



FAIRVIEW PARK CITY COUNCIL MEETING NOTICE

Please be advised of the following meetings of the Fairview Park City Council, which will take place on the 3rd Floor of Fairview Park City Hall, 20777 Lorain Road.

MON., AUG 12	Committee Meeting	7:00 p.m.	Council Chambers
MON., AUG 12	Special Council Meeting	<i>Immediately following Committee Meeting</i>	
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MON., AUG 19	Special Committee Meeting	7:00 p.m.	Council Chambers
MON., AUG 19	Council Meeting	<i>Immediately following Committee Meeting</i>	
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MON., AUG 26	Committee Meeting	7:00 p.m.	Council Chambers
MON., AUG 26	Special Council Meeting	<i>Immediately following Committee Meeting</i>	
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<u>TUES.</u>, SEPT 3	Council Meeting	7:00 p.m.	Council Chambers

COUNCIL MEETINGS ARE HELD IN COUNCIL CHAMBERS

**COMMITTEE MEETINGS ARE HELD IN THE CAUCUS ROOM
(BOTH ROOMS ARE LOCATED ON 3rd FLOOR, CITY HALL)**



CITY OF FAIRVIEW PARK
CITY COUNCIL MEETING
AGENDA

MONDAY, AUGUST 19, 2019

SPECIAL COMMITTEE MEETING

7:00 pm

Council Chambers

MEETING CALLED TO ORDER

ENVIRONMENT, PUBLIC WORKS, PLANNING, ZONING AND DEVELOPMENT COMMITTEE – Councilman Minek, Chair
Ord. 19-43 | Authorizing Agreement for Implementation of Center Ridge Rd Complete Streets Project

LOCAL GOVERNMENT AND COMMUNITY SERVICES – Councilman McDonough, Chair
Ord. 19-44 | Amending Charter Article 7, Section 4_Board of Control

BOARD & COMMISSIONS REPORTS

ROUNDTABLE

COUNCIL MEETING

Immediately following Committee Meeting

Meeting Called to Order

Moment of Silent Prayer | Pledge of Allegiance

Roll Call

Disposition of Minutes

Regular Meeting of Council August 5, 2019

Special Meeting of Council August 12, 2019

Committee Reports

Environment, Public Works, Planning, Zoning and Development Committee – Councilman Minek, Chair

Local Government and Community Services, Councilwoman Wering, Vice Chair

Finance, Councilman Wojnar, Chair

Legislation on Second Reading

COUNCILMAN MINEK

Ord. 19-43 | Authorizing Agreement for Implementation of Center Ridge Rd Complete Streets Project

Agenda continued on back →

Michael Kilbane, President of Council
Brian McDonough, Ward 1

Bill Minek, Ward 2
Paul Wojnar, Ward 3

Sarah Wering, Ward 4
Angelo Russo, Ward 5

Todd Smith, Council at Large
Liz Westbrooks, Clerk of Council

Legislation on Second Reading (continued)

COUNCILMAN MCDONOUGH

Ord. 19-44 | Amending Charter Article 7, Section 4_Board of Control

Audience Input on Legislation Up For Passage

Legislation on for Third Reading/Final Passage

COUNCILMAN MCDONOUGH

Ord. 19-39 | Amending Charter to Change Public Bidding Language

Ord. 19-40 | Amending Chapter 923 Bain Park Pavilion Rental

COUNCILMAN WOJNAR

Ord. 19-41 | Application for Cuyahoga Co Healthy Urban Tree Canopy Grant Program

Ord. 19-42 | Establishing City Employee Voluntary Leave Donation Policy

Reports and Communications from Mayor, Directors and Other City Officials

Public Session

Miscellaneous Business and Reports from Council

Adjournment

DO YOU HAVE A SMART DEVICE?

To download tonight’s agenda and legislation being considered, scan the code below:



UPCOMING MEETINGS OF COUNCIL

MON., AUG 26	Committee Meeting	7:00 p.m.	Council Chambers
MON., AUG 26	Special Council Meeting	<i>Immediately following Committee meeting</i>	
<u>TUES.</u> , SEPT 3	Council Meeting	7:00 p.m.	Council Chambers

1
2 **MINUTES OF THE REGULAR MEETING OF FAIRVIEW PARK CITY COUNCIL**
3 **MONDAY, AUGUST 5, 2019**
4

5 The regular meeting of Council was called to order by Council President Kilbane at 7:33 p.m.

6 MOMENT OF SILENT PRAYER

7 PLEDGE OF ALLEGIANCE

8 ROLL CALL | PRESENT:

9 Council - B. McDonough, B. Minek, M. Kilbane, S. Wering, A. Russo and T. Smith

10 Administration – Mayor Patton, Director Cingle, Director Leininger, Director Gibbons, Engineer Mackay

11
12 THE CHAIR made a motion to excuse Councilman P. Wojnar from the meeting.

13 Moved and Seconded.

14 ROLL ON MOTION: Vote: YES-6, NO-0 | Motion carried.

15 YES: B. McDonough, B. Minek, M. Kilbane, S. Wering, A. Russo and T. Smith

16
17 THE CHAIR made a motion to approve the minutes of the regular meeting of July 1, 2019.

18 Moved and Seconded.

19 ROLL ON MOTION: Vote: YES-6, NO-0 | Motion carried.

20 YES: B. McDonough, B. Minek, M. Kilbane, S. Wering, A. Russo and T. Smith

21
22 **COMMITTEE REPORTS**

23 COUNCILMAN MINEK reported that the Environment, Public Works, Planning, Zoning and Development
24 Committee met on Monday, July 8, 2019 at 7 PM to discuss the **issue of Airport Noise & Construction**.
25 Representing Cleveland Airport System were Airport Director Robert Kennedy, Edward Kamposek, Noise
26 Compatibility Officer and Ms. Phyllis Jackson, Manager Office of Community Relations. Finance Director
27 Cingle and five residents were also present. A brochure of aircraft noise impact on Fairview Park from recent
28 airport operations was presented to all in attendance. Director Kennedy & Noise Compatibility Officer
29 Kamposek gave a presentation of the contents of the brochure. An aerial photo of the airport and surrounding
30 area was the topic of concern. Discussion of the noise from the aircrafts was the major concern and the
31 representatives stated to continue to call the Airport Noise Hot Line 216-898- 5220. The call is recorded and
32 all information is forwarded to FAA. Of the 110,000 flights, 600 complaints have been received. The
33 representatives stated airport noise is the responsibility of our airport and FAA is only concerned when
34 studies are conducted relative to any future developments at the airport. A FAA master plan is scheduled to
35 begin in September. All individuals present asked many questions. A motion that representatives from FAA
36 be contacted and requested to a make a presentation. Motion this issue remain in committee was approved
37 5-0. This completes my report.

38
39 COUNCILWOMAN WERING reported that the Local Government and Community Services Committee
40 met on Monday, July 8, 2019 at 8:22 pm. Discussed were several items including the lowest responsive and
41 responsible bidder language which is being proposed by the Charter Review Commission to be put on the
42 ballot in November and Council voted to agree to that language for first reading in ordinance form. Also
43 discussed was the statutory limit and emergency authority recommendation from the Charter Review
44 Commission, and Council ultimately decided to remove it from committee and voted against the
45 recommendation. Council also discussed the Board of Control and voted 5-0 to continue the discussion in
46 committee. The committee ended at 9:17pm.

47
48 COUNCILMAN SMITH reported that the Finance Committee met on Monday, July 8 at 9:18 pm. In
49 attendance with Council was Finance Director, Greg Cingle to discuss the following:
50 **Ordinance 19-38**, amends the Ordinance 19-10 Amended, which was approved on March 5, 2019
51 appropriating funds for the current expenses and other expenditures of the City of Fairview Park, Ohio for

52 the period commencing January 1, 2019 and ending December 31, 2019. Director Cingle explained the
53 additional changes in appropriations for 2019. A motion to place on 2nd reading and return to Committee
54 passed by a vote of 4-0. The Finance Committee ended at 9:29 pm

55

56 **LEGISLATION ON FIRST READING**

57 COUNCILMAN MCDONOUGH placed the following legislation up for first reading and introduction:

58 ORDINANCE NO. 19-39

59 REQUESTED BY: MAYOR EILEEN PATTON

60 SPONSORED BY: COUNCILMAN MCDONOUGH

61 *AN ORDINANCE AUTHORIZING THE SUBMISSION TO THE ELECTORS OF THE CITY OF FAIRVIEW*
62 *PARK THE PROPOSAL TO AMEND ARTICLE VIII, SECTION 6 OF THE CHARTER OF THE CITY OF*
63 *FAIRVIEW PARK TO PROVIDE THAT PUBLIC BIDDING SHALL BE MADE WITH THE LOWEST*
64 *RESPONSIVE AND RESPONSIBLE BIDDER*

65 ACTION: Ordinance 19-39 is placed on first reading and referred to the Local Government & Community
66 Services Committee.

67

68 ORDINANCE NO. 19-40

69 REQUESTED BY: STEVEN OWENS, DIRECTOR OF RECREATION

70 SPONSORED BY: COUNCILMAN MCDONOUGH

71 *AN ORDINANCE AMENDING THE RENTAL REGULATIONS AND RATES FOR THE BAIN PARK*
72 *PAVILION IN CHAPTER 923 OF THE CODIFIED ORDINANCES OF THE CITY OF FAIRVIEW PARK*
73 *AND DECLARING AN EMERGENCY*

74 ACTION: Ordinance 19-40 is placed on first reading and referred to the Local Government & Community
75 Services Committee.

76

77 COUNCILMAN SMITH placed the following legislation up for first reading and introduction:

78 ORDINANCE NO. 19-41

79 REQUESTED BY: SHAWN LEININGER, DIRECTOR OF PUBLIC SERVICE AND DEVELOPMENT

80 SPONSORED BY: COUNCILMAN WOJNAR

81 *AN ORDINANCE SUPPORTING AND AUTHORIZING THE SUBMISSION OF AN APPLICATION TO*
82 *THE CUYAHOGA COUNTY PLANNING COMMISSION FOR THE 2019 CUYAHOGA COUNTY*
83 *HEALTHY URBAN TREE CANOPY GRANT PROGRAM AND AUTHORIZING THE MAYOR TO ACCEPT*
84 *ANY AWARDED GRANT FUNDS AND FILE ALL DOCUMENTS AND EXECUTE ALL AGREEMENTS*
85 *NECESSARY TO RECEIVE ANY AWARDED GRANT FUNDS AND DECLARING AN EMERGENCY*

86 ACTION: Ordinance 19-41 is placed on first reading and referred to the Finance Committee.

87

88 ORDINANCE NO. 19-42

89 REQUESTED BY: MAYOR EILEEN ANN PATTON

90 SPONSORED BY: COUNCILMAN WOJNAR

91 *AN ORDINANCE INSTITUTING AN EMPLOYEE VOLUNTARY LEAVE DONATION POLICY AND*
92 *DECLARING AN EMERGENCY*

93 ACTION: Ordinance 19-42 is placed on first reading and referred to the Finance Committee.

94

95 **LEGISLATION ON SECOND READING**

96 COUNCILMAN SMITH placed the following legislation up for second reading:

97 ORDINANCE NO. 19-38

98 ORIGINATED BY: THE FINANCE DEPARTMENT

99 REQUESTED BY: MAYOR EILEEN ANN PATTON

100 SPONSORED BY: COUNCILMAN WOJNAR

101 AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER EXPENDITURES
102 OF THE CITY OF FAIRVIEW PARK, OHIO FOR THE PERIOD COMMENCING JANUARY 1, 2019 AND
103 ENDING DECEMBER 31, 2019 AND DECLARING AN EMERGENCY

104 ACTION: Ordinance 19-38 was placed on second reading and returned to Committee.

105

106 **AUDIENCE INPUT ON LEGISLATION UP FOR PASSAGE**

107

108 **LEGISLATION ON THIRD READING AND FINAL PASSAGE**

109 COUNCILMAN MINEK placed the following legislation up for emergency passage.

110 ORDINANCE NO. 19-35

111 REQUESTED BY: SHAWN LEININGER, DIRECTOR OF PUBLIC SERVICE & DEVELOPMENT

112 SPONSORED BY: COUNCILMAN MINEK

113 AN ORDINANCE ENACTED BY THE CITY OF FAIRVIEW PARK, CUYAHOGA COUNTY, OHIO
114 HEREINAFTER REFERRED TO AS THE MUNICIPALITY, IN THE MATTER OF THE HEREINAFTER
115 DESCRIBED IMPROVEMENT AND REQUESTS THE COOPERATION OF THE COUNTY OF
116 CUYAHOGA, OHIO, HEREINAFTER REFERRED TO AS THE COUNTY, AND DECLARING AN
117 EMERGENCY.

