ORDINANCE NO. 97-22
BY: David E. Weiss

Amending Ordinance No. 96-31, as amended by Ordinance Nos. 96-89 and 96-120, appropriating funds from the General Capital Fund to provide for various improvement projects (Warrensville Road parking lot construction project).

BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. That the amount of funds appropriated from the General Capital Fund No. 401.04 for parking improvements on Warrensville Center Road (OfficeMax) in Section 1. of Ordinance No. 96-31, as amended by Ordinance No. 96-120, is hereby increased by TWENTY THREE THOUSAND DOLLARS ($23,000) from FIVE HUNDRED FIFTY THOUSAND DOLLARS ($550,000) to FIVE HUNDRED SEVENTY THREE THOUSAND DOLLARS ($573,000).

Section 2. That the total amount appropriated by Ordinance No. 96-31, as amended by Ordinance Nos. 96-89 and 96-120, is hereby increased by TWENTY THREE THOUSAND DOLLARS ($23,000) from SIX HUNDRED THIRTY THOUSAND DOLLARS ($630,000) to SIX HUNDRED FIFTY THREE THOUSAND DOLLARS ($653,000) to reflect the above change.

Section 3. That the City Finance Director be and he is hereby authorized and directed to draw his warrants against the appropriations hereinabove set forth upon presentation of proper vouchers.

Section 4. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety for the reason that it is necessary in the current operation of the City, and this ordinance shall, therefore, take effect immediately upon its enactment and approval by the Mayor.

Enacted February 24, 1997.

Approved this 25th day of February, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

ORDINANCE NO. 97-23
BY: Judith H. Rawson

Transferring funds from Sewer Maintenance Special Revenue Fund No. 204. to Sewer Capital Improvement Fund No. 402 and appropriating funds from Sewer Capital Fund No. 402 for the cost of engineering services for sanitary sewer repairs and improvements in the northeast quadrant of the City.

BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. That there be and is hereby transferred from the Sewer Maintenance Special Revenue Fund No. 204.00 the sum of ONE HUNDRED TWENTY THOUSAND FOUR HUNDRED DOLLARS ($120,400) to the Sewer Capital Improvement Fund No. 402.01 to provide for the cost of professional engineering services, including design and construction services, relative to sanitary sewer repair and improvements in the northeast quadrant of the City.

Section 2. That there be and is hereby appropriated from the Sewer Capital Improvement Fund No. 402.01 the sum of ONE HUNDRED TWENTY THOUSAND FOUR HUNDRED DOLLARS ($120,400) to provide for the cost of professional engineering services, including design and construction services, relative to sanitary sewer repairs and improvements in the northeast quadrant of the City.

Section 3. That upon completion of the northeast quadrant sanitary sewer repair and improvement project, the unexpended balance of the funding provided by the Sewer Maintenance Special Revenue Fund No. 204 shall be transferred from the Sewer Capital Improvement Fund No. 402 to the Sewer Maintenance Special Revenue Fund No. 204.

Section 4. That the City Finance Director be and he is hereby authorized and directed to draw his warrants against the appropriations hereinabove set forth upon presentation of proper vouchers.

Section 5. This ordinance is hereby declared to be an emergency necessary for the immediate preservation of the public peace, health and safety for the reason that it is necessary for the current operation of the city, and this ordinance shall, therefore, take effect immediately upon its enactment and approval by the Mayor.

Enacted February 24, 1997.

Approved this 25th day of February, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

William J. Schuchart
Clerk of Council

1ST READING
FEBRUARY 24, 1997

ORDINANCE NO. 97-24
BY: Kenneth J. Kovach

Appropriating funds from the General Capital Fund for the preparation of a preliminary facility use study of the Fire Station No.1/City Hall and City Hall Annex buildings.

BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. That there be and is hereby appropriated from the General Capital Fund No. 401.01 the sum of TWENTY THOUSAND DOLLARS ($20,000) for preparation of a preliminary facility use study of the Fire Station No. 1/City Hall and City Hall Annex buildings.

Section 2. That the City Finance Director be and he is hereby authorized and directed to draw his warrants against the appropriations hereinabove set forth upon presentation of proper vouchers.

Section 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare for the reason that it is necessary in the current operation of the City, and this ordinance shall, therefore, take effect immediately upon its enactment and approval by the Mayor.

Enacted _____.

Approved this ___ day of _____.

_____
PATRICIA S. MEARNS, Mayor

Attest:

_____
WILLIAM J. SCHUCHART
Clerk of Council

ORDINANCE NO. 97-25
BY: Judith H. Rawson

Amending Ordinance No. 96-206 authorizing various departments of the City to maintain sufficient cash on hand in order to facilitate daily operations.

WHEREAS pursuant to Article VI, Section 5.(b) of the Charter of the City of Shaker Heights City Council may authorize such sums as it deems proper to be kept in cash for the daily operation of any City department or office; and

WHEREAS this Council recognizes the need of various City departments to maintain sufficient cash on hand in the form of change and petty cash funds to facilitate efficient departmental operations and service to the public; and

WHEREAS Ordinance No. 96-206, approved by Council on December 31, 1996 authorized the maintenance of cash on hand by various City Departments; and

WHEREAS the Recreation Department has requested an increase in the amount of cash on hand authorized for cashiers' change funds.

NOW, BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. That the amount of cash on hand authorized to be maintained as change funds by the Recreation Department in Section 1. of Ordinance 96-206 is hereby increased by ONE HUNDRED FIFTY DOLLARS ($150) from ONE THOUSAND FOUR HUNDRED DOLLARS ($1,400) to ONE THOUSAND FIVE HUNDRED FIFTY DOLLARS ($1,550) and the total amount authorized increased from TWO THOUSAND ONE HUNDRED TEN DOLLARS ($2,110) to TWO THOUSAND TWO HUNDRED SIXTY DOLLARS ($2,260).

Section 2. That the City Finance Director be and he is hereby authorized and directed to draw his warrants reimbursing said petty cash funds against amounts properly appropriated for said expenditures upon presentation of proper vouchers.

Section 3. This ordinance is hereby declared to be an emergency necessary for the immediate preservation of the public peace, health and safety for the reason that it is necessary for the current operation of the City, and this ordinance shall, therefore, take effect immediately upon its enactment and approval by the Mayor.

Enacted February 24, 1997.

Approved this 25th day of February, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

ORDINANCE NO. 97-26
BY: Kenneth J. Kovach

Appropriating funds from General Capital Fund No. 401 for the installation of a dehumidification system for the Thornton Park ice rink.

BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. That there be and is hereby appropriated from the General Capital Fund No. 401.05 the sum of FIFTY THOUSAND DOLLARS ($50,000) for the cost of the engineering, designing, purchasing and installing a dehumidification system to service the Thornton Park ice rink.

Section 2. That the City Finance Director be and is hereby authorized and directed to draw his warrants against the appropriations hereinabove set forth upon presentation of proper vouchers.

Section 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety for the reason that it is necessary in the current operation of the City, and this ordinance shall, therefore, take effect immediately upon its enactment and approval by the Mayor.

Enacted February 24, 1997.

Approved this 25th day of February, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

RESOLUTION NO. 97-28
BY: Judith H. Rawson

Expressing appreciation to EVELYN JOHNSON for her years of service to the City of Shaker Heights.

WHEREAS, EVELYN JOHNSON was first employed by the City as a part-time employee in July, 1973, where she worked as a custodian in the Police Department; and

WHEREAS, she was hired as a full-time custodian in 1979; and

WHEREAS, EVELYN JOHNSON has for many years served as the custodian for City Hall; and

WHEREAS, MS. JOHNSON was known by her supervisors and fellow employees alike to be an exemplary, hard-working and dedicated employee, as evidenced by her receipt of an Employee Recognition Award in 1995, to wit: the "Certificate of Excellence" Award, for her extraordinary commitment to the team spirit and outstanding performance in a group effort; and

WHEREAS, EVELYN JOHNSON retired from her service to the City, effective February 28, 1997; and

WHEREAS, EVELYN JOHNSON has unselfishly given her time and talents to the service of the City, its officials and its citizens; and

WHEREAS, this Council desires to honor EVELYN JOHNSON and to express its appreciation for her many years of service to the City of Shaker Heights.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. This Council expresses its appreciation for the long and faithful service of EVELYN JOHNSON and for her devotion to the community she served, and extends to EVELYN JOHNSON, upon this occasion of her retirement, its best wishes for continued good health and prosperity.

Section 2. *The Clerk of Council is hereby instructed to furnish EVELYN JOHNSON with a duly inscribed, attested and approved copy of this resolution.*

Adopted March 24, 1997.

Approved this 24th day of March, 1997.

