

AGENDA

Agenda, Bay Village City Council
Committee Meeting
Conference Room
Paul A. Koomar, President of Council, Presiding

Date: October 10, 2016
Time: 7:30 p.m.

ANNOUNCEMENTS

COMMITTEE OF THE WHOLE

Jeff Hartman – Telephone Consultant

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Vincent

Medical Marijuana

Cuyahoga County Board of Health – Public Health Services 2017

FINANCE & CLAIMS COMMITTEE – Clark

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Lieske

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-Henderson

RECREATION & PARK IMPROVEMENT COMMITTEE-Mace

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-Tadych

AUDIENCE

MISCELLANEOUS

CAHOON MEMORIAL PARK TRUSTEES

Kiwanis Christmas Tree Sale

Request of the Bay Village Kiwanis Club to use Cahoon Memorial Park for the annual Christmas Tree Sale beginning Saturday, November 19, 2016 and ending Sunday, December 18, 2016.

CITY OF BAY VILLAGE AGENDA REQUEST SEPTEMBER 21, 2016

OVERVIEW

1. Action Requested

Approve vendors for Phone System and Network Switches.

2. Previous Action

Project started in 2012 with initial appropriation of \$50,000. To note this initial proposed project was a patch upgrade to the existing system and did not include maintenance costs over subsequent years. With the proposed new system we will have the latest phone technology and 5 years of maintenance along with the new system. The actual cost of the system itself is \$54,144.47. This new system will also enable the City to eliminate \$3,000 a month additional phone charges that we currently pay. Consultant was hired in 2015 to assess current system and to prepare and evaluate RFPs. Project was advertised and proposals were received May 24. Phone demonstrations were conducted and vendor was chosen based on services provided and cost. It was also determined the need to replace switches as part of the phone project. The current switches are over 8 years old and would have been scheduled to be replaced in 2017. The new switches would provide POE (Power over Ethernet) which would bring power to the new phones.

3. Background/Justification for Current Action

Current phone system is no longer supported. Hardware is no longer available from manufacturer. If system ceases to work would be hard to find replacement parts. Current system was implemented in 2002 at a cost of \$146,872.20 (Ord 02-132). . Financial Impact

New system will provide efficiencies in service which will provide an estimated savings of \$36,000 per year. Therefore net impact of a new system, including the new switches after 5 years would be a net savings to the City of over \$50,000..

4. Affected Parties

All City employees and outside parties that have contact with the City.

5. Implementation Plan

Once Council approves vendors for switches and system administration will implement installation plan. City would contact Bailey Communications to install switches and TTX to order phones and begin preparation for installations. First Communication has started process to switch to them for internet service which I would hope would be completed by November at the latest.

6. High-Level Timeline/Schedule

Full switch over to be complete by year end 2016.

The following is a recommendation from Jeff Hartman of Hartman and Associates:

Following extensive due diligence the project team has chosen TTX as the vendor to provide and install the new phone system. I concur whole-heartedly for the following reasons:

1. TTX has proven to be the most competitive price wise as well as scoring the highest in the weighted matrix. The weighted matrix provides a mathematical equation to sort out the numerous features, functions, and capabilities of each vendor independently thereby eliminating the confusion often experienced during a project which can be filled with industry buzz words and technical terminology.
2. TTX has an exceptional reputation for excellence in project planning and implementation. TTX's Project Manager, Lauren Koch will work closely with me to ensure the best possible implementation and training.
3. TTX is a local Cleveland company and has a an impressive list of satisfied customers.

Throughout this process TTX has been totally compliant and very easy to work with which indicates that they will be prepared to complete another successful project. TTX will work closely with Bailey Communications to make sure that all network programming is completed professionally and on time.

I have zero reservations with the project team's decision to award this contract to TTX.

