



CITY OF FAIRVIEW PARK
CITY COUNCIL MEETING
AGENDA

TUESDAY, SEPTEMBER 3, 2019
COUNCIL MEETING

6:45 p.m. - Study Session – Council Caucus Room

7:00 p.m. - Council Meeting – Council Chambers

Meeting Called to Order

Moment of Silent Prayer | Pledge of Allegiance

Roll Call

Disposition of Minutes

Regular Meeting of Council August 19, 2019

Legislation on First Reading

COUNCILMAN WOJNAR

Res. 19-__ | 2020 Tax Rate Resolution

Audience Input on Legislation Up For Passage

Legislation on for Passage Without Three Readings

COUNCIL PRESIDENT KILBANE

Res. 19-__ | Recognizing September 13-22, 2019 as Welcoming Week

COUNCILMAN WOJNAR

Ord. 19-__ | Weed Cutting Charges for Certain Properties

Legislation on for Third Reading/Final Passage

COUNCILMAN MINEK

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

COUNCILMAN MCDONOUGH

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

Reports and Communications from Mayor, Directors and Other City Officials

Public Session

Miscellaneous Business and Reports from Council

Adjournment

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



UPCOMING MEETINGS OF COUNCIL

MON., SEPT 9	Committee Meeting	7:00 p.m.	Council Chambers
MON., SEPT 16	Council Meeting	7:00 p.m.	Council Chambers
MON., SEPT 23	Committee Meeting	7:00 p.m.	Council Chambers
MON., OCT 7	Council Meeting	7:00 p.m.	Council Chambers

1
2 **MINUTES OF THE REGULAR MEETING OF FAIRVIEW PARK CITY COUNCIL**
3 **MONDAY, AUGUST 19, 2019**
4

5 The regular meeting of Council was called to order by Council President Kilbane at 8:23 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 amend the agenda to remove Ordinance 14-44 from legislation up for second
18 reading.

19 Moved and Seconded.

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

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

22
23 THE CHAIR made a motion to approve the minutes of the regular meeting of August 5, 2019.

24 Moved and Seconded.

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

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

27
28 THE CHAIR made a motion to approve the minutes of the special meeting of August 12, 2019.

29 Moved and Seconded.

30 COUNCILMAN SMITH made a motion to amend the minutes between line numbers 65-67 to reflect that
31 Councilman Wojnar placed legislation up for second reading.

32 Moved and Seconded.

33 ROLL ON MOTION TO AMEND: Vote: YES-6, NO-0 | Motion carried.

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

35 ROLL ON MOTION TO APPROVE AMENDED MINUTES: Vote: YES-6, NO-0 | Motion carried.

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

37
38 **COMMITTEE REPORTS**

39 COUNCILMAN MINEK reported that The Environment, Public Works, Planning, Zoning & Development
40 Committee met this evening, Monday, August 19, 2019 at 7 PM to discuss **Ordinance 19-43**, Authorizing
41 Agreement for Implementation of Center Ridge Rd. Complete Streets Project. Public Service/Development
42 Director Leininger and Law Director Gibbons participated in the discussion. This legislation is an agreement
43 between our City which received a grant of \$159,000.00 from Northeast Ohio Areawide Coordinating
44 Agency's Transportation for Livable Communities Initiative (TLCI) and the City of Rocky River which
45 received a grant of \$298,000.00 in Congestion Mitigation & Air Quality (CMAQ) funding by NOACA. The
46 two grants were applied for on October 6, 2017, to implement a project for signal upgrades, bus shelter
47 enhancements, intersection reconfiguration for safety, intersection enhancements including new crosswalks,
48 replacement of curb ramps to meet ADA requirements and countdown pedestrians signal heads and
49 landscaping improvements that promote pedestrian activity. City of Rocky River is serving as the lead
50 agency to manage the project and administer CMAQ and TLCI grant funds. Exhibit A attached to the

51 ordinance explains fully the agreement between the cities. Motion to place Ordinance 19-43 on second
52 reading & subsequent 3rd reading was approved 6-0. This completes my report.