_____
Kenneth J. Kovach

_____
Stephanie W. Turner

_____
Margaret H. Jorgensen

_____
Judith H. Rawson

_____
David E. Weiss

_____
Jan Devereaux

_____
Allen D. Foster, Sr.

_____
PATRICIA S. MEARNS, Mayor

Attest:

_____
WILLIAM J. SCHUCHART
Clerk of Council

RESOLUTION NO. 97-29
BY: Jan M. Devereaux

Declaring the Community Colonnade to be one of the City's official anniversary projects.

WHEREAS, in 1994, the Rotary Club of Shaker Heights, with the support of the Shaker Historical Society, volunteered to lead the Community Colonnade Project; and

WHEREAS, this project will provide for the construction of a colonnade near the southwest corner of Lee Road and Van Aken Boulevard, to include a paved plaza, and a historical architectural element consisting of the original portico from the Van Sweringen Realty Company; and

WHEREAS, the Community Colonnade will be used for a variety of family-oriented community gatherings, including as a venue for school bands and youth orchestra, a place for concerts to be heard in an amphitheater-like atmosphere, an outdoor classroom that can be used for storytelling and instruction for children, and as a venue to be used by seniors for lectures and gatherings; and

WHEREAS, City Council demonstrated its support for this project in 1995, when it authorized a payment of $5,000 towards the construction of the Community Colonnade, pursuant to Ordinance No. 95-141, enacted August 28, 1995; and

WHEREAS, during 1997, a committee from the Rotary Club of Shaker Heights, together with a diverse community committee, will lead a campaign to raise $85,000 for the construction of the Colonnade and to establish a maintenance fund for its care, including the creation of a non-profit charitable fund for this purpose, contributions to which will be tax-deductible; and

WHEREAS, this Council desires to reaffirm its support for the Community Colonnade by declaring it to be one of the official projects commemorating the 85th anniversary of Shaker Heights; and

WHEREAS, this Council further believes that the Community Colonnade, to be designed as a cultural center and a gathering place, where residents may come together in celebration of the City's diversity and common community heritage, is a worthy project to commemorate the 85th anniversary of Shaker Heights.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. This Council hereby designates the Community Colonnade as one of the City's official projects commemorating the 85th anniversary of Shaker Heights, and urges all members of the community to support this project.

Section 2. This Council hereby commends the Rotary Club of Shaker Heights, the Shaker Historical Society, and the many community volunteers, for their efforts on behalf of the Community Colonnade, and wishes them continued success in their endeavors.

Section 3. The Clerk of Council is hereby instructed to furnish a copy of this resolution to the news media, and such other persons or community organizations as he and/or the Mayor may deem appropriate.

Section 4. This resolution shall take effect from and after the earliest time allowed by law.

Adopted March 24, 1997.

Approved this 25th day of March, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

RESOLUTION NO. 97-30
BY: David E. Weiss

Proclaiming April as Fair Housing Month in Shaker Heights.

WHEREAS, the City of Shaker Heights was one of the first cities in the nation to be granted the extraordinary status of substantial equivalency by HUD since the Act was amended in 1988; and

WHEREAS, the City of Shaker Heights continues to actively, creatively and affirmatively promote fair housing in its policies and practices; and

WHEREAS, this Council wishes to reaffirm and support the constitutional right of all citizens, regardless of race, religion, sex, national origin, handicap, or familial status to enjoy equal access to housing and to reside in communities that provide integrated and balanced living patterns.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. This Council hereby acknowledges April as Fair Housing Month in the City of Shaker Heights, and reaffirms its commitment to the principles guaranteed under the Fair Housing Act.

Section 2. This Council hereby joins the rest of the nation in rededicating itself to combating unlawful housing discrimination and encouraging the development of balanced residential living patterns, both in the greater Cleveland area and throughout the country.

Section 3. The Clerk of Council is hereby directed to forward a copy of this resolution to the U.S. Department of Housing and Urban Development.

Section 4. This resolution shall take effect from and after the earliest time allowed by law.

Adopted March 24, 1997

Approved this 25th day of March, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

ORDINANCE NO. 97-31
BY: Stephanie W. Turner

Amending Ordinance No. 96-55 relative to the SWITA grant program for home improvements and repairs.

BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. Section 3 of Ordinance No. 96-55, enacted April 8, 1996, relative to authorization of a grant program for home improvements and repairs in the Southwest Shaker Improvement Target Area (SWITA), and transferring and appropriating funds for this program, is hereby amended to read as follows:

> Section 3. The SWITA home repair grant program approved herein shall be administered by the Director of the Center for Housing and Community Life. Said program shall be administered pursuant to the following minimal guidelines:
>
> 1. Grants will be limited to the Southwest Shaker Improvement Target Area (SWITA), which area is described in the map attached hereto as Exhibit 1, and further limited to owners of single family and two-family dwellings where the owner is an occupant of the dwelling.
>
> 2. Grants will be limited to the correction of exterior Housing and related Code violations, as cited by the Shaker Heights Building and Housing Inspection Department, with priority given to those violations applicable to the single family or two-family structure and to a lesser extent, based upon the availability of grant funds, to other exterior code violations (e.g., garage and driveways).
>
> 3. Repairs shall be performed by contractors registered with the City, as required by the Shaker Heights Codified Ordinances.
>
> 4. At least three bids must be obtained by the property owners from contractors, with the contract awarded by the owner to the lowest and best bidder. Projects, the costs of which are estimated to be less than $500, will require two bids only. The City shall review the bids and approve of the contract.
>
> 5. Repairs must be made in accordance with applicable City codes, including the issuance of necessary City permits and approval of the code corrections by the Building and Housing Inspection Department.
>
> 6. Grants shall be limited to a maximum of $2,000, and only upon the homeowner providing an amount equal to the grant, applied to the correction of exterior violations.

7. Grants shall be awarded on the basis of need, according to the following annual family income (based on 80% of Shaker Heights median income of $51,128):

Family Size	Income	Family Size	Income
1	$22,101	5	$ 65,171
2	$34,633	6	$ 77,706
3	$46,370	7	$ 90,240
4	$52,637	8	$102,774

8. Property owners who have received Community Development Block Grant funds in excess of $2,000 for home repairs within the last four (4) years will not be eligible for a grant through this program.

9. Grants will be awarded on a first-come/first-served basis, until the total amount of grants awarded equals $60,000; $30,000 of the funds appropriated herein will be reserved until all scheduled code inspections have been completed in the SWITA area, after which the remaining $30,000 will be awarded on a first-come/first-served basis.

Section 2. Section 3 of Ordinance No. 96-55, as heretofore in effect, is hereby repealed, but in all other respects Ordinance No. 96-55 shall remain in full force and effect.

Section 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare for the reason that it is necessary in the current operation of the City, and that it is necessary to implement the changes to the SWITA grant program approved herein in conjunction with City housing inspections and the upcoming building season and, therefore, this ordinance shall take effect immediately upon its enactment and approval of the Mayor.

Enacted March 24, 1997.

Approved this 25th day of March, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

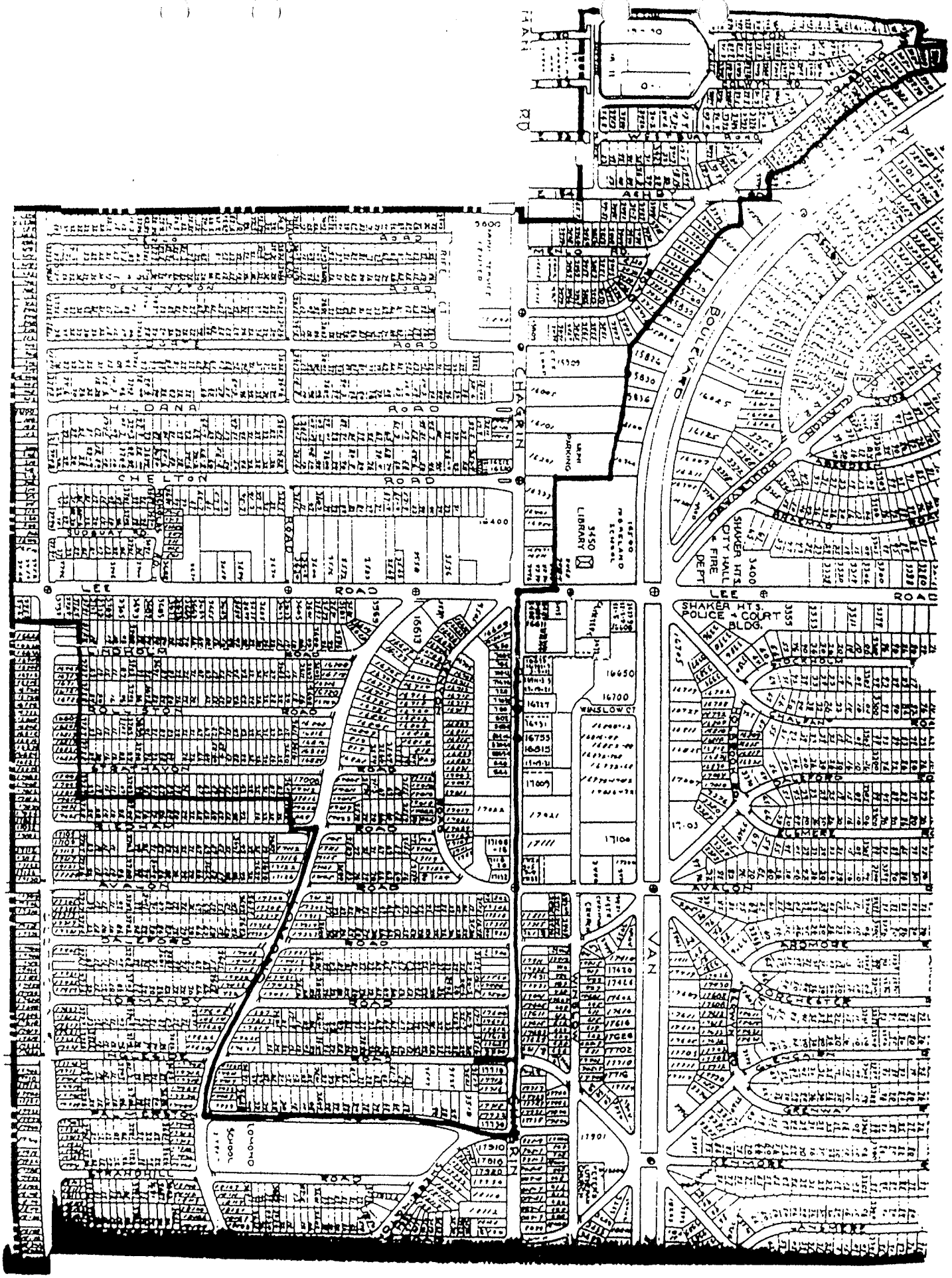
LEE ROAD
SHAKER HTS. POLICE + COURT BLDG.
CITY HALL + FIRE DEPT
3450 LIBRARY
WINSLOW CT
AVALON
VAN