VENDOR	RCVD	WILL COMPLY	PRICE CONFIRMED	DATES RCVD	DEMO	CONTACT	PRODUCT	SYSTEM	COST HW MAINT	SW MAINT	TOTAL COST	NOTES
Netcom	X		X			Ryan Ursem	ShoreTel	\$45,891.93	\$11,264.00	\$0.00	\$57,155.93	Accepted
Netcom	X		X			John Gillespie	Toshiba	\$46,254.10	\$1,659.44	\$12,525.28	\$62,438.82	Accepted
Netcom	X		X			Jim Auer	Mitel 3300	\$49,795.01	\$6,050.00	\$11,622.48	\$67,467.49	Accepted
Misrltech	X		X			Russ Goedner	Mitel 3300	\$39,855.00	\$13,884.54	\$18,080.00	\$70,829.54	Accepted
TTX	X		X			Ryan Bir	Avaya IP 500	\$53,082.96	\$19,209.60	\$0.00	\$72,292.56	Accepted
Pro On Call	X		X			Samuel Daulton	NEC	\$77,100.00			\$77,100.00	Accepted
Warwick	X		X			Jerry Bell	Avaya	\$17,250.00	\$2,100.00	\$4,500.00	\$23,850.00	Accepted
DVS	X		X			John Gillespie	ShoreTel	\$2,866.00	\$2,100.00		\$4,966.00	Accepted
Lakelec	X		X			Harold	Mitel 3300	\$3,720.00	\$3,720.00		\$7,440.00	Accepted
Netcom	X		X			John Gillespie	Avaya					Accepted
Pro On Call	X		X			Samuel Daulton	NEC					Accepted
ECS	X		X			John Gillespie	ShoreTel					Accepted
DVS	X		X			Samuel Daulton	Avaya					Accepted
Interactive Connect	X		X			Samuel Daulton	Avaya					Accepted
WOW	X		X			Samuel Daulton	Avaya					Accepted

FINANCE COMMITTEE – SERVICES, UTILITIES AND EQUIPMENT COMMITTEE
JOINT MEETING
held June 30, 2016
6:30 p.m. Conference Room

Present: Councilman Dwight Clark, Chair, Finance Committee
Councilman Tom Henderson
Councilman Dave Tadych

Councilman Dave Tadych, Chair, Services, Utilities
and Equipment Committee
Councilman Marty Mace
Councilwoman Karen Lieske – Excused for vacation

Finance Director Mahoney

Also Present: Finance Director Renee Mahoney, Assistant Finance Director Ruth
Popovich, Jeff Hartman, Consultant, Kris Oswald, Bailey
Communications

Audience: Lydia DeGeorge

The meeting was called to order at 6:30 p.m. on Thursday, June 30, 2016.

Network Update

Kris Oswald, representing Bailey Communications, the City of Bay Village Information Technology support, addressed the committee members present. Mr. Oswald stated that the current state of the network is that it has all non-Power over Ethernet (POE) switches, with the exception of one at City Hall. The POE switches provides power to the phone system through the internet connections. The switches at city hall need to be replaced with POE switches so that the phone system can be powered off the network. The other side of that is that the existing network that the City has now is coming to the end of its support. It has been in place now for nine to ten years. The existing equipment would be switched out to replace it with POE switches so that the phones can be powered and also to help the back-ups and support the voice network. Instead of one gig uplink between City Hall and the Fire Department, and going to the Police Department, which is where all the servers are, it is going to increase that by ten times to ten gig, allowing back-ups to run quicker, faster communication on the network between servers and clients. Mr. Oswald put together two different solutions. The first is a Cisco solution, and the other is a Hewlett Packard (HP) solution, the two most prevalent technologies. (Exhibit A attached). Mr. Oswald recommends the Cisco solution, noting that although it is more expensive, the system has more features than the HP solution that are valuable in troubleshooting network problems, either on-site or remote. The other advantage to having Cisco is that the Bailey Communications, Inc. office keeps an inventory of spare Cisco equipment. Mr. Oswald

Minutes of a Meeting of Finance Committee
June 30, 2016

explained that the old telephone system is basically a mechanical device, and the new system is a computerized system. Estimated life of the new technology is ten years.

Mr. Oswald noted that in addition to the network system supporting the telephones, it will allow for the installation and support of security cameras throughout various buildings in the City. Mr. Jeff Hartman, of Hartman and Associates, who has been contracted by Finance Director Mahoney on behalf of the City as a consultant for purchase of a new phone system, advised that the new system will also support door alarms, and anything that would ever be put into the building with the POE technology.

