mitsubishi	PUY-A36NHA2	3 Tons	Main Roof
1	Ductless Split Condenser	Fujitso	AOUH36LPAS1	3 Tons	Main Roof
1	Ductless Split Head	Mitsubishi	PUY-A36NHA2	3 Tons	IT Room
1	Ductless Split Head	Fujitso	AOUH36LPAS1	3 Tons	IT Room
17	Dome Exhaust Fans	Cook			Main Roof
1	Hot Water Boiler	Lochinvar	FTX 850N	850K BTUs	Boiler Room
1	Hot Water Boiler	Lochinvar	FTX 850N	850K BTUs	Boiler Room
1	Hot Water Rec. Pump	US Motor	S55CXJFM-4927	1/2 HP	Boiler Room
1	Hot Water Rec. Pump	US Motor	S55CXJFM-4927	1/2 HP	Boiler Room
1	Hot Water Pump	Baldar	JMM3211T	3 HP	Boiler Room
1	Hot Water Pump	Baldar	JMM3211T	3 HP	Boiler Room
1	Hot Water Tank (Electric)	AO Smith			Boiler Room
1	Make Up Air Unit	Reznor			Outside of Boiler Room
2	Unit Heaters	Reznor		100K BTUs	Outside of Boiler Room
61	VAVs & FVAVs				Main Building
2	Doorway Heaters				Main Building
5	Tube Heaters				Inside of Shooting Range
1	Ductless Split Condenser	Mitsubishi	PUY-A18NHA2	1.5 Tons	Roof of Shooting Range Control Room for
1	Ductless Split Head	Mitsubishi	PUY-A18NHA2	1.5 Tons	Shooting Range
1	Make Up Air Unit	Rupp			Roof of Shooting Range
1	Air Cleaner	Sure Line			Roof of Shooting Range
1	Building Automation System	Tracer Summit			Main Building

## Air Filter Services

### Strongsville Police Department

The Brewer-Garrett Company shall provide labor and material for the scheduling of filter service as follows:

EQUIPMENT DESCRIPTION	FILTER MEDIA TYPE	QTY	FILTER DIMENSIONS	INSPECTIONS/ CHANGES PER YEAR
Rooftop Unit	Pleated Filters	12	20X20X2	4
Rooftop Unit	Pleated Filters	18	20X25X2	4
Rooftop Unit	Pleated Filters	2	20X30X2	4
Make Up Air	Pleated Filters	3	16X25X2	4
Make Up Air	Pleated Filters	9	20X25X2	4
Air Cleaner	Pleated Filters	9	24X24X2	4
Air Cleaner	Hepa Metal Filters	9	24X24X12	1
Doorway Heater	Pleated Filters	2	10X20X1	2



## *Special Services/Provisions*

1. Provide a minimum of one (1) Customer Assurance Reviews and Evaluations (C.A.R.E. Program) with the customer's representative.
2. Provide on-going equipment, control retrofit recommendations, and capital planning support as required.
3. Provide 24-hour, 7 day a week priority customer emergency service to be billed at the prevailing rate(s). Priority customer service includes a response time of four (4) hours for emergency service requests from the time the emergency service request is received via Brewer-Garrett's service request line, 440-243-3535.
4. Provide quarterly scheduled inspections to perform, but not limited to, the tasks included in the Assured Service Program II.
6. Provide quarterly filter changes for Strongsville Police Department's rooftop, make up and air cleaner unit(s). Provide annual hepa filter change for the air cleaner and semi-annual for the doorway heaters.
7. Provide an annual teardown and inspection of boilers.
8. Provide electronic reporting for all maintenance occurrences and repairs including.
9. Provide annual belt replacement for equipment listed on inventory list.
10. Provide necessary consumable maintenance supplies (i.e. lubricants, coil cleaning solutions, chemicals, rags, etc.)
11. Provide seasonal startups and shutdowns as communicated and in collaboration with Strongsville Police Department's maintenance leadership.
12. This agreement will include 60 hours of labor that Customer can use for repairs, trouble calls, or see's fit.

