



CITY OF FAIRVIEW PARK
CITY COUNCIL MEETING
AGENDA

MONDAY, OCTOBER 28, 2019

COMMITTEE MEETING
7:00 pm
Council Caucus Room

MEETING CALLED TO ORDER

LOCAL GOVERNMENT AND COMMUNITY SERVICES – Councilman McDonough, Chair

Ord. 19-50 | Enacting Chapter 704 Housing Protections for Domestic Violence Victims & Affected Landlords

FINANCE COMMITTEE – Councilman Wojnar, Chair

Ord. 19-46 | Contract with McGowan and Company for City Insurance

Ord. 19-48 | Authorizing Disposal of Dilapidated Obsolete Equipment from Various Departments

Ord. 19-51 | Authorizing Agreement for City Street Tree Inventory & Management Plan

Ord. 19-52 | Authorizing Contract for Wastewater Collection System Operator Services

Ord. 19-53 | Authorizing Agreement with Software Solutions Inc. for Finance Department

Ord. 19-__ | Supporting Application to OPWC for RRWTP Final Clarifier Rehabilitation Project

BOARD & COMMISSIONS REPORTS

ROUNDTABLE

SPECIAL COUNCIL MEETING

Immediately following Committee Meeting

Meeting Called to Order | Moment of Silent Prayer

Pledge of Allegiance

Roll Call

Written Communications, Petitions and Claims (must be related to the subject (s) to be considered)

Audience Input on Legislation Up For Passage

Legislation on for Passage Without Three Readings

Ord. 19-__ | Supporting Application to OPWC for RRWTP Final Clarifier Rehabilitation Project

Legislation on for Third Reading/Final Passage

Ord. 19-46 | Contract with McGowan and Company for City Insurance

Ord. 19-47 | 2019 Municipal Grant Application and Administration

Ord. 19-48 | Authorizing Disposal of Dilapidated Obsolete Equipment from Various Departments

Adjournment

****Pursuant to Fairview Park Charter Article 4, Section 7(b) and Council Rule 5, no other subject(s) will be considered**

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

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UPCOMING MEETINGS OF COUNCIL

MON. NOV 4	Council Meeting	7:00 p.m.	Council Chambers
MON. NOV 11	Committee Meeting	7:00 p.m.	Council Caucus Room
MON. NOV 18	Council Meeting	7:00 p.m.	Council Chambers
MON. NOV 25	Committee Meeting	7:00 p.m.	Council Caucus Room
MON. DEC 2	Council Meeting	7:00 p.m.	Council Chambers

CITY OF FAIRVIEW PARK
ORDINANCE NO. 19-50
REQUESTED AND SPONSORED BY: COUNCILMAN MCDONOUGH

AN ORDINANCE ESTABLISHING CHAPTER 704 OF THE CODIFIED ORDINANCES OF THE CITY OF FAIRVIEW PARK TO CREATE HOUSING PROTECTIONS FOR VICTIMS OF DOMESTIC VIOLENCE AND AFFECTED LANDLORDS

WHEREAS, the Ordinances stand to be revised in order to create housing protections for victims of domestic violence residing in Fairview Park and landlords owning property in the city, in view of the fact that the General Assembly has failed to create these protections statewide.

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

SECTION 1. That new Chapter 704, titled Lease Protections for Domestic Violence Victims and Landlords, of the Codified Ordinances of the City of Fairview Park, Ohio, shall be enacted to read as follows:

CHAPTER 704
Lease Protections for Domestic Violence Victims and Landlords

- 704.01 Definitions; termination of tenancy; prohibitions.
- 704.02 Obligation to change lock.
- 704.03 Confidentiality.
- 704.04 Domestic violence conviction.
- 704.99 Penalty.

704.01. DEFINITIONS; TERMINATION OF TENANCY; PROHIBITIONS.

(a) As used in this section and section 704.02:

(1) “Domestic violence” has the same meaning as in section 3113.31 of the Revised Code.