Ms. Popovich stated that both Cisco and HP are state purchasing contractors through Bailey Communications, who is a state purchasing vendor. Life-time warranties accompany the equipment. As soon as the equipment reaches end of life, a date which is determined by Cisco, it will no longer be supported. Mr. Oswald reiterated that spare equipment is kept in the Bailey Communications office to keep things going until replacement equipment is received.

Mr. Tadych questioned the number of ports included in the system. There are 48 ports located in six buildings: City Hall, Police, Fire, Service Garage, Dwyer Memorial Center and the Family Aquatic Center. The Community House can be easily added later.

Mr. Mace asked what the weak link in the system is with the upgrade in the network. Mr. Oswald stated that the weak link would be either of the three: City Hall, Police Department, or Fire Department. The internet comes in at City Hall but the fire wall is located at the Police Department. The fiber path goes from City Hall to the Fire Station, to the Police Station. Mr. Mace asked if the system went down would it be detrimental to anything that would happen to the phone system. Mr. Oswald stated that it would depend on the phone system. Some have a survivor capability that can process calls locally without the server in a low functionality state. Mr. Hartman added that using the internal fiber they can make the phone system survivable at any point wanted; it is just a matter of dollars. He would recommend a dual node system so that if a link happens to be dropped, that phone authenticates to another server automatically and instantly without the call ever being dropped and without anybody ever knowing because they are running the same information at the same time.

Mr. Tadych stated that he has been told that during a rain storm the Service Department loses their phone service and they have to reboot their routers. Will that be corrected with this new system? Mr. Hartman stated that it will go away. The only reason a network would go down is if there is no generator at the location. Mr. Oswald stated that if the Service Department wants 100% reliable power at the Service Garage, they will need a generator.

New Telephone System

Mr. Jeff Hartman advised the committees of his background and qualifications. He stated that he does business management consulting and project management consulting in the technology arena. His goal is 100% focused to obtain the best possible, and most cost effective solution for the City of Bay Village. He is managing this project from the standpoint of first finding out what the City of Bay Village currently has, and what they need. Needs assessments were done with

Joan Kemper

From: Lorree Lewis
Sent: Friday, October 07, 2016 8:29 AM
To: Joan Kemper
Subject: FW: Medical Marijuana / Environment, Safety and Community Services
Attachments: Amending 513 01 definitions marihuana 10-7-16.docx

I should have copied you on this. Sorry about that.

From: Lorree Lewis
Sent: Friday, October 07, 2016 8:28 AM
To: Paul Koomar
Cc: Gary Ebert
Subject: Medical Marijuana / Environment, Safety and Community Services

Paul,

I have changed couple of things in the amended 513.01 which is attached here with the revisions

- The definition of “medical marihuana” was amended slightly so that it has the same meaning of “medical marijuana” under R.C. 3796.01(A)(2) – this is because the ORC section spells medical marijuana with a “j” instead of an “h.” That is just for clarity’s sake.
- Deleted defining “person” in 513.01(uu) may cause problems in Chapter 513. Amending that definition for the entirety of Chapter 513 may have unintentional consequences.

SENT ON BEHALF OF GARY A. EBERT

Lorree Lewis
Assistant to Gary Ebert, Law Director
City of Bay Village Law Department
440-899-3412

ORDINANCE NO.
INTRODUCED BY:

AN ORDINANCE
AMENDING CODIFIED ORDINANCE 513.01 REGARDING
DRUG ABUSE CONTROL/DEFINITIONS,
AND DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the City of Bay Village, Ohio:

SECTION 1. That Codified Ordinance Section 1373.01 which presently reads as follows:

513.01 DEFINITIONS.

As used in this chapter, certain terms are defined as follows:

