CITY OF MIDDLEBURG HEIGHTS, OHIO

Council Agenda

January 10, 2023

7:00 P.M. REGULAR MEETING

- CALL TO ORDER
- ROLL CALL
- PLEDGE OF ALLEGIANCE

Minutes of the Regular Meeting of December 13, 2022
Minutes of the Executive Session on December 13, 2022
Minutes of the Regular Meeting of December 27, 2022

COMMUNICATIONS

AUDIENCE PARTICIPATION

APPOINTMENTS AND CONFIRMATIONS

ORDINANCES, RESOLUTIONS AND MOTIONS

1. City Parks, Recreation & Services Committee – Mr. Ali, Chairman
2. Finance, Taxation & Assessments Committee – Mr. Bortolotto, Chairman
3. Legislation & Rules Committee – Mr. Ference, Chairman
4. Public Health, Safety & Relief Committee – Mr. McGregor, Chairman
5. Public Improvements Committee – Mr. Sage, Chairman
6. Streets, Utilities & Railroad Committee – Mr. Meany, Chairman
7. Zoning & Building Code Committee – Mr. Grech, Chairman

MAYOR'S REPORT

1. Law Director
2. Finance Director
3. Recreation Director
4. Economic Development Director
5. Service Director
6. Executive Assistant

ADJOURNMENT

UN-NUMBERED LEGISLATION

INTRODUCED BY MR. BORTOLOTTO
A Resolution authorizing the sale by internet auction during calendar year 2023 of municipally owned personal property which is not needed for public use, or which is obsolete or unfit for the use for which it was acquired, pursuant to Ohio Revised Code Section 721.15(D).

INTRODUCED BY MAYOR CASTELLI
A Resolution authorizing the mayor to sign a Second Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, OH and the City of Middleburg Heights, OH.

INTRODUCED BY MAYOR CASTELLI
A Resolution authorizing the mayor to enter into an Intergovernmental Agreement with Chagrin Valley Dispatch for Motorola CAD Software for use in the Southwest Emergency Dispatch Center.

INTRODUCED BY MAYOR CASTELLI
An Ordinance amending Section 123.045 "Composition of Department" of the Middleburg Heights Codified Ordinances.

INTRODUCED BY MAYOR CASTELLI
A Resolution authorizing the mayor to enter into an agreement with OHM Advisors for the Central Park Master Planning Project.

CITY OF MIDDLEBURG HEIGHTS

DELIVERED JAN 0 5 2023

RESOLUTION NO. 2023 - _____

Introduced by: Mr. Bortolotto, Mr. Meany, and Mr. Grech

A RESOLUTION
AUTHORIZING THE SALE BY INTERNET AUCTION DURING CALENDAR YEAR 2023 OF MUNICIPALLY OWNED PERSONAL PROPERTY WHICH IS NOT NEEDED FOR PUBLIC USE, OR WHICH IS OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED, PURSUANT TO OHIO REVISED CODE SECTION 721.15(D)

WHEREAS, Ohio Revised Code Section 721.15(D) authorizes legislative authority of a municipal corporation to sell personal property, including motor vehicles acquired for the use of municipal officers and departments, and road machinery, equipment, tools, or supplies, which is not needed for public use, or is obsolete or unfit for the use for which it was acquired, by Internet auction; and

WHEREAS, Ohio Revised Code Section 721.15(A) allows for personal property not needed for municipal purposes, the estimate value of which is less than one thousand dollars, to be sold by the board or officer having supervision or management of that property.

WHEREAS, An annual resolution adopted by City Council is required to permit the City to utilize the internet auction provision of ORC Section 721.15.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, CUYAHOGA COUNTY, STATE OF OHIO

Section 1. That the Mayor and Finance Director be authorized to place for auction and to sell to the highest bidder such unneeded, obsolete or unfit personal property by Internet auction.