(2) “Household member” means an individual who meets either of the following requirements:

(A) The individual is one of the following and is specifically identified in the lease agreement:

- (i) The tenant’s parent, child, spouse, or person living as a spouse;
- (ii) The parent or child of the tenant’s spouse or former spouse;

(iii) The parent or child of a person living as a spouse of the tenant;

(iv) An individual otherwise related by consanguinity or affinity to the tenant.

(B) The individual is an adult who notified the landlord within fourteen days after entering the tenant's household that the individual is occupying the tenant's housing unit as the individual's usual place of residence.

(b)(1) A tenant may terminate a rental agreement or have the tenant's name removed from the rental agreement as a cotenant if that tenant, or a household member of that tenant, is a victim of domestic violence. To terminate a rental agreement or to remove the tenant's name as a cotenant from the agreement, the tenant shall notify the landlord in writing that the tenant or household member is a victim of domestic violence and shall supply the landlord with any of the following:

(A) A civil protection order issued after a full hearing under section 2903.214 or 3113.31 of the Revised Code or a consent agreement approved under section 3113.31 of the Revised Code;

(B) A temporary protection order or a no-contact order issued under section 2919.26 of the Revised Code, a criminal protection order issued under section 2903.213 of the Revised Code, or a protection order or no-contact order issued under any substantially similar law of another state or a substantially similar municipal ordinance of this state or another state.

(2) A tenant shall give the landlord the written notice this section requires within ninety days after the incident of domestic violence. The tenant and landlord shall terminate the rental agreement, or the landlord shall remove the tenant's name from the rental agreement, by a mutually agreed upon date, not to exceed thirty days after the date the tenant gives the required notice. If the tenant and landlord do not agree on a date to terminate the rental agreement or remove the tenant's name from the agreement, the rental agreement shall terminate or the landlord shall remove the tenant's name from the rental agreement thirty days after the tenant gives the required notice.

(3) At any time within thirty days after a tenant having the tenant's name removed from a rental agreement for which there is at least one cotenant, the landlord may terminate the rental agreement as to any or all cotenants.

(4) A tenant who terminates a rental agreement or removes the tenant's name from a rental agreement is liable for the tenant's share of rent, prorated up to the date of the termination of the rental agreement or the removal of the tenant's name from the rental agreement.

(5) Except as otherwise provided in section 5321.16 of the Revised Code, if a tenant terminates a rental agreement or removes the tenant's name from a rental agreement as provided in this section, the landlord is entitled to retain the tenant's share of any security deposit.

(c) In response to a request to terminate a rental agreement or remove the tenant's name from a rental agreement pursuant to subsection (b) of this section, a landlord may offer the tenant an opportunity to rent another unit at the location that is sufficiently distant from the tenant's current unit. Whether to accept that offer is at the tenant's discretion.

(d) No landlord shall knowingly terminate a tenancy because of the status of a tenant or household member as a victim of domestic violence or the offense of menacing by stalking, because the tenant or a household member requested emergency services as such a victim, or because the tenant previously terminated a rental agreement in accordance with this section.

(e) A landlord does not incur any additional duty of care for a tenant the landlord accommodates pursuant to this section and section 704.02, and the landlord gains no new or additional liability for any third party act that occurs after an accommodation the landlord makes pursuant to those sections.

(f) A tenant who is a victim of domestic violence may make a request to terminate a rental agreement pursuant to subsection (b) of this section only if the tenant has not made more than one other request to terminate a rental agreement pursuant to subsection (b) of this section during the previous five years.