118 Moved and Seconded.

119 THE CHAIR asked for any further discussion before passage. No Discussion.

120 ROLL ON PASSAGE: Vote: YES-6, NO-0 | Motion carried, Ordinance 19-35 passes.

121 YES: B. McDonough, B. Minek, M. Kilbane, S. Wering, A. Russo and T. Smith

122

123 ORDINANCE NO. 19-36

124 REQUESTED BY: SHAWN LEININGER, DIRECTOR OF PUBLIC SERVICE & DEVELOPMENT

125 SPONSORED BY: COUNCILMAN MINEK

126 AN ORDINANCE ENACTED BY THE CITY OF FAIRVIEW PARK, CUYAHOGA COUNTY, OHIO
127 HEREINAFTER REFERRED TO AS THE MUNICIPALITY, IN THE MATTER OF THE HEREINAFTER
128 DESCRIBED IMPROVEMENT AND REQUESTS THE COOPERATION OF THE COUNTY OF
129 CUYAHOGA, OHIO, HEREINAFTER REFERRED TO AS THE COUNTY, AND DECLARING AN
130 EMERGENCY.

131 Moved and Seconded.

132 THE CHAIR asked for any further discussion before passage. No Discussion.

133 ROLL ON PASSAGE: Vote: YES-6, NO-0 | Motion carried, Ordinance 19-36 passes.

134 YES: B. McDonough, B. Minek, M. Kilbane, S. Wering, A. Russo and T. Smith

135

136 COUNCILMAN MCDONOUGH placed the following legislation up for third reading and final passage:

137 ORDINANCE NO. 19-37

138 REQUESTED AND SPONSORED BY: COUNCILMAN MCDONOUGH

139 AN ORDINANCE AUTHORIZING THE SUBMISSION TO THE ELECTORS OF THE CITY OF FAIRVIEW
140 PARK THE PROPOSAL TO AMEND ARTICLE III, SECTION 4. (d) OF THE CHARTER OF THE CITY OF
141 FAIRVIEW PARK TO PROVIDE THAT IN THE EVENT THE OFFICE OF MAYOR SHALL BECOME
142 VACANT, A SUCCESSOR FOR THE UNEXPIRED TERM SHALL BE ELECTED AS MAYOR AT THE
143 NEXT REGULAR MUNICIPAL ELECTION, PROVIDED THAT SUCH ELECTION SHALL OCCUR MORE
144 THAN TWO (2) YEARS PRIOR TO THE EXPIRATION OF THE UNEXPIRED TERM ONLY AND DELETE
145 THE REQUIREMENT THAT THE VACANCY SHALL HAVE OCCURRED MORE THAN ONE HUNDRED
146 TWENTY (120) DAYS PRIOR TO SUCH ELECTION AND DECLARING AN EMERGENCY

147 Moved and Seconded.

148 THE CHAIR asked for any discussion before passage.

149 ROLL ON PASSAGE: Vote: YES-6, NO-0 | Motion carried, Ordinance 19-37 passes.

150 YES: B. McDonough, B. Minek, M. Kilbane, S. Wering, A. Russo and T. Smith

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REPORTS AND COMMUNICATION FROM THE MAYOR, DIRECTORS, AND OTHER CITY OFFICIALS

MAYOR PATTON thanked Cathy Yarian, who chaired the Summer Fest committee this year, and the great team and dedication that helped to bring this event together every year. She also thanked the Fire, Police and Service Departments for smooth operations and the Fairview Municipal Foundation for their support. MAYOR PATTON welcomed new officer Jared Linden. Next Wednesday, August 14 there will be ceremony to honor all the great volunteers at the Senior Center who help to make it one of the most popular Senior Centers on the West side. The city offered its prayers for all of the families who suffered loss in El Paso and Dayton this weekend.

DIRECTOR LEININGER thanked everyone for their patience for all of the construction going on in the city. He encouraged everyone to continue to drive safe as workers are making improvements to the community. There are a number of projects that are wrapping up including Clifford Sewer and the Gemini roof replacement, which has a final walkthrough scheduled for this week. The Senior Center roof should be done a week from this Friday. As they wrap up new projects will be starting, including the 2019 Street Program. He said he will keep everyone informed of the progress and encouraged anyone with questions or concerns to give him a call.

DIRECTOR CINGLE asked that if anyone has any questions on Supplemental Appropriations Ordinance 19-38 as it is being considered, to please contact him.

DIRECTOR GIBBONS requested additional time past the Tuesday deadline to prepare the Board of Control Ordinance for first reading at next week's meeting.

THE CHAIR acknowledged and approved his request.

ENGINEER MACKAY reported that the bids are out for the ODOT Lorain Road Slide Area project, and once they are reviewed he will provide the construction schedule. He also reported that Fabrizi is working on completing items for the Campus water line project, which should be complete by Mid-August. Punch list items are being worked on for completion of the Clifford Sewer Project. ENGINEER MACKAY reported that Crossroads Asphalt will be working on the Street Repair project which is scheduled to be complete by the end of October. He asked everyone to bear with the city s there is a lot of construction going on.

PUBLIC SESSION

MR. JOHN TAYLOR – 22405 Macbeth Ave – MR. TAYLOR commented on his recent concerns with Nelson Russ Park and the lighting in the morning as it is getting darker. He asked that the decision to turn off the lighting be reconsidered, especially after also hearing voices in the park after hours during Summer Fest weekend. He said he believes that the lighting would serve as a deterrent and would also be helpful for safety.

MR. BRIAN GIBBONS - 19510 Lorain Road – MR. GIBBONS gave a follow-up to his comments regarding RTA redesign a couple months ago. He said that a draft of the redesign should be released soon. He said in the end, they will likely just trim around the edges, since a total redesign one way or the other would require a lot of funding and would be an impasse on existing riders. He said that service for Fairview would likely stay the same, but ultimately it will need to be addressed. He is positive that the new CEO, India Birdsong will be very helpful, as she is a transit person but also a planner. There will be discussion later in the fall regarding redesign and funding and moving forward.

MS. ELIZABETH THADDEUS – 4914 West 220 St – Ms. Thaddeus inquired if a letter that she sent was received by the Council and Mayor regarding issues she has with where she lives and the historical value. . She explained the residency of her family and property issues that began 2 and a half years ago. She stated

203 that timelines, dates and incidences will come into play as the scenario branches out. She said she would like
204 to preserve her relationship with the homes former owners, and does not welcome the intrusion into her life
205 which is happening currently. She said the main objective is to save her home as she plans to continue living
206 there. She welcomed anyone to come and speak with her about the issues and the work she has done to
207 preserve the property. MS. THADDEUS asserted that a member of her family had the wool pulled over her
208 eyes and she would not let that happen again.

209

210 **MISCELLANEOUS BUSINESS AND COMMENTS BY MEMBERS OF COUNCIL**

211 COUNCILMAN MINEK reported that the Board of Control met on Monday, July 15, 2019 at 9 PM to award
212 the 2019 Street Repair Program. Two bids were received. Crossroads Asphalt Recycling, Inc. in the amount
213 of \$582,060.00 and Karvo Companies, Inc. in the amount of \$582,451.55. Both bids were within 10% of the
214 Engineer's estimate of \$534,000.00. Ordinance 19-08 Amended states for Year 30 of the Street Program the
215 expenditure will be \$534,000.00 from the Capital Projects Fund (Fund 811) and from the Street Maintenance
216 & Repair Fund (Fund 210). Both bidders were informed of the dedicated amount of money for the program.
217 Crossroads Asphalt Recycling, Inc. met with City Engineer Mackay and after scope modifications of
218 \$53,050.50 to the 2019 Street Repair Program Year 30, the contract was awarded to Crossroads Asphalt
219 Recycling, Inc. in the amount of \$529,009.50. This completes my report.

220

221 COUNCILWOMAN WERING thanked the Summer Fest volunteers for their fantastic job. It was a very
222 warm weekend, but was also full of family, fun and community. She also thanked the residents in her Ward
223 as they have been a construction zone for some time and appreciates their patience. She welcomed new
224 Officer Linden to the force and acknowledged that they have a dangerous and difficult job, as evidenced by
225 the events over the weekend. She invited everyone to do something to bring a light to the world and make it
226 a better place, whatever contribution that may be, so that at some point the light will start to outshine the
227 darkness in situations like this.

228

229 COUNCILMAN RUSSO thanked everyone who helped to bring Summer Fest to fruition and thanked
230 Councilman Minek for his involvement over the many years he has been on the Committee. He also
231 welcomed Officer Linden to the city.

232

233 COUNCILMAN SMITH welcomed Officer Jared Linden to the city. He said that he was able to attend many
234 events in and for the city including Touch a Truck and the Education Foundation's Golf Outing. He
235 mentioned that he would have hoped to see more people contributing to the Lorain Road Corridor Study and
236 stressed that no decisions have been made, but this is just guidance as options are explored. COUNCILMAN
237 SMITH thanked the tireless organizers and volunteers of Summer Fest and reported that he was happy he
238 was able to finally judge the cupcake contest. He said that they will begin planning again next January and
239 encouraged anyone interested to get involved.

240

241 THE CHAIR reported that he was approached by a resident who was concerned that the city is using Round
242 Up to spray mulch beds around the Recreation Center. He said that this product is banned in most places
243 because it is proved to be toxic. He was concerned because there were residents nearby and said that the city
244 should cease this practice immediately if this is in fact the case.

245

246 THE CHAIR entertained a motion to adjourn the regular meeting with no further business.
247 Moved and Seconded.

248

248 ROLL ON MOTION: Vote: YES-6, NO-0 | Meeting adjourned at 8:10 p.m.

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249 YES: B. McDonough, B. Minek, M. Kilbane, S. Wering, A. Russo and T. Smith

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255 Michael P. Kilbane, President of Council
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259 Eileen Ann Patton, Mayor
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Liz L. Westbrooks, Clerk of Council

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2 **MINUTES OF THE SPECIAL MEETING OF FAIRVIEW PARK CITY COUNCIL**
3 **MONDAY, AUGUST 12, 2019**
4

5 The special meeting of Council was called to order by Council President Pro Tem Minek at 7:26 p.m.

6 MOMENT OF SILENT PRAYER

7 PLEDGE OF ALLEGIANCE

8 ROLL CALL:

9 PRESENT: Council –B. Minek, P. Wojnar, S. Wering, A. Russo and T. Smith

10 Administration – Mayor Patton, Director Cingle, Director Leininger, Director Gibbons

11
12 THE CHAIR made a motion to excuse Council President Kilbane from the meeting.