- (a) "Administer" means the direct application of a drug, whether by injection, inhalation, ingestion or any other means to a person or an animal.
- (b) "Controlled substance" means a drug, compound, mixture, preparation or substance included in Schedule I, II, III, IV, or V.
- (c) "Dispense" means sell, leave with, give away, dispose of or deliver.
- (d) "Distribute" means to deal in, ship, transport or deliver but does not include administering or dispensing a drug.
- (e) "Hypodermic" means a hypodermic syringe or needle, or other instrument or device for the injection of medication.
- (f) "Manufacturer" means a person who manufactures a controlled substance as "manufacture" is defined in Ohio R.C. 3715.01.
- (g) Except as provided in subsection (g)(2) hereof:
 - (1) "~~Marihuana~~Marijuana" means all parts of a plant of the genus cannabis, whether growing or not, the seeds of a plant of that type; the resin extracted from a part of a plant of that type; and every compound, manufacture, salt, derivative, mixture or preparation of a plant of that type or of its seeds or resin. "~~Marihuana~~Marijuana" does not include the mature stalks of the plant, fiber produced from the stalks, oils or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from the mature stalks, fiber, oil or cake, or the sterilized seed of the plant that is incapable of germination. (ORC 3719.01)
 - (2) "~~Marihuana~~Marijuana" does not include hashish. (ORC 2925.01)
- (h) "Controlled substance analog" has the same meaning as provided in Ohio R.C. 3719.01.
- (i) "Official written order" means an order written on a form provided for that purpose by the Director of the United States Drug Enforcement Administration, under any laws of the United States making provision for the order, if the order forms are authorized and required by Federal law.
- (j) "Pharmacist" means a person licensed under Ohio R.C. Chapter 4729 to engage in the practice of pharmacy.

hallucinogen other than tetrahydrocannabinol, or lysergic acid amide, or a Schedule I stimulant or depressant;

D. An amount equal to or exceeding twenty grams or five times the maximum daily dose in the usual dose range specified in a standard pharmaceutical reference manual of a compound, mixture, preparation or substance that is or contains any amount of a Schedule II opiate or opium derivative;

E. An amount equal to or exceeding five grams or ten unit doses of a compound, mixture, preparation or substance that is or contains any amount of phencyclidine;

F. An amount equal to or exceeding 120 grams or thirty times the maximum daily dose in the usual dose range specified in a standard pharmaceutical reference manual of a compound, mixture, preparation or substance that is or contains any amount of a Schedule II stimulant that is in a final dosage form manufactured by a person authorized by the Federal Food, Drug, and Cosmetic Act, 52 Stat. 1040 (1938), 21 U.S.C.A. 301, as amended, and the Federal Drug Abuse Control laws as defined in Ohio R.C. 3719.01, that is or contains any amount of a Schedule II depressant substance or a Schedule II hallucinogenic substance;

G. An amount equal to or exceeding three grams of a compound, mixture, preparation or substance that is or contains any amount of a Schedule II stimulant, or any of its salts or isomers, that is not in a final dosage form manufactured by a person authorized by the Federal Food, Drug, and Cosmetic Act and the Federal Drug Abuse Control laws;

(2) An amount equal to or exceeding one hundred twenty grams or thirty times the maximum daily dose in the usual dose range specified in a standard pharmaceutical reference manual of a compound, mixture, preparation, or substance that is or contains any amount of a Schedule III or IV substance other than an anabolic steroid or a Schedule III opiate or opium derivative;

(3) An amount equal to or exceeding twenty grams or five times the maximum daily dose in the usual dose range specified in a standard pharmaceutical reference manual of a compound, mixture, preparation, or substance that is or contains any amount of a Schedule III opiate or opium derivative;

(4) An amount equal to or exceeding 250 milliliters or 250 grams of a compound, mixture, preparation or substance that is or contains any amount of a Schedule V substance.

(5) An amount equal to or exceeding 200 solid dosage units, sixteen grams or sixteen milliliters of a compound, mixture, preparation or substance that is or contains any amount of a Schedule III anabolic steroid.

(t) "Unit dose" means an amount or unit of a compound, mixture or preparation containing a controlled substance, that is separately identifiable and in a form that indicates that it is the amount or unit by which the controlled substance is separately administered to or taken by an individual.

(u) "Cultivate" includes planting, watering, fertilizing or tilling.