EXHIBIT I

ORDINANCE NO. 97-32
BY: Kenneth J. Kovach

Authorizing an agreement for computer-aided dispatch and records management software support.

BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. Pursuant to Article VI, Section 7 of the City Charter, this Council hereby authorizes the Mayor and the Director of Finance to enter into a one-year agreement with Tiburon, Inc. for professional programming support services for computer-aided dispatch and records management software for use in the Police and Fire Departments, at a cost of THIRTY-THREE THOUSAND EIGHT HUNDRED TWELVE DOLLARS ($33,812.00). Said agreement shall be in substantially the form as attached hereto and included herein by reference, as approved by the Director of Law.

Section 2. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare for the reason that it is necessary in the current operation of the Police and Fire Departments and, therefore, this ordinance shall take effect immediately upon its enactment and approval by the Mayor.

Enacted March 24, 1997.

Approved this 25th day of March, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

TIBURON, INC.

AGREEMENT FOR EXTENDED SERVICE

This Agreement entered into this 6th day of December, 1996, by and between City of Shaker Heights, hereinafter called "CLIENT" and Tiburon, Inc., having its office at 39350 Civic Center Drive, Suite 280, Fremont, California 94538, hereinafter called "TIBURON."

Witnesseth

WHEREAS, CLIENT has determined that it requires the categories of application software maintenance on the software systems which have been provided to CLIENT by TIBURON under a separate agreement and which are identified in Exhibit A attached hereto and which are referred to hereinafter collectively as the "Program," and

WHEREAS, CLIENT therefore requires the provision of professional and technical services and materials as specified in this Agreement, and

WHEREAS, TIBURON is qualified to provide the services and materials required by CLIENT as specified in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, CLIENT and TIBURON agree as follows:

1. Period of Performance

   The term under which TIBURON shall be obligated to perform under this Agreement shall be for the time period specified in Exhibit A and shall continue for this time period or until this Agreement has otherwise been terminated as provided for herein.

2. Statement of Work

   With respect to the Program, TIBURON shall perform the following maintenance services:

   a) TIBURON shall retain a copy of the Program source code. If source code is held in an escrow account for CLIENT, TIBURON will provide through an escrow agent on a quarterly basis copies of all modules associated with the Message Switch, Computer Aided Dispatch, Police Records, Fire Records, Jail Records Systems, and PC-based modules.

   b) **Problem Reporting:** If during the term of this Agreement, (1) CLIENT discovers defects in the Program such that the Program will not perform in accordance with

the specifications as previously accepted by CLIENT; (2) CLIENT notifies TIBURON of such defects in writing; and (3) such defects are reproducible, then TIBURON shall provide timely corrections of such defects.

c) **Problem Resolution:** If problems arise concerning the Program, TIBURON shall provide telephone assistance and support via remote dial-in.

If remote support is available, but an on-site visit is required to correct the defect, TIBURON will travel to the site at no additional charge if the problem lies solely with TIBURON application software. If CLIENT is unable to provide remote dial-in and an on-site visit is necessary to correct the problem, TIBURON will bill for reasonable travel and living costs, including labor associated with travel..

If the problem is non-TIBURON generated, CLIENT is responsible for all fees and expenses and will be billed at TIBURON's Technical Service Rate, as defined in Exhibit B of this Agreement. In addition, CLIENT is responsible for reasonable travel and living expenses.

d) TIBURON shall provide CLIENT with a minimum of quarterly status reports to include a summary of site activity and client requests.

e) TIBURON shall provide a toll-free telephone service for routine operational and technical assistance.

f) Technical and operational service shall be available during TIBURON's normal support hours of 6:30 a.m. to 5:00 p.m. Pacific Time (excluding weekends and TIBURON holidays) with the exception of those products defined in the Schedule of Services and Charges which is attached as Exhibit B and incorporated herein by reference.

TIBURON shall provide software upgrades and enhancements as per the schedule and charges stated in Exhibit B. If CLIENT has access to non-escrowed source code on site, any installation and special tailoring required shall be charged at the Technical Service Rate as identified in Exhibit B. All such software provided by TIBURON shall be covered by the terms of the Tiburon Software License Agreement.

If CLIENT has access to non-escrowed source code on site, and corrections for reported problems or defects are due substantially to CLIENT's errors or CLIENT's changes to the system environment, or relate to CLIENT-modified portions of the Program or to portions of the Program affected by CLIENT-provided software, or if diagnosis of problems reported erroneously shall be performed by TIBURON, CLIENT will be charged at the Technical Service Rate as defined in Exhibit B, plus applicable reasonable travel and living costs.

g) TIBURON shall provide additional systems, subsystems and enhancements to the software as described in Exhibit B. Any licensing, installation and special tailoring required shall be charged at the then current license fees and Technical Service Rates. All software systems, subsystems, enhancements and upgrades are provided per the terms and conditions of TIBURON's Software License Agreement.

3. Client Responsibilities

CLIENT and TIBURON agree that the CLIENT's timely performance of the following responsibilities have a significant and direct impact on TIBURON's ability to meet TIBURON's scope and schedule of services under this Agreement:

a) CLIENT shall assign a coordinator to ensure that CLIENT's duties set forth in this Agreement are met, to coordinate appropriate schedules in connection with TIBURON's services hereunder, and to provide other coordination activities which are necessary for TIBURON to perform its services hereunder. CLIENT shall maintain performance logs documenting trouble calls and availability of on-line systems according to procedures provided by TIBURON.

b) CLIENT shall assign individuals who are familiar with the Program and able to provide on-site technical assistance as required by TIBURON to assist TIBURON in performing its services hereunder. CLIENT personnel will screen operational assistance calls and handle operational problems where appropriate.

c) CLIENT shall ensure that appropriate maintenance activities are carried out on a regularly scheduled basis in accordance with site documentation. This includes but is not limited to backing up the data base and journal logs, purging out of date records and running reports and performing diagnostics as requested by TIBURON.

d) CLIENT shall provide dial-in access to CLIENT's computer, making it accessible by TIBURON for remote service. CLIENT is responsible for the provision of all local equipment (such as: dial-up modems, telephone termination, communications port) required to support access by TIBURON. If CLIENT has access to non-escrowed source code on site, CLIENT shall also compile programs and run appropriate tests following each remote access as requested by TIBURON. In the event that CLIENT does not comply with these provisions, Technical Service charges as specified in Exhibit B shall apply.

e) CLIENT shall meet with TIBURON as may be reasonably required to discuss operational issues and the status of the Program and provide timely responses to issues related to maintenance and Program performance raised in writing by TIBURON.

f) CLIENT shall update and maintain the input data as may be required for satisfactory Program operation, and be responsible for the accuracy of CLIENT-provided data.

g) If CLIENT has access to non-escrowed source code on site, CLIENT shall provide TIBURON with a complete copy of the production source code in a format compatible with TIBURON's support environment so that TIBURON has ready access to the code for maintenance work. Complete replacement copies shall be made available on a timely basis upon request by TIBURON.