53
54 COUNCILWOMAN WERING reported that the Local Government and Community Services Committee
55 met this evening, August 19, 2019 to discuss **Ordinance 19-44**, which amends Charter Article 7, Section 4
56 – Board of Control. Several things were discussed, the ordinance currently before council which would
57 change the Board of Control makeup to include all members of Council. There was discussion about whether
58 that would be something that can be done, to change to just three members, or whether to defunct back to
59 the recommendation of abolishing the Board of Control. This ordinance was decided on a vote of 6-0 to
60 remain in committee

61 The Local Government and Community Services committee met again on Monday August 12th starting at 7
62 PM. The Committee discussed **Ordinance 19-39**, Amending the Charter to change the Public Bidding
63 Language. No new discussion was had regarding the ordinance, and it was placed on 2nd reading, subsequent
64 3rd by a vote of 5-0. The committee also discussed **Ordinance 19-40**, which is amending Chapter 923 Bain
65 Park Pavilion rental. Mayor Patton updated the Committee that currently there is a sign on the pavilion that
66 says, “Fairview Park Residents Only.” However, to qualify Bain Park and the pavilion for federal dollars,
67 the park must be open to all people regardless of residency. This ordinance provides for an update to policy
68 to allow outsiders rental privileges at a higher cost than Fairview Park residents and also allows Fairview
69 Park to accept federal grant dollars for park improvements. Residential rental fee will be \$50. Non-resident
70 rental fees are \$85. Ordinance 19-40 was placed on 2nd reading, subsequent third by a vote of 5-0. The Local
71 Government and Community Services committee ended at 7:07 PM.

72 The Local Government and Community Services Committee also met on Monday August 5th starting at 7:01
73 PM. The committee discussed the **issue of Codified Ordinances and Charter Review** for the discussion of
74 a potential Charter amendment to the Board of Control, discussing three options. The first was to eliminate
75 the Board altogether and award bids through Council passing ordinances. The second was to maintain the
76 Board of Control as-is. And the third was to add all 7 members of Council to the Board of Control. Issues
77 discussed included the speed of decision making by each of these alternatives, the makeup of elected officials
78 vs. appointed officials having the majority of the vote in each of these alternatives, issues of transparency in
79 each of these alternatives, and the size and shape of City government in each of these alternatives. A motion
80 was made to create legislation for the November ballot recommending the alternative of eliminating the
81 Board of Control altogether. The motion failed 2 – 4. A second motion was made to create legislation for
82 the November ballot recommending the alternative of adding all members of Council to the Board of
83 Control, and that motion passed 6-0. The Local Government & Community Services Committee ended at
84 7:26 PM.

85
86 COUNCILMAN SMITH reported that the Finance Committee met on Monday, August 12 at 7:08 pm. In
87 attendance with Council was Finance Director Greg Cingle, Service Director Shawn Leininger, Law Director
88 Joe Gibbons and Mayor Patton. The following items were discussed: **Ordinance 19-38** supplements 2019
89 appropriations for city expenses through December 31, 2019. This ordinance was previously discussed in
90 detail with Director Cingle in committee. Council had no further questions and a motion to place on 3rd
91 reading and final passage passed by a vote of 5-0. **Ordinance 19-41** authorizes the submission of an
92 application to the County for the Healthy Urban Tree Canopy Program. Director Leininger explained that
93 this is a new grant program offered by the County to plant trees throughout the county. Executive Fairview
94 is in the top among the top 17 of the 59 communities for tree canopies, but may prove a hardship when
95 applying for grants as others have more dire needs. The grant would help to plant trees on streets and parks
96 and along Lorain Road. Trees would go in existing wells currently, and would be planted by city staff in the
97 fall, which would more than cover the 5% match. It was explained that the application supplement window
98 was extended by the County due to a short timeline when the grant information was released. A motion to
99 place on 2nd reading and subsequent third was approved by a vote of 5-0. **Ordinance 19-42** establishes a
100 written policy for employees to voluntarily donate leave time for other employees who may run out. Mayor
101 Patton said that the program has been in place for the last 20 years through employee-specific Memorandums

102 of Understandings in the city’s collective bargaining unit, but it was suggested that it be put in ordinance
103 form. It has been used by 2 employees in the past. Leave time can be donated across departments and is
104 deducted from sick leave to sick leave in 8 hour increments. Donated time cannot be reclaimed or cashed
105 out once given. Language from Family Medical Leave Act Law (FMLA) was used for family definitions in
106 the policy. A motion to place on 2nd reading and subsequent third was approved by a vote of 5-0.
107 The Finance Committee ended at 7:25 pm

