

CITY OF FAIRVIEW PARK
ORDINANCE NO. 16-30 **AMENDED**
REQUESTED BY: SHAWN LEININGER, DIRECTOR OF PUBLIC SERVICE &
DEVELOPMENT
SPONSORED BY: COUNCILMAN MINEK

AN ORDINANCE AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE AND DEVELOPMENT TO ADVERTISE FOR BIDS AND THE MAYOR TO ENTER INTO A CONTRACT WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER AS DETERMINED BY THE BOARD OF CONTROL FOR MASONRY AND ROOF REPAIRS AT CITY HALL AND DECLARING AN EMERGENCY

WHEREAS, an analysis has been conducted by Construction Resources Incorporated for the City to examine the cause of water leaking into the rear vestibule at City Hall; and,

WHEREAS, such analysis was completed and recommended the extent of masonry and roof repairs required to stop the water leaking; and,

WHEREAS, Construction Resources Incorporated has also prepared the specifications to complete the necessary masonry and roof repairs; and,

WHEREAS, the City of Fairview Park must advertise for bids and enter into an agreement to perform the necessary masonry and roof repair work at City Hall above the rear vestibule and surrounding walls and parapets.

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

SECTION 1. That the Director of Public Service and Development be, and is hereby authorized to advertise for and accept bids for the masonry and roof repair work at City Hall above the rear vestibule and surrounding walls and parapets.

SECTION 2. That the Mayor is hereby authorized to enter into a contract with the lowest responsive and responsible bidder as determined by the Board of Control for the masonry and roof repair work at City Hall above the rear vestibule and surrounding walls and parapets.

SECTION 3. That the funds for said project shall be taken from the ~~Municipal Lands and Buildings Fund (7750)~~ **Permanent Improvement Fund (260)** and shall not exceed Sixty-Five Thousand Dollars (\$65,000.00).

SECTION 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 5. That this ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety and welfare; and for the further reason that the repairs should be completed as soon as weather permits, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it take effect and be in force from and after the earliest period allowed by law.

PASSED: 10.03.16
APPROVED: 10.04.16

1st reading: 08.08.16
2nd reading: 09.19.16
3rd reading: 10.03.16

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK
ORDINANCE NO. 16-22
REQUESTED BY: MAYOR EILEEN ANN PATTON
SPONSORED BY: COUNCILWOMAN CLEARY
CO-SPONSORED BY: COUNCILMAN HINKEL

AN ORDINANCE AMENDING SECTION 351.19 OF THE CODIFIED ORDINANCES
OF THE CITY OF FAIRVIEW PARK AND DECLARING AN EMERGENCY

WHEREAS, Section 351.19 of the Codified Ordinance of the City of Fairview Park is in need of amendments to waiver fee for automobile parking violations.

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

SECTION 1. That Section 351.19 of the Codified Ordinance of the City of Fairview Park shall be amended as follows:

351.19 WAIVER.

(a) Except as otherwise provided in this section, any person who has received notice to appear and answer to, for violating any provision of this chapter shall upon filing personally with the Chief of Police or his designee a written plea of guilty, commonly known as a waiver, within twenty-four hours after such notification, Sundays or legal holidays excepted, may for such offense pay a fine of fifteen ~~ten~~ dollars (\$15 ~~10~~.00) without costs, or within forty-eight hours after such notification, Sundays and legal holidays excepted, may for such offense pay a fine of twenty-five ~~twenty~~ dollars (\$25 ~~20~~.00) without costs, or within seventy-two hours after such notification, Sundays and legal holidays excepted, may for such offense pay a fine of fifty ~~forty~~ dollars (\$50 ~~40~~.00) without costs.

(b) Any person who has received notice to appear and answer to, for violating Section 351.03(a)(4) or (17) shall upon filing personally with the Chief of Police or his designee a written plea of guilty, commonly known as a waiver, within twenty-four hours after such notification, Sundays or legal holidays excepted, may for such offense pay a fine of twenty-five ~~twenty~~ dollars (\$25 ~~20~~.00) without costs, or within forty-eight hours after such notification, Sundays and legal holidays excepted, may for such offense pay a fine of fifty ~~forty~~ dollars (\$50 ~~40~~.00) without costs, or within seventy-two hours after such notification, Sundays and legal holidays excepted, may for such offense pay a fine of seventy-five ~~sixty~~ dollars (\$75 ~~60~~.00) without costs.