704.02. OBLIGATION TO CHANGE LOCK.

(a) A landlord of a tenant who is a victim of domestic violence or the offense of menacing by stalking shall change the lock to the dwelling unit where the tenant resides upon receipt of a written request from the tenant and a copy of a court order or protection order that orders the respondent or defendant named in the order to stay away from the tenant. Within forty-eight hours after receiving the notice and a copy of the order, the landlord shall change the lock and shall make a good faith effort to provide a key to the new lock to the tenant and any remaining cotenant not later than twenty-four hours after the landlord changes the lock. The tenant shall reimburse the landlord for the actual expense the landlord incurs in changing the lock. If the landlord fails to change the lock within the forty-eight-hour time period as this section requires, the tenant may change the lock without the landlord's permission. If the tenant changes the lock, the tenant shall do so in a competent and workmanlike manner with locks of similar or better quality than the original lock and shall make a good faith offer to provide a key to the landlord and any remaining cotenant not later than twenty-four hours after the tenant changes the lock. If within thirty days after

the landlord changes the lock the tenant does not reimburse the landlord for the expenses the landlord incurs in changing the locks, the landlord may deduct that amount from the security deposit or assess that amount as a charge to the tenant.

(b)(1) A landlord who receives a request and copy of an order under this section shall not, by any act, provide the respondent who is named in the order and who is a tenant of the dwelling unit access to the dwelling unit for which the landlord or tenant has changed the locks unless the order allows the respondent to return to the dwelling unit to retrieve the respondent's personal possessions and the respondent is accompanied by a law enforcement escort.

(2) A respondent who is a tenant of the dwelling unit remains liable under the rental agreement for rent or any damage to the dwelling unit as provided in the rental agreement, unless the respondent can demonstrate that the tenant who changed the lock or had the lock changed intentionally damaged the dwelling unit.

(c) A landlord who changes a lock to a dwelling unit in accordance with this section is not liable for excluding from the dwelling unit a respondent named in an order the landlord receives from a tenant under this section or for loss of use or damage to the respondent's personal property while that property is in the dwelling unit after the lock has been changed.

704.03. CONFIDENTIALITY.

(a) Except to the extent that a landlord reasonably believes it is necessary to share information for the safety of any tenant or any other person, any information a landlord receives from a tenant under section 704.01 or 704.02 is confidential. A landlord shall not share any confidential information with any other past, current, or prospective landlord, and a landlord shall not share any information with respect to a tenant's status as a victim of domestic violence or the offense of menacing by stalking with any other past, current, or prospective landlord. If the tenant shares any information that the tenant provides to a landlord under this section, that sharing does not waive the confidentiality of the information or the nature of the privileged communication.

(b) A landlord is not liable for any good faith violation of the confidentiality requirement this section establishes.

704.04. DOMESTIC VIOLENCE CONVICTION.

If a tenant has been convicted of or pleaded guilty to a violation of section 2919.25 of the Revised Code or substantially similar municipal ordinance while the tenant was subject to the rental agreement, the landlord may terminate the tenant's rental agreement or may remove the tenant's name from a rental agreement and may retain the tenant's share of any security deposit.

704.99 PENALTY.

Any person who violates subsection (d) of Section 704.01 or who fails to abide by the provisions of subsection (a) of Section 704.02 is guilty of a minor misdemeanor."

SECTION 2. That the provisions of this Ordinance shall apply to rental agreements entered into or renewed on or after the effective date of this Ordinance.

SECTION 3. That all former Ordinances or parts herein conflicting or inconsistent with the provisions of this Ordinance, or any part hereof, are hereby repealed.