Section 2. That the Finance Director shall cause notice of adoption of this resolution to be published, in a newspaper of general circulation in the City, of the City's intent to sell unneeded, obsolete or unfit personal property by Internet auction. The notice shall include a summary of the information provided in this Resolution and shall be published at least twice. The second and any subsequent notice shall be published not less than ten nor more than twenty days after the previous notice.

Section 3. That the Finance Director shall cause a notice to be posted continually throughout the calendar year in a conspicuous place in the office of the Director of Finance and shall cause said notice to be posted continuously throughout the year on the City website.

Section 4. That the City shall conduct the internet auction via GovDeals (or other similar bidding site as long as notice is given) using the parameters provided by the auction site. Minimum price or reserve may be set, but is not required by law.

Section 5. That bidding shall continue for no less than 10 days, including Saturday, Sunday and legal holidays, and shall be set for each item as noted on the internet auction site.

Section 6. That all terms and conditions of sale, including but not limited to pick-up and delivery, method of payment, sales tax, complete descriptions and/or pictures of the items, shall be specified for each item on the internet auction site.

Section 7. That the highest bidder upon close of the open bidding period will be deemed to be the successful bidder of the internet auction. Upon closing of the auction, the City shall remit an invoice to the successful bidder for the amount of the bid. The successful bidder shall remit the entire payment within ten (10) days of receipt of the invoice. Acceptable forms of payment include cashier's check, certified check, or money order. Other payment arrangements may be made by the City where circumstances warrant. Payment options such as on-line payment systems and PayPal or similar services are acceptable payment options. Notwithstanding the foregoing, all payment options are subject to the approval of the City Finance Director.

Section 8. That all items shall be sold without warranty in "AS IS" condition. All advertisements, listings, and notices shall be subject to the following language:

> "The City of Middleburg Heights, its officers, employees and agents offer this item for sale "AS IS" without any warranty or condition, express, implied or statutory. The City of Middleburg Heights, its officers, employees and agents, specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement."

Section 9. That the Director having supervision or management of the asset is hereby authorized to dispose of any property that is listed for auction and does not sell as a result of not receiving bids.

Section 10. That it is hereby found and determined that all formal actions of this council concerning and relating to the passage 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 actions were in meetings open to the public in compliance with all legal requirements, including Chapter 107 of the Codified Ordinances and Section 121.22 of the Ohio Revised Code.

PASSED_____

_____
PRESIDENT OF COUNCIL

ATTEST:

_____
CLERK OF COUNCIL

PRESENTED TO MAYOR_____

APPROVED ON:_____

	YEAS	NAYS
BORTOLOTTO	_____	_____
ALI	_____	_____
SAGE	_____	_____
MEANY	_____	_____
MCGREGOR	_____	_____
FERENCE	_____	_____
GRECH	_____	_____

_____
MAYOR

DELIVERED JAN 0 5 2023

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2023-

Introduced By: Mayor Matthew Castelli

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN A *SECOND AMENDMENT TO AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE, OH AND THE CITY OF MIDDLEBURG HEIGHTS, OH*

WHEREAS, through adoption of Resolution 2021-40 on May 27, 2021, Middleburg Heights City Council authorized an agreement with the City of Strongsville for Public Safety Dispatch Services; and

WHEREAS, at that time, Middleburg Heights agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, on November 1, 2021, the parties entered into a *First Amendment to Agreement* providing for an adjustment to the provision for payment based upon the one-half year of operations and consistent with the Agreement; and

WHEREAS, now based upon one and one-half years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for dispatch Services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor is hereby authorized to sign the *"Second Amendment to Agreement for Public Safety Dispatch Services between the City of Strongsville, OH and the City of Middleburg Heights, OH"*, a copy of which is attached hereto and marked "Exhibit A".