(c) Any person who has received notice to appear and answer to a violation of Section 351.04(f) shall upon filing personally with the Chief of Police or his designee a written plea of guilty, commonly known as a waiver, within twenty-four hours after such notification, Sundays or legal holidays excepted, may for such offense pay a fine of fifty ~~forty~~ dollars (\$50 ~~40~~.00) without costs, or within forty-eight hours after such notification, Sundays and legal holidays excepted, may for such offense pay a fine of seventy-five ~~sixty~~ dollars (\$75 ~~60~~.00) without costs, or within seventy-two hours after such notification, Sundays and legal holidays excepted, may for such offense pay a fine of one hundred ~~eighty~~ dollars (\$100 ~~80~~.00) without costs.

(d) Upon the failure of any person to appear and make such plea and deposit the necessary funds as provided in subsections (a), (b) or (c) hereof, within the maximum period designated to appear and answer to a violation of this chapter, a warrant may be issued for the arrest of the offender, and upon conviction of the offense such person shall be subject to the penalty provided in Section 303.99(a)(1).

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and provide for immediate implementation of the ordinance and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 10.03.16
APPROVED: 10.04.16

1st reading: 06.20.16
2nd reading: 09.19.16
3rd reading: 10.03.16

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK
ORDINANCE NO. 16-24 **AMENDED**
REQUESTED BY: SHAWN LEININGER, DIRECTOR OF PUBLIC SERVICE &
DEVELOPMENT
SPONSORED BY: COUNCILWOMAN CLEARY
CO-SPONSORED BY: COUNCILMAN MINEK

AN ORDINANCE AUTHORIZING THE MAYOR AND DIRECTOR OF PUBLIC SERVICE AND DEVELOPMENT TO ENTER INTO AN AGREEMENT WITH CUYAHOGA COUNTY DEPARTMENT OF PUBLIC WORKS FOR STORM AND SANITARY SEWER SERVICES.

WHEREAS, the City of Fairview Park owns and operates certain sanitary and storm sewers, catch basins, manholes, culverts and storm water detention and retention basins located in the public right-of-way and in or along easements (hereafter referred to as the “City Sewers”) and any future improvements to the City Sewers or newly-constructed City Sewers may similarly be owned by the City; and

WHEREAS, the City desires to retain Cuyahoga County Department of Public Works (CCDPW) to perform certain services relative to the City Sewers, as determined from time-to-time, to further advance the City’s sanitary and storm sewer maintenance program; and

WHEREAS, the Mayor and Director of Public Service and Development request authorization to enter into an agreement with the CCDPW to perform storm and sanitary sewer cleaning, televising services and other sewer work as necessary within the City of Fairview Park and further described in “Exhibit A”.

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

SECTION 1. That the Mayor and Director of Public Service and Development of the City of Fairview Park are hereby authorized to enter into an agreement with CCDPW to perform storm and sanitary lining, sewer cleaning, televising services and other sewer work as necessary in an amount not to exceed ~~Four Hundred Eighty Five~~ **Two Hundred and Fifty** Thousand Dollars (~~\$485,000~~) **(\$250,000)**.

SECTION 2. That the storm and sanitary sewer lining, cleaning, televising services, and other sewer work as necessary shall be paid from the Sanitary Sewer Fund (510).

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 4. That this ordinance ~~shall take effect and be in force~~ **is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety**

and welfare and provide the City the ability to immediately obtain said services under the Agreement, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 10.03.16
APPROVED: 10.04.16

1st reading: 07.25.16
2nd reading: 09.19.16
3rd reading: 10.03.16

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

**AGREEMENT for
Sanitary & Storm Sewer Maintenance within the
City of Fairview Park, Ohio**

This AGREEMENT is made this ____ day of _____ 2016 (“Effective Date”), by and between **Cuyahoga County, Ohio** (hereinafter referred to as “COUNTY”), pursuant to the authority of Resolution/Ordinance No. _____, passed by Cuyahoga County Council/Board of Control on _____, on behalf of the Cuyahoga County Department of Public Works (hereinafter referred to as “CCDPW”), and the **City of Fairview Park** (hereinafter referred to as “CITY”), a municipal corporation of the State of Ohio, pursuant to the authority of Ordinance No. ____ passed by City Council on _____.

WHEREAS, the entire territory within the limits of CITY is designated as County Sewer District No. 6; and

WHEREAS, CITY is serviced by sanitary and storm sewer systems; and

WHEREAS, CITY owns and operates certain sanitary and storm sewers, catch basins, manholes, culverts and storm water detention and retention basins located in the public right-of-way and in or along easements (the “City Sewers”) and any future improvements to the City Sewers or newly-constructed City Sewers shall similarly be owned by the CITY; and

WHEREAS, CITY desires to retain CCDPW to perform certain services relative to the City Sewers, as determined from time-to-time, to further advance CITY’s sanitary and storm sewer maintenance program as part of County Sewer District No. 6; and

WHEREAS, CITY desires CCDPW to direct bill the CITY for performing said services; and