## Service Agreement By and Between

HEREINAFTER BREWER-GARRETT		HEREINAFTER CUSTOMER
The Brewer-Garrett Company 6800 Eastland Road Middleburg Heights, OH 44130	And	Strongsville Police Department 18688 Royalton Road Strongsville, OH 44136

The services as described herein will be provided at the following location:

18688 Royalton Road Strongsville, OH 44136
--

The Assured Service Program coverage's, terms and conditions, equipment inventory, and attached supplements constitute the rights and obligations of both Customer and Brewer-Garrett.

Agreement coverage will commence on June 1, 2024, until May 31, 2025.

The total Service Agreement price is \$39,912.00 per year. This agreement is payable \$3,326.00 per month, in advance. Customer will have option to renew for year two (2) and three (3) before anniversary date. Annual price adjustments for years two (2) through three (3) are not to exceed 5% per year.

This agreement shall continue in effect from year to year thereafter unless either Customer or Brewer-Garrett gives thirty days written notice prior to the end of the agreement anniversary date of their wish to discontinue the services.

<p>The Brewer-Garrett Company</p> <p><i>Matthew S. Kostecke</i></p> <p>Matthew S. Kostecke Service Sales Manager</p> <p>Approved for Contractor</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>	<p>Strongsville Police Department</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Name <b>Thomas P. Perciak, Mayor</b></p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Date</p>
--	---



## Terms and Conditions

- 1) In order for us to perform the required services for you in a cost-effective manner and for the price guaranteed in this Agreement, you agree to permit us free and timely access to areas, mechanical & electrical systems, circuits, and equipment, and allow us to energize and de-energize
- 2) the electrical system and circuits and to start and stop the equipment as necessary. No equipment will be turned off without your prior approval. All planned work under this Agreement will be performed during our normal working hours unless otherwise stipulated elsewhere in this Agreement. Customer shall allow only Brewer-Garrett designated personnel to perform the services.
- 3) The Agreement price is based on Customer's currently operating systems. If Brewer-Garrett's first inspection (for each season – heating and cooling) indicates repairs are required (heating repairs for heating and cooling repairs for cooling), an estimate will be prepared for Customer's approval at customer's expense. Should Customer elect not to have repairs done at that time, Brewer- Garrett may remove the unsatisfactory equipment from the Agreement or adjust the price (to reflect a reduction in scope of work for the subject piece of equipment) or cancel this agreement.
- 4) Customer will pay invoices within thirty days. Should payments exceed sixty days, then Brewer-Garrett may stop work under this agreement or cancel the agreement, and the entire Agreement price shall become due and payable.
- 5) The annual Agreement price is subject on each commencement renewal to reflect industry increases in labor, material, and related costs. Any extra work, including trouble calls made at Customer's request which indicate a condition which is not covered in the scope of this agreement, will become an extra charge over the annual Agreement price.
- 6) Brewer-Garrett is not responsible for loss or damage caused by unavailability of equipment, components, or material for whatever reasons, including forces of nature, inaccessibility to premises, negligence by Customer or others, inadequate system design, vandalism, or other causes beyond Brewer-Garrett's control.
- 7) If you request a multi-day power quality monitoring, we may have to store materials, tools, instruments, and/or equipment at your premises, and you agree to be responsible for any loss or damage to our materials, tools, instruments, and/or equipment while stored on your premises. You also agree to bear the risk of any loss or damage to the work that has been completed by us.
- 8) For the purpose of this agreement, the electrical distribution system is defined as all wiring, cables, bus structure, conductors and components within the Customer's premises used for the distribution of electricity from the connection to utility service entrance to the connection at the line side of any final installed load and includes all of the Customer's switchgear, breakers, disconnects, auto transfer devices, batteries, power conditioners, capacitors, power distribution centers, relays, motor control centers, and motor controllers that are used to distribute power within the Customer's facility, but does not include any rotating electrical equipment. If rotating electrical equipment is included in the agreement, the scope of this agreement applies only to the electrical components of such rotating equipment and does not include any prime mover or driven equipment, such as an engine, turbine, compressor, pump, or machine.
- 9) This Agreement does not cover repairs or replacement of items not normally mechanically maintainable such as main power service and electrical wiring up to the equipment., ductwork and air distribution, insulation of ductwork, piping, coils, condenser tubes, chiller tubes, boiler tubes, heat exchangers, immersion heaters, gauges, thermometers, circuit boards, doors, door gaskets, hardware, shelving, condensate (drip) pans, boiler shell and structural supports. Brewer-Garrett is not required to move or modify in any way the building structure or any part thereof in order to carry out the Agreement.
- 10) Brewer-Garrett is not responsible for design of the system, obsolescence, safety tests, removal and reinstallation of valve bodies and dampers, repair or replacement necessitated by freezing weather, inadequate electrical power, or failure, burned-out main or branch fuses, low water pressure, vandalism, misuse or abuse of the system(s), negligence of Customer or others, requirements of governmental, regulatory or insurance agencies, or other causes beyond Brewer-Garrett's control. Where equipment replacement parts are no longer available (due to obsolescence) replacement of such equipment (parts) shall be made at the customer's expense. If the customer decides not to replace the equipment a contract cost adjustment shall be made to reduce the scope to a mutually agreeable coverage or removed from the equipment list entirely.
- 11) Both parties shall seek to avoid litigation. If, however, Brewer-Garrett must commence legal action for whatever cause, Customer shall pay all court costs and attorney fees should Brewer-Garrett prevail. Any legal action regarding this Agreement must commence within one year from the date of the work complained about.
- 12) If Brewer-Garrett defaults under this Agreement, Brewer-Garrett's liability shall be limited solely to repair or replacement, at Brewer-Garrett's option. Brewer-Garrett has not given any other express or implied warranty, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Brewer-Garrett's liability depends upon proper operation and maintenance by Customer. Brewer-Garrett is not liable if the defect or failure is caused, or contributed to, by accident, alteration or abuse by Customer or others. Brewer-Garrett's liability does not extend beyond the termination date of this agreement.
- 13) Brewer-Garrett shall not be responsible, under any legal theory, for loss of profit or use, claims from Customer's clients, or any special, indirect, or consequential damages. Customer shall indemnify Brewer-Garrett, its employees and agents from all claims and expenses, including attorneys' fees, arising out of the performance of this Agreement if such claim is caused by any active or passive act or omission of Customer or others.
- 14) Brewer-Garrett's responsibility under this agreement does not include the identification, removal, or abatement of asbestos or other hazardous substances. In the event such products or substances are encountered, Brewer-Garrett's obligation shall be limited to informing Customer of the possible existence of such materials. In accordance with OSHA's Hazard Communication Standard Regulations, Customer shall provide Brewer-Garrett all relevant Material Safety Data Sheets (MSDS).