13 Moved and Seconded.

14 ROLL ON MOTION: Vote: YES-5, NO-0 | Motion carried.

15 YES: B. Minek, P. Wojnar, S. Wering, A. Russo and T. Smith

16
17 THE CHAIR made a motion to excuse Councilman B. McDonough from the meeting.

18 Moved and Seconded.

19 ROLL ON MOTION: Vote: YES-5, NO-0 | Motion carried.

20 YES: B. Minek, P. Wojnar, S. Wering, A. Russo and T. Smith

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22 **WRITTEN COMMUNICATIONS, PETITIONS AND CLAIMS**

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24 **LEGISLATION ON FIRST READING**

25 COUNCILMAN MINEK placed the following legislation up for first reading and introduction:

26 ORDINANCE NO. 19-43

27 REQUESTED BY: SHAWN LEININGER, DIRECTOR OF PUBLIC SERVICE & DEVELOPMENT

28 SPONSORED BY: COUNCILMAN MINEK

29 *AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CITY*
30 *OF ROCKY RIVER TO IMPLEMENT THE CENTER RIDGE ROAD COMPLETE STREETS PROJECT*
31 *FUNDED BY THE NORTHEAST OHIO AREA WIDE COORDINATING AGENCY AND DECLARING AN*
32 *EMERGENCY*

33 ACTION: Ordinance 19-43 was placed on first reading and referred to the Environment, Public Works,
34 Planning, Zoning and Development Committee.

35
36 COUNCILWOMAN WERING placed the following legislation up for first reading and introduction:

37 ORDINANCE NO. 19-44

38 REQUESTED BY: CITY COUNCIL

39 SPONSORED BY: COUNCILMAN MCDONOUGH

40 *AN ORDINANCE AUTHORIZING THE SUBMISSION TO THE ELECTORS OF THE CITY OF*
41 *FAIRVIEW PARK THE PROPOSAL TO AMEND ARTICLE VII, SECTION 4. BOARD OF CONTROL*
42 *OF THE CHARTER OF THE CITY OF FAIRVIEW PARK TO PROVIDE THAT ADD ALL MEMBERS*
43 *OF COUNCIL BECOME MEMBERS OF THE BOARD OF CONTROL AND DECLARING AN*
44 *EMERGENCY*

45 ACTION: Ordinance 19-44 was placed on first reading and referred to the Local Government and
46 Community Services Committee.

47
48 **LEGISLATION ON SECOND READING**

49 COUNCILWOMAN WERING the following legislation up for second reading:

50 ORDINANCE NO. 19-39

51 REQUESTED BY: MAYOR EILEEN PATTON
52 SPONSORED BY: COUNCILMAN MCDONOUGH
53 *AN ORDINANCE AUTHORIZING THE SUBMISSION TO THE ELECTORS OF THE CITY OF*
54 *FAIRVIEW PARK THE PROPOSAL TO AMEND ARTICLE VIII, SECTION 6 OF THE CHARTER OF*
55 *THE CITY OF FAIRVIEW PARK TO PROVIDE THAT PUBLIC BIDDING SHALL BE MADE WITH*
56 *THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER*
57 ACTION: Ordinance 19-39 was placed on second reading and subsequent third reading.

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59 ORDINANCE NO. 19-40
60 REQUESTED BY: STEVEN OWENS, DIRECTOR OF RECREATION
61 SPONSORED BY: COUNCILMAN MCDONOUGH
62 *AN ORDINANCE AMENDING THE RENTAL REGULATIONS AND RATES FOR THE BAIN PARK*
63 *PAVILION IN CHAPTER 923 OF THE CODIFIED ORDINANCES OF THE CITY OF FAIRVIEW PARK*
64 *AND DECLARING AN EMERGENCY*
65 ACTION: Ordinance 19-40 was placed on second reading and subsequent third reading.

66
67 ORDINANCE NO. 19-41
68 REQUESTED BY: SHAWN LEININGER, DIRECTOR OF PUBLIC SERVICE AND DEVELOPMENT
69 SPONSORED BY: COUNCILMAN WOJNAR
70 *AN ORDINANCE SUPPORTING AND AUTHORIZING THE SUBMISSION OF AN APPLICATION TO*
71 *THE CUYAHOGA COUNTY PLANNING COMMISSION FOR THE 2019 CUYAHOGA COUNTY*
72 *HEALTHY URBAN TREE CANOPY GRANT PROGRAM AND AUTHORIZING THE MAYOR TO*
73 *ACCEPT ANY AWARDED GRANT FUNDS AND FILE ALL DOCUMENTS AND EXECUTE ALL*
74 *AGREEMENTS NECESSARY TO RECEIVE ANY AWARDED GRANT FUNDS AND DECLARING AN*
75 *EMERGENCY*
76 ACTION: Ordinance 19-41 was placed on second reading and subsequent third reading.

77
78 ORDINANCE NO. 19-42
79 REQUESTED BY: MAYOR EILEEN ANN PATTON
80 SPONSORED BY: COUNCILMAN WOJNAR
81 *AN ORDINANCE INSTITUTING AN EMPLOYEE VOLUNTARY LEAVE DONATION POLICY AND*
82 *DECLARING AN EMERGENCY*
83 ACTION: Ordinance 19-42 was placed on second reading and subsequent third reading.

84
85 **AUDIENCE INPUT ON LEGISLATION UP FOR PASSAGE**

86
87 **LEGISLATION ON THIRD READING AND FINAL PASSAGE**

88 COUNCILMAN SMITH placed the following legislation up for third reading and final passage.

89 ORDINANCE 19-38
90 ORIGINATED BY: THE FINANCE DEPARTMENT
91 REQUESTED BY: MAYOR EILEEN ANN PATTON
92 SPONSORED BY: COUNCILMAN WOJNAR
93 *AN ORDINANCE APPROPRIATING FUNDS FOR CURRENT EXPENSES AND OTHER*
94 *EXPENDITURES OF THE CITY OF FAIRVIEW PARK, OHIO FOR THE PERIOD COMMENCING*
95 *JANUARY 1, 2019 AND ENDING DECEMBER 31, 2019 AND DECLARING AN EMERGENCY*

96
97 THE CHAIR announced that the special meeting was called pursuant to Charter Article 4, Section 7(b)
98 and Council Rule 5, and that no other subject or subjects will be considered.

99
100 THE CHAIR made a motion to adjourn with no other business before Council.

101 Moved and Seconded.
102 ROLL ON MOTION: Vote: YES-5, NO-0 | Meeting adjourned at 8:32 p.m.
103 YES: B. Minek, P. Wojnar, S. Wering, A. Russo and T. Smith

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108 Michael P. Kilbane, President of Council

Liz L. Westbrooks, Clerk of Council

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112 Eileen Ann Patton, Mayor

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CITY OF FAIRVIEW PARK

ORDINANCE NO. 19-43

REQUESTED BY: SHAWN LEININGER, DIRECTOR OF PUBLIC SERVICE &
DEVELOPMENT

SPONSORED BY: COUNCILMAN MINEK

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF ROCKY RIVER TO IMPLEMENT THE CENTER RIDGE ROAD COMPLETE STREETS PROJECT FUNDED BY THE NORTHEAST OHIO AREA WIDE COORDINATING AGENCY AND DECLARING AN EMERGENCY

WHEREAS, on October 6, 2017, the City of Fairview Park Administration, in partnership with the City of Rocky River, applied for grant funding through the Northeast Ohio Areawide Coordinating Agency's ("NOACA") Transportation for Livable Communities Initiative ("TLCI") grant program to implement the Center Ridge Road Complete Streets Project ("Project"); and

WHEREAS, per Ordinance No. 17-43, Fairview Park City Council supported and authorized the Project and submission of the TLCI grant application to NOACA; and

WHEREAS, the City of Fairview Park has been awarded One Hundred Fifty Nine Thousand Dollars (\$159,000) for the Project; and

WHEREAS, the City of Rocky River has been awarded Two Hundred Ninety Eight Thousand Dollars (\$298,000) in Congestion Mitigation & Air Quality ("CMAQ") funding by NOACA to implement the Project; and

WHEREAS, the project scope includes signal upgrades; bus shelter enhancements; intersection reconfiguration to improve upon the safety of the corridor; intersection enhancements including new crosswalks, the replacement of curb ramps to meet ADA requirements, and countdown pedestrian signal heads; and landscaping improvements that promote pedestrian activity; and

WHEREAS, due to the use of federal funds through the CMAQ and TLCI programs, the Project must be administered in accordance with the Ohio Department of Transportation's ("ODOT") and Federal Highway Administration's ("FHWA") procedures, rules, and regulations; and

WHEREAS, ODOT requires that one municipality serve as the lead agency, or Local Public Agency ("LPA"), to manage Local Let projects and administer grant funds; and

WHEREAS, the City of Rocky River is serving as the LPA to manage the project and administer CMAQ and TLCI grant funds; and

WHEREAS, the City of Rocky River will be required to bid the Project; request reimbursement from NOACA; enter into contract with the lowest and best bidder; and lead all activities required to complete the Project in accordance with local, state, and federal rules and regulations; and

WHEREAS, the City is required to enter into agreement with the City of Rocky River to carry out all Project activities and authorize the City of Rocky River to serve as the LPA (the “Agreement”); and

WHEREAS, the City’s local share for engineering and design services performed by LJB, Inc. is in an amount not to exceed Eleven Thousand Five Hundred Sixty Dollars (\$11,560); and

WHEREAS, the City’s local share for construction costs is in an amount not to exceed the TLCI grant award amount of One Hundred Fifty Nine Thousand Dollars (\$159,000), which shall be expended by the City of Rocky River, who will then request reimbursement from ODOT.

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 Council of the City of Fairview Park hereby extends appreciation to NOACA for the TLCI grant award of One Hundred Fifty Nine Thousand Dollars (\$159,000) to make improvements to Center Ridge Road.

SECTION 2. That the Council of the City of Fairview Park hereby authorizes the Mayor to enter into agreement herein attached as Exhibit “A”, with the City of Rocky River, regarding the Project.

SECTION 3. That the City of Rocky River is hereby authorized to bid the project and enter into contract with the lowest and best bidder for construction activities; expend TLCI grant funds and request reimbursement from NOACA; and serve as the LPA in accordance with the Agreement and local, state, and federal laws.

SECTION 4. That the City of Fairview Park shall reimburse the City of Rocky River for engineering and design services performed by LJB, Inc. in an amount not to exceed Eleven Thousand Five Hundred Sixty Dollars (\$11,560) out of the Capital Projects Fund (811).

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 that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

SECTION 6. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of public peace, health, safety and welfare; and provided it received an 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:
APPROVED:

1st reading: 08.12.19
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

**AGREEMENT OF COOPERATION
BETWEEN THE CITY OF FAIRVIEW PARK AND
THE CITY OF ROCKY RIVER**

THIS AGREEMENT ("Agreement") is entered into as of this ____ day of _____, 2019, between the City of Fairview Park ("Fairview Park"), a municipal corporation of the State of Ohio, through its Mayor and under the authority of Ordinance No. _____, attached hereto and incorporated herein, and the City of Rocky River ("Rocky River"), a municipal corporation of the State of Ohio, through its Mayor and under the authority of Resolution No. _____-2019, attached hereto and incorporated herein, for streetscape improvements and signal upgrades on Center Ridge Road.