NOW THEREFORE, it is agreed that in consideration of the covenants and agreements contained herein and the conditions enumerated below, CITY and COUNTY agree as follows:

SECTION I. GENERAL CONDITIONS

- A. This AGREEMENT shall supersede all other agreements heretofore made between COUNTY and CITY relative to the maintenance and repair of the City Sewers.
- B. By entering into this AGREEMENT, CITY agrees on behalf of its respective elected officials, officers, employees, subcontractors, sub-grantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring COUNTY signatures may be executed by electronic means, and that the electronic signatures affixed by COUNTY to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. CITY also agrees to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of COUNTY.
- C. All COUNTY agreements, including this AGREEMENT, are subject to all applicable COUNTY ordinances, including but not limited to, the Cuyahoga County Ethics ordinance and Cuyahoga

County Inspector General Ordinance. CITY agrees that the charter provisions and all ordinances, resolutions, rules and regulations of the COUNTY now or hereafter applicable shall be included in this AGREEMENT for all purposes.

- D. CITY represents and warrants that it is not subject to an “unresolved” finding for recovery under Ohio Revised Code Section 9.24.
- E. This AGREEMENT has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of COUNTY and CITY. The individuals signing on behalf of the parties to this AGREEMENT are authorized to execute this AGREEMENT on behalf of COUNTY and CITY. CITY recognizes and agrees that no public official or employee of COUNTY may be deemed to have apparent authority to bind COUNTY to any contractual obligations not properly authorized pursuant to COUNTY’S Contracting and Purchasing Procedures.

SECTION II. SPECIFIC CONDITIONS

- A. Scope of Services:
 - (1) CCDPW agrees that it shall maintain and repair the City Sewers during the term of this AGREEMENT, and any extensions thereof, in accordance with an annual sewer action plan for maintenance and repair as agreed to by the parties, and as further described herein (“Annual Sewer Action Plan”). The Annual Sewer Action Plan shall reflect the intentions of the parties set forth in the Plan attached to this AGREEMENT and incorporated herein as **Exhibit A**. The Annual Sewer Action Plan shall be completed by CCDPW during the calendar year, unless circumstances beyond its control prevent completion.
 - (2) The services to be provided by CCDPW shall include those services listed on the Hourly Rate sheet attached hereto and incorporated herein as **Exhibit B**, and as further detailed in the Annual Sewer Action Plan. CCDPW shall also be responsible to respond to complaints of sewer backups, breaks and other malfunctions of the City Sewers in a manner further described in paragraph (4) below.
 - (3) CCDPW shall advise the CITY promptly whenever any circumstance, whether beyond its control or not, will prevent the timely completion of the Annual Sewer Action Plan or any other services under this AGREEMENT, and will also advise the CITY at such time or as soon thereafter as possible when the delayed or uncompleted work will be completed.
 - (4) The CITY may request routine or emergency services, in writing, from time to time as set forth in Exhibits A and B. The CITY will provide a reasonable timeframe for completion of such services.
 - i. As to routine services, if CCDPW does not advise the CITY in writing within seven (7) business days after receipt of the written request for services that it will be unable to complete the services in the time requested by the CITY, then it will be presumed that the services will be done in such period. CCDPW may propose an alternative timeframe for completion of the services if it cannot complete the services in the time period requested by the CITY.
 - ii. As to emergency services, the County will respond within two (2) hours of receipt of a written or verbal request for service, except in circumstances of extreme weather or other circumstances beyond its control. In any such circumstances that prevent the response by CCDPW in this time periods,

CCDPW shall advise the CITY verbally or in writing immediately and provide an alternative time for response.

- (5) The CITY shall be responsible for acquiring and paying for any and all permits, easements and rights of entry necessary for the construction, operation, maintenance and repair of City Sewers performed pursuant to the Annual Sewer Action Plan.

B. Term:

- (1) The initial term of this AGREEMENT shall be for the calendar year 2016, beginning on the Effective Date, and expiring on December 31, 2016, unless sooner canceled or terminated as permitted in this AGREEMENT.
- (2) This AGREEMENT shall automatically renew for additional twelve (12) month calendar year terms thereafter, unless either party cancels the AGREEMENT or the AGREEMENT is terminated for cause.