108

LEGISLATION ON SECOND READING

109 COUNCILMAN MINEK placed the following legislation up for second reading:

110 ORDINANCE NO. 19-43

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

112 SPONSORED BY: COUNCILMAN MINEK

113 *AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE CITY OF*
114 *ROCKY RIVER TO IMPLEMENT THE CENTER RIDGE ROAD COMPLETE STREETS PROJECT*
115 *FUNDED BY THE NORTHEAST OHIO AREAWIDE COORDINATING AGENCY AND DECLARING AN*
116 *EMERGENCY*

117 ACTION: Ordinance 19-43 was placed on second reading and subsequent third reading.

118

119

AUDIENCE INPUT ON LEGISLATION UP FOR PASSAGE

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121

LEGISLATION ON THIRD READING AND FINAL PASSAGE

122 COUNCILMAN MCDONOUGH placed the following legislation up for third reading and final passage.

123 ORDINANCE NO. 19-39

124 REQUESTED BY: MAYOR EILEEN PATTON

125 SPONSORED BY: COUNCILMAN MCDONOUGH

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

130 Moved and Seconded.

131 THE CHAIR asked for any discussion before passage.

132 COUNCILMAN SMITH made a motion to amend to add the existing language in the last paragraph that
133 says “No expenditure of more than fifteen thousand dollars (\$15,000.00) shall be made, whether by public
134 bid or otherwise, unless approved by ordinance of Council.

135 Moved by the CHAIR.

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

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

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

139 ROLL ON PASSAGE: Vote: YES-6, NO-0 | Motion carried, Ordinance 19-39 Amended passes.

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

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142

143 ORDINANCE NO. 19-40

144 REQUESTED BY: STEVEN OWENS, DIRECTOR OF RECREATION

145 SPONSORED BY: COUNCILMAN MCDONOUGH

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

149 Moved and Seconded.

150 THE CHAIR asked for discussion before passage. No Discussion.

151 ROLL ON PASSAGE: Vote: YES-6, NO-0 | Motion carried, Ordinance 19-40 passes.

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

153
154 COUNCILMAN SMITH placed the following legislation up for third reading and final passage.
155 ORDINANCE NO. 19-41
156 REQUESTED BY: SHAWN LEININGER, DIRECTOR OF PUBLIC SERVICE AND DEVELOPMENT
157 SPONSORED BY: COUNCILMAN WOJNAR
158 *AN ORDINANCE SUPPORTING AND AUTHORIZING THE SUBMISSION OF AN APPLICATION TO*
159 *THE CUYAHOGA COUNTY PLANNING COMMISSION FOR THE 2019 CUYAHOGA COUNTY*
160 *HEALTHY URBAN TREE CANOPY GRANT PROGRAM AND AUTHORIZING THE MAYOR TO ACCEPT*
161 *ANY AWARDED GRANT FUNDS AND FILE ALL DOCUMENTS AND EXECUTE ALL AGREEMENTS*
162 *NECESSARY TO RECEIVE ANY AWARDED GRANT FUNDS AND DECLARING AN EMERGENCY*
163 Moved and Seconded.

164 THE CHAIR asked for discussion before passage. No Discussion.
165 ROLL ON PASSAGE: Vote: YES-6, NO-0 | Motion carried, Ordinance 19-41 passes.
166 YES: B. McDonough, B. Minek, M. Kilbane, S. Wering, A. Russo and T. Smith

167
168 ORDINANCE NO. 19-42
169 REQUESTED BY: MAYOR EILEEN ANN PATTON
170 SPONSORED BY: COUNCILMAN WOJNAR
171 *AN ORDINANCE INSTITUTING AN EMPLOYEE VOLUNTARY LEAVE DONATION POLICY AND*
172 *DECLARING AN EMERGENCY*
173 Moved and Seconded.
174 THE CHAIR asked for discussion before passage. No Discussion.
175 ROLL ON PASSAGE: Vote: YES-6, NO-0 | Motion carried, Ordinance 19-42 passes.
176 YES: B. McDonough, B. Minek, M. Kilbane, S. Wering, A. Russo and T. Smith

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178 **REPORTS AND COMMUNICATION FROM THE MAYOR, DIRECTORS, AND OTHER CITY**
179 **OFFICIALS**

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181 No reports from the Administration.