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage 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 actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: _____

_____
President of Council

Presented to Mayor: _____

_____
Mayor

Attest: _____
Clerk of Council

Approved On: _____

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____
McGregor	_____	_____
Ference	_____	_____
Grech	_____	_____

EXHIBIT A

SECOND AMENDMENT TO AGREEMENT FOR PUBLIC SAFETY DISPATCH SERVICES BETWEEN THE CITY OF STRONGSVILLE, OHIO AND MIDDLEBURG HEIGHTS, OHIO

THIS SECOND AMENDMENT TO AGREEMENT made at Strongsville, Ohio, this ___ day of _____, _____, by and between the **CITY OF STRONGSVILLE**, Ohio, hereinafter designated as "Strongsville", and **MIDDLEBURG HEIGHTS,** Ohio, hereinafter designated as "Middleburg".

WITNESSETH:

WHEREAS, through adoption of Ordinance No. 2021-084 on June 7, 2021, the Strongsville City Council authorized an Agreement with the City of Middleburg Heights for public safety services; and

WHEREAS, through adoption of Resolution No. 2021-40 on May 27, 2021, the Middleburg Heights City Council likewise authorized an Agreement with Strongsville for such public safety services; and

WHEREAS, on June 7, 2021, Strongsville and Middleburg entered into an *Agreement for Public Safety Dispatch Services,* in which Strongsville agreed to dispatch Middleburg Police Department and Fire Department calls, on a twenty-four (24) hour basis, to authorized personnel of the Middleburg Police Department and the Middleburg Fire Department and other public safety resources generally with regard to emergency and non-emergency incidents, and with communication support and services/systems directly related to the dispatch function, and subject to other specific terms and conditions contained therein; and

WHEREAS, at that time, Middleburg agreed to certain terms and conditions in connection with payment to Strongsville for Strongsville's provision of such Dispatch Services; and

WHEREAS, based upon one-half year of operations in 2021 and in accordance with provisions of said Agreement, it is now necessary to amend the provision relating to payment for Dispatch Services; and

WHEREAS, on November 1, 2021, the parties entered into a *First Amendment to Agreement* providing for an adjustment to the provision for payment based upon the one-half year of operations and consistent with the Agreement, and as authorized by Strongsville City Council in Ordinance No. 2021-143; and

WHEREAS, now based upon one and one-half years of operations and in accordance with provisions of said Agreement, it is now necessary to further amend the provision relating to payment for Dispatch Services.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth in the Agreement and herein, it is agreed as follows:

1. Article I(E) of the Agreement be and is hereby amended to read in part as follows:

* * *

"E. Payment for Dispatch Services: Middleburg, in consideration of the provision of the Dispatch Services outlined herein, agrees to pay Strongsville the amount of Thirty-Seven Thousand Five Hundred and 00/100 Dollars ($37,500.00) for the month of June, 2021 and each month thereafter until December 31, 2021, by the fifteenth (15th) of each month for Dispatch Services provided in that month. For the period of operation from January 1, 2022 through December 31, 2022, Middleburg will pay Strongsville at an increased rate of pay of Thirty-Eight Thousand Three Hundred Thirty-Four and 00/100 Dollars ($38,334.00) per month by the fifteenth (15th) of each month for Dispatch Services provided in that month, for a total of Four Hundred Sixty Thousand Eight and 00/100 Dollars ($460,008.00). **For the period of operation from January 1, 2023 through December 31, 2023, Middleburg will pay Strongsville at an increased rate of pay of Forty Thousand Six Hundred Thirty-Three and 00/100 Dollars ($40,633.00) per month by the fifteenth (15th) of each month for Dispatch Services provided in that month, for a total of Four Hundred Eighty-Seven Thousand Five Hundred Ninety-Six and 00/100 Dollars ($487,596.00).**"

* * *

2. This Second Amendment to Agreement amends, modifies and supplements the Agreement effective January 1, 2023 only as specifically set forth herein. All rights and obligations of Strongsville and Middleburg under the Agreement and all other provisions not specifically amended herein remain unmodified and in full force and effect.

3. This Second Amendment to Agreement shall be binding upon Strongsville and Middleburg and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Agreement the day and year first above written.