C. Compensation:

- (1) In consideration of the services provided by CCDPW to the CITY set forth in this AGREEMENT, compensation shall be paid by the CITY to the COUNTY as set forth in Exhibit A, at the hourly rates set forth in the Rate Schedule (Exhibit B). The rates and charges in Exhibits A and B shall not be modified during the initial term of the AGREEMENT (2016) following the Effective Date.
- (2) The COUNTY may modify the Rate Schedule for any subsequent twelve month period by providing a new Rate Schedule to the CITY at least 60 days prior to the end of the then current term.
- (3) The COUNTY shall provide detailed invoices to the CITY after completion of services, but no more frequently than monthly. The invoices shall provide a detailed explanation of the work completed, the time for completion, the hourly rate, or if a lump sum is agreed to, the agreed price.
- (4) The total amount to be paid by the CITY to the COUNTY in 2016 under this AGREEMENT shall not exceed ~~xxx,xxx~~ **\$250,000**, unless the CITY agrees in writing to additional compensation. CCDPW is not obligated to provide any services whose cost would cause the total billed for 2016 to exceed the maximum amount stated in this paragraph, unless the CITY has agreed in writing to pay additional compensation.
- (5) The CITY shall pay any invoice within thirty (30) days after receipt, unless the CITY advises the COUNTY of any discrepancy in the invoice. Once any claimed discrepancy is resolved, the CITY shall pay within 30 days thereafter. No interest, fees, or charges shall be added to any invoice.
- (6) The CITY agrees that the Rate Schedule applies only to services performed by the employees of the CCDPW, Sewer Division. All other services performed by parties other than employees of the Sewer Division will be billed for actual costs incurred.

D. Termination and Suspension:

- (1) This AGREEMENT shall remain in full force and effect until terminated by either party to the AGREEMENT upon thirty day (30) written notice. Any notice of termination shall be by certified mail, addressed to the person designated for receipt of notices in this AGREEMENT. Upon termination of the AGREEMENT, the CITY shall pay any and all outstanding expenses relating to the Annual Sewer Action Plan within thirty (30) days of the receipt of an invoice for such services.

(2) If the CITY determines that there is any imminent risk to public safety or property, the CITY may suspend the work of CCDPW immediately upon verbal or written notice, and shall provide a written explanation of the suspension and steps needed to resume work.

E. Liability and Insurance

(1) Each party assumes responsibility for its own acts, omissions, negligence and intentional acts that may cause damage or injury.

(2) COUNTY shall have self-insurance or an insurance policy sufficient to cover the work of CCDPW in the CITY. The CITY shall be named an additional insured on any policy of insurance and provided a certificate of insurance showing such additional insured status.

F. Independent Contractor

The COUNTY shall be considered an independent contractor, and its employees and the employees of CCDPW shall not be considered employees of the CITY.

G. Notices:

Any notices provided under this AGREEMENT shall be provided to the following, unless a party notifies the other party in writing of a change of contact:

(1) For the CITY:

City of Fairview Park
Law Department
20777 Lorain Avenue.
Fairview Park, Ohio 44126

(2) For the COUNTY:

Director of Public Works
Cuyahoga County Department of Public Works
2100 Superior Viaduct
Cleveland, Ohio 44113

H. Ownership and Construction of Sewers

(1) The CITY owns and operates all City Sewers within its municipal limits.

(2) The CITY shall be responsible for the construction, extension or expansion of the City Sewers.

(3) Before the CITY constructs, extends or expands any City Sewers, the plans shall be reviewed and approved by the CITY's Engineer. CCDPW shall review the plans, if requested by the CITY, per the established rate structure. The parties agree that the design for such work will be in accordance with the Uniform Standards for Sewage Improvements dated December 1998 and the County Rules and Regulations dated October 2010, and as such standards, rules and regulations may be hereafter amended.

(4) Except as otherwise provided herein, any construction, extension or expansion of any sanitary and/or storm sewer main lines, catch basins, catch basin laterals, manholes, culverts and storm water detention and retention basins shall be paid for, permitted, performed, and inspected by the CITY. CCDPW shall inspect new work or construction, if requested by the CITY; CCDPW shall invoice the CITY for the costs of such inspection in accordance with the established rate structure.

I. Reports and Meetings:

- (1) CCDPW shall prepare and submit an annual service report for all services performed for the CITY pursuant to this AGREEMENT no later than the end of the first quarter following the end of the COUNTY’s fiscal year. Said annual service report shall include an accounting of revenue collected by CCDPW as well as the charges associated with the services performed by the CCDPW for and on behalf of CITY under this AGREEMENT.
- (3) Upon AGREEMENT of the parties, more frequent reports, such as monthly or quarterly reports, shall be provided.
- (4) Beginning not less than 30 days after the Effective Date, CCDPW and the CITY shall meet to develop the details of the annual sewer maintenance and repair plan for work to be performed by CCDPW under this AGREEMENT (the “Annual Sewer Action Plan”), which Plan shall be based on the Plan attached as Exhibit A to this AGREEMENT. The Annual Sewer Action Plan shall include, but not be limited to, plan review; TV inspection; disposal of materials; cleaning, maintenance and repair of storm and sanitary sewers and appurtenances.
- (5) CCDPW and the CITY will meet periodically, not less than quarterly during each calendar year, or more or less often as the parties may agree in writing hereafter, to review the Annual Sewer Action Plan, to evaluate the services provided thereunder, and to track expenditures for such services.