RECITALS:

1. Northeast Ohio Areawide Coordinating Agency (NOACA) is providing funding to the City of Rocky River to improve Center Ridge Road through the Congestion Mitigation Air Quality (CMAQ) grant, and they are providing funding to the City of Fairview Park to improve Center Ridge Road through a Transportation for Livable Communities (TLCI) Implementation grant.
2. NOACA will provide funding for Center Ridge 2019-2020 "complete streets" project ("Project") in the amount of Two Hundred Ninety-Eight Thousand Dollars (\$298,000) to the City of Rocky River through the CMAQ funding and One Hundred Fifty-Nine Thousand Dollars (\$159,000) to the City of Fairview Park through the TLCI Implementation Program.
3. NOACA prefers one community to award the contractor for this project and to make payments for all of the Rocky River and Fairview Park improvements; then invoice the cooperating municipality for the expenditures, and Rocky River and Fairview Park desire to cooperate in that request and in the completion of the Project under the terms, conditions and provisions contained in this Agreement.

In consideration of the foregoing, the payments and the mutual promises contained in this Agreement, the parties agree as follows:

ARTICLE I. COST SHARING GENERALLY

- A. Engineering Design Costs
A Fixed Fee Agreement for Consulting Services was executed by Rocky River, Fairview Park, and LJB, Inc. on December 14, 2018 for engineering and design services (attached as Exhibit "A") in an amount not to exceed Sixty Eight Thousand Dollars (\$68,000). Fairview Park will pay seventeen

percent (17%) of the local share of the Engineering Design Costs and Rocky River will pay the remaining eighty-three percent (83%) of those costs.

- B. Construction, Construction Administration and Inspection Costs
Fairview Park shall pay its local share of the Construction, Construction Administration and Inspection costs for items approved in Fairview Park's TLCI Implementation grant application, or otherwise deemed eligible by NOACA and ODOT, with TLCI Implementation grant funding in an amount not to exceed One Hundred Fifty-Nine Thousand Dollars (\$159,000).

Rocky River shall pay its local share of the Construction, Construction Administration and Inspection costs for items pertaining to CMAQ project improvements.

- C. Discretionary Costs
If either city determines that additional work is required that is unique to either Rocky River or CMAQ, or Fairview Park or TLCI, that city shall be responsible for one hundred percent (100%) of the costs of that additional work.

ARTICLE II. SPECIFIC SERVICES

- A. LJB, Inc. shall provide Engineering Design Services for the Project in accordance with the Fixed Fee Agreement for Consulting Services executed by Fairview Park on December 14, 2018 and authorized by City Council of Rocky River in Ordinance 1-19 on February 11, 2019.
- B. Rocky River shall bid and award the construction contract for the Project in accordance with Rocky River's laws and State of Ohio Statute for competitive bidding. The Director of Public Service for Rocky River and the Director of Public Service for Fairview Park shall approve the construction contract specifications prior to Rocky River advertising the contract.
- C. Rocky River shall require the construction contractor to name Fairview Park as an additional insured on any insurance required in the construction contract specifications.

ARTICLE III. PROJECT COSTS

Engineering / Design: \$68,000

Estimated Project costs:

Construction = \$361,770.00

Construction Administration = \$ 27,300.

ARTICLE IV. COVENANTS

- A. Rocky River, by its Mayor, having been duly authorized to enter into an Agreement with the NOACA in Amended Resolution No. 19-17 adopted by Council of Rocky River on the 8th day of May, 2017.
- B. Rocky River hereby agrees to the terms and conditions as stated in this Agreement of Cooperation as they relate to Rocky River.
- D. Fairview Park hereby agrees to the terms and conditions as stated in this Agreement of Cooperation as they relate to Fairview Park.

ARTICLE V. TERM

This Agreement shall, unless extended by the parties or unless sooner canceled or terminated under the provisions of this Agreement expire upon completion of the Project.

ARTICLE VI. PAYMENTS

- A. Local Share
Fairview Park shall be invoiced for design, engineering, construction and inspection and Fairview Park will pay Rocky River within sixty (60) days of the postmark date of an invoice from Rocky River. There will be a late penalty of ten percent (10%) of the outstanding amount for amounts not paid within sixty (60) days.

ARTICLE VII. NOTICE AND PAYMENTS

All notices which may be proper or necessary to be served and payments to be made under this Agreement shall be sent by regular mail, postage prepaid, to the following addresses or to such other address as either party may later designate for such purpose.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the date and year first above written.

Signed in the presence of:

(Witness)

CITY OF FAIRVIEW PARK

By: _____
Eileen Ann Patton, Mayor

Signed in the presence of:

(Witness)

CITY OF ROCKY RIVER

By: 
Pamela E. Bobst, Mayor

The legal form and correctness of the within instrument is approved.

By: _____
JOSEPH P. GIBBONS
Director of Law, Fairview Park

The legal form and correctness of the within instrument is approved.

By: _____
ANDREW BEMER
Director of Law, Rocky River

Fixed Fee Agreement for Consulting Services

between

City of Rocky River

and



LJB Inc.

December 14, 2018

LJB Project Number 0115783A.00

Fixed Fee Agreement for Consulting Services

This agreement is being executed as of the _____ day of _____, 20____, between _____ City of Rocky River _____, a municipal corporation [e.g. corporation, limited liability corporation, etc.] having its principal office at _____ 21012 Hilliard Boulevard, Rocky River, Ohio 44116 _____

("Client"), and LJB Inc., an Ohio corporation having its principal office at 2500 Newmark Drive, Miamisburg, Ohio 45342 ("LJB"), under the following circumstances:

- A. Client desires to engage LJB to assist in rendering services in connection with a project as set forth on Schedule 1 attached hereto.

Now, therefore, Client and LJB agree as follows:

1. Compensation for services.

- (a) For the services provided by LJB, LJB will bill Client, and Client will pay LJB, as shown on Schedule 1 attached hereto. In addition, Client will reimburse LJB for reimbursable expenses (as defined in the Terms and Conditions attached hereto) incurred by LJB. Invoices for services and reimbursable expenses will be submitted by LJB monthly.
- (b) All invoices for services rendered by LJB will be payable in full by Client upon receipt of LJB's invoice. With respect to services rendered by LJB, Client may not retain a percentage of the amount due. There also shall be no retention with respect to reimbursable expenses.
- (c) The estimates of LJB's charges for services set forth on Schedule 1 attached hereto represent LJB's good faith estimate of such charges. Such estimates are based upon the following assumptions: (i) LJB will proceed with a complete design of a single concept in each segment of the services; (ii) no unforeseen engineering or environmental problems increasing the scope of the services required will be encountered; (iii) the respective services and responsibilities of Client, LJB, contractors, and others will be well coordinated; (iv) all governmental and regulatory approvals and permits (including, without limitation, rezoning) will be obtained in due course without significant objection; and (v) the services will be performed within the time frame indicated on Schedule 1 attached hereto. LJB will inform Client if, as a result of the failure of any such assumptions or any changes in the scope of the services, actual charges by LJB will exceed the estimated amount. Except in the event of changes in the scope of such services, LJB's charges will not exceed the estimated amount.

- 2. Terms and Conditions: The terms and conditions attached hereto are hereby incorporated into this Agreement.

In witness whereof, Client and LJB have executed this agreement as of the day and year first written above.

CLIENT

LJB

City of Rocky River

LJB Inc.

By: *Patricia E. Bobst*

By: _____

Name: Patricia E. Bobst

Name: _____

Title: Mayor - City of Rocky River

Title: _____

Date: 2-11-19

Date: _____

City of Fairview Park

By: _____

Name: _____

Title: _____

Date: _____

The person signing on behalf of their respective party represents that he or she is legally authorized to sign on behalf of said party.

Schedule 1

DESCRIPTION OF THE PROJECT AND SERVICES TO BE PROVIDED BY LJB

Complete details of the following Tasks are defined on the attached
Center Ridge Complete Streets Project (CUY-Center Ridge)
Price Proposal for Engineering Design Services
Dated December 14, 2018

Task 1 – Preliminary Engineering & Environmental Clearance	\$ 36,500
Task 2 – Final Design, Construction Plans & Specs	\$ 16,100
Task 3 – Project Management	\$ 13,300
<u>Task 4 – Bidding Phase Services</u>	<u>\$ 2,100</u>
PROJECT TOTAL =	\$ 68,000

Terms and Conditions

1. Client's Responsibilities

- 1.1. **Client Representative.** Client shall designate in writing a representative authorized to act on behalf of Client with respect to the Project and the services rendered by LJB. Such representative shall have authority to transmit instructions, receive information, grant approvals, and take such other action as may be necessary to avoid unreasonable delay in the progress of the performance of LJB's services.
- 1.2. **Client's Requirements.** Client shall provide full written information regarding Client's requirements for the Project, including design objectives and restraints, schedule, space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Client will furnish to LJB copies of all design and construction standards, which Client will require to be included in drawings and specifications prepared by LJB.
- 1.3. **Ancillary Services.** Client will furnish to LJB, or allow LJB to obtain at Client's expense, such ancillary professional and other services as may be necessary or appropriate to proper performance of LJB's services and completion of the Project., Such ancillary services may include, without limitation thereto, those relating to environmental investigation and analysis; traffic flow and control; investigation of subsurface conditions; investigation of surface and subsurface water flow and the impact of the Project thereon; and surveying activities and preparation of property descriptions. Client agrees and acknowledges that such services may entail Client entering into an agreement with any such service provider (e.g. Drilling and Environmental Addendum), and in the event that Client refuses to do so, LJB may terminate this agreement. It shall be the Client's responsibility, together with the ancillary service provider, to ascertain the location of all utilities and other subsurface structures. In the event LJB is asked by Client or the ancillary service provider to mark any drawing or other document for drilling or other subsurface exploration purposes, Client acknowledges that such markings are only general guides. Therefore, it is the Client's responsibility, together with the ancillary service provider, to ascertain the exact location of the drilling or other subsurface exploration site that will not adversely impact any utility line or other subsurface structure.
- 1.4. **Access to Site.** Client shall secure rights of access for LJB to all property reasonably necessary to the performance of LJB's services.
- 1.5. **Governmental Permits and Approvals.** Client shall obtain (with LJB's assistance if so indicated in the description of LJB's services) all such governmental and regulatory permits and approvals as may be necessary for completion of the Project.
- 1.6. **Coordination.** Client shall effectively and efficiently coordinate the activities of Client, LJB, Architects, Contractors and others involved in the Project.
- 1.7. **Reliance Upon Client Information.** LJB shall have the right to rely upon any and all information supplied to LJB by or through Client, and LJB shall not have a duty to verify the accuracy of such information unless otherwise agreed in writing. Client shall hold harmless, indemnify and defend LJB as to any claims, liabilities or expenses related, directly or indirectly to LJB's use of or reliance upon such information.

1.8. **Timely Performance.** Client shall discharge its responsibilities, as set forth herein and as otherwise agreed, in a timely manner so as not to delay the services of LJB.