(v) "Drug abuse offense" means any of the following:

(1) A violation of Ohio R.C. 2925.02, 2925.03, 2925.04 to 2925.06, 2925.11, 2925.12, 2925.13, 2925.22, 2925.23, 2925.24, 2925.31, 2925.32, 2925.36 or 2925.37; or a violation of Ohio R.C. 2913.02(A) that constitutes theft of drugs;

(2) A violation of an existing or former law of this or any other state or of the United States, that is substantially equivalent to any section listed in subsection (v)(1) hereof;

(2) Any other parcel of real property that is owned or leased by a board of education of a school, any community school established under Ohio R.C. Chapter 3314, or the governing body of a nonpublic school for which the State Board of Education prescribes minimum standards under Ohio R.C. 3301.07 and on which some of the instruction, extracurricular activities or training of the school is conducted, whether or not any instruction, extracurricular activities or training provided by the school is being conducted on the parcel of real property at the time a criminal offense is committed.

(ff) "School building" means any building in which any of the instruction, extracurricular activities or training provided by a school is conducted, whether or not any instruction, extracurricular activities or training provided by the school is being conducted in the school building at the time a criminal offense is committed.

(gg) "Counterfeit controlled substance" means:

(1) Any drug that bears, or whose container or label bears, a trademark, trade name or other identifying mark used without authorization of the owner of rights to that trademark, trade name or identifying mark; or

(2) Any unmarked or unlabeled substance that is represented to be a controlled substance manufactured, processed, packed or distributed by a person other than the person that manufactured, processed, packed or distributed it; or

(3) Any substance that is represented to be a controlled substance but is not a controlled substance or is a different controlled substance; or

(4) Any substance other than a controlled substance that a reasonable person would believe to be a controlled substance because of its similarity in shape, size and color, or its marking, labeling, packaging, distribution or the price for which it is sold or offered for sale.

(hh) An offense is "committed in the vicinity of a school" if the offender commits the offense on school premises, in a school building, or within one thousand feet of the boundaries of any school premises, regardless of whether the offender knows the offense is being committed on school premises, in a school building, or within one thousand feet of the boundaries of any school premises.

(ii) An offense is "committed in the vicinity of a juvenile" if the offender commits the offense within one hundred feet of a juvenile or within the view of a juvenile, regardless of whether the offender knows the age of the juvenile, whether the offender knows the offense is being committed within one hundred feet of or within view of the juvenile, or whether the juvenile actually views the commission of the offense.

(jj) "Hashish" means the resin or a preparation of the resin contained in [marihuana](#) [marijuana](#), whether in solid form or in a liquid concentrate, liquid extract, or liquid distillate form.

(kk) "Public premises" means any hotel, restaurant, tavern, store, arena, hall, or other place of public accommodation, business, amusement, or resort.

(ll) "Methamphetamine" means methamphetamine, any salt, isomer, or salt of an isomer of methamphetamine, or any compound, mixture, preparation, or substance containing methamphetamine or any salt, isomer or salt of an isomer of methamphetamine.

(mm) "Lawful prescription" means a prescription that is issued for a legitimate medical purpose by a licensed health professional authorized to prescribe drugs, that is not altered or forged, and that was not obtained by means of deception or by the commission of any theft offense.

(o) "Schedule I", "Schedule II", "Schedule III", "Schedule IV" and "Schedule V" mean controlled substance Schedules I, II, III, IV, and V respectively, established pursuant to Ohio R.C. 3719.41, as amended pursuant to Ohio R.C. 3719.43 or 3719.44.

(p) "Wholesaler" means a person who, on official written orders other than prescriptions, supplies controlled substances that the person has not manufactured, produced or prepared personally and includes a "wholesale distributor of dangerous drugs" as defined in Ohio R.C. 4729.01.

(ORC 3719.01)

(q) "Drug of abuse" means any controlled substance as defined in subsection (b) hereof, any harmful intoxicant as defined in subsection (x) hereof and any dangerous drug as defined in subsection (r) hereof.