IN WITNESS WHEREOF, authorized representatives of each party to this AGREEMENT, indicating their party’s approval of the terms herein, have signed as of the dates set forth below.

**COUNTY OF CUYAHOGA
STATE OF OHIO**

By: _____
Armond Budish – County Executive

Date: _____

Approved as to legal form:

Assistant Law Director
Cuyahoga County

CITY OF FAIRVIEW PARK, OHIO

By: _____
Eileen Ann Patton, Mayor

Date: _____

Approved as to legal form:

Director of Law
City of Fairview Park

EXHIBIT A

**2016 ANNUAL SEWER ACTION PLAN
City of Fairview Park and Cuyahoga County**

The City of Fairview Park proposes the following services, at the discretion of the City of Fairview Park, may be performed by the Cuyahoga County Public Works Department:

1. Sewer Lining and Rehabilitation;
2. Sewer Cleaning and Televising and,
3. Other Services Deemed Necessary by the City of Fairview Park

EXHIBIT B

**SANITARY
2016
HOURLY RATES**

	<u>2016 RATE</u>
100 ADMINISTRATIVE	60.00
120 ENGINEERING - GENERAL SANITARY	120.00
124 ENGINEERING - GENERAL STORM	120.00
200 TV INSPECTION - SANITARY SEWERS	300.00
201 TV INSPECTION - STORM SEWERS	300.00
222 JETTING -HOUSE LATERALS	300.00
223 JETTING CATCH BASINS	260.00
225 JETTING - PS/WWTP: TANKS/WELLS	300.00
226 JETTING & VAC SAN	300.00
227 JETTING & VAC STORM	300.00
228 JETTING - OTHER	300.00
300 HOUSE LATERAL MAINTENANCE/LATERAL T.V.	275.00
400 I/I - METERING, SMOKE, DYE, MANHOLE	250.00
404 I/I - OTHER/ OUPS	150.00
406 I/I - METERING MONTHLY RATE - EQUIPMENT	150.00
500 CONSTRUCTION/REPAIR - SANITARY MAIN	390.00
501 CONSTRUCTION/REPAIR - STORM MAIN	390.00
502 CONSTRUCTION/REPAIR/LOCATE - SANITARY LATERAL, M.H, C.B	390.00
503 CONSTRUCTION/REPAIR/LOCATE - STORM LATERAL, M.H., C.B.	390.00
511 CONSTRUCTION/REPAIR - LANDSCAPING	390.00
512 CONSTRUCTION REPAIR - OTHER	390.00
513 CONSTRUCTION REPAIR - PUMPING ACTIVITIES	390.00
514 CONSTRUCTION REPAIR - FORCE MAIN	390.00
700 PS - O&M (1-MAN CREW)	150.00
702 PS - O&M (2-MAN CREW)	220.00
800 WWTP - O&M (1 MAN CREW)	150.00
802 WWTP - O&M (2 MAN CREW)	220.00
900 PERMITS/RECORDS	70.00
901 INSPECTION - GENERAL	70.00
902 INSPECTION - PRIVATE/COMMERCIAL	70.00
903 INSPECTION - HOUSE/V-MEASUREMENTS	70.00
906 INSPECTION - MAIN LINE CONSTRUCTION	70.00
STREET SWEEPING - CITY DISPOSAL	200.00
STREET SWEEPING - COUNTY DISPOSAL	300.00
MATERIAL LUMP SUM - CONSTRUCTION EXTRA ITEMS	COST