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183 **PUBLIC SESSION**

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185 **MISCELLANEOUS BUSINESS AND COMMENTS BY MEMBERS OF COUNCIL**
186 COUNCILMAN MCDONOUGH reported that the Shade Tree Advisory Committee will be having a work
187 party on Saturday August 24 beginning at noon and ending around 2 PM. They will be assemble in Grannis
188 Park at the shelter and work will include reinforcing and adding deer guards, straightening stakes, adding
189 mulch, and some young tree pruning. He said that family and friends are welcome and encouraged to bring
190 gloves, hammers, and garden shears are helpful. COUNCILMAN MCDONOUGH thanked Penn Berens,
191 who is a Certified Tree Steward from the Western Reserve Land Conservancy, has a Bachelors Certificate
192 in Urban Forestry, a member of the Shade Tree Advisory Committee and a Fairview Park resident. He
193 encouraged anyone who has not yet been to see Grannis Park to do so, He said it is a wonderful park and
194 lauded how the city was able to leverage city funds and state grants to develop the park. He commended the
195 Service Department for work done in the park and recent tree pruning that was done in Ward 1.

196
197 COUNCILMAN SMITH announced that Fairview School return on September 5. He thanked the Recreation
198 Center for the movie series and hopes it continues in the future. Mary Poppins was the final film shown for
199 the summer. He said that he is excited to drive down Lorain Road and seeing the streetscape project coming
200 along. He is hopeful that it will bring business and activity along Lorain Road.
201

202 THE CHAIR said that he walked in his building to find two women performing CPR to an infant in distress.
203 He acknowledged the quick response of the Police and Fire Departments and thanked them for what they do
204 every day.

205
206 THE CHAIR entertained a motion to adjourn the regular meeting with no further business.
207 Moved and Seconded.

208 ROLL ON MOTION: Vote: YES-6, NO-0 | Meeting adjourned at 8:43 p.m.

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

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Michael P. Kilbane, President of Council

Liz L. Westbrooks, Clerk of Council

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Eileen Ann Patton, Mayor

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CITY OF FAIRVIEW PARK

RESOLUTION NO. 19-__

REQUESTED BY: GREG CINGLE, FINANCE DIRECTOR

SPONSORED BY: COUNCILMAN WOJNAR

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER

(CITY COUNCIL)

Revised Code, Secs. 5705.34-5705.35

The Council of the City of Fairview Park, Cuyahoga

County, Ohio, met in Regular session on the day of (Regular Or Special)

2019, at the office of City Council Chambers with the following members

- present: BRIAN McDONOUGH, Ward 1
WILLIAM MINEK, Ward 2
PAUL WOJNAR, Ward 3
SARAH WERING, Ward 4
ANGELO RUSSO, Ward 5
TODD SMITH, Council At-Large
MICHAEL KILBANE, Council President

Mr./Mrs. moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st,

2020; and

WHEREAS, The Budget Commission of Cuyahoga County, Ohio, has certified its action thereon to this Council together with an estimate by the County Fiscal Officer of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the City of Fairview Park, Cuyahoga County, Ohio, that the amounts and rates, as determined

by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION AND COUNTY FISCAL OFFICER'S ESTIMATED TAX RATES

FUND	Amount to Be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Commission Inside 10 M. Limitation	County Fiscal Officer's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund			3.33	5.00
General Bond Retirement Fund				0.00
Police Pension			0.30	
Park Fund				0.00
Recreation Fund				1.00
Fire Pension Fund			0.30	
Permanent Improv. Fund				0.87
Fire Fund				1.00
TOTAL	\$0	\$0	3.93	7.87

CERTIFICATE OF COPY
ORIGINAL ON FILE

The State of Ohio, Cuyahoga County, ss.

I, Liz L. Westbrooks, Clerk of the Council of the City

of Fairview Park within and for said County, and in whose custody the Files
and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby
certify that the foregoing is taken and copied from the original _____

THIS IS THE ORIGINAL

now on file, that the foregoing has been compared by me with said original document,
and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20____

Liz Westbrooks, Clerk of Council

PASSED:
APPROVED :

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

No. _____

COUNCIL OF THE CITY OF

FAIRVIEW PARK

CUYAHOGA County, Ohio.