2. **LJB's Responsibilities**

- 2.1. **Time of Performance.** LJB will use its best efforts to complete its services in accordance with the mutually agreed upon schedule and to coordinate its services with other parties involved in the Project so as not to cause delay or interference with the work of such other parties. If Client requests modifications or changes in the scope or extent of LJB's services, the time of performance of such services shall be appropriately adjusted.
- 2.2. **Additional Services.** Services not expressly included within the description of the services to be rendered by LJB are not covered by this Agreement. In the event Client desires additional services and LJB is willing to provide such services, the parties shall execute a supplement to this Agreement describing such services and setting forth LJB's compensation for performing such services.
- 2.3. **Standards.** LJB will strive to perform services under this Agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.
- 2.4. **Insurance.** LJB shall maintain the following insurance at all times during LJB's performance of services for Client and, upon request by Client, provide certification evidencing such insurance; Workers' Compensation and Employer's Liability Insurance in conformity with applicable law for its employees; and Comprehensive General Liability. Any additional insurance for the Project obtained by LJB at Client's request shall be at Client's expense.
- 2.5. **Record Drawings.** Any record drawings to be prepared by LJB will be developed based upon bid specifications and plans as modified by actual construction. Information related to such modifications may be provided by others, including the construction contractors who are to document such modifications as part of their performance. LJB may rely upon such information and is not responsible for the accuracy of such information as it affects the record drawings. Record drawings serve to document substantial alterations between bid plans and actual construction and do not document minor alterations.
- 2.6. **Confidentiality.** LJB shall use reasonable efforts to preserve the confidentiality of any information identified by Client as confidential.
- 2.7. **Construction Services.** LJB is not responsible for the means, methods or sequences of construction or for the safety of workers or others at the construction site. Construction observation services are neither exhaustive nor continuous and consist of periodic visits to the Project site intended only to determine whether construction is in general conformance with the construction contract documents. LJB is not responsible for the performance or nonperformance of any contractor or other third party involved in the Project.
- 2.8. **No Third Party Responsibility.** Except for those subcontractors who contract directly with LJB pursuant to Section 5.5, LJB assumes no duty or responsibility, which may be construed as being for the benefit of, and therefore enforceable by, any contractors or

subcontractors or their bonding companies. It is understood that LJB's obligations are solely to Client.

3. Compensation

- 3.1. **Progress Payments.** Client will be invoiced at the end of the first calendar month following the effective date of this Agreement and at the end of each calendar month thereafter. Such invoices shall reflect billing for work performed and Reimbursable Expenses incurred by LJB during the month involved. Payment of an invoice is due upon receipt of the invoice by Client. In the event of a dispute regarding an invoice, Client shall pay all undisputed amounts pending resolution of the dispute.
- 3.1.a The City of Fairview Park will reimburse Client (the City of Rocky River) for 17% of each invoice.
- 3.2. **Reimbursable Expenses.** Reimbursable Expenses are expenditures made by LJB, its employees or consultants in the interest of the Project. Reimbursable expenses include, but are not limited to, (i) expense of transportation, subsistence and lodging when traveling in connection with the Project; (ii) expense of long distance telephone charges, messenger service, field office expenses, and fees paid for securing approval of authorities having jurisdiction over the Project; (iii) expense of all reproduction, postage and handling of drawings, specifications, reports and other Project-related instruments of service; and (iv) expense of preparing perspectives, renderings and models.
- 3.3. **Late Payment.** LJB will assess a carrying charge of 1.5% per month on progress payments not made within 30 days of the date of invoice, which charge is payable by Client upon demand. LJB may, in its sole discretion and without notice, suspend or terminate its services in the event Client does not pay any amount invoiced within such 30-day period. LJB reserves the right to withhold from Client any drawings, specifications and other instruments of LJB's service developed for Client pending payment of Client's outstanding indebtedness.
- 3.4. **Estimates.** Estimates of construction cost, cost of LJB services, material quantities, and construction time provided by LJB are estimates only based upon LJB's opinion and are subject to change and are contingent upon factors over which LJB has no control. Except as may be otherwise specifically agreed in writing with respect to the cost of LJB's services, LJB does not guarantee the accuracy of such estimates.
- 3.5. **Changes.** The parties acknowledge that the nature of the Project is such that Client may wish to make changes in the Project. Client may at any time authorize changes in the services provided by LJB, issue additional instructions, request additional services, or direct omission of services previously ordered. After LJB reviews each change request made by Client, LJB shall advise Client in writing as to any necessary and appropriate fee adjustments for LJB's services arising from the change. After LJB receives Client's written authorization to proceed with such changes and Client's written approval of the corresponding fee adjustments, if any, LJB will proceed to implement such changes. LJB shall not be required to make changes to its work that it believes threatens the integrity or safety of such work.
- 3.6. **Other Adjustments.** Except as may be expressly provided otherwise in this Agreement, Client recognizes that LJB's compensation for services during construction contemplates one construction contract being let and construction completion within the time

contemplated by this Agreement. If more than one construction contract is let, or if the period of construction is exceeded through no fault of LJB, LJB's compensation (including any estimate of such compensation) shall be appropriately increased for services rendered in relation to such additional contracts or beyond such time period.

- 3.7. **Serving as Witness or Consultant.** In the event any principal or employee of LJB serves or is required to serve as a witness or consultant for Client in any litigation, arbitration or other legal or administrative proceeding involving the Project, Client shall compensate LJB 200 percent of the standard hourly rates then in effect for hours devoted to giving testimony or providing consultative services and 150 percent of such rates for time devoted to preparation for such testimony or consultation. In addition, Client shall reimburse LJB for all related expenses.

4. **LJB's Liability**

- 4.1. **Limitation on Liability.** LJB's liability to Client which may arise from or be due directly or indirectly to the professional acts, errors and/or omissions, including negligence, of LJB, its agents, employees or consultants shall be limited so as not to exceed the portion of LJB's fees (as indicated in this Agreement) applicable to that segment of LJB's services to which the act, error, omission or negligence relates. If LJB's fees are not broken down by segment in this Agreement, LJB's liability shall not exceed the aggregate fees paid to LJB under this Agreement.

5. **General**

- 5.1. **Ownership of Documents.** All original tracings, notes, data and other documents prepared or furnished by LJB are instruments of professional service and shall be the property of LJB. Such instruments are prepared and intended only for use as an integrated set on the particular project and for the limited purposes specified. Modifications, or use on other projects, of such instruments of service, or copies thereof, without LJB's prior written consent shall be at Client's sole risk. Client shall hold harmless, indemnify and defend LJB as to any and all claims, damages, losses and expenses, including attorney's fees, arising out of any such modification or use.
- 5.2. **Disputes Resolution.** All claims, disputes, and other matters in controversy between LJB and Client arising out of or in any way related to this Agreement will be submitted to "alternative dispute resolution" (ADR) before and as a condition precedent to other remedies provided by law. If and to the extent Client and LJB have agreed on methods for resolving such disputes, then such methods will be set forth in the "Alternative Dispute Resolution Agreement" which, if attached, is incorporated into and made a part of this Agreement. If no specific ADR procedures are set forth in this Agreement, then it shall be understood that the parties shall submit disputes to mediation as a condition precedent to litigation.

If a dispute at law arises from matters related to the services provided under this agreement and that dispute requires litigation instead of ADR as provided above, then:

- 5.2.1. The claim will be brought and tried in judicial jurisdiction of the court of the county where LJB's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and

- 5.2.2. The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, and other claim related expenses.
- 5.3. **Termination.** This Agreement may be terminated by Client upon at least seven days written notice to LJB in the event that the Project is permanently abandoned. In the event that either party (the "Defaulting Party") shall breach or fail to comply with any provision of this Agreement and such breach or failure shall continue for a period of seven days after the giving of written notice thereof by the other party, such other party may terminate this Agreement immediately upon the giving of notice of such termination to the Defaulting Party. If this Agreement is terminated through no fault of LJB, Client shall pay LJB for services performed and Reimbursable Expenses incurred in accordance with this Agreement and, upon request, a Termination Adjustment equal to 15% of the estimated fee remaining to be earned at the time of termination to account for LJB's rescheduling adjustments, reassignment of personnel, and related costs due to termination.
- 5.4. **Insolvency of Client.** In the event client becomes involved as a debtor, in any bankruptcy, insolvency, receivership or other similar proceedings, LJB may, at its discretion, suspend performance of its obligations under this Agreement.
- 5.5. **Assignment: Subcontracting.** Neither Client nor LJB shall assign its interest in this Agreement without the written consent of the other, except that LJB may subcontract any portion of its services without such consent.
- 5.6. **Force Majeure.** Any delay or default in the performance of any obligation of either party under this Agreement resulting from any cause(s) beyond such party's reasonable control shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of such party as long as performance is delayed or prevented thereby.
- 5.7. **Attorney's Fees.** In the event of default hereunder, the defaulting party shall pay all costs incurred by the non-defaulting party in enforcing this Agreement, including reasonable attorneys' fees whether incurred in connection with initiation of legal proceedings or otherwise.
- 5.8. **Miscellaneous.** This Agreement shall be interpreted and enforced according to the laws of the State of Ohio as applicable to agreements executed and entirely performed within the State of Ohio. The captioned headings contained in this Agreement are for convenience of reference only and shall in no way affect the meaning or interpretation of this Agreement. The invalidity of any clause or provision of this Agreement shall not affect the validity or enforceability of any other clause or provision contained herein. This Agreement supersedes all prior agreements, arrangements and understandings relating to the subject matter hereof. No oral representation, promise, inducement or statement of intention has been made by either party, which is not embodied in this Agreement or in the other documents delivered pursuant hereto. This Agreement may be amended, modified, superseded or canceled only by a written instrument executed by both parties hereto. The failure of either party at any time or times to require performance of any provision of this Agreement shall in no manner affect the right at a later time to enforce the same. No waiver by either party of the breach of any term contained in this Agreement, whether by conduct or otherwise, shall be deemed to be or construed as a further or continuing waiver of such breach.

END OF TERMS AND CONDITIONS

LJB INC. INITIALS _____

CLIENT'S INITIALS _____



December 14, 2018

Mary Kay Costello
Director of Public Safety Service
City of Rocky River
21012 Hilliard Blvd.
Rocky River, Ohio 44116

**Re: Center Ridge Complete Streets Project (CUY-Center Ridge)
Price Proposal for Engineering Design Services**

Dear Ms. Costello:

LJB Inc. has prepared the following price proposal to develop Construction Documents for the Center Ridge Complete Streets Project. This Proposal reflects the discussions and negotiations that have occurred between the City of Rocky River and LJB since the original proposal was submitted on November 5, 2018. The Project will reduce air pollution by mitigating traffic congestion, promote pedestrian and bike activity by providing safe infrastructure, improve pedestrian safety with new signals and pavement markings, cultivate a healthy transit system waiting environment, and improve vehicular safety at critical locations and throughout the corridor. This proposal is based on the information known on the date of preparation and may be modified to reflect additional data received throughout the project process.

PROJECT UNDERSTANDING

This Project is funded by a combination of CMAQ, TLCI, Rocky River and Fairview Park funds. The City of Rocky River was awarded a Congestion Mitigation Air Quality (CMAQ) grant from NOACA to reduce nitrous oxide and other pollutants by mitigating traffic congestion and improving the safety of pedestrian and bike traffic along the entire length of Center Ridge within the City's corporate limits. The City of Fairview Park was awarded a Transportation for Livable Communities Initiative (TLCI) implementation grant to increase user safety for multimodal transportation systems including vehicles, pedestrians and bikes. Both grants will fund multimodal improvements along Center Ridge between the GCRTA Westgate Transit Center and the intersection at Northview/Linden Roads.