Signed in the presence of:

CITY OF MIDDLEBURG HEIGHTS ("Middleburg")

_____

By:_____
Matthew J. Castelli, Mayor

CITY OF STRONGSVILLE
("Strongsville")

_____ By:_____
Thomas P. Perciak, Mayor

CERTIFICATE OF FINANCE DIRECTOR

I hereby certify that the amount of money required to meet the expenditures called for by this Amendment to Agreement is in the treasury, to the credit of the fund for which it is to be drawn, or in the process of collection, and not appropriated for any other purpose.

_____ _____
Date Finance Director, City of Middleburg Heights

CERTIFICATE OF LAW DIRECTOR FOR MIDDLEBURG HEIGHTS

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this ___ day of _____, _____.

_____
Santo T. Incorvaia, Law Director

CERTIFICATE OF LAW DIRECTOR FOR THE CITY OF STRONGSVILLE

I have hereby reviewed and approved the form of the foregoing Amendment to Agreement this ___ day of _____, _____.

_____
Neal M. Jamison, Law Director

DELIVERED JAN 0 5 2023

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2023-

Introduced By: Mayor Matthew Castelli

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH CHAGRIN VALLEY DISPATCH FOR MOTOROLA CAD SOFTWARE FOR USE IN THE SOUTHWEST EMERGENCY DISPATCH CENTER

WHEREAS, Chagrin Valley Dispatch is purchasing and have available or will have available a CAD software program from Motorola; and

WHEREAS, the Cities of Strongsville, Berea, Brook Park, Middleburg Heights, North Royalton, Olmsted Falls and Olmsted Township, all collectively hereinafter ("Agencies") are current members of the Southwest Emergency Dispatch Center hosted by the City of Strongsville and are desirous of using said Motorola CAD software for their purposes; and

WHEREAS, Chagrin Valley Dispatch is willing to enter into an intergovernmental agreement with the Agencies to provide them with the Motorola CAD software for their use in the Southwest Emergency Dispatch Center, a copy of which is attached hereto and marked "Exhibit A"; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the Mayor is hereby authorized to enter into an intergovernmental agreement with Chagrin Valley Dispatch for Motorola CAD software for use in the Southwest Emergency Dispatch Center, a copy of which is attached hereto and marked "Exhibit A".

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage 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 actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: _____

_____
President of Council

Attest: _____
Clerk of Council

Approved On: _____

Presented to Mayor: _____

_____
Mayor

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____
McGregor	_____	_____
Ference	_____	_____
Grech	_____	_____

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT made this _____ day of_____, 2022, by and between the **CITY OF STRONGSVILLE, OHIO**, located at 16099 Foltz Parkway, Strongsville, Ohio 44149, (hereinafter "Strongsville"), the **CITY OF BEREA, OHIO,** located at 11 Berea Commons, Berea, Ohio 44017, (hereinafter "Berea"), the **CITY OF BROOK PARK, OHIO,** located at 6161 Engle Road, Brook Park, Ohio 44142, (hereinafter "Brook Park"), the **CITY OF MIDDLEBURG HEIGHTS, OHIO,** located at 15700 Bagley Road, Middleburg Heights, Ohio 44130, (hereinafter "Middleburg Heights"), the **CITY OF NORTH ROYALTON, OHIO,** located at 14600 State Road, North Royalton, Ohio 44133, (hereinafter "North Royalton"), the **CITY OF OLMSTED FALLS, OHIO,** located at 26100 Bagley Road, Olmsted Falls, Oho 44138, (hereinafter "Olmsted Falls"), **OLMSTED TOWNSHIP, OHIO,** located at 26900 Cook Road, Olmsted Township, Ohio 4138, (hereinafter "Olmsted Township") all collectively hereinafter ("Agencies"), and **CHAGRIN VALLEY DISPATCH COUNCIL,** located at 4470 Oakes Road, Brecksville, OH 44141 (hereinafter "CVD") and all collectively hereinafter ("Parties") and individually hereinafter ("Party").