2015 SEWER REHABILITATION PROGRAM FOR VARIOUS COUNTY SEWER DISTRICTS FOR A TWO-YEAR PERIOD

Rehab Task #					
ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE BID	Total Amount Bid
NON-PRODUCTION ITEMS					
1	Sewer Cleaned and CCTV Pipe 4"-15" (Pre & Post)	0	LF	\$5.00	\$ -
2	Sewer Cleaned and CCTV Pipe 18"-24" (Pre & Post)	0	LF	\$8.00	\$ -
3	Sewer Cleaned and CCTV Pipe 27"-30" (Pre & Post)	0	LF	\$18.00	\$ -
4	Lining of Sewers 8"	0	LF	\$56.00	\$ -
5	Lining of Sewers 10"	0	LF	\$58.00	\$ -
6	Lining of Sewers 12"	0	LF	\$60.00	\$ -
7	Lining of Sewers 15"	0	LF	\$75.00	\$ -
8	Lining of Sewers 18"	0	LF	\$95.00	\$ -
9	Lining of Sewers 21"	0	LF	\$125.00	\$ -
10	Lining of Sewers 24"	0	LF	\$150.00	\$ -
11	Lining of Sewers 27"- 30"	0	LF	\$175.00	\$ -
12	Lateral Reinstatements - All Sizes	0	EA	\$250.00	\$ -
13	Pipepatch CIP Point Repair for Pipe 6" - 12" (48" Lengths)	0	EA	\$4,266.00	\$ -
14	Pipepatch CIP Point Repair for Pipe 15" - 24" (48" Lengths)	0	EA	\$5,940.00	\$ -
PRODUCTION ITEMS					
15	Sewer Cleaned and CCTV Pipe 4"-15" (Pre & Post)	0	LF	\$3.00	\$ -
16	Sewer Cleaned and CCTV Pipe 18"-24" (Pre & Post)	0	LF	\$5.00	\$ -
17	Sewer Cleaned and CCTV Pipe 27"-42" (Pre & Post)	0	LF	\$12.00	\$ -
18	Sewer Cleaned and CCTV Pipe 48" - 54" (Pre & Post)	0	LF	\$18.00	\$ -
19	Lining of Sewers 8"	0	LF	\$31.00	\$ -
20	Lining of Sewers 10"	0	LF	\$32.00	\$ -
21	Lining of Sewers 12"	0	LF	\$34.00	\$ -
22	Lining of Sewers 15"	0	LF	\$53.00	\$ -
23	Lining of Sewers 18"	0	LF	\$76.00	\$ -
24	Lining of Sewers 21"	0	LF	\$88.00	\$ -
25	Lining of Sewers 24"	0	LF	\$100.00	\$ -
26	Lining of Sewers 27"-30"	0	LF	\$165.00	\$ -
27	Lining of Sewers 36" - 48"	0	LF	\$220.00	\$ -
28	Lateral Reinstatements - All Sizes	0	EA	\$150.00	\$ -
29	Lateral Lining 4"-6" Dia. for a 8"-12" mainline (1 - 5 Laterals)	0	LF	\$540.00	\$ -
30	Lateral Lining 4"-6" Dia. for a 15"-18" mainline (1 - 5 Laterals)	0	LF	\$810.00	\$ -
31	Lateral Lining 4"-6" Dia. for a 21"-24" mainline (1 - 5 Laterals)	0	LF	\$945.00	\$ -
32	Installation of Test Tee	0	EA	\$1,944.00	\$ -
33	Lateral Lining 4"-6" Dia. for a 8"-12" mainline (Greater than 5 Laterals)	0	LF	\$540.00	\$ -
34	Lateral Lining 4"-6" Dia. for a 15"-18" mainline (Greater than 5 Laterals)	0	LF	\$810.00	\$ -
35	Lateral Lining 4"-6" Dia. for a 21"-24" mainline (Greater than 5 Laterals)	0	LF	\$900.00	\$ -
36	Manhole setup for lateral lining	0	EA	\$1,296.00	\$ -
37	Additional Cost: Lining of Sewers 8"-15" Using Non-Styrene Resin	0	LF	\$16.00	\$ -
38	Additional Cost: Lining of Sewers 18"-24" Using Non-Styrene Resin	0	LF	\$37.00	\$ -
39	Additional Cost: Lining of Sewers 27" and Larger Using Non-Styrene Resin	0	LF	\$40.00	\$ -
40	Manhole Rehabilitation (1 - 5 manholes)	0	VF	\$243.00	\$ -
41	Manhole Rehabilitation (More than 5 manholes)	0	VF	\$216.00	\$ -
42	Pressure Testing & Mechanical Grouting of Pipe Joints for Pipe 6"-12"	0	EA	\$62.64	\$ -
43	Pressure Testing & Mechanical Grouting of Pipe Joints for Pipe 15"-18"	0	EA	\$65.88	\$ -
44	Pressure Testing & Mechanical Grouting of Pipe Joints for Pipe 21"-24"	0	EA	\$78.30	\$ -
45	Pressure Testing & Mechanical Grouting of Pipe Joints for Pipe 27"-42"	0	EA	\$112.86	\$ -
46	Pressure Testing & Mechanical Grouting of Pipe Joints for Pipe 48" - 54"	0	EA	\$187.38	\$ -
47	Chemical Grout Material	0	GAL	\$8.91	\$ -
48	Pipepatch CIP Point Repair for Pipe 6" - 12" (48" Lengths)	0	EA	\$4,266.00	\$ -
49	Pipepatch CIP Point Repair for Pipe 15" - 24" (48" Lengths)	0	EA	\$5,940.00	\$ -
50	Additional Allowance	0	L.S.	\$50,000.00	\$ -
				Total Estimate	\$ -

CITY OF FAIRVIEW PARK
ORDINANCE NO. 16-26
REQUESTED BY: MAYOR EILEEN ANN PATTON
SPONSORED BY: COUNCILWOMAN CLEARY

AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO SELL ONE (1) 2005 HD HARLEY-DAVIDSON MODEL HPI AND DECLARING AN EMERGENCY

WHEREAS, the City owns one 2005 Harley-Davidson motorcycle operated by the Police Department; and,

WHEREAS, the City believes the 2005 Harley-Davidson motorcycle can be sold by requesting proposals for its purchase or by selling it through other means, including auction via the internet.