We look forward to working together with Rocky River to achieve the Center Ridge Complete Streets goals to:

- > Reduce air pollution by mitigating traffic congestion
- > Promote pedestrian and bike activity by providing safe infrastructure
- > Improve pedestrian safety with new signals and pavement markings
- > Cultivate a healthy transit system waiting environment
- > Improve vehicular safety at critical locations and throughout the corridor

Center Ridge Complete Streets Project
December 14, 2018
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SCOPE OF SERVICES

The anticipated scope of services for this project includes the following deliverables as defined below.

Preliminary Engineering

Topographic Survey and Right-of-Way

- Center Ridge Road survey limits will extend from the western intersection at the GCRTA Transit Center/Savers store to the eastern intersection at Northview/Linden Roads. Wagar Rd. survey limits will extend from 500 feet north of Center Ridge to 300 feet south of Center Ridge. Northview Road survey limits are from Center Ridge to 150 feet north. Linden Road survey limits are from Center Ridge to 300 feet south.
- Property Owner Notification: All survey work is to be completed within existing public rights of way. No property owner notification or right of entry letters are anticipated.
- Project Control, Benchmarks and Reference Points: Two (2) Type B control monuments will be set at each intersection within the limits of survey shown on the Survey Limits Map. Type A control monuments are not anticipated. The project will be tied to Ohio State Plane Coordinates North Zone, NAD 83 (2011 Adjustment), GEOID 2012A, and NAVD88. A vertical elevation control benchmark loop will be conducted setting benchmarks on each Type B control monument. Three-point ties to centerline control are not anticipated. All project control points set by LJB will be identified with sketches and coordinates in the surveyor's report and are intended to be easily recoverable by the contractor.
- Monumentation Recovery: No new right of way is anticipated for this project. Monumentation reconnaissance will be limited to those existing centerline and right of way monuments that are easily identified in the field. Neither detailed boundary surveys nor existing right of way resolution is to be performed.
- Base Mapping (incl. field verify): Locate topographic features within the project survey limits between back of curb on both sides of the road and between back of sidewalks at the intersections, obtaining horizontal and vertical information. No cross sections will be taken of the pavement. LJB will contact OUPS to request field marking for utilities only at each intersection prior to beginning the survey. LJB will contact utility companies individually to obtain any additional information available to assist the survey team in locating existing utilities. LJB will locate drainage features horizontally and vertically. LJB will locate traffic control features horizontally, including pavement markings, signs, poles, signal boxes and loops, etc. Temporary lane closures are NOT anticipated to complete the pavement survey.
- Establish property lines, tax id, & ownerships on base map: Through GIS & tax map data, LJB will identify approximate property lines in the project limits. Boundary resolution for abutting property is not anticipated.

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December 14, 2018
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Transit Waiting Environment (TWE) Improvements

Coordinate with GCRTA to develop improvements at the TWE near Chick-fil-A which may include an upgraded shelter, new site furniture, lighting, trash receptacles, public art, and landscaping. Also discuss safety benefits to traffic, pedestrians and transit riders in relocating the bus stop on Wagar Road just north of Center Ridge to a location further north or possibly eliminating.

Public Involvement

One (1) letter will be written, for issuance by the City, to present the planned improvements to the public. The letter will emphasize that the public comments offered during the planning phase are being implemented and a safer environment will result for all pedestrians, transit riders and vehicular traffic. Comments will be accepted for a period of 30 days after issuance of the letter.

Crash Analysis and Channelization

Investigate crash data and TLCI Planning Study information to determine optimum treatments, including channelization devices and improved pavement markings, for mitigation of traffic incidents occurring on Wagar Road just north of Center Ridge near the Walgreens entrance and also along Center Ridge near Chipotle.

Traffic Counts & Signal Warrant Analyses

Perform 12-hr traffic counts at each of 5 signalized intersections within the limits of the TLCI grant (from West to East):

1. RTA Transit Center/Savers entrance
2. Glenbar
3. W. 210/Wagar
4. Westgate Mall entrance/Forestview
5. Northview/Linden

If authorized, we will also count traffic at the remaining 8 intersections along Center Ridge Road within the corporate limits of Rocky River and the CMAQ grant (from West to East):

1. Spencer
2. Giant Eagle/Honey Baked Ham
3. River Oaks/Westwood Town Center
4. Pease
- 5 TLCI Signalized Intersections itemized above
5. Rockport retail entrance
6. Lakeview
7. Goldengate/Wooster Park
8. Wooster

Following the completion of the traffic count data collection, LJB will perform traffic signal warrant analyses at each of the locations counted.

Center Ridge Complete Streets Project
December 14, 2018
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Traffic and Pedestrian Signal Coordination

LJB will plan for signal coordination to be via wireless methods, likely using spread spectrum radio or cellular modems. Signal improvements at the intersections identified above will be limited to new controllers and interconnection equipment in order to provide for coordination. System timings will also be prepared to identify the offset and splits for up to 4 time of day plans.

Alternate Bid Request, if needed

If necessary, submit an alternate bid request in accordance with ODOT TEM, Section 120-7. The alternate bid procedure has been established to permit a local agency to obtain a specific brand, feature or design of traffic control or lighting device for use on a project.

Pavement Markings and Signage

Pavement markings will be shown on the same sheet as Signing, to include:

- Location of pavement edges, number of lanes, lane widths, transitions, raised medians and all structures
- Directional arrows (one per lane) indicating the number of lanes
- Painted gores for merging and diverging roadways and any auxiliary markings
- High-visibility ladder-style crosswalks at Westgate Transit Center, W. 210/Wagar, Westgate Entrance/Forestview, and Northview/Linden intersections.

Inlaid pavement markings will also be studied to determine cost-effectiveness and increased visibility attributes.

Northview/Linden Intersection Improvements

Unique considerations for this intersection may include the installation of landscaped/hardscaped medians and the relocation of crosswalks.

Preliminary Layout

Conceptual layout sheets will be developed to locate the traffic signal features, curb ramps, channelization devices, pavement markings and existing/proposed right-of-way lines and construction limits. LJB will submit this layout to the City for review and approval prior to beginning Final Design. This layout will also be used for environmental clearance documents (completed by ODOT District 12) and for the public involvement meeting. LJB will provide the Preliminary Layout construction plans to all known utilities in the project area and coordinate with the utilities to identify design features to be relocated or removed.

Design Exception Requests, if needed

Submit any Design Exception Request(s) and supporting plan sheets to ODOT District 12, who will review and submit through the Office of Roadway Engineering Services for approval. Design Exception approval is required prior to the next stage submittal.

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December 14, 2018
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Construction Cost Estimate

A preliminary construction cost estimate will be accomplished at the conclusion of the Preliminary Engineering phase to determine the probable cost of construction, including a contingency factor to account for undefined items at this stage of plan development. This estimate may be used by Rocky River to determine if elements of the Final Design scope should be increased or decreased.

Perform Airway/Highway clearance analysis

The purpose of an Airway/Highway Clearance Analysis is to determine if a proposed project will encroach into the theoretical approach or traverse surfaces of an airport or heliport. Whenever a project is located within 20,000 feet of a public-use or military airport or heliport, an Airway/Highway Clearance Analysis must be performed. Documentation in accordance with ODOT L&D Volume 3, Section 1404 will be provided. Cleveland-Hopkins International Airport is located approximately 16,000 south of the Project site.

Final Design, Construction Plans & Specifications

Accepted elements of the Preliminary Engineering phase will be advanced through Final Design, resulting in construction plans and specifications to meet City and ODOT standards and requirements. The following sheets are expected to be included in the Construction Plans:

- Title sheet
- Plan sheets
- Notes sheet(s), including maintenance of traffic provisions
- General Summary (all quantities will be itemized and tabulated by funding source)
- Plan Detail sheets for the layout and detail of the channelization hardware
- Intersection details for intersections where curb ramps are being redesigned and channelizing islands are being placed
- Signal plan sheet including feature layout, phase diagram, and detector locations, if these features are impacted in design
- Interconnect Details - Provide any necessary details/notes for interconnected signals. System timings will be included.
- Maintenance of Traffic details will be described in plan notes and will require contractors to follow the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).

Other tasks included in the Final Design phase of work include:

- Prepare FAA Form 7460-1 for Airway/Highway Clearance.
- Update Systems Engineering Analysis for ITS projects
- Preparation of Bid Book
- Final Construction Cost Estimate

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Project Management

- **General Oversight** – LJB’s project manager will direct project activities in terms of budget and work planning, schedule and staff assignments. Project management processes will include initiating, planning, monitoring, controlling, and closing out the scope of work. This task also includes budgeting, billing, coordination and communication with Rocky River, and reporting activities throughout the duration of the project.
- LJB’s project manager will be the single point of contact between Rocky River and ODOT and NOACA to assure all communications are properly acted on, tracked and distributed.
- LJB will attend review meetings after each submittal to coordinate review comments and clarify the disposition.

Bidding Phase Services

- Respond to questions raised by bidders and assist City with issuing Addenda, including preparation of any revisions to Construction Documents
- Review Contractor Bids and make recommendation for award

ASSUMPTIONS

In preparing this scope of services, LJB has made the following assumptions:

- LJB intends to accomplish this design without a formal Stage 1 submittal as no horizontal or vertical alignment work is proposed. LJB aims to provide a Preliminary Layout in lieu of Stage 1 that will identify construction limits and utility impacts, and locate all proposed features. Construction plans will be provided at the Final Design submittal.
- LJB believes that a minimum of one-lane of traffic in each direction will be maintained at all times during construction. Maintenance of traffic will be accomplished via notes, a description of the sequence of construction, and reference to the applicable ODOT standard construction drawings.
- The construction of this project is expected to be sold by the City of Rocky River. The Construction Documents will therefore include information necessary for Rocky River to bid the project. LJB will prepare front end bid documents and ODOT LPA provisions if required.

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PROJECT SCHEDULE

LJB anticipates the following schedule:

Activity	Time to Complete Activity	Milestone Date
Scope Meeting with ODOT, NOACA, Cities & LJB	--	10/1/2018
Scope discussions with Cities begin		10/15/2018
LJB submit initial Scope & Cost Proposal		11/5/2018
Rocky River submit Proposal to City Council		12/17/2018
Rocky River City Council Approve Design Contract	42	1/28/2019
Authorization to Proceed	7	2/4/2019
Preliminary Layout submitted to City	60	4/5/2019
Stage 1 Submitted for Review	30	5/5/2019
Stage 1 Review by City, ODOT & NOACA complete	30	6/4/2019
Environmental Document Approved	Complete	7/25/18
Stage 2/3 Submitted for Review	60	8/3/2019
Stage 2/3 Review by ODOT & NOACA complete	30	9/2/2019
Final Tracings	30	10/2/2019
R/W and Utility Clearance by District	TBD	TBD
Environmental Clearance	TBD	TBD
Plan Package to C.O. (File Date)	14	10/16/2019
Sale Date (Bid Opening Date)	45	11/30/2019
Award Date	14	12/14/2019
Estimated Begin Construction	7	12/21/2019
Estimated End Construction	300	10/16/2020

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EXCLUSIONS

LJB has excluded the following items from our scope of services; however, these services can be provided under a separate fee agreement or as Additional Services if requested:

- Right of way plan development
- Right of way acquisition services
- Preparation of permit applications and/or related fees
- Construction Phase Services

TOTAL FEE (*Design Phase Services*)

LJB proposes to provide the above-referenced services for a Lump Sum fee of **\$68,000**.