WITNESSETH:

WHEREAS, the CVD and the Agencies are all political subdivisions of the State of Ohio; and

WHEREAS, various provisions in the law, including Ohio Revised Code Sections 9.48, 9.482 and 735.053, provide that a political subdivision may authorize the appropriate official to enter into a contract, without advertising and bidding, for the purchase of material, equipment, or supplies from another political subdivision of the State; and

WHEREAS, CVD is purchasing and has available or will have available a CAD software program from Motorola; and

WHEREAS, the Agencies are all current members of the Southwest Emergency Dispatch Center hosted by Strongsville and are desirous of using said Motorola CAD software for their purposes; and

WHEREAS, CVD is willing to enter into an intergovernmental agreement with the Agencies to provide them with the Motorola CAD software for their use in the Southwest Emergency Dispatch Center;

NOW, THEREFORE, in consideration of the promises, terms, conditions and considerations herein, CVD and the Agencies agree as follows:

1. The term of this Agreement shall be effective from the date of execution hereof to December 31, 2032. In any event, CVD and/or any of the Agencies, can cancel all or part of this Agreement at any time, without cause, upon six (6) months prior written notice. However, all amounts set forth in Exhibit "A" attached hereto due and payable by any of the Agencies, before the final termination date of any of the Agencies, shall be paid to CVD.

2. CVD shall furnish to the Agencies, Motorola CAD software that will include the ability to provide the following Motorola CAD software at the costs listed on Exhibit "A" attached hereto:

- Premier One CAD with Mapping
- Premier One Mobile (Windows)
- Premier One Mobile (iOS or Android)
- Premier One Records

3. The Agencies shall each individually timely pay CVD said amounts due and payable by January 10th of each year in return for receiving the licenses and maintenance for the Motorola CAD software set forth above and set forth on Exhibit "A" attached hereto.

4. Notwithstanding Section 1. above, in the event that any Agency fails to make any payment due hereunder or otherwise fails to comply with any term, condition or provision of this Agreement, CVD may, at its option, immediately cancel and terminate this Agreement as to that defaulting Agency and/or pursue any other remedy available at law or in equity.

5. All notices or other communications required or permitted under this Agreement shall be in writing and either delivered personally or mailed, by certified U.S. mail, return receipt requested, or sent by a nationally recognized overnight courier, delivery and postage charges prepaid, to the addresses listed below or to such other address as either Party may designate in writing:

If to Strongsville:

City of Strongsville 16099
Foltz Parkway
Strongsville, OH 44149
Attention: Mayor Thomas Perciak and Charles Goss, Director of Public Safety
(with a copy to the Law Director at the above address)

If to Berea:

City of Berea
11 Berea Commons
Berea, OH 44017
Attention: Mayor Cyril Kleem
(with a copy to the Law Director at the above address)

If to Brook Park:

City of Brook Park
6161 Engle Road
Brook Park, OH 44142
Attention: Mayor Edward Orcutt

(with a copy to the Law Director at the above address)

If to Middleburg Heights:

City of Middleburg Heights
15700 Bagley Road
Middleburg Heights, OH 44130
Attention: Mayor Matthew Castelli
(with a copy to the Law Director at the above address)

If to North Royalton:

City of North Royalton
14600 State Road
North Royalton, OH 44133
Attention: Mayor Larry Antoskiewicz
(with a copy to the Law Director at the above address)

If to Olmsted Falls:

City of Olmsted Falls
26100 Bagley Road
Olmsted Falls, OH 44138
Attention: Mayor James Patrick Graven
(with a copy to the Law Director at the above address)

If to Olmsted Township:

Olmsted Township 26900
Cook Road
Olmsted Township, OH 44138
Attention: Brian Gillette, Fiscal Officer
(with a copy to the Law Director at the above address)

If to the CVD:

Chagrin Valley Dispatch
4470 Oakes Road
Brecksville, OH 44141
Attention: Administrator Nick DiCicco
(with a copy to the Law Director at the above address)

6. This Agreement shall be subject to and governed by the laws of the State of Ohio.

7. This Agreement constitutes the entire agreement of the Parties with regard to the subject matter, and is intended as a complete and exclusive statement of the promises, representation, negotiations, discussions and agreements of the Parties.