If CLIENT has access to non escrowed source code on site, CLIENT shall be responsible for storing a complete copy of the production source code off site as an emergency back up.

4. Independent Contractor

Each party hereto, in performance of this Agreement, will be acting in its own capacity. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. TIBURON will be responsible for payment of payroll taxes, unemployment insurance, and similar obligations with respect to its own employees, and no deductions shall be made from payments due under this Agreement for that or any other related reason.

5. License

With respect to each change, correction, or enhancement to Program furnished to CLIENT under this Agreement, TIBURON grants to CLIENT a perpetual, non-exclusive, non-assignable, non-transferable license to use such change, correction, or enhancement solely as part of the Program.

6. Client Modifications

If CLIENT has access to non-escrowed source code on site, CLIENT modifications are prohibited unless prior review and approval by TIBURON has been granted for the specific changes and the person or entity making such changes.

If CLIENT has access to non-escrowed source code on site, any changes or modifications to TIBURON's application software or to the application software operating environment by CLIENT without TIBURON's written authorization is an unauthorized change and is in violation of the Software License Agreement. In the event CLIENT is deemed to be in violation of the terms and conditions of this Agreement, TIBURON reserves the right to terminate this Agreement and pursue any and all legal remedies. CLIENT may be subject to penalties, fines and associated legal fees if found to be in violation of the Software

License Agreement.

In addition to the standard maintenance of the external interface software, TIBURON shall provide, on an annual basis, up to fifteen hours of technical support for updates to the TIBURON External Interface Software and/or documentation. These hours are NOT carried forward to the next contractual year. Any additional technical time required for External Interface Software updates is available at TIBURON's normal Technical Service Rates as defined in Exhibit B.

7. Confidential Information

TIBURON shall regard all CLIENT files and data as CLIENT's confidential information. TIBURON shall not release said data to outside parties without written consent of CLIENT. To the extent allowed by law, CLIENT shall regard all software and documentation provided by TIBURON as confidential information. To the extent allowed by law, CLIENT shall not release or provide access to said software and documentation to outside parties without written consent of TIBURON.

8. Termination

This Agreement may be terminated by either party by giving at least a ninety (90) day advance written notice to the other party.

If the Agreement is terminated by TIBURON, the unused portion of maintenance fees will be refunded to the CLIENT.

Upon termination of this Agreement for any reason, the provisions relating to Confidential Information and License shall survive.

9. Insurance

TIBURON shall procure and maintain in effect during the term of this Agreement the following insurance coverages with an insurance company or companies authorized to do business in the State of Ohio and approved by the CLIENT with a Best rating of no less than A:VII:

a) Workers' Compensation and Employers Liability insurance in accordance with the laws of the State of Ohio with liability limits of One Million Dollars ($1,000,000.00) per accident.

b) Comprehensive General Liability and Broad Form Comprehensive General Liability or Commercial General Liability including bodily injury, personal injury, and property damage in the amount of a combined single limit of One Million Dollars ($1,000,000), each occurrence, and Two Million Dollars ($2,000,000) in aggregate limit.

c) Comprehensive Auto Liability including bodily injury, personal injury and property damage in the amount of a combined single limit of One Million Dollars ($1,000,000.00) each occurrence and Two Million Dollars ($2,000,000) in aggregate. Coverage must include all automobiles utilized by TIBURON performing the Work hereunder.

d) The following statement shall appear in each certificate of insurance provided the CLIENT by TIBURON hereunder: "It is agreed that in the event of any material change in or cancellation of this policy, thirty (30) calendar days prior written notice will be given to CLIENT."

e) TIBURON shall give prompt written notice to the CLIENT of all known losses, damages, or injuries to any person or to property of the CLIENT or third persons which may be in any way related to the Project or for which a claim might be made against the CLIENT. TIBURON shall promptly report to the CLIENT all such claims which TIBURON has noticed, whether related to matters insured or uninsured. No settlement or payment for any claim for loss, injury or damage or other matter as to which the CLIENT may be charged with an obligation to make any payment or reimbursement shall be made by TIBURON without the prior written approval of the CLIENT.

10. Indemnification

TIBURON agrees to protect, defend, indemnify, and save the CLIENT, its agents, officials, employees, or any firm, company organization, or individual, or their contractors, or subcontractors for whom the CLIENT may be contracted to, harmless from and against any and all claims, demands, actions, and causes of action which may arise in favor of any person or persons, on account of illness, disease, loss of property, services, wages, death or personal injuries resulting from TIBURON's negligence in the performance of the duties identified herein.

In no event shall TIBURON be liable for any loss or damages related to the operation, delay or failure of software or equipment provided by TIBURON or for the accuracy or completeness of data, and under no circumstances shall TIBURON be liable for special, indirect, incidental, tort, or consequential damages.

Furthermore, TIBURON hereby agrees to indemnify the CLIENT for all reasonable expenses and attorney's fees incurred by or imposed upon the CLIENT in connection therewith for any loss, damage, injury or other casualty for which TIBURON is obligated to indemnify CLIENT as provided herein.

11. Amendments

This Agreement may be amended upon mutual written agreement by CLIENT and TIBURON to include, but not be limited to, additional services and support and equipment and software replacements and upgrades.

12. Applicable Law

This Agreement shall be construed in accordance with and governed by the laws of the State in which the CLIENT's organization is primarily located.

13. Limitation of Liability and Remedies

a) Limited Warranty

TIBURON warrants that all Software developed or provided under this Agreement will conform to original specifications developed under this Agreement.

The above warranty is in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, unless such other warranty is contained in a separate agreement between CLIENT and TIBURON.

b) Limitation of Damages and Remedy

TIBURON's liability hereunder for damages shall not exceed the contractual maintenance charge paid to TIBURON for the period in which the cause of action occurred. In no event shall TIBURON be liable for any loss or damages related to the operation, delay or failure of software or equipment provided by TIBURON or for the accuracy or completeness of data, and under no circumstances shall TIBURON be liable for special, indirect, incidental, tort, or consequential damages.

14. Entire Agreement

This Agreement sets forth the entire understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither party shall be bound by any prior representations, conditions, understandings, or warranties except for original system warranties or those expressly provided herein, or in any surviving terms of prior written agreements between the parties hereto, or in any written agreements signed by representatives of the parties on or subsequent to the date of this Agreement. No provision appearing on any form originated by CLIENT shall have any force or effect unless such provision is expressly accepted in writing and signed by a representative of TIBURON.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates set forth below.

TIBURON:	CITY OF SHAKER HEIGHTS:
D Hislop (el)	
Signature of Authorized Representative	Signature of Authorized Representative
Darcy Hislop	
Name	Name
Vice President, Client Services	
Title	Title
December 6, 1996	
Date	Date

revised 8/26/96

EXHIBIT A

SOFTWARE SUPPORT AND MAINTENANCE FEE

CLIENT NAME: City of Shaker Heights
3400 Lee Road
Shaker Heights, OH 44120

CONTACT: Frank Miozzi

Support and Maintenance provided to the CLIENT listed above shall be pursuant to the terms and conditions of the TIBURON Agreement for Extended Service dated December 6, 1996.

This Exhibit A shall become part of said Agreement upon signature and shall be effective from 1/1/97 through 12/31/97 and applies only to the application software and software modules listed below and will be billed in advance annually, unless otherwise set forth in Exhibit B. Upon future renewals, there will be an additional charge to those CLIENTs requiring semi-annual or quarterly invoices.

Software Module	Months	CPU Make	Model	Serial #	User License	Total Fees
CAD/E911	12					$ 7,921.00
EXTN:LEAD	12					3,066.00
FMIS	12					4,769.00
ICN	12					1,789.00
MCI	12					1,789.00
MDT	12					6,813.00
RMS	12					7,665.00
					TOTAL	$33,812.00

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

Tiburon, Inc.

By: D Hislop (ah)
(Authorized Signature)

Name: Darcy Hislop

Title: V/P Client Services

Date: December 6, 1996

City of Shaker Heights

By: _____
(Authorized Signature)

Name: _____

Title: _____

Date: _____

EXHIBIT B
SCHEDULE OF SERVICES AND CHARGES

Basic Services

TIBURON will provide basic services as defined in the Statement of Work contained in the Section 2 of the Extended Service Agreement for the software systems as defined in Exhibit A.

Support for Computer Aided Dispatch, Message Switch and Jail Management Systems is 24 hours per day, 7 days per week. Support for other products is from 6:30 a.m. to 5:00 p.m. Pacific Time, excluding weekends and normal TIBURON holidays. Optional "24/7" support is available for these products. In all cases, call-out charges will apply as described below.

Release Management Program

New software versions typically include significant application changes and may require TIBURON's technical support to install. TIBURON services may be charged at the Technical Services Rate defined below, if agreed upon in writing, in advance. Significant application changes include but are not limited to system architecture, user interfaces, system externals, and database structure.

Software releases include problem fixes and software enhancements. They do not typically require TIBURON's on site assistance to install. TIBURON installation and special tailoring, if required, may be charged at the Technical Service Rate defined below.