**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2024 – 089**

**By: Mayor Perciak and All Members of Council**

**AN ORDINANCE AUTHORIZING THE MAYOR AND DIRECTOR OF RECREATION & SENIOR SERVICES TO ACCEPT FUNDING FROM THE CUYAHOGA COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES, DIVISION OF SENIOR AND ADULT SERVICES, THROUGH THE OHIO DEPARTMENT OF AGING; AUTHORIZING EXECUTION OF ANY REQUIRED DOCUMENTS RELATED THERETO; AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville Senior Center offers a wide variety of programs and activities for adults ages 50 and older; and

WHEREAS, through the Cuyahoga County Community Social Services Program, the City of Strongsville Senior Center provides certain adult developmental programs, congregate meals and/or transportation services; and

WHEREAS, through passage of Ohio House Bill 33 of the 135<sup>th</sup> General Assembly, the Ohio Department of Aging administers the Healthy Aging Grant program, which provides support to local organizations that promote wellness for seniors and focus on helping senior Ohioans stay healthy, live longer and maintain their independence; and

WHEREAS, inasmuch as the City of Strongsville Senior Center provides senior services through the Cuyahoga County Community Social Services Program, the Cuyahoga County Division of Senior and Adult Services has informed the City of Strongsville that such Healthy Aging Grant funds have been awarded to the Strongsville Senior Center in the amount of \$40,000.00; and

WHEREAS, the Council and City Administration, therefore, are desirous of accepting such funding in order to continue to provide senior adult developmental activities and transportation services for the City's Senior Center.