No modification or amendment of this Agreement shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

8. The waiver of any Party hereto of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of the same or any other provision. No waiver shall be binding unless it is in writing, and no course of dealing, delay or omission in the exercise of any rights shall operate as a waiver.

9. No Party hereto shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its reasonable control, including, but not limited to, strikes, inmate disturbances, acts of God, civil or military authority, earthquakes, floods, or any similar cause beyond the reasonable control of either Party.

10. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

11. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

12. The undersigned representatives of each of the Parties hereby represent and warrant that he/she is the duly authorized officer or agent of such Party, that each Party has approved this Agreement by appropriate legal and/or legislative action, and that this Agreement constitutes a valid and binding contract and agreement properly undertaken and binding upon each of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

Signed in the presence of:

_____

_____

CITY OF STRONGSVILLE

By:_____
Thomas P. Perciak, Mayor

Signed in the presence of:

_____

_____

CITY OF BEREA

By:_____
Cyril Kleem, Mayor

Signed in the presence of:

_____

_____

CITY OF BROOK PARK

By:_____
Edward Orcutt, Mayor

Signed in the presence of:

_____

_____

CITY OF MIDDLEBURG HEIGHTS

By:_____
Matthew J. Castelli, Mayor

Signed in the presence of:

_____

_____

CITY OF NORTH ROYALTON

By:_____
Larry Antoskiewicz, Mayor

Signed in the presence of:

_____

_____

CITY OF OLMSTED FALLS

By:_____
James Patrick Graven, Mayor

Signed in the presence of:

_____

_____

OLMSTED TOWNSHIP

By:_____
Brian Gillette, Fiscal Officer

Signed in the presence of:

_____

_____

"CVD"
CHAGRIN VALLEY DISPATCH COUNCIL

By:_____
Kirsten Holzheimer-Gail

Its: President

EXHIBIT "A"