OPTIONAL ADDITIONAL SERVICES

Construction Phase Services

- Attend bi-weekly Progress Meetings to answer any design-related questions
- Respond to Contractor Requests for Information
- Provide periodic on-site visits to monitor work progress and general compliance with construction documents

OPTIONAL ADDITIONAL SERVICES FEE (*Construction Phase Services*)

LJB proposes to provide the Construction Phase Services, as defined above, for a Lump Sum fee of **\$17,700**.

The attached "Design Hours Estimate" identifies our anticipated hours of labor to accomplish each task as we understand it. LJB is open to discuss any element of work with the City of Rocky River, should it appear that we misunderstood an element of the scope of work.

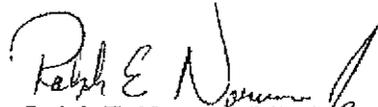
Thank you for the opportunity to submit this proposal. Please feel free to contact me with any questions you may have and to authorize this work at 216-586-3752 or DAlbrecht@LJBinc.com.

Sincerely,

LJB Inc



Dennis C. Albrecht, Jr., P.E.
Project Manager and Regional Office Manager



Ralph E. Norman, P.E., B.S.
Transportation Practice Leader

Attachments: – Design Hours Estimate
– Survey Limits graphic

DESIGN HOURS ESTIMATE
Center Ridge Complete Streets - Rocky River, OH

STAFF:	Principal	Project Manager	Lead Traffic Engineer	Senior Traffic Engineer	Traffic Engineer	Roadway Engineer	EDG	Survey	Task Sub-Total
Task 1 - Preliminary Engineering & Environmental Clearance									
Topographic Survey and Right of Way	0	0	0	0	0	0	0	114	
Transit Waiting Environment Improvements	0	4	0	0	0	12	0	0	
Public Involvement	0	4	8	0	0	0	0	0	
Crash Analysis and Channelization Design	0	0	0	4	8	0	0	0	
Traffic Counts & Signal Warrant Analyses	0	0	0	4	12	12	0	0	
Traffic and Pedestrian Signal Coordination	0	0	0	4	0	2	0	0	
Alternate Bid Request submittal, if needed	0	0	0	2	0	2	0	0	
Pavement Markings and Signage	0	0	0	8	0	2	0	0	
Update Signing Plan	0	0	0	4	0	2	0	0	
Northvlew/Linden Intersection Improvements	0	0	0	2	8	4	0	0	
Preliminary Layout	0	0	0	8	0	8	0	0	
Construction Cost Estimate	0	0	0	2	8	4	0	0	
Perform Airway/Highway Clearance Analysis	0	0	0	4	0	0	0	0	
TOTAL HOURS	0	8	8	42	36	48	0	114	256

Subtotal - Task 1 - Preliminary Engineering & Environmental Clearance Cost: **\$36,500**

Task 2 - Final Design, Construction Plans & Specs									
Plan development	0	0	2	12	28	14	0	0	
Bid book preparation	0	2	0	0	0	8	0	0	
Interconnect Details	0	0	2	12	20	0	0	0	
MOT Plans	0	0	0	0	0	12	0	0	
Prepare FAA Form 7460-1 for Arwy Clrnce	0	0	0	2	0	0	0	0	
Update SAE for ITS projects	0	0	2	4	6	0	0	0	
Final Construction Estimate	0	0	0	2	4	2	0	0	
TOTAL HOURS	0	2	6	32	58	36	0	0	134

Subtotal - Task 2 - Final Design, Construction Plans & Specs Cost: **\$19,000**

Task 3 - Project Management									
General Oversight and Coordination	0	8	0	0	0	32	0	0	
Monthly Reports	0	2	0	0	0	6	0	0	
Design-phase meeting coord. & attendance	0	16	16	0	0	0	0	0	
TOTAL HOURS	0	26	16	0	0	38	0	0	80

Subtotal - Task 3 - Project Management Cost: **\$18,500**

Task 4 - Bidding Phase Services									
Coord plan and specs reproduction	0	0	0	0	0	2	0	0	
Attend pre-bid meeting	0	0	0	0	0	2	0	0	
Respond to bidders questions	0	0	0	0	0	8	0	0	
Issue addenda	0	0	0	0	0	3	0	0	
TOTAL HOURS	0	0	0	0	0	15	0	0	15

Subtotal - Task 4 - Bidding Phase Services Cost: **\$2,000**

DESIGN HOURS TOTALS = \$87,000

Task 5 - Construction Phase Services (OPTIONAL ADDITIONAL SERVICES)									
Participate in pre-construction meeting	0	3	3	0	0	0	0	0	
Participate in Bi-weekly Progress Meetings	0	6	3	0	0	40	0	0	
RFI response	0	3	0	0	0	20	0	0	
Periodic site visits	0	0	0	0	0	28	0	0	
Project closeout & punchlist	0	1	12	0	0	4	0	0	
TOTAL HOURS	0	13	18	0	0	92	0	0	123

Subtotal - Task 5 - Construction Phase Services (OPTIONAL ADDITIONAL SERVICES) Cost: **\$17,700**

Proposed Pavement Survey Limits



Red lines illustrate approximate limits of pavement curb-to-curb survey, with expanded survey at intersections to include curb ramp areas.
Additional survey along W. 210/Wagar and at Northview/Uden to accommodate expanded design scope at these locations.

CITY OF FAIRVIEW PARK
ORDINANCE NO. 19-44
REQUESTED BY: CITY COUNCIL
SPONSORED BY: COUNCILMAN MCDONOUGH

AN ORDINANCE AUTHORIZING THE SUBMISSION TO THE ELECTORS OF THE CITY OF FAIRVIEW PARK THE PROPOSAL TO AMEND ARTICLE VII, SECTION 4. BOARD OF CONTROL OF THE CHARTER OF THE CITY OF FAIRVIEW PARK TO PROVIDE THAT ADD ALL MEMBERS OF COUNCIL BECOME MEMBERS OF THE BOARD OF CONTROL AND DECLARING AN EMERGENCY

WHEREAS, per Article XII of the Charter of the City of Fairview Park, Ohio (“Charter”), the Charter may be amended by Council, by the affirmative vote of at least a majority plus one of its members and submitted to the electors in accordance with the provisions of the Constitution and laws of Ohio; and

WHEREAS, the current Charter provides that the Mayor, a member of Council eligible to vote selected by the Council, and the directors of the several departments, established either by this Charter or by ordinance, shall constitute a Board of Control; and

WHEREAS, the City of Fairview Park wishes to ensure that elected officials will constitute a majority of the members of the Board of Control and have the opportunity to participate in decisions of the Board to conduct business in a manner that is as transparent as possible and that is best represents of the will of the citizenry.

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

SECTION 1. It shall be proposed to the electors of the City of Fairview Park to amend the Charter of the City of Fairview Park to repeal Article VII, Section 4. BOARD OF CONTROL.

SECTION 2. That the proposed amendment to Article VII, Section 4 read as follows:

ARTICLE VII
BOARDS AND COMMISSIONS

SECTION 4. BOARD OF CONTROL

The Mayor, ~~a member~~ **all members** of Council eligible to vote ~~selected by the Council~~, and the directors of the several departments, established either by this Charter or by ordinance, shall constitute a Board of Control. The Mayor shall be ex-officio president and shall appoint a secretary. The Board shall keep a journal of its proceedings. The voting shall be taken by yeas and nays and entered in the journal, and the vote of a majority of all of the members of the Board shall be necessary to adopt any question, motion, or order. All meetings of the Board shall be open to the public. The maximum amount of any contract which shall be entered into without the prior approval of the Board of Control shall not exceed the limitations set by State law. The Board shall have such further powers and perform such further duties as shall be prescribed by ordinance. (Amended 11-4-69.)

SECTION 3. That this amendment to the Charter of the City of Fairview Park shall be submitted to the electors pursuant to Articles XII and XIV of the Charter of the City of Fairview Park and in accordance with all other laws.

SECTION 4. That the forgoing proposed amendment to the Charter of the City of Fairview Park, on receiving at least a majority of the votes cast at the November 5, 2019 General Election, shall become effective immediately upon passage.

SECTION 5. That the Clerk of Council is authorized to promptly forward a certified copy of this Ordinance to the Cuyahoga County Board of Elections so that the Board of Elections shall cause an appropriate notice to be given of the election to be held on November 5, 2019 of the foregoing amendment to the Charter of the City of Fairview Park and otherwise to provide for the election in the manner provided by the general laws of the State of Ohio.

SECTION 6. That the Clerk of Council shall cause the full text of the proposed amendment to the Charter to be published once a week for two (2) consecutive weeks in a newspaper published in the City of Fairview Park, with the first publication being made at least fifteen (15) days prior to the General Election to be held November 5, 2019 as provided in Article XVIII, Section 9 of the Constitution of the State of Ohio, and Section 731.211 of the Ohio Revised Code.

SECTION 7. Spaces shall be provided on the ballot where the electors of the City of Fairview Park can indicate a “yes” or a “no” to the question submitted and that the ballot submitting the question of the adoption of the amendment shall read as follows:

**PROPOSED CHARTER AMENDMENT
CITY OF FAIRVIEW PARK**

A majority affirmative vote is necessary for passage

“Shall Article VII, Section 4. BOARD OF CONTROL of the Charter of the City of Fairview Park be amended to add all members of Council as members of the Board of Control?”

SECTION 8. 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 9. 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 this amendment can be place on the ballot at General Election of November 5, 2019; 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:
APPROVED:

1st reading: 08.12.19
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK
ORDINANCE NO. 19-39
REQUESTED BY: MAYOR EILEEN PATTON
SPONSORED BY: COUNCILMAN MCDONOUGH

AN ORDINANCE AUTHORIZING THE SUBMISSION TO THE ELECTORS OF THE CITY OF FAIRVIEW PARK THE PROPOSAL TO AMEND ARTICLE VIII, SECTION 6 OF THE CHARTER OF THE CITY OF FAIRVIEW PARK TO PROVIDE THAT PUBLIC BIDDING SHALL BE MADE WITH THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

WHEREAS, in September of 2018, the Mayor appointed nine (9) qualified electors to the 2018/2019 Charter Review Commission (“Commission”); and

WHEREAS, per Article XIV of the Charter, the Commission is charged with reviewing the Charter of the City of Fairview Park, Ohio (“Charter”), and recommending alterations, revisions and amendments, if any, to the Council; and

WHEREAS, per Article XIV of the Charter, the Council shall review the recommendations of the Charter Review Commission and approve or disapprove each individual recommendation. The Council thereafter shall submit to the electors any such proposed alterations, revisions, or amendments of this Charter it has approved by an affirmative vote of at least a majority plus one of its members pursuant to Article XII of this Charter at the next General Election; and

WHEREAS, the Charter currently provides that a public bid be awarded to the lowest and best bidder; and

WHEREAS, the Charter Review Commission recommends that public bidding be made with the lowest most responsive and responsible bidder.

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

SECTION 1. It shall be proposed to the electors of the City of Fairview Park to amend Article VIII, Section 6 of the Charter of the City of Fairview Park to provide that Council may authorize expenditure of funds without public bidding in the event of emergency or catastrophe to protect the public health, safety, welfare and property; that public bidding shall be made with the lowest responsive and responsible bidder; and that no expenditure of more than the current statutory limit prescribed by the State of Ohio be made, whether by public or otherwise, unless approved by ordinance of Council..