(ORC 3719.011)

(r) "Dangerous drug" means any of the following:

(1) Any drug to which either of the following applies:

A. Under the "Federal Food, Drug, and Cosmetic Act", 52 Stat. 1040 (1938), 21 U.S.C.A. 301, as amended, the drug is required to bear a label containing the legend "Caution: Federal law prohibits dispensing without prescription" or "Caution: Federal law restricts this drug to use by or on the order of a licensed veterinarian" or any similar restrictive statement, or the drug may be dispensed only upon a prescription;

B. Under Ohio R.C. Chapter 3715 or 3719, the drug may be dispensed only upon a prescription.

(2) Any drug that contains a Schedule V narcotic drug and that is exempt from Ohio R.C. Chapter 3719 or to which that chapter does not apply;

(3) Any drug intended for administration by injection into the human body other than through a natural orifice of the human body. (ORC 4729.02)

(s) "Bulk amount" of a controlled substance means any of the following:

(1) For any compound, mixture, preparation, or substance included in Schedule I, Schedule II or Schedule III, with the exception of controlled substance analogs, ~~marihuana~~marijuana, cocaine, L.S.D., heroin, and hashish and except as provided in subsection (s)(2) or (5) hereof, whichever of the following is applicable:

A. An amount equal to or exceeding ten grams or twenty-five unit doses of a compound, mixture, preparation or substance that is or contains any amount of a Schedule I opiate or opium derivative;

B. An amount equal to or exceeding ten grams of a compound, mixture, preparation or substance that is or contains any amount of raw or gum opium;

C. An amount equal to or exceeding thirty grams or ten unit doses of a compound, mixture, preparation or substance that is or contains any amount of a Schedule I hallucinogen other than tetrahydrocannabinol, or lysergic acid amide, or a Schedule I stimulant or depressant;

D. An amount equal to or exceeding twenty grams or five times the maximum daily dose in the usual dose range specified in a standard pharmaceutical reference manual of a compound, mixture, preparation or substance that is or contains any amount of a Schedule II opiate or opium derivative;

E. An amount equal to or exceeding five grams or ten unit doses of a compound, mixture, preparation or substance that is or contains any amount of phencyclidine;

(x) "Harmful intoxicant" does not include beer or intoxicating liquor, but means any of the following:

(1) Any compound, mixture, preparation or substance the gas, fumes or vapor of which when inhaled can induce intoxication, excitement, giddiness, irrational behavior, depression, stupefaction, paralysis, unconsciousness, asphyxiation or other harmful physiological effects, and includes, but is not limited to, any of the following:

A. Any volatile organic solvent, plastic cement, model cement, fingernail polish remover, lacquer thinner, cleaning fluid, gasoline, or other preparation containing a volatile organic solvent;

B. Any aerosol propellant;

C. Any fluorocarbon refrigerant;

D. Any anesthetic gas.

(2) Gamma Butyrolactone;

(3) 1,4 Butanediol.

(y) "Manufacture" means to plant, cultivate, harvest, process, make, prepare or otherwise engage in any part of the production of a drug by propagation, extraction, chemical synthesis or compounding, or any combination of the same, and includes packaging, repackaging, labeling and other activities incident to production.

(z) "Possess" or "possession" means having control over a thing or substance but may not be inferred solely from mere access to the thing or substance through ownership or occupation of the premises upon which the thing or substance is found.

(aa) "Sample drug" means a drug or pharmaceutical preparation that would be hazardous to health or safety if used without the supervision of a licensed health professional authorized to prescribe drugs, or a drug of abuse, and that, at one time, had been placed in a container plainly marked as a sample by a manufacturer.

(bb) "Standard pharmaceutical reference manual" means the current edition, with cumulative changes if any, of references that are approved by the State Board of Pharmacy.

(cc) "Juvenile" means a person under eighteen years of age.

(dd) "School" means any school operated by a board of education, any community school established under Ohio R.C. Chapter 3314, or any nonpublic school for which the State Board of Education prescribes minimum standards under Ohio R.C. 3301.07, whether or not any instruction, extracurricular activities or training provided by the school is being conducted at the time a criminal offense is committed.

(ee) "School premises" means either of the following:

(1) The parcel of real property on which any school is situated, whether or not any instruction, extracurricular activities or training provided by the school is being conducted on the premises at the time a criminal offense is committed;

(2) Any other parcel of real property that is owned or leased by a board of education of a school, any community school established under Ohio R.C. Chapter 3314, or the governing body of a nonpublic school for which the State Board of Education prescribes minimum standards under Ohio R.C. 3301.07 and on which some of the instruction, extracurricular activities or training of the school is conducted, whether or not any instruction, extracurricular activities or training provided by the school is being conducted on the parcel of real property at the time a criminal offense is committed.