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

SECTION 1. The Director of Finance is hereby authorized to sell the 2005 Harley-Davidson motorcycle.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and to immediately dispose of old equipment, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 10.03.16
APPROVED: 10.04.16

1st reading: 07.25.16
2nd reading: 09.19.16
3rd reading: 10.03.16

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK
ORDINANCE NO. 16-27 **AMENDED**
REQUESTED BY: MAYOR EILEEN ANN PATTON
SPONSORED BY: COUNCILWOMAN CLEARY

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT TO TRADE IN ONE (1) 1999 ROAD RESCUE AND PURCHASE ONE (1) NEW 2016 FORD F-550 4x4 BRAUN CHIEF XL AMBULANCE FROM PENN CARE, INC., AN AUTHORIZED VENDOR OF THE GENERAL SERVICES ADMINISTRATION FOR THE STATE OF OHIO, AND TO ENTER INTO AN INSTALLMENT CONTRACT WITH REPUBLIC FIRST NATIONAL CORPORATION FOR THE PURCHASE OF THE AMBULANCE AND DECLARING AN EMERGENCY

WHEREAS, the Fire Department is in need of one (1) new 2016 Ford F-550 4x4 Braun Chief XL ambulance for use in maintaining City paramedic services; and

WHEREAS, a new 2016 Ford F-550 4x4 Braun Chief XL ambulance is available by direct purchase from Penn Care, Inc., an authorized vendor of the General Service Administration of the State of Ohio Purchasing Program, at a price not to exceed ~~One Hundred Ninety Six Thousand Four Hundred and Eighty Three Thousand Dollars (\$196,483.00)~~ **Two Hundred and Ten Thousand Dollars (\$210,000.00)**.

WHEREAS, Republic First National Corporation has offered installment terms for the purchase of one (1) new 2016 Ford F-550 4x4 Braun Chief XL ambulance.

WHEREAS, Penn Care, Inc. will take one (1) 1999 ROAD RESCUE, VIN 1FDXE40F3XHB57086, for a credit in the amount of Three Thousand Seven Hundred and Seventy-Five Dollars (\$3,750.00) to reduce the cost of the new ambulance, said equipment being of no further use to the Fire Department.

WHEREAS, the ambulance can be purchased from Penn Care, Inc., an authorized vendor who offers such vehicles at a price determined by the General Services Administration for the State of Ohio.

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

SECTION 1. That the Mayor is hereby authorized to trade-in (1) 1999 Road Rescue to Penn Care, Inc. to reduce the price of the new ambulance.

SECTION 2. That the Mayor is hereby authorized to enter into an installment contract for the purchase of one (1) new 2016 Ford F-550 4x4 Braun Chief XL ambulance for the Fire Department of the City of Fairview Park, Ohio, from Penn Care, Inc., an authorized vendor who offers such equipment to the City at a price determined by the General Services Administration for the State of Ohio, and trade in the vehicle listed above.

SECTION 3. That the Mayor is hereby authorized to enter into an installment contract for the purchase of one (1) new 2016 Ford F-550 4x4 Braun Chief XL ambulance for the Fire Department of the City of Fairview Park, Ohio, with Republic First National Corporation.

SECTION 4: That the cost of the purchase of the ambulance is in an amount not to exceed ~~One Hundred Ninety Six Thousand Four Hundred and Eighty Three Thousand Dollars \$196,483.00~~ **Two Hundred and Ten Thousand Dollars (\$210,000.00)** from the Emergency Medical Service Collections – Vehicle Purchase Fund (781-1130-5256600**200**), ~~to be paid as follows: one (1) down payment of One Hundred Thousand Dollars (\$100,000.00) upon delivery, followed by (4) payments of Twenty Six Thousand Two Hundred Eighty One Dollars and Sixty Five Cents \$26,281.65, payable annually in years 2018 through 2021.~~

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

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare and so that the order for the vehicle may be placed as soon as possible to provide for timely delivery, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force from immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 10.03.16
APPROVED: 10.04.16

1st reading: 07.25.16
2nd reading: 09.19.16
3rd reading: 10.03.16

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK
ORDINANCE NO. 16-28
REQUESTED BY: MAYOR EILEEN ANN PATTON
SPONSORED BY: COUNCILWOMAN CLEARY

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SERVICE AGREEMENT WITH TAC COMPUTER, INC. AND DECLARING AN EMERGENCY

WHEREAS, TAC Computer, Inc. has been the sole provider of computer services to the Fairview Park Police Department including: OLEN (Ohio Law Enforcement Network), CAD Records support, TAC MDT (Mobile Data Terminal) support and provides a direct link with the Rocky River Municipal Court for video arraignments; and

WHEREAS, it is in the best interest of the City of Fairview Park Police Department to continue its association with TAC Computer, Inc.; and

WHEREAS, it is necessary to renew the service agreement with TAC Computer, Inc. for services in 2017.