SECTION 2. That this amendment to the Charter of the City of Fairview Park shall be submitted to the electors pursuant to Articles XII and XIV of the Charter of the City of Fairview Park and in accordance with all other laws.

SECTION 3. That the proposed amendments to Article VIII read as follows:

ARTICLE VIII

FINANCES

SECTION 6. PUBLIC BIDDING.

The Council may authorize expenditures of the funds of the City in amounts exceeding that amount prescribed in Ohio Revised Code Chapter 735 for public bidding without public biddings, for the acquisition of real estate, for the discharge of non-contractual claims against the City, for personal services, for the joint use of facilities or exercise of powers with other political subdivision, or for the product or services of public utilities (including those municipally operated), but no other expenditures of more than that amount prescribed in Ohio Revised Code Chapter 735 for public bidding shall be made except pursuant to contract made with the lowest **RESPONSIVE AND RESPONSIBLE** ~~and best~~ bidder after public advertising and receipt of bids in the manner provided by ordinance.

SECTION 4. That the forgoing proposed amendment to the Charter of the City of Fairview Park, on receiving at least a majority of the votes cast at the November 5, 2019 General Election, shall become effective immediately upon passage.

SECTION 5. That the Clerk of Council is authorized to promptly forward a certified copy of this Ordinance to the Cuyahoga County Board of Elections so that the Board of Elections shall cause an appropriate notice to be given of the election to be held on November 5, 2019 of the foregoing amendment to the Charter of the City of Fairview Park and otherwise to provide for the election in the manner provided by the general laws of the State of Ohio.

SECTION 6. That the Clerk of Council shall cause the full text of the proposed amendment to the Charter to be published once a week for two (2) consecutive weeks in a newspaper published in the City of Fairview Park, with the first publication being made at least fifteen (15) days prior to the General Election to be held November 5, 2019 as provided in Article XVIII, Section 9 of the Constitution of the State of Ohio, and Section 731.211 of the Ohio Revised Code.

SECTION 7. Spaces shall be provided on the ballot where the electors of the City of Fairview Park can indicate a “yes” or a “no” to the question submitted and that the ballot submitting the question of the adoption of the amendment shall read as follows:

PROPOSED CHARTER AMENDMENT CITY OF FAIRVIEW PARK

A majority affirmative vote is necessary for passage

“Shall Article VIII, Section 6 of the Charter of the City of Fairview Park be amended to provide that public bidding shall be made with the lowest responsive and responsible bidder?”

SECTION 8. 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 9. 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 this amendment can be place on the ballot at General Election of November 5, 2019; 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:

1st reading: 08.05.19

APPROVED:

2nd reading: 08.12.19

3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrook, Clerk of Council

CITY OF FAIRVIEW PARK
ORDINANCE NO. 19-40
REQUESTED BY: STEVEN OWENS, DIRECTOR OF RECREATION
SPONSORED BY: COUNCILMAN MCDONOUGH

AN ORDINANCE AMENDING THE RENTAL REGULATIONS AND RATES FOR THE BAIN PARK PAVILION IN CHAPTER 923 OF THE CODIFIED ORDINANCES OF THE CITY OF FAIRVIEW PARK AND DECLARING AN EMERGENCY

WHEREAS, Chapter 923 of the Codified Ordinances of the City of Fairview Park (“City”) establish the management, operation, rules, and regulations for use of the Bain Park Cabin, Bain Park Pavilion, and the Dunson Community Room, pursuant to Ordinance 04-34, and as amended by Ordinance 11-41 and Ordinance 14-47; and

WHEREAS, per Chapter 923.08, only residents of the City of Fairview Park are permitted to rent the Bain Park Pavilion for use; and

WHEREAS, the City has been awarded Eighty-Nine Thousand Eight Hundred Eight Dollars (\$89,808) in Land and Water Conservation Fund (“LWCF”) monies for the construction of a new restroom at Bain Park to replace the existing restroom that is permanently closed due to its poor condition; and

WHEREAS, such funding is administered by the Ohio Department of Natural Resources and National Park Service, and is provided through the federal LWCF Act, which requires that political subdivisions maintain the entirety of parks for which LWCF funding is utilized as public recreation facilities in perpetuity; and

WHEREAS, to ensure compliance with the federal requirements of the LWCF grant, Chapter 923.08 must be modified to enable non-residents to rent Bain Park Pavilion.

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

SECTION 1. That Chapter 923.08 of the Codified Ordinances of the City of Fairview Park be amended to read in its entirety as follows:

"923.08 BAIN PARK PAVILION.

The Bain Park Pavilion is available for reservation ~~for Fairview Park residents only.~~ Permits are to be issued by the Director of Recreation, or his designee, ~~to qualified residents~~ on a first come, first serve basis. For residents, a nonrefundable application fee of fifty dollars (\$50.00) is part of the permit process. For non-residents, a nonrefundable application fee of eighty five dollars (\$85.00) is part of the permit process."

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 public peace, health, safety and welfare; and provided it received an 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:
APPROVED:

1st reading: 08.05.19
2nd reading: 08.12.19
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK

ORDINANCE NO. 19-41

REQUESTED BY: SHAWN LEININGER, DIRECTOR OF PUBLIC SERVICE AND DEVELOPMENT

SPONSORED BY: COUNCILMAN WOJNAR

AN ORDINANCE SUPPORTING AND AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE CUYAHOGA COUNTY PLANNING COMMISSION FOR THE 2019 CUYAHOGA COUNTY HEALTHY URBAN TREE CANOPY GRANT PROGRAM AND AUTHORIZING THE MAYOR TO ACCEPT ANY AWARDED GRANT FUNDS AND FILE ALL DOCUMENTS AND EXECUTE ALL AGREEMENTS NECESSARY TO RECEIVE ANY AWARDED GRANT FUNDS AND DECLARING AN EMERGENCY

WHEREAS, on July 1, 2019 the Cuyahoga County Planning Commission (“Cuyahoga County”) released applications for the Healthy Urban Tree Canopy Grant Program (“Program”), a competitive grant program that has been established to complement the efforts of the Cuyahoga County Department of Sustainability and the strategies published in the Cuyahoga County Climate Change Action Plan to combat the harmful effects of climate change and its impacts to residents; and

WHEREAS, the purpose of this grant program is to increase tree canopy and reduce the impacts of climate change in Cuyahoga County, and the program goals are to protect existing tree canopy, expand tree canopy in areas that are vulnerable, and establish new tree canopy; and

WHEREAS, the City of Fairview Park intends to submit an application for the Program to maintain and expand tree plantings within the public right-of-way and City parks;

WHEREAS, the Program provides ninety five percent (95%) reimbursement for project costs in an amount not to exceed Fifty Thousand Dollars (\$50,000), requiring the applicant to first expend funds and then request reimbursement from Cuyahoga County; and

WHEREAS, the required five percent (5%) local funding match can be fulfilled by utilizing in-kind labor; and

WHEREAS, applications for assistance must be submitted by Monday, July 29, 2019.

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 Council of the City of Fairview Park hereby authorizes the Mayor and City Administration to submit a grant application for the 2019 Healthy Urban Tree Canopy Program.

SECTION 2. That the requested grant amount shall not exceed Fifty Thousand Dollars (\$50,000).

SECTION 3. That ninety five (95%) of eligible project costs shall be paid for through grant funding on a reimbursement basis out of the General Fund (100).

SECTION 4. That the City's required five percent (5%) local funding match is to be paid out of the General Fund (100) or fulfilled through in-kind labor.

SECTION 5. That the Mayor and City Administration are authorized to file all documents and execute all agreements necessary to accept the award and receive any grant funds; and that the funds are appropriated solely for purposes described in this Ordinance.

SECTION 6. 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 7. That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of public peace, health, safety and welfare; and for the further reason that the application must be submitted by the September 9, 2019 deadline; and provided it received an 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:
APPROVED:

1st reading: 08.05.19
2nd reading: 08.12.19
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK
ORDINANCE NO. 19-42
REQUESTED BY: MAYOR EILEEN ANN PATTON
SPONSORED BY: COUNCILMAN WOJNAR

AN ORDINANCE INSTITUTING AN EMPLOYEE VOLUNTARY LEAVE DONATION POLICY AND DECLARING AN EMERGENCY

WHEREAS, on occasion, employees wish to voluntarily provide assistance to coworkers by donating sick leave hours to employees in critical need of leave due to a serious health condition of the employee or a member of the employee's immediate family; and

WHEREAS, the City of Fairview Park wishes to establish a policy by which its employees may donate sick hours to their coworkers who are in critical need of leave.

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 City of Fairview Park hereby adopts this "Voluntary Leave Donation Policy:"

VOLUNTARY LEAVE DONATION POLICY

Employees of the City of Fairview Park may donate leave to another city employee who is otherwise eligible to accrue and use sick leave. The purpose of the voluntary leave donation program (the "Program") is to allow employees to voluntarily provide assistance to coworkers who are in critical need of leave due to serious illness of the employee or a member of the employee's immediate family.

Definition of Terms:

1. Leave is sick hours only. Vacation, Compensatory Time, or Holiday hours cannot be donated.
2. Family Member
 - a. Spouse
 - b. Children/Stepchildren
 - c. Parents
 - d. Brothers and sisters
 - e. Any individual related by blood who resides within the employee's household
3. Leave Donor is an eligible employee who voluntarily submits a request to transfer accumulated unused sick leave to a leave recipient.
4. Leave Recipient is an active employee for whom an application to receive donated sick leave has been approved.

5. Serious Health Condition is a serious medical condition which requires a prolonged absence from work.

Leave Share Procedures

1. Leave Recipient.

An employee or personal representative of the employee shall complete a form seeking shared leave eligibility. The form shall be submitted to his/her Director's office along with a certification from a physician briefly describing the nature, severity and anticipated duration of the Serious Health Condition. The Leave Recipient may be required to provide additional information if requested. The Mayor will review and approve all requests prior to the transfer being processed.

2. Leave Donation.

Employees donating leave ("Leave Donor") must comply with the following:

- 1) Provide name of the intended Leave Recipient.
- 2) Retain minimum sick leave balance of 160 hours after the proposed donation.
- 3) Donate leave in increments of eight (8) hours.
- 4) Maximum hours transferred from Leave Donor to Leave Recipient cannot exceed eighty (80) hours.
- 5) Leave Donor understands and acknowledges that sick leave is donated voluntarily and will not be returned.
- 6) Leave Donor will verify all of the foregoing in writing.

Leave Donation Program Administration

The Program shall be administered by the Finance Department. The Program shall be administered on a pay period basis. The Leave Recipient shall be considered on active pay status and shall accrue leave and be entitled to any benefits to which they would otherwise be entitled. Leave accrued while using donated leave will be applied, if necessary, before additional donated leave may be received. Donated leave will be considered sick leave and shall under no circumstances be converted to a cash benefit.

Termination of Serious Health Condition

Upon termination of the Serious Health Condition, no further transfers may be granted. A Serious Health Condition affecting the recipient shall be considered terminated:

1. When the Leave Recipient terminates employment with the City of Fairview Park.
2. At the end of the pay period in which the Finance Department receives written notification from the Leave Recipient that the Leave Recipient is no longer affected by a Serious Health Condition.
3. At the end of the pay period in which the Finance Department determines when the Serious Health Condition has been sufficiently resolved.

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 immediately acknowledge receipt of the grant funds, 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:
APPROVED:

1st reading: 08.05.19
2nd reading: 08.12.19
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council