New Products

Additional TIBURON software systems, subsystems and TIBURON provided third-party products, such as hardware, and networking software may be acquired under this agreement. TIBURON installation, special tailoring, license fees and third-party peripherals required shall be charged at the then current Technical Services Rate or as quoted by the third party.

"24/7" Service Option $_____ per year _____ (initial)

Products not normally covered by 24-hour support may optionally be supported with 24-hour coverage (including TIBURON holidays). Applicable call-out charges continue to apply. If this option is not in force, technical support requests outside of covered hours are charged at technical service rates as defined below.

Prepaid Technical Support Resource Pool $_____ per year _____ (initial)

A dollar amount is allocated to a Technical Support Resource Pool. The charges for Technical Support will always be calculated at the TIBURON facility rate and will be subtracted from this dollar amount as incurred. Any unused portion of this account is carried over to the next contract year.

Gold Card Service Option $_____ _____ (initial)

A total support program is tailored for CLIENT and includes a schedule of on-site visits by TIBURON personnel for data base management, working with end users to identify and resolve problems and to apply agreed upon software changes, installation of new software products obtained through this Agreement, and a comprehensive training program. (If selected by CLIENT the terms of this option are defined in the Gold Card Service Schedule, which will be attached as Exhibit C and incorporated herein by reference.)

Operations Review $2,500 per year _____ (initial)

TIBURON personnel will visit the client site periodically and meet with management, operations and other user personnel to conduct an operations review of the systems and an analysis of the CLIENT's automation requirements. A report will be produced to include observations and recommendations as regards the use of the system. Working with the CLIENT, this review will be further documented in the form of a multi-year automation plan for the CLIENT. There will be no charge for this service if total annual maintenance exceeds $20,000.

National User Group Membership $_____ per year _____ (initial)

A National User Group (NUG) meeting sponsored jointly by TIBURON and the National User Group will take place annually in a location near TIBURON's headquarter office in Fremont, California. This meeting will include, but not to be limited to: training classes, demonstrations of TIBURON application software modules, user submitted software programs and procedures and demonstrations of complementary third party products. Additionally, the technical resources of TIBURON will be available to attendees for discussion on product content.

The NUG charges an annual fee. Payments by the client to the NUG for the annual fee, NUG meeting attendance and/or travel associated with the NUG activities may be included in this agreement.

Technical Service Rates

Technical Services Rates shall be deducted from the Prepaid Technical Support Resource Pool, or if that option is not available, they shall be invoiced to CLIENT as incurred.

1. Technical Service Rates

Technical support shall be charged at the following rates:

At TIBURON Facilities:	$125 per staff hour
At CLIENT Site:	$150 per staff hour

A minimum of four (4) hours per occurrence will be charged for work conducted at TIBURON facilities and a minimum of eight (8) hours at CLIENT site for Technical Services not covered under

Basic Services or "24/7" Service Option as described previously.

2. Materials, Travel and Per Diem Expenses

When applicable, all special materials, plus reasonable travel and living expenses shall be charged to CLIENT.

3. Call-Out Charges

Requests for services outside of the hours of 6:30 a.m. to 5:00 p.m. Pacific Time, on weekends, and on TIBURON holidays, will result in an additional call-out charge as follows:

Systems covered under 24/7 support - Off-Hour Call-Out Fee: $50 per occurrence

Systems not covered under 24/7 support - Off-Hour Call-Out Fee: $250 per occurrence plus $200/hour for each hour after the first with a 2-hour minimum. TIBURON cannot guarantee a response for sites not covered under 24-hour/7-day support.

No more than one call-out fee will be billed per system per day.

4. Software Upgrades

Software upgrades are made available to CLIENT through the Release Management Program. Any Technical Services required to implement these upgrades may be charged on a time and materials basis, per the schedules in Item 1, Exhibit B, if agreed upon in writing, in advance. These services include, but are not limited to, additional training, software installation, data base modification, custom or extensive tailoring, and any control and/or operating system modifications.

5. Remote Access

All charges in this Agreement are predicated on CLIENT providing the required hardware, software, and operating environment for dial-in service. If CLIENT does not provide this support for dial-in service, the following additional charge will apply:

$500 per month per system supported

In addition, reasonable travel and per diem expenses for on-site support required due to lack of remote access will be charged as defined in Item 1, Exhibit B.

<u>Payment Provisions</u>

TIBURON will provide an invoice for payment on an annual basis. Payment for the invoice is due within thirty (30) days of receipt. Any additional charges incurred will be invoiced separately and due within thirty (30) days.

TIBURON reserves the right to adjust the CLIENT's annual fee with ninety (90) day advance written notice of adjustments. This adjustment will become effective on the anniversary date of this agreement.

CLIENT is responsible for any tax, license, or permit fees that may be levied due to the services provided under this Agreement. The CLIENT is responsible for the addition to the amounts shown above.

CLIENT shall pay each invoice within 30 days of receipt thereof.

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized representatives.

Tiburon, Inc.	City of Shaker Heights
D Hislop (ok)	
(Authorized Signature)	(Authorized Signature)
Darcy Hislop	
Name	Name
Vice President, Client Services	
Title	Title
December 6, 1996	
Date	Date

revised 8/26/96

ORDINANCE NO. 97-33
BY: Allen D. Foster, Sr.

Amending Sections 115.07 and 141.08 of the Administrative Code relative to the costs to be charged for copies of City records.

BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. Section 115.07 of the Shaker Heights Administrative Code, relative to the minutes of meetings, shall be amended to read as follows:

115.07 MINUTES OF MEETINGS.

(a) Minutes. Minutes of all regular and special meetings of public bodies shall be promptly recorded in writing and open to the public for inspection. Minutes of executive sessions of public bodies need only reflect the general subject matter of discussion in such executive sessions.

(b) Location of Minute Books. The Clerk of Council shall keep a minute book for each public body. The minute books shall contain the minutes of all meetings of each such public body. The public may inspect the minute books at all reasonable times.

(c) Copy of Minutes. Any person may obtain from the Clerk of Council a copy of the minutes of any regular or special meeting of a public body, at the cost of twenty-five cents ($.25) per page.

Section 2. Section 141.08 of the Shaker Heights Administrative Code, relative to the prices to be charged for City records, shall be amended to read as follows:

141.08 PRICES FOR OFFICIAL RECORDS, CODIFIED ORDINANCES, MAPS.

(a) When copies of official records are furnished to any person, a charge of twenty-five cents ($.25) per page shall be collected for the making and furnishing of such copies, which charges are hereby determined to be based upon the approximate cost of making and furnishing such copies. The foregoing shall not apply to requests from government agencies for copies, for which no fee shall be charged.

(b) Pursuant to the provisions of Section 101.10, the following are hereby established as the prices at which the component codes of the Codified Ordinances shall be sold:

Each component Code unit (except as otherwise specified)	$15.00
Charter	5.00
Building Code (not including adopted technical codes)	15.00
Zoning Code	15.00

If the complete binder copy of the Codified Ordinances, including the current amendments, are purchased at one time the total price shall be sixty dollars ($60.00). If the complete paper copy of the Codified Ordinances, including the current amendments, are purchased at one time the total price shall be fifty dollars ($50.00).

(c) The price at which the City Address Map shall be sold is hereby set at five dollars ($5.00).

Section 3. Sections 115.07 and 141.08 of the Shaker Heights Administrative Code, as heretofore in effect, are hereby repealed.

Section 4. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare for the reason that it is necessary in the current operation of the City and, therefore, shall take effect immediately upon its enactment and approval by the Mayor.

Enacted March 24, 1997.

Approved this 25th day of March, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

ORDINANCE NO. 97-34
BY: Allen D. Foster, Sr.

Amending Section 1309.04 of the Building Code relative to the compensation of members of the Architectural Board of Review.

BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. Section 1309.04 of the Building Code of the Codified Ordinances of the City of Shaker Heights, relative to the Architectural Board of Review, is hereby amended, retroactive to January 1, 1996, to read as follows:

1309.04 COMPENSATION.

> Each member of the Architectural Board of Review attending a meeting in a voting capacity shall receive a fee of sixty-five dollars ($65.00) per hour. The member designated by the Board to conduct interim reviews shall be compensated at the same hourly rate for such services. Fees for meetings or interim reviews that exceed one hour shall be paid on a prorated hourly fee basis.

Section 2. Section 1309.04 of the Shaker Heights Building Code, as heretofore in effect, is hereby repealed.

Section 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare for the reason that it is necessary in the current operation of the City and, therefore, this ordinance shall take effect immediately upon its enactment and approval by the Mayor.

Enacted March 24, 1997.

Approved this 25th day of March, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

ORDINANCE NO. 97-35
BY: Allen D. Foster, Sr.

Confirming the granting of a conditional use permit for the operation of an additional automotive use (3536 Lee Road).