Item	Seats	License	Maint	Y1	Y2-Y10 Maint	Annual Cost	Total Cost
Premier One CAD with Mapping							
Berea	2	$ 18,125.00	$ 5,206.00	$ 36,250.00	$ 10,412.00	$ 12,995.80	$ 129,958.00
Brook Park	2	$ 18,125.00	$ 5,206.00	$ 36,250.00	$ 10,412.00	$ 12,995.80	$ 129,958.00
Middleburg Heights	3	$ 18,125.00	$ 5,206.00	$ 54,375.00	$ 15,618.00	$ 19,493.70	$ 194,937.00
North Royalton	4	$ 18,125.00	$ 5,206.00	$ 72,500.00	$ 20,824.00	$ 25,991.60	$ 259,916.00
Olmsted Falls	1	$ 18,125.00	$ 5,206.00	$ 18,125.00	$ 5,206.00	$ 6,497.90	$ 64,979.00
Olmsted Twp	1	$ 18,125.00	$ 5,206.00	$ 18,125.00	$ 5,206.00	$ 6,497.90	$ 64,979.00
Strongsville	5	$ 18,125.00	$ 5,206.00	$ 90,625.00	$ 26,030.00	$ 32,489.50	$ 324,895.00
Total	**18**			**$ 326,250.00**	**$ 93,708.00**	**$ 116,962.20**	**$ 1,169,622.00**
Premier One Mobile (Windows)							
Berea	15	$ 1,043.00	$ 362.00	$ 15,645.00	$ 5,430.00	$ 6,451.50	$ 64,515.00
Brook Park	16	$ 1,043.00	$ 362.00	$ 16,688.00	$ 5,792.00	$ 6,881.60	$ 68,816.00
Middleburg Heights	18	$ 1,043.00	$ 362.00	$ 18,774.00	$ 6,516.00	$ 7,741.80	$ 77,418.00
North Royalton	15	$ 1,043.00	$ 362.00	$ 15,645.00	$ 5,430.00	$ 6,451.50	$ 64,515.00
Olmsted Falls	7	$ 1,043.00	$ 362.00	$ 7,301.00	$ 2,534.00	$ 3,010.70	$ 30,107.00
Olmsted Twp	9	$ 1,043.00	$ 362.00	$ 9,387.00	$ 3,258.00	$ 3,870.90	$ 38,709.00
Strongsville	33	$ 1,043.00	$ 362.00	$ 34,419.00	$ 11,946.00	$ 14,193.30	$ 141,933.00
Total	**113**			**$ 117,859.00**	**$ 40,906.00**	**$ 48,601.30**	**$ 486,013.00**
Premier One Mobile (iOS or Android)							
Berea	5	$ 458.00	$ 140.00	$ 2,290.00	$ 700.00	$ 859.00	$ 8,590.00
Brook Park	6	$ 458.00	$ 140.00	$ 2,748.00	$ 840.00	$ 1,030.80	$ 10,308.00
Middleburg Heights	12	$ 458.00	$ 140.00	$ 5,496.00	$ 1,680.00	$ 2,061.60	$ 20,616.00
North Royalton	14	$ 458.00	$ 140.00	$ 6,412.00	$ 1,960.00	$ 2,405.20	$ 24,052.00
Olmsted Falls	6	$ 458.00	$ 140.00	$ 2,748.00	$ 840.00	$ 1,030.80	$ 10,308.00
Olmsted Twp	6	$ 458.00	$ 140.00	$ 2,748.00	$ 840.00	$ 1,030.80	$ 10,308.00
Strongsville	20	$ 458.00	$ 140.00	$ 9,160.00	$ 2,800.00	$ 3,436.00	$ 34,360.00
Total	**69**			**$ 31,602.00**	**$ 9,660.00**	**$ 11,854.20**	**$ 118,542.00**
Premier One Records							
Berea	14	$ 938.00	$ 269.00	$ 13,132.00	$ 3,766.00	$ 4,702.60	$ 47,026.00
Brook Park	16	$ 938.00	$ 269.00	$ 15,008.00	$ 4,304.00	$ 5,374.40	$ 53,744.00
Middleburg Heights	16	$ 938.00	$ 269.00	$ 15,008.00	$ 4,304.00	$ 5,374.40	$ 53,744.00
North Royalton	25	$ 938.00	$ 269.00	$ 23,450.00	$ 6,725.00	$ 8,397.50	$ 83,975.00
Olmsted Falls	11	$ 938.00	$ 269.00	$ 10,318.00	$ 2,959.00	$ 3,694.90	$ 36,949.00
Olmsted Twp	9	$ 938.00	$ 269.00	$ 8,442.00	$ 2,421.00	$ 3,023.10	$ 30,231.00
Strongsville	50	$ 938.00	$ 269.00	$ 46,900.00	$ 13,450.00	$ 16,795.00	$ 167,950.00
Total	**141**			**$ 132,258.00**	**$ 37,929.00**	**$ 47,361.90**	**$ 473,619.00**
Premier One Records Mobile							
Berea	0	$ 862.50	$ 229.38	$ -	$ -	$ -	$ -
Brook Park	0	$ 862.50	$ 229.38	$ -	$ -	$ -	$ -
Middleburg Heights	0	$ 862.50	$ 229.38	$ -	$ -	$ -	$ -
North Royalton	0	$ 862.50	$ 229.38	$ -	$ -	$ -	$ -
Olmsted Falls	0	$ 862.50	$ 229.38	$ -	$ -	$ -	$ -
Olmsted Twp	0	$ 862.50	$ 229.38	$ -	$ -	$ -	$ -
Strongsville	0	$ 862.50	$ 229.38	$ -	$ -	$ -	$ -
Total	**0**			**$ -**	**$ -**	**$ -**	**$ -**
Combined Costs Per City							
Berea						$ 25,008.90	$ 250,089.00
Brook Park						$ 26,282.60	$ 262,826.00
Middleburg Heights						$ 34,671.50	$ 346,715.00
North Royalton						$ 43,245.80	$ 432,458.00
Olmsted Falls						$ 14,234.30	$ 142,343.00
Olmsted Twp						$ 14,422.70	$ 144,227.00
Strongsville						$ 66,913.80	$ 669,138.00
Total						**$ 224,779.60**	**$ 2,247,796.00**
Grand Total				**$ 607,969.00**	**$ 182,203.00**	**$ 224,779.60**	**$ 2,247,796.00**