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

**Section 1.** That this Council hereby authorizes the Mayor to accept funding from the Cuyahoga County Division of Senior and Adult Services, through the Ohio Department of Aging's Healthy Aging Grant program, in the amount of \$40,000.00, to be utilized for adult developmental programs and transportation services provided at the City of Strongsville Senior Center; and further authorizes the Mayor to execute any required Agreement, and to execute and deliver such other information as may be required in connection therewith.

**Section 2.** That the Mayor, the Director of Finance, Director of Recreation & Senior Services and/or their designees be and are hereby authorized to do any and all things necessary to perform the terms and conditions required by the Cuyahoga County Division of Senior and Adult Services in this regard and in accordance with their respective responsibilities thereunder.

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 089

**Section 3.** That any advance of funds under this Ordinance will be made from the Multi-Purpose Complex Fund, subject to reimbursement under the Grant.

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

**Section 5.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary to accept such funding in order to continue to enhance the senior adult-related programs provided by the City's Department of Senior Services, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds 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.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

Ord. No. 2024-089 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_



CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2024 – 090

By: Mayor Perciak and All Members of Council

**AN ORDINANCE AMENDING THE ZONING MAP OF THE CITY OF STRONGSVILLE ADOPTED BY SECTION 1250.03 OF TITLE SIX, PART TWELVE OF THE CODIFIED ORDINANCES OF STRONGSVILLE TO CHANGE THE ZONING CLASSIFICATION OF CERTAIN VACANT LAND AND REAL ESTATE LOCATED NEAR ROYALTON ROAD AND PROSPECT ROAD IN THE CITY OF STRONGSVILLE FROM R1-75 (ONE FAMILY 75) CLASSIFICATION TO LB (LOCAL BUSINESS) CLASSIFICATION (PART OF PPN 393-15-028), AND DECLARING AN EMERGENCY.**

WHEREAS, the owner of certain vacant land located near Royalton Road and Prospect Road, being part of Permanent Parcel No. 393-15-028, has submitted a petition to the City requesting rezoning of a portion of their property from R1-75 (One Family 75) classification to LB (Local Business) classification; and

WHEREAS, Article VIII, Section 6 of the City Charter provides that neither the Council, the Mayor, any Board, including Board of Appeals, or Commission appointed pursuant to this Charter, or any ordinance or resolution of this Municipality, nor any other agent, employee, person or organization acting for or on behalf of this Municipality, by whatever authority or purported authority, shall by ordinance, resolution, motion, proclamation, statement, legislative or administrative action, or variance effect a change in the zoning classification or district of any property or area in the City of Strongsville from R1-75 (One Family 75) or R1-100 (One Family 100) commonly known as single family residential, or by whatever other name called, to any other zoning classification or district unless the change or grant, after adoption in accordance with applicable administrative and/or legislative procedures, is approved at a regularly scheduled election by a majority vote of the electors voting thereon, in the City of Strongsville and in each ward in which the change is applicable to property in the ward.

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

**Section 1.** That the Zoning Map of the City of Strongsville, adopted by Section 1250.03 of Title Six, Part Twelve of the Codified Ordinances of Strongsville, be amended to change the zoning classification of certain vacant land and property located near Royalton Road and Prospect Road from R1-75 (One Family 75) classification to LB (Local Business) classification, which property is more fully described in Exhibit "A" and is depicted in Exhibit "B" attached hereto and incorporated herein by reference; and provided that such amendments are approved at a regularly scheduled election by a majority vote of the electors voting thereon in the City of Strongsville and in each ward in which the changes are applicable to the property in the ward.

**Section 2.** That, after approval by the electors as set forth in Section 1 above, the Clerk of Council is hereby authorized to cause the necessary changes on the Zoning Map to be made in order to reflect the zoning changes in classification as provided in this Ordinance.

**Section 3.** 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 any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to rezone such property in order to meet the deadline for submittal of this issue to the ballot in accordance with law, to provide for the orderly development of lots and lands within the City, and to enhance economic development within the City. Therefore, provided this Ordinance receives the affirmative vote of two-thirds 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.