WHEREAS, on November 6, 1995, the City Planning Commission approved a conditional use permit for an automotive accessories business at 3536 Lee Road, Shaker Heights, Ohio ("Lewis Electronics"), which was confirmed by City Council pursuant to Ordinance No. 95-183 (enacted November 28, 1995); and

WHEREAS, the applicant now seeks to add a U-Haul truck rental business to be operated by the applicant at this same location; and

WHEREAS, at its meeting on March 3, 1997, the City Planning Commission approved a conditional use permit for the operation of a U-Haul truck rental business, in addition to the existing automotive accessories business, at 3536 Lee Road, Shaker Heights, Ohio, subject to certain conditions as set forth herein, which conditions were agreed to by the applicant and its legal counsel at said meeting.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. This Council hereby confirms the granting of a conditional use permit by the City Planning Commission at its meeting on March 3, 1997, for the operation of a U-Haul truck rental business, in addition to the existing automotive accessories business, at 3536 Lee Road, Shaker Heights, Ohio. The approval granted herein is expressly conditioned upon the following:

1. Front parking to be screened with a wrought iron fence and landscaping similar to the design in the City's Commercial Design Guidelines, to be approved by the Planning and Development Department staff;

2. The occupancy use permit shall not be issued until applicant completes the remaining conditions of the previous conditional use permit approved by the City Planning Commission on November 28, 1995, including construction of a rear fence, the planting of grass behind the building, and front screening, as approved by the Planning and Development Department staff;

3. Only five (5) rental trucks will be permitted on the property at any one time, and such trucks shall

be parked in the front portion of the rear parking lot; and

4. The staff of the Department of Planning and Development will monitor the operational aspects of delivery and pick-up of the truck rental business as to possible traffic congestion on Lee Road; if unreasonable traffic congestion is caused by said use, in the opinion of the staff, then the conditional use permit approved herein will be subject to further review by the City Planning Commission in accordance with the Shaker Heights Zoning Code.

Section 2. This ordinance shall take effect from and after the earliest time allowed by law.

Enacted March 24, 1997.

Approved this 25th day of March, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

ORDINANCE NO. 97-36
BY: Margaret Jorgensen

Appropriating funds from the General Capital Fund for the purchase of various equipment for use in the Fire Department.

BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. That there be and is hereby appropriated from the General Capital Fund Account No. 401.02 the sum of TWENTY THREE THOUSAND DOLLARS ($23,000) to provide for the purchase of the following equipment for use in the Fire Department.

Item	Amount
City Share of Cost of Confined Space Rescue Equipment for the Heights Area Special Rescue Team (HASRT)	$ 7,000
Firefighter Personal Alert Safety System Devices (PASS)	16,000
Total	$23,000

Section 2. That the City Finance Director be and he is hereby authorized and directed to draw his warrants against the appropriations hereinabove set forth upon presentation of proper vouchers.

Section 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety for the reason that it is necessary in the current operation of the City, and this ordinance shall, therefore, take effect immediately upon its enactment and approval by the Mayor.

Enacted March 24, 1997.

Approved this 25th day of March, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

ORDINANCE NO. 97-37
BY: Kenneth Kovach

Amending Ordinance No. 96-30, appropriating supplemental funds from the General Capital Fund Account to purchase various equipment for the Public Service Department.

BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. That the amount of funds appropriated from the General Capital Fund No. 401.04 to provide for the replacement of a 1984 Ford Dump, Salt Insert and Plow #32 in Section 1. of Ordinance No. 96-30 is hereby increased by FOUR THOUSAND DOLLARS ($4,000), from EIGHTY FIVE THOUSAND DOLLARS ($85,000) to EIGHTY NINE THOUSAND DOLLARS ($89,000).

Section 2. That the total amount appropriated for the purchase of various equipment for the Public Service Department in Section 1. of Ordinance No. 96-30 is hereby increased by FOUR THOUSAND DOLLARS ($4,000) from THREE HUNDRED SEVENTY THOUSAND DOLLARS ($370,000) to THREE HUNDRED SEVENTY FOUR THOUSAND DOLLARS ($374,000) to reflect the above change.

Section 3. That the City Finance Director be and he is hereby authorized and directed to draw his warrants against the appropriations hereinabove set forth upon presentation of proper vouchers.

Section 4. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety for the reason that it is necessary in the current operation of the City, and this ordinance shall, therefore, take effect immediately upon its enactment and approval by the Mayor.

Enacted March 24, 1997.

Approved this 25th day of March, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

ORDINANCE NO. 97-38
BY: Kenneth Kovach

Authorizing an advance of working capital and repayment schedule from the Self-Insurance Reserve Internal Service Fund to the General Capital Improvements Fund to finance Recreation Department capital projects authorized by Ordinance Nos. 96-51 and 96-172.

WHEREAS the Thornton Park Ice Arena facility improvements authorized by Ordinance No. 96-51 and funded by the General Capital Fund will significantly reduce energy consumption and result in a cost savings over a two to three year period sufficient to finance the acquisition; and

WHEREAS the acquisition of a van for use by the Recreation Department by Ordinance No. 96-172 and funded by the General Capital Fund eliminated the expense of leasing a van for use by the Recreation Department during the summer resulting in a lease cost avoidance sufficient to reimburse the General Capital Fund over a three year period; and

WHEREAS the Self-Insurance Reserve Fund currently has sufficient unobligated fund equity to finance these capital acquisitions over a three year period as a fund investment; and

WHEREAS the current yield on a three year United States Treasury Note is 6.25% per anum.

NOW, BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. That there be and is hereby authorized an advance of funds from the Self-Insurance Reserve Fund No. 605 to the General Capital Improvements Fund No. 401 of ONE HUNDRED NINE THOUSAND ONE HUNDRED DOLLARS ($109,100) to finance the Recreation Department capital improvement projects authorized by Ordinance Nos. 96-51 and 96-172.

Section 2. That all funds advanced shall be repaid plus interest at the annual rate of 6.25% by the Recreation Enterprise Fund No. 501 to the Self-Insurance Reserve Fund No. 605 in accordance with the following repayment schedule:

Ord. No./Project		Amount	Term
96-51	Co-Ray Vac Heating System	$ 25,000	2 Years
96-51	Compressor Liquid Pressure Amplification System	20,000	2 Years
96-51	Rink Lighting System	15,000	2 Years
96-172	Van Acquisition	19,100	3 Years
Total Financed		$109,100	

Section 3. That the financing provisions of Section 2. of Ordinance No. 96-172 are rescinded.

Section 4. That the City Finance Director be and he is hereby authorized and directed to advance said funds hereinabove set forth upon the enactment of this ordinance and its approval by the Mayor.

Section 5. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety for the reason it is necessary for the current operation of the City, and this ordinance shall therefore take effect immediately upon its enactment and approval by the Mayor.

Enacted: March 24, 1997

Approved this 25th day of March, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

ORDINANCE NO. 97-39
BY: David Weiss

Making annual appropriations for the current expenses and other expenditures of the City of Shaker Heights for the fiscal year ending December 31, 1997.

WHEREAS, it is provided by law that an annual appropriation ordinance shall be passed by Council, and

WHEREAS, the General Code of Ohio and the Charter of the City of Shaker Heights provide for such ordinance and the methods of enacting same.

NOW, THEREFORE, be it ordained by the Council of the City of Shaker Heights, State of Ohio:

Section 1. That to provide for the current expenses and other expenditures of the City of Shaker Heights for the fiscal year ending December 31, 1997, the following appropriations are hereby authorized:

Section 2. That there be and is hereby appropriated from the General Fund to:

GENERAL FUND - 101

ACCT. NO.	FUND ACTIVITY	PERSONAL SERVICE	OTHER		TOTAL
	Municipal Court	$ 1,068,100	$ 135,700		$ 1,203,800
	Other City Activities	17,130,200	8,953,400	(1A)	26,083,600
101	GENERAL FUND	$18,198,300	$9,089,100	(1A)	$27,287,400

Section 3. That there be and is hereby appropriated from the various Special Revenue Funds to:

SPECIAL REVENUE FUND - 200

ACCT. NO.	FUND ACTIVITY	PERSONAL SERVICE	OTHER		TOTAL
201	Streets (Maint. & Repair)	$463,700	$509,600		$973,300
202	State Highway Maintenance	20,300	12,000		32,300
203	Food Service Inspection	-0-	13,000	(2A)	13,000
204	Sewer Maintenance	331,600	624,400	(2B)	956,000
205	Police Pension	818,600	-0-		818,600
206	Fire Pension	892,200	-0-		892,200
209	Indigent Driver Alcohol Treatment	-0-	2,500		2,500
210	Court Computerization/Legal Research	28,600	28,300		56,900
211	Clerk's Computerization	36,900	41,500		78,400
213	Housing Exterior Maintenance CDBG	-0-	106,027	(2C)	106,027
214	Fair Housing Grant	-0-	74,000		74,000
215	Community Preservation	-0-	81,500		81,500
216	Law Enforcement Grants	107,700	108,300	(2D)	216,000
801	Street Lighting	-0-	555,900		555,900
802	Tree Maintenance	310,800	293,600		604,400
TOTAL SPECIAL REVENUE FUNDS:		$3,010,400	$2,450,627		$5,461,027