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

SECTION 1. The Mayor is hereby authorized to enter into a service agreement with TAC Computer, Inc. for 2017 in an amount not to exceed Seventeen Thousand Dollars (\$17,000.00), in such form as is approved by the Director of Law, and shall be paid from the General Fund (100) – Police Department.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and provide necessary computer support services for 2017, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 10.03.16
APPROVED: 10.04.16

1st reading: 07.25.16
2nd reading: 09.19.16
3rd reading: 10.03.16

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrook, Clerk of Council

CITY OF FAIRVIEW PARK
RESOLUTION NO. 16-14
REQUESTED BY: MAYOR EILEEN ANN PATTON
SPONSORED BY: COUNCILWOMAN CLEARY

A RESOLUTION AWARDING ACTIVE, INTERIM AND INACTIVE DEPOSITS
AND DECLARING AN EMERGENCY

WHEREAS, the Finance Department is responsible for all active, interim and inactive funds in the Treasury of the City of Fairview Park at any time during the period beginning January 1, 2017, and of necessity must make deposits of said funds with eligible banking institutions.

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

SECTION 1. That for the period of January 1, 2017 to December 31, 2017 inclusive, the interim deposits of the City of Fairview Park, Ohio, shall be awarded to the eligible institution or institutions which offers to pay the highest permissible rate of interest and further that the Director of Finance of the City of Fairview Park is authorized at any time during that period of designation to request new bids for interim deposits from eligible institutions upon a determination by resolution that the proposals for interim deposits in force no longer reflect prevailing interest rates. The Director of Finance is authorized to request a new Resolution of Council whenever the Director considers that the term of the bids for interim deposits no longer reflects the prevailing interest rates.

SECTION 2. That following is the list of eligible institutions deemed suitable for business with the City of Fairview Park:

1. Star Ohio
2. Key Bank, N.A./McDonald Investments
3. Charter One
4. Fifth Third Bank
5. Huntington Bank

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 4. That this resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and so that the deposits can be made beginning January 1, 2017, and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 10.03.16
APPROVED: 10.04.16

1st reading: 08.08.16
2nd reading: 09.19.16
3rd reading: 10.03.16

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK
RESOLUTION NO. 16-21
REQUESTED BY: MAYOR EILEEN ANN PATTON
SPONSORED BY: CITY COUNCIL AS A WHOLE

A RESOLUTION IN SUPPORT OF THE AEROZONE ALLIANCE CONSORTIUM
AND DECLARING AN EMERGENCY

WHEREAS, the City of Fairview Park wishes to increase economic development opportunities and identify transportation, real estate and community development plans in order to increase the marketability, attraction and retention of new businesses in the region; and

WHEREAS, the Cities of Brook Park, Cleveland, Berea and North Olmsted, Cuyahoga County, the Ohio Aerospace Institute (a not-for-profit corporation in the State of Ohio) and the National Aeronautics Space Administration, Glenn Research Center, also wish to increase economic development opportunities in the region; and

WHEREAS, the City of Fairview Park, along with the entities named above, is participating in the formation of a consortium known as the Aerozone Alliance; and

WHEREAS, the Alliance recognizes that through collaboration, the economic development and job creation potential of the Aerozone Alliance to each individual community and to the region as a whole, can be advanced through the Alliance; and

WHEREAS, all members of the Alliance have expressed their intent to work cooperatively with each other by approving a Resolution in Support as set forth herein.

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

SECTION 1. That the Mayor of the City, the President and all members of Council, and the officers of the Administration do support the City's efforts to cooperate with the Alliance members for the purpose of promoting economic development and job creation within our region.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare; and for the further reason that the Aerozone Alliance has requested communities provide their respective resolutions of support on or before October 15, 2016 in preparation for their end of year meeting; and provided it receives the affirmative vote of a majority plus one of the members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the mayor, otherwise from and after the earliest period allowed by law.

PASSED: 10.03.16
APPROVED: 10.04.16

1st reading: 10.03.16
2nd reading: Suspended
3rd reading: Suspended

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council