(ff) "School building" means any building in which any of the instruction, extracurricular activities or training provided by a school is conducted, whether or not any

(rr) "Processing" means any activity involving the extraction of medical marihuanamarijuana into a form described in Section 3796.06 of the Ohio Revised Code, including without limitation the creation of medical marihuanamarijuana extracts, oils, tinctures, edibles, patches, or any other product containing tetrahydrocannabinol or cannabidiol;

(ss) "Processing facility" means a person that engages in the processing of medical marihuanamarijuana and that is licensed by the Department of Commerce pursuant to Section 3796.09 of the Ohio Revised Code.

(tt) "Dispensary" means a person that dispenses, transfers, or sells medical marihuanamarijuana and that is licensed by the Ohio State Board of Pharmacy pursuant to Section 3796.10 of the Ohio Revised Code.

~~(uu) "Person" means any individual, partnership of any kind, corporation, limited liability company, association, joint venture, or other organization or entity, however formed.~~

and present Section 513.01 is hereby repealed.

SECTION 2. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.

SECTION 3. That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, wherefore this ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED:

PRESIDENT OF COUNCIL

CLERK OF COUNCIL

APPROVED:

MAYOR

9-1-16 LL

CUYAHOGA COUNTY BOARD OF HEALTH

YOUR TRUSTED SOURCE FOR PUBLIC HEALTH INFORMATION

September 27, 2016

Mayor Deborah L. Sutherland
City of Bay Village
350 Dover Center Rd
Bay Village, OH 44140

Re: *REVISED 2017 Contract for Public Health Services*

Dear Mayor Sutherland:

Enclosed please find the **REVISED** 2017 contract for public health services provided by the Cuyahoga County Board of Health (CCBH).

Chapter 3709 of the Ohio Revised Code stipulates that each city in the State of Ohio "...must provide health services either through a city health district or by a valid contract or union with the county health district or an adjacent city health district." The Director of the Ohio Department of Health certifies this provision of health services annually. To remain certified, the contract needs to be approved by your Council and returned to the Cuyahoga County Board of Health by December 31, 2016.

The Board of Health public health service contracts our based on a per capita population rate. For the last three years (2014, 2015, and 2016) our per capita rate remained the same, at \$3.92. **For 2017 our per capita rate will be \$4.12 per capita, which is a 5% increase.** This contract represents your total cost for public health services and stills stands among the lowest rates among health districts in the State of Ohio.

We have always worked diligently to diversify our funding streams to meet the public health needs of the community while controlling costs to the cities, villages and townships we serve. Approximately half of our budget is supported by federal, state and local grants and contracts. These additional funding sources substantially increase the scope of our services to the citizens of your community and keep direct costs to our communities down.

The Cuyahoga County Board of Health works with our contract communities on a wide range of public health issues that impact your citizens. Examples of recent activities include the following:

We convene a countywide taskforce that is working to address the alarming rise in the misuse of opiate prescription drugs and the corresponding and alarming rise in overdoses and deaths related to prescription opiates, heroin, fentanyl and recently

5550 Venture Drive ♦ Parma, Ohio 44130

Direct: 216-201-2000 ♦ Fax: 216-676-1311 ♦ TTY: 216-676-1313 ♦ www.ccbh.net

Terrence M. Allan, R.S., M.P.H. Health Commissioner

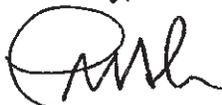
carfentanyl (<http://opiatecollaborative.cuyahogacounty.us>). Through this work, we have coordinated the distribution of the naloxone overdose reversal drug to police departments in almost 50 Cuyahoga County communities and work to educate families, community providers, safety forces, students and administrators in academic settings.

Our work also focuses on a range of existing and emerging public health issues including school age childhood vaccinations and boosters; novel influenza and annual pneumonia vaccinations; educating the public on Zika virus and other mosquito-borne illnesses; and responding to and mitigating the proliferation of bed bug-related complaints in residential, business and institutional settings. On the clinical front, we provide safety net services for underinsured and uninsured clients as these roles are evolving in the context of the Affordable Care Act (ACA). Public health emergency preparedness and response continues to be an important responsibility in support in our communities.