First Reading: \_\_\_\_\_

Referred to Planning Commission

Second Reading: \_\_\_\_\_

\_\_\_\_\_

Third Reading: \_\_\_\_\_

Approved: \_\_\_\_\_

Public Hearing: \_\_\_\_\_

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

Ord. No. 2024-090 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_

Boundary Description for Rezoning  
R1-75 to LB  
City of Strongsville, Ohio  
**0.8306 Acres**

Situated in the City of Strongsville, County of Cuyahoga and State of Ohio and known as being part of Original Strongsville Township Lot No. 76: Beginning at the centerline intersection of Royalton Road (State Route 82), varies in width, and Prospect Road (State Route 237), varies in width; thence North 88°08'35" East, along the centerline of Royalton Road, 246.52 feet to a point at the northwesterly corner of a parcel of land conveyed to Camden Woods, LLC. by deed filed March 10, 2023, and recorded in A.F.N. 202303100255 of the Cuyahoga County Recorder's Records also being known as a Northwesterly corner of Parcel 1 of the Camden Woods Subdivision as recorded in A.F.N. 202305300180 and the Principal Place of Beginning of the premises herein to be described:

thence continuing with the centerline of said Royalton Road **North 88°09'48" East**, a distance of **124.00 feet** to a point thereon;

thence **South 00°03'58" East**, a distance of **266.60 feet** to a point thereon;

thence **North 90°00'00" West**, a distance of **28.36 feet** to a point thereon;

thence **South 41°49'37" West**, a distance of **58.90 feet** to a point thereon;

thence **South 88°09'48" West**, a distance of **56.28 feet** to a point being a Southeasterly corner of Parcel 4 of said Camden Woods Subdivision;

thence with an Easterly line of said Parcel 4 **North 00°03'58" West**, a distance of **308.32 feet** to the principal place of beginning, containing 36,179 square feet or 0.8306 acres of land more or less.

The basis of bearing for this survey is State Plane Coordinate System NAD 83 Zone Ohio North, established by O.D.O.T. VRS first observed in February 2023. Bearings, as shown, are used to describe angular measurements only.

This description was prepared by Daniel P. Engle, P.S. S-8452 of Davey Resource Group in April of 2021 based on record information only and is not intended to be used for transfer.



Corporate Headquarters  
295 South Water Street, Suite 300  
Kent, OH 44240  
800-828-8312

Local Office  
1310 Sharon Copley Rd  
PO Box 37  
Sharon Center, OH 44274  
330-590-8004

**EXHIBIT A**





CITY OF STRONGSVILLE, OHIO

RESOLUTION NO. 2024 – 091

By: Mayor Perciak and All Members of Council

**A RESOLUTION AUTHORIZING THE MAYOR TO ADVERTISE A REQUEST FOR PROPOSALS FOR QUALIFIED CONSULTING SERVICES FOR THE OPERATION, MAINTENANCE AND MANAGEMENT OF THE CITY’S WASTEWATER FACILITIES, AND DECLARING AN EMERGENCY.**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That the Mayor be and is hereby authorized to advertise a request for proposals for qualified consulting services for the operation, maintenance and management of the City’s Wastewater Facilities in accordance with the documents on file in the office of the City’s Director of Public Service, which are, in all respects, hereby approved.

**Section 2.** That the funds for the purposes of this Resolution have been appropriated and shall be paid from the Sanitary Sewer Fund.

**Section 3.** That 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 4.** That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to advertise for requests for proposals in order to provide for the efficient operation of the City’s Wastewater Treatment Plants and to properly maintain City facilities. Therefore, provided this Resolution receives the affirmative vote of two-thirds 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.

\_\_\_\_\_  
President of Council

Approved: \_\_\_\_\_  
Mayor

Date Passed: \_\_\_\_\_

Date Approved: \_\_\_\_\_

	<u>Yea</u>	<u>Nay</u>
Carbone	_____	_____
Clark	_____	_____
Kaminski	_____	_____
Kosek	_____	_____
Roff	_____	_____
Short	_____	_____
Spring	_____	_____

Attest: \_\_\_\_\_  
Clerk of Council

*Res.*  
Ord. No. 2024-091 Amended: \_\_\_\_\_  
1<sup>st</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
2<sup>nd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_  
3<sup>rd</sup> Rdg. \_\_\_\_\_ Ref: \_\_\_\_\_

Public Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
Adopted: \_\_\_\_\_ Defeated: \_\_\_\_\_