RESOLUTION
ACCEPTING THE AMOUNTS AND RATES
AS DETERMINED BY THE BUDGET
COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING
THEM TO THE COUNTY FISCAL OFFICER
(City Council)

Adopted _____, 20 ____

Liz L. Westbrooks , Clerk of Council

Filed _____, 20 ____

County Fiscal Officer
By _____
Deputy

CITY OF FAIRVIEW PARK
RESOLUTION NO. 19-__
REQUESTED AND SPONSORED BY: COUNCIL PRESIDENT KILBANE

A RESOLUTION RECOGNIZING SEPTEMBER 13-22, 2019 AS WELCOMING WEEK AND
DECLARING AN EMERGENCY

WHEREAS, this Council proudly recognizes the national event of Welcoming Week, September 13-September 22, 2019; and

WHEREAS, this will be a special week with a series of events hosted by Global Cleveland that will bring communities together to celebrate their unity and strong connection with each other, and applaud the benefits of welcoming newcomers to our community, and

WHEREAS, Global Cleveland will begin the week with their "Welcoming the World" campaign- an exciting and fun way to showcase Cleveland and the surrounding area as Global Friendly cities. This campaign will debut September 13 and last for one month, and

WHEREAS, through Welcoming the World, Global Friendly corporations and organizations share their global story through decals on their windows, floors, elevators, etc. These will showcase the company or organization as a diverse, inclusive, and global friendly employer to the world, and

WHEREAS, it is important to recognize the efforts of newcomers in Ohio because it is part of our present and an important part of our past, and

WHEREAS, Ohio has thrived because of international newcomers. The population decline of Northeast Ohio from 1970-2013 has been mitigated by the continuous influx of foreign-born persons who have helped Ohio to grow and develop, and

WHEREAS, most international newcomers have a bachelor's degree or higher. The Migration Policy Institute found that in 2017 49.5% of foreign-born workers have a higher education degree as compared with 33.1% of the native-born population, and

WHEREAS, the spending power of refugees and immigrants are in the billions, which significantly outweighs the cost of public services they incur, and

WHEREAS, according to the New American Economy immigrant households in Cleveland have \$3.1 billion in spending power and refugee households have \$819 million in spending power. These households also contribute to our federal, state, and local tax bases each year, and

WHEREAS, international students have financially contributed over \$1.1 billion in 2018 to the state's economy, making Ohio the 3th most benefited state by foreign students. International students are required to pay full tuition which is three times as much, on average, as a local student, and they are not eligible for financial aid. The economic benefit is very clear and these students also help support jobs which require their unique skills and higher education degrees, and

WHEREAS, according to National Association of Foreign Student Advisors in 2018 international students in Ohio helped support over 14,000 jobs and the state was able to about one-third of international students post-graduation, and

WHEREAS, Cleveland has a plethora of institutions, organizations and companies, that work together to integrate newcomers, and

WHEREAS, with ample support from City of Cleveland and other institutions, Cleveland now has more than 31 cultural gardens -designed and cultivated by distinct cultural or nationality groups. Cleveland Cultural Gardens represent the diversity and multiculturalism in Cleveland and holds mission of "peace through mutual understanding". This has helped people living in Cleveland

become interculturally competent, unprejudiced and more welcoming towards international newcomers. This benefits the city and the state through the impact these newcomers have socially, economically and culturally, and

WHEREAS, as we continue with these efforts, we can continue to transform Cleveland into an international hub of innovation, we can embrace and cultivate a culture of inclusion and shared prosperity; and we can create a platform for internationalization and economic growth, and

WHEREAS, Global Cleveland's "Welcoming the World" Campaign plays a huge part in continuing the momentum built around shared prosperity in our society, community, city and state, and

WHEREAS, through these efforts Global Cleveland proceeds with its mission to attract, welcome and connect international newcomers to economic and social opportunities in Cleveland and Cuyahoga County. We are 'Strengthening Our Communities - By Welcoming Our World'.

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

SECTION 1: That we, Fairview Park City Council, recognize the social, economic and culture that newcomers bring, and join Global Cleveland and its advocates in declaring September 13-22, 2019 as Welcoming Week.

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

SECTION 3: That this Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED:
APPROVED:

1st reading:
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-
REQUESTED BY: MAYOR EILEEN ANN PATTON
SPONSORED BY: COUNCILMAN WOJNAR

AN ORDINANCE MAKING A WRITTEN RETURN TO THE FISCAL OFFICER OF CUYAHOGA COUNTY, OHIO, FOR CHARGES FOR THE SERVICES OF THE CITY OF FAIRVIEW PARK, OHIO, FOR CUTTING WEEDS ON CERTAIN PARCELS OF LAND DESCRIBED HEREIN, AND AUTHORIZING SAID CHARGES TO BE PLACED UPON THE TAX DUPLICATE AND COLLECTED AS OTHER TAXES PURSUANT TO SECTION 731.54 OF THE REVISED CODE OF OHIO, AND DECLARING AN EMERGENCY