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

SECTION 5. That this Ordinance is hereby declared to be an emergency measure necessary for the 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: 10.21.19
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. 19-46
REQUESTED BY: GREG CINGLE, FINANCE DIRECTOR
SPONSORED BY: COUNCILMAN WOJNAR

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH MCGOWAN AND COMPANY FOR THE PROFESSIONAL SERVICES OF PROVIDING INSURANCE REQUIREMENTS OF COMPREHENSIVE GENERAL LIABILITY, POLICE PROFESSIONAL LIABILITY, FIREFIGHTER/AMBULANCE ATTENDANTS LIABILITY, BOILER AND MACHINERY INSURANCE, COMPREHENSIVE AUTOMOBILE AND PHYSICAL DAMAGE LIABILITY, PUBLIC OFFICIALS LIABILITY, PROPERTY AND EQUIPMENT COVERAGES, "UMBRELLA" COVERAGE, AND CYBER PROTECTION COVERAGE AND DECLARING AN EMERGENCY

WHEREAS, the City utilizes McGowan and Company's professional services to obtain necessary insurance coverage including cyber protection coverage; and,

WHEREAS, McGowan and Company has obtained insurance coverage determined by the Finance Director to best serve the City's needs.

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

SECTION 1. That the Mayor be and is hereby authorized and directed to enter into a contract with McGowan and Company for the Comprehensive General Liability, Police Professional Liability, Firefighter/Ambulance Attendants Liability, Boiler and Machinery Insurance, Comprehensive Automobile and Physical Damage Liability, Public Officials Liability, Property and Equipment Coverages, "Umbrella" Coverage, and Cyber Protection Coverage for the period of November 1, 2019 to October 31, 2020.

SECTION 2. That the cost of the Comprehensive General Liability insurance and Cyber insurance coverage for November 1, 2019 to October 31, 2020, is not to exceed One Hundred Ninety Thousand Dollars (\$190,000.00), and shall be paid from the General Fund (100.7790.5221100).

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

SECTION 4. That this ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare: and for the further reason that the present insurance expires October 31, 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: 09.16.19
2nd reading: 10.07.19
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK
ORDINANCE NO. 19-47
REQUESTED BY: SHAWN LEININGER, DIRECTOR OF PUBLIC SERVICE &
DEVELOPMENT
SPONSORED BY: COUNCILMAN WOJNAR
CO-SPONSORED BY: COUNCILMAN MINEK AND COUNCILMAN SMITH

AN ORDINANCE SUPPORTING AN APPLICATION TO CUYAHOGA COUNTY FOR THE 2019 MUNICIPAL GRANT PROGRAM TO PROVIDE FINANCIAL ASSISTANCE FOR THE 2019 SIDEWALK SAFETY IMPROVEMENT PROJECT 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 22, 2019, Cuyahoga County solicited applications for the 2019 Municipal Grant Program (“Program”), which is funded by the U.S. Department of Housing and Urban Development’s (“HUD”) Community Development Block Grant (“CDBG”) and provides grant funding on a competitive basis for a variety of eligible projects to help strengthen cities and improve the quality of life for County residents; and

WHEREAS, grant applications are due on December 6, 2019 and the maximum grant awards is One Hundred Fifty Thousand Dollars (\$150,000); and

WHEREAS, the City of Fairview Park (“City”) is applying for funds in the amount of One Hundred Fifty Thousand Dollars (\$150,000) to repair or replace deteriorated sidewalks, curbs, and curb ramps (“Project”) within areas designated as Low- and Moderate-Income (“LMI”) or Improvement Target Areas (“ITA”); and

WHEREAS, on September 3, 2019, the City hosted a public meeting to present the proposed project and solicit recommendations and feedback for alternative projects, and the public was provided sufficient notice of this meeting through postings on the City’s website and social media; and

WHEREAS, legislation supporting and authorizing the application is required to receive funding; and

WHEREAS, the Program provides reimbursement for project costs, requiring the applicant to first expend funds and then request reimbursement from Cuyahoga County; and

WHEREAS, the Program is federally funded and all Project activities are subject to applicable federal rules and requirements, including but not limited to federal prevailing wage requirements.

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 supports the City's application to the Program for Project funding in the amount of One Hundred Fifty Thousand Dollars (\$150,000).

SECTION 2. That all Project costs as authorized by separate Ordinances will be paid out of the Capital Projects Fund (Fund 811).

SECTION 3. That the City agrees to