DELIVERED JAN 0 5 2023

CITY OF MIDDLEBURG HEIGHTS, OHIO

Ordinance No. 2023-

Introduced By: Mayor Matthew Castelli

AN ORDINANCE
AMENDING SECTION 123.045 *"COMPOSITION OF DEPARTMENT"* OF THE MIDDLEBURG HEIGHTS CODIFIED ORDINANCES

WHEREAS, the Director of Public Service would like to amend the composition of the Department of Public Service to update job classifications to better meet current operational needs.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That Section 123.045(b) of the Middleburg Heights Codified Ordinances, *"Composition of Department"* shall be amended to revise certain job classifications to better meet current operational needs and shall read as follows:

(b)	Classification (Job Title)	Maximum Number of Employees
	Equipment Operator	~~6~~ **8**
	Mechanic	~~3~~ **4**
	~~Assistant Mechanic~~	~~1~~

Section 2: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage 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 actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: _____

_____
President of Council

Attest: _____
Clerk of Council

Approved On: _____

Presented to Mayor: _____

_____
Mayor

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____

	Yea	Nay
McGregor	_____	_____
Ference	_____	_____
Grech	_____	_____

DELIVERED JAN 0 5 2023

CITY OF MIDDLEBURG HEIGHTS, OHIO

Resolution No. 2023-

Introduced By: Mayor Castelli, Mr. Bortolotto,
Mr. Sage, Mr. Meany, Mr. McGregor, Mr. Ference, Mr. Grech

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH OHM ADVISORS FOR THE CENTRAL PARK MASTER PLANNING PROJECT

WHEREAS, as part of the Middleburg Heights Community Master Plan the City desires to create a Central Park Master Plan to preserve and utilize green space in our community; and

WHEREAS, in September 2022 by City Council Motion 2022-32, the Director of Public Service was authorized to advertise the Middleburg Heights Central Park Master Plan Request for Qualifications (RFQ); and

WHEREAS, (7) seven firms submitted proposals, the City review team evaluated all the proposals, the City has confidence that OHM Advisors has a solid team and is qualified to provide the required master planning services.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MIDDLEBURG HEIGHTS, STATE OF OHIO, AS FOLLOWS:

Section 1: That the proposal submitted by OHM Advisors for the Central Park Master Planning Project consisting of current conditions survey, public engagement, site layout, conceptual landscape design, program / use development, grant identification, and cost estimating for, is determined to be the highest ranked, qualified, and best value to provide the require Master Planning services.

Section 2: That the Mayor and Finance Director are hereby authorized to enter into an agreement with OHM Advisors for Master Planning Services for the Central Park Master Planning Project, consistent with the proposal which is attached hereto and marked "Exhibit A".

Section 3: That there is hereby appropriated an additional $_____ from the General Fund to implement this Resolution.

Section 4: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage 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 actions were in meetings open to the public, in compliance with all legal requirements, including Chapter 107 of the Middleburg Heights Code and Section 121.22 of the Ohio Revised Code.

Passed: _____

_____
President of Council

Attest: _____
Clerk of Council

Approved On: _____

Presented to Mayor: _____

_____
Mayor

	Yea	Nay
Bortolotto	_____	_____
Ali	_____	_____
Sage	_____	_____
Meany	_____	_____
McGregor	_____	_____
Ference	_____	_____
Grech	_____	_____