WHEREAS, in accordance with and upon written information that noxious weeds were growing on the following parcels of land within the City of Fairview Park:

PERMANENT PARCEL NO.	LOCATION
322-02-074	20922 Parklane Drive
323-29-030	3400 Glenbar Drive
321-13-048	4336 West 224 Street
323-16-041	19845 Henry Rd
323-25-062	20893 Belvidere Ave
331-12-003	5840 West 224 Street
323-28-005	21581 Center Ridge Road
331-15-001	22744 Mastick Road
331-32-011	21900 Brookpark Road
323-26-009	21372 Northwood Avenue
321-07-056	4087 West 220 Street

and that said weeds were about to spread or mature seeds, the Council of the City of Fairview Park, Ohio, has heretofore authorized the Director of Public Service and Development to notify said owners by written notice that said weeds were to be cut within forty-eight (48) hours after receipt thereof; and

WHEREAS, the Director of Public Service and Development caused written notices to be sent to the aforesaid property owners by posting a notice on the property and/or by ordinary mail, notifying said owners to cut said weeds; and

WHEREAS, said owners failed to comply with said notices within the time allotted herein and the Council of this City authorized the Director of Public Service and Development to cause said weeds to be cut and destroyed; and

WHEREAS, said weeds were cut by said City on the aforesaid parcels of land; and

WHEREAS, the City expended the sum hereinafter set forth necessary labor and equipment or contracted for cutting and destroying said weeds; and

WHEREAS, the City has complied with the requirements of Section 731.51 to 731.53 of the Ohio Revised Code of the State of Ohio.

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

SECTION 1. That the Director of Finance for the City of Fairview Park is hereby authorized to pay the total of the sums of money hereinafter set forth out of funds not otherwise appropriated to cover the cost and expenses of cutting noxious weeds on the parcels and land herein defined.

SECTION 2. That, in accordance with Section 731.54 of the Revised Code of the State of Ohio, the Council of the City of Fairview Park, Ohio hereby makes and this ordinance shall be considered as its written return to the Fiscal Officer of Cuyahoga County, Ohio, of its actions under Section 731.54 to and including Section 73 1.53 of the Revised Code of the State of Ohio.

SECTION 3. That copies of the statements of charges of the services of the City of Fairview Park, and the amounts paid for performing such labor, including overhead, for cutting weeds on the respective parcels of land described herein, are attached hereto, marked Exhibit "A"; and considered a part hereof as if rewritten herein.

SECTION 4. That the description of the premises on which said weeds were cut are as heretofore set forth in the preamble hereof, and the respective charges for said services on the following permanent parcels are as follows:

PERMANENT PARCEL NO.	CHARGES
322-02-074	\$100
323-29-030	\$100
321-13-048	\$100
323-16-041	\$400
323-25-062	\$300
331-12-003	\$100
323-28-005	\$100
331-15-001	\$300
331-32-011	\$100
323-26-009	\$100
321-07-056	\$100

SECTION 5. That, in accordance with Section 731.54 of the Revised Code of Ohio, the Fiscal Officer of Cuyahoga County, Ohio be and is hereby authorized and directed to enter the aforesaid charges upon the tax duplicate of the hereinbefore described parcels of land as liens upon said parcels of land, and such items shall be collected as other taxes and returned to the City of Fairview Park, Ohio with general fund revenue.

SECTION 6. That the Clerk of Council is hereby directed to forward a certified copy of this Ordinance to the Fiscal Officer of Cuyahoga County.

SECTION 7. 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 8. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare and for the further reason that it is immediately necessary to certify this amount to the County Fiscal Officer for collection before September 9, 2019, for the benefit of the residents of the City of Fairview Park; and provided it receives the affirmative vote 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:
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. 19-43

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: 08.19.19
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
Page 2

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.

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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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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.

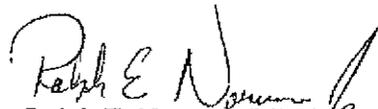
Thank you for the opportunity to submit this proposal. Please feel free to contact me with any questions you may have and to authorize this work at 216-586-3752 or DAlbrecht@LJBinc.com.

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. 19-39 **AMENDED**
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.

No expenditure of more than fifteen thousand dollars (\$15,000.00) shall be made, whether by public bid or otherwise, unless approved by ordinance of Council.

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: 08.19.19
APPROVED: 08.20.19

1st reading: 08.05.19
2nd reading: 08.12.19
3rd reading: 08.19.19

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council