Section 4. That there be and is hereby appropriated from the Debt Service Fund to:

DEBT SERVICE FUND - 300

ACCT. NO.	FUND ACTIVITY	PERSONAL SERVICE	OTHER	TOTAL
301	Debt Service	$ -0-	$4,150,000	$4,150,000

Section 5. That there be and is hereby appropriated from the Enterprise Fund to:

ENTERPRISE FUND - 500

ACCT. NO.	FUND ACTIVITY	PERSONAL SERVICE	OTHER	TOTAL
501	General Recreation	$2,075,100	$1,454,300 (5A)	$3,529,400

Section 6. That there be and is hereby appropriated from the various Internal Service Funds to:

INTERNAL SERVICE FUNDS - 600

ACCT. NO.	FUND ACTIVITY	PERSONAL SERVICE	OTHER	TOTAL
601	Central Stores Purchasing	$ -0-	$ 195,000	$ 195,000
602	Central Printing Operation	20,300	14,300	34,600
603	Central Garage Operation	685,400	202,800	888,200
604	Central Services Operation	176,400	493,400	669,800
605	Self-Insurance Reserve	90,200	1,052,000 (6A)	1,142,200
	TOTAL REVOLVING FUNDS:	$972,300	$1,957,500	$2,929,800

Section 7. That there be and is hereby authorized and included in the amounts appropriated by this ordinance the following interfund transfers and advances:

Itemized List of Transfers by Fund

General Fund - 101

1-A	General Fund to Police Pension Fund	$ 617,600
1-A	General Fund to Fire Pension Fund	708,000
1-A	General Fund to Street Maintenance & Repair	- 0 -
1-A	General Fund to Recreation Fund	1,093,600
1-A	General Fund to Street Lighting	12,000

Itemized List of Transfers by Fund, continued

General Fund - 101, continued

1-A	General Fund to Central Services Operation	14,000
1-A	General Fund to COPS Fast Grant Fund	65,400

Special Revenue Fund - 200

2-A	Food Service Inspection to General Fund	$ 12,600
2-B	Sewer Maintenance to Debt Service	40,400
2-B	Sewer Maintenance to Sewer Capital Improvement Fund (O.97-23)	120,400
2-D	COPS Fast Grant Fund to Police Pension Fund	18,500

Capital Projects Fund - 400

4-A	General Capital to Debt Service Fund	$ 741,200
4-B	Bond Improvement-Sewer Capital Fund to Sewer Maintenance Fund (The unexpended balance of the sewer system improvement projects authorized by the following Ordinance Nos.: 95-42, 96-19 96-72 and 182, 96-129, 96-204)	

Trust Fund - 700

7-A	Law Enforcement Trust Fund to Law Enforcement Grants Fund	$ 2,009

Itemized List of Interfund Transfer Advances by Fund

General Fund - 101

1-A	General Fund to COPS Fast Grant Fund	$42,700

Internal Service Fund - 600

6-A	Self-Insurance Reserve Fund to General Capital Improvements (O.97-38)	$109,100

Itemized List of Interfund Advance Repayments by Fund

Special Revenue Fund - 200

2-C	Housing Exterior Maintenance CDBG Fund to General Capital Fund	$57,007
2-D	COPS Fast Grant Fund to General Fund	81,300

Capital Projects Fund - 400

4-C	STC NW Quadrant Improvement Capital Project Fund to General Capital Fund	$ 249,014

Enterprise Fund - 500

5-A	General Recreation to Self-Insurance Reserve Fund (O.97-38)	$ 43,900

Itemized List of Interfund Advance Repayments by Fund, continued

Trust & Agency Fund - 700

7-B	Shaker Family Center at Sussex to General Fund (O.96-205)	$ 9,800

Section 8. That all monies in the Trust & Agency Funds Accounts are hereby deemed appropriated for their intended purposes.

Section 9. That all expenditures against appropriations hereinabove authorized shall be made in accordance with the code accounts hereinabove set forth.

Section 10. That the City Finance Director be and he is hereby authorized and directed to draw his warrants against the appropriations set forth upon presentation of proper vouchers.

Section 11. That this ordinance is hereby declared to be an emergency measure and shall take effect and be in force immediately upon its enactment. The reason for the emergency lies in the fact that this ordinance is necessary for the immediate preservation of the public property, safety, welfare and health.

Enacted March 24, 1997.

Approved this 25th day of March, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

ORDINANCE NO. 97-40
BY: Margaret H. Jorgensen

Authorizing compensation for the Director of Law for the performance of additional services related to the Center for Housing and Community Life.

WHEREAS, at the request of the Mayor, the Director of Law has served as the Interim Director of the Center for Housing and Community Life ("CHCL") since August 1, 1996; and

WHEREAS, in her role as Interim Director of CHCL, the Director of Law has assumed the responsibility of managing this department, including overseeing personnel, reviewing policies, attending numerous meetings, and developing community programming, in addition to continuing to perform her duties as the Director of Law; and

WHEREAS, the Mayor has recommended that the Director of Law receive compensation for the performance of these additional duties, above her current compensation, in the amount of ONE THOUSAND DOLLARS ($1,000) per month.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. This Council hereby authorizes compensation for the Director of Law, in addition to her regular compensation, in the amount of ONE THOUSAND DOLLARS ($1,000) per month, retroactive to August 1, 1996, for her services rendered as the Interim Director of CHCL. The additional compensation authorized herein shall continue for so long as the Director of Law serves as the Interim Director of CHCL, with the approval of the Mayor.

Section 2. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare for the reason that it is necessary in the current operation of the City and, therefore, this ordinance shall take effect immediately upon its enactment and approval by the Mayor.

Enacted April 14, 1997.

Approved this 15th day of April, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

FRANK J. BRICHACEK
Clerk of Council Pro Tem

ORDINANCE NO. 97-41
BY: Judith Rawson

Amending Ordinance No. 96-161 relative to the acquisition of case and time management systems, legal research services and computer equipment for the Law Department.

BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. Section 1 of Ordinance No. 96-161, enacted September 30, 1996, is herby amended to read as follows:

> Section 1. That there be and is hereby appropriated from the General Capital Fund Account No. 401.01, as detailed below, the sum of FORTY FIVE THOUSAND DOLLARS ($45,000) to provide for the acquisition of the following by the Law Department:

Projects	Cost
Litigation Case, Liability Claims and Time Management Systems	$ 18,250
Legal Research Services	17,750
Computer Equipment	9,000
Total	$ 45,000

Section 2. That the City Finance Director be and he is hereby authorized and directed to draw his warrants against the appropriations hereinabove set forth upon presentation of proper vouchers.

Section 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety for the reason that it is necessary in the current operation of the City, and this ordinance shall, therefore, take effect immediately upon its enactment and approval by the Mayor.

Enacted April 28, 1997.

Approved this 29th day of April,1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

ORDINANCE NO. 97-42
BY: Kenneth Kovach

Establishing as a Special Revenue Fund, Court Community Service Fund, in the fund accounts of the City.

BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. That there be and is hereby created the following Special Revenue Fund Account of the City.

Fund No. 217 Court Community Service Fund

Section 2. The monies in said fund shall henceforth be deemed appropriated by the City of Shaker Heights and shall be disbursed only upon the approval by authorized parties of the vouchered claim according to the procedures as may hereafter be set forth.

Section 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare for the reason that it is necessary in the current operation of the City and, therefore, this ordinance shall take effect immediately upon its enactment and approval by the Mayor.

Enacted April 28, 1997.

Approved this 29th of April, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

ORDINANCE NO. 97-43
BY: Kenneth J. Kovach

Authorizing an agreement with the Shaker Heights Board of Education for the rendering of construction management services relative to the Ludlow School Ballfield improvements.

WHEREAS, the Shaker Heights City School District has requested the assistance of City staff relative to the construction of ballfield improvements at Ludlow School; and

WHEREAS, the improved ballfield at Ludlow School, to be paid for by the School District, will benefit the community, and will be available for use by the City Recreation Department, which is in need of additional ballfield facilities.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. This Council hereby authorizes the Mayor to enter into an agreement with the Shaker Heights Board of Education for the provision of construction management and related services by City staff relative to the Ludlow School Ballfield improvements. Said agreement shall be in substantially the form as attached hereto and included herein by reference, as approved by the Director of Law.

Section 2. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare for the reason that it is necessary to commence construction of the Ludlow Ballfield improvements as soon as possible in the upcoming construction season, and in sufficient time to permit the planting of grass seed in the autumn and, therefore, this ordinance shall take effect immediately upon its enactment and approval by the Mayor.

Enacted April 28, 1997.