Our five year strategic plan (2016-20) is designed to best position the agency to lead with our talented workforce, capitalize on new technology, build essential communication and community engagement capacity, address priority health problems and attain national public health accreditation (<http://www.ccbh.net/strategic-planning/>). These efforts are supported by the guiding principles of health equity, where all people have the opportunity to attain their full health potential, regardless of their race, income or other social determinants of health. Two issues featured in the plan include linking clinical medicine and public health to address chronic diseases like asthma, obesity and diabetes and reducing infant mortality. Both of these priorities are tied to a statewide health improvement strategy.

Please contact me if you have any questions concerning the 2017 contract, or if you would like us to come to your city to present our contract to your administration or council.

Sincerely,



Terry Allan, RS, MPH
Health Commissioner

5550 Venture Drive ♦ Parma, Ohio 44130

Direct: 216-201-2000 ♦ Fax: 216-676-1311 ♦ TTY: 216-676-1313 ♦ www.ccbh.net

Terrence M. Allan, R.S., M.P.H. Health Commissioner

CONTRACT FOR PUBLIC HEALTH SERVICES
(City with a General Health District - Authority--Sec.3709.08 O.R.C.)

WHEREAS, the District Advisory Council of the Cuyahoga County, Ohio, General Health District, at a meeting held March 21, 2016, by a majority vote of members representing the townships and villages did vote affirmatively on the question of providing public health services to the **City of Bay Village**, Ohio, and did authorize the Chairman of the District Advisory Council to enter into a contract with the Mayor of **Bay Village**, Ohio, for providing public health services therein; and

WHEREAS, the Council of the **City of Bay Village**, at a Council meeting held _____, by majority vote of all members did vote affirmatively on the question of contracting with the District Advisory Council of the Cuyahoga County General Health District for providing public health services to the **City of Bay Village** and did authorize the Mayor to enter into a contract with the Chairman of the District Advisory Council of the Cuyahoga County General Health District to provide public health services.

NOW, THEREFORE, pursuant to such authority, David Smith on behalf of the District Advisory Council of the Cuyahoga County General Health District and Deborah L. Sutherland on behalf of the **City of Bay Village** do agree as follows:

The General Health District of Cuyahoga County, Ohio, hereby agrees to provide health services for the **City of Bay Village** for the year 2017. These health services will be provided by the District Board of Health of Cuyahoga County and will include all necessary medical, nursing, sanitary, laboratory and such other health services as are required by the Statutes of the State of Ohio. Air pollution enforcement services, as described in Chapter 3704 of the Ohio Revised Code, will be conducted through the designated agent, the Cleveland Division of Air Pollution Control. This authorization is contingent upon renewal of the contract between the Ohio EPA and the City of Cleveland and satisfactory performance of the contract terms and conditions regarding air pollution control in Cuyahoga County. The Board of Health reserves the right to alter, modify or amend this contract provision with notice to the City.

The **City of Bay Village** hereby agrees, in return for the health services which will be provided by the District Board of Health of Cuyahoga County for the year 2017, to pay to the Cuyahoga County General Health District the sum of Sixty Four Thousand Four Hundred Eighty Two Dollars (\$64,482.00). This sum of Sixty Four Thousand Four Hundred Eighty Two Dollars (\$64,482.00) the **City of Bay Village** hereby directs the Fiscal Officer of Cuyahoga County to place to the credit of the District Health Fund of Cuyahoga County, and the Fiscal Office of Cuyahoga County is hereby authorized to deduct said sum of Sixty Four Thousand Four Hundred Eighty Two Dollars (\$64,482.00) in equal semi-annual installments of Thirty Two Thousand Two Hundred Forty One Dollars (\$32,241.00) from the regular tax settlement to be made for said city for the year 2017. This contract shall be in full force and effect from January 1, 2017 through December 31, 2017.

This agency is an equal provider of services and an equal employment opportunity employer-Civil Rights Act 1964

IN WITNESS WHEREOF, we hereunder subscribe our names.

City of Bay Village

Cuyahoga County General Health District

By _____
Mayor

By _____
Chairman, District Advisory Council

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(City with a General Health District - Authority--Sec.3709.08 O.R.C.)

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