Approved this 29th day of April, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

The City of Shaker Heights
3400 Lee Road
Shaker Heights, Ohio 44120

PATRICIA S. MEARNS
MAYOR

(216) 491-1410

April 29, 1997

Mark Freeman, Superintendent
Shaker Heights City School District
15600 Parkland Drive
Shaker Heights, Ohio 44120

Re: Ludlow Site Improvements

Dear Mark:

Based upon my discussions with City staff, I believe we can move forward with the Ludlow School site improvements under mutually agreed-upon conditions.

On behalf of the City, I would propose the following conditions:

1. The City will solicit proposals from qualified design firms for preparation of plans, construction/bid documents, construction administration, and provide recommendations to the School District as to which design firm it may wish to retain. The choice of such firm will be solely the School District's decision.

2. City staff will provide a liaison with the Ludlow Community Association through plan design, development, approval and construction phases of the project.

3. City staff will coordinate and render assistance, as necessary, relative to City approvals and permits required in conjunction with this project. It is expressly understood, however, that such assistance does not constitute a guarantee of approval by any particular City board, commission or official.

4. City staff will provide assistance in the bid review process, in conjunction with the design firm retained by the School District, and make recommendations to the School District relative to the bids submitted. The School District will make the final decision regarding the acceptance of the bid and the awarding of contracts.

5. The City will serve as the School District's representative during the construction phase of the project. City staff will provide project scheduling, field visits, permit inspections, and review and preliminary approval of contractor payment requests, subject to final approval by the School District. City staff will keep the School District apprised during the project as appropriate. However, no substantive changes in the contract or contracts awarded by the School District will be made without the approval of the School District.

6. The School District will be solely responsible with regard to the hiring of the design firm, the bidding process, including the solicitation and/or advertisement for bids, the awarding and execution of all contracts, contractor payments, prevailing wage, workers' compensation, bond and insurance requirements, and such other state procedures and requirements as may be applicable to the expenditure of funds by the School District.

7. The School District will be solely responsible for any and all expenditures regarding this project. The City will have no financial commitment or liability to the design firm or contractors retained by the School District.

8. The School District will be solely responsible for resolving, defending and/or litigating any claims or disputes arising out of this project, with regard to the design firm, contractors, subcontractors, supplies and materials, and third-party personal injury/property damage liability claims.

9. The City will be named as a co-insured in any liability insurance coverage or policy procured by the School District relative to this project. The form and amount of coverage will be as approved by the City's Director of Law, which approval shall not be unreasonably withheld.

Should the terms described herein meet with your approval, please sign the enclosed copy of this letter and return it to me in the enclosed self-addressed, stamped envelope.

If you have any questions, please contact Chief Counsel Terrence L. Brennan or me.

Sincerely,

Mayor Patricia S. Mearns

APPROVED:

_____ _____

Mark Freeman, Superintendent
Shaker Heights City School District

Date

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ORDINANCE NO. 97-44
BY: Jan M. Devereaux

Confirming the granting of a conditional use permit for the operation of a used car sales business at 3596 Lee Road (Brandon Motors Group, Inc.).

BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. This Council hereby confirms the granting of a conditional use permit by the City Planning Commission at its meeting on April 7, 1997, for the operation of a used car business at 3596 Lee Road, Shaker Heights, Ohio by Brandon Motors Group, Inc. The approval granted herein is expressly conditioned upon the following:

1. There will be no repair of vehicles except those vehicles being sold, and such repairs will be made indoors only;

2. The hours of operation will be limited to those set forth in the application;

3. Vehicles for sale may be parked in the front parking area but may not be stacked or double parked; such vehicles may be parked closer together in the existing spaces;

4. A parking plan must be submitted to and approved by the Planning and Development Department, which shows reserved parking for customers and employees and car storage in the remaining spaces;

5. Written confirmation must be provided to the City by the property owner and the current tenant, Phase II Electronics, prior to Council consideration of the conditional use permit, acknowledging and agreeing to the terms and conditions of the Planning Commission approval;

6. Review and approval of the parking plan by the Fire Department prior to Council consideration of the conditional use permit; and

7. The current landscaping along Lee Road will be supplemented with the planting of a staggered row of shrubs of similar material, as approved by the Department of Planning and Development.

Section 2. This ordinance shall take effect from and after the earliest time allowed by law.

Enacted April 28, 1997.

Approved this 29th day of April, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

ORDINANCE NO. 97-45
BY: Allen D. Foster, Sr.

Accepting the recommendation of the City Planning Commission regarding improvements to public land (Chagrin Boulevard Streetscape).

BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. Pursuant to Section 1212.03(A)(2)(i) of the Shaker Heights Zoning Code, this Council hereby accepts the recommendation of the City Planning Commission, rendered at its meeting on April 7, 1997, for improvements to public land, to wit: acceptance of the Chagrin Boulevard Streetscape plan prepared by James McKnight, landscape architect, for Chagrin Boulevard, west of Lee Road.

Section 2. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare for the reason that it is necessary in the current operation of the City, and further, that it is necessary to begin construction of the improvements as soon as possible during the upcoming building season and, therefore, this ordinance shall take effect immediately upon its enactment and approval by the Mayor.

Enacted April 28, 1997.

Approved this 29th day of April, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

ORDINANCE NO. 97-46
BY: David Weiss

Amending Ordinance No. 96-170 appropriating funds from the General Capital Fund to provide for County CDBG funding for Phase I of the Chagrin Boulevard Streetscape Improvement Project.

WHEREAS on July 25, 1996 the City received notification from the Cuyahoga County Department of Development that it had been awarded a Community Development Block Grant in the amount of $290,000 to partially finance the Chagrin Boulevard Streetscape Improvement Project; and

WHEREAS the total cost of the Chagrin Boulevard Streetscape Improvement Project is currently estimated to be $540,000, and

WHEREAS the project will be completed in two phases during the 1997 and the 1998 construction seasons, and

WHEREAS Ordinance No. 96-170, enacted by Council on October 28, 1996 and approved by the Mayor on October 29, 1996, appropriated $250,000 from the City's General Capital Fund to provide local funding for the project; and

WHEREAS to complete the funding of the project, the County CDBG will provide $150,000 in 1997 for Phase I construction and $140,000 in 1998 for Phase II construction.

NOW, BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. That, in order to provide for the expenditure of 1997 County Community Development Block Grant funding, the amount of funds appropriated from the General Capital Fund Account No. 401.08 to provide funding for the Chagrin Boulevard Streetscape Improvement Project, including project engineering and design services, construction and materials, in Section 1. of Ordinance No. 96-170 is hereby increased by ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000), from TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) to FOUR HUNDRED THOUSAND DOLLARS ($400,000) as follows:

	FUNDING SOURCE		Project
Project	Local	CDBG	Total
Phase I 1997	$126,000	$150,000	$276,000
Phase II 1998	124,000	-0-	124,000
Project Total	$250,000	$150,000	$400,000

Section 2. That the City Finance Director be and he is hereby authorized and directed to draw his warrants against the appropriations hereinabove set forth upon presentation of proper vouchers.

Section 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety for the reason that it is necessary in the current operation of the City, and this ordinance shall, therefore, take effect immediately upon its enactment and approval by the Mayor.

Enacted April 28, 1997.

Approved this 29th day of April, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

ORDINANCE NO. 97-47
BY: Kenneth Kovach

Appropriating funds from the General Capital Fund for professional consulting services relative to information/communication technology systems (Systems Consulting Group, Inc.).

BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. That there be and is hereby appropriated from General Capital Fund No. 401 the sum of FIFTY THOUSAND DOLLARS ($50,000) for professional consulting services relative to information/communication technology systems (Systems Consulting Group, Inc.).

Section 2. That the City Finance Director be and is hereby authorized and directed to draw his warrants against the appropriations hereinabove set forth upon presentation of proper vouchers.

Section 3. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety for the reason that it is necessary in the current operation of the City, and this ordinance shall, therefore, take effect immediately upon its enactment and approval by the Mayor.

Enacted April 28, 1997.

Approved this 29th day of April, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council

ORDINANCE NO. 97-48
BY: Margaret H. Jorgensen

Authorizing a contract for professional consulting services relative to information/communication technology systems (Systems Consulting Group, Inc.).

BE IT ORDAINED by the Council of the City of Shaker Heights, State of Ohio:

Section 1. This Council hereby authorizes the Mayor and the Director of Finance to enter into a contract with Systems Consulting Group, Inc. for professional consulting services relative to the City's information/communication technology systems, all as more fully set forth in the written proposal of Systems Consulting Group, Inc. dated February 28, 1997.

Section 2. This ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare for the reason that it is necessary in the current operation of the City and, therefore, this ordinance shall take effect immediately upon its enactment and approval by the Mayor.

Enacted April 28, 1997.

Approved this 29th day of April, 1997.

PATRICIA S. MEARNS, Mayor

Attest:

WILLIAM J. SCHUCHART
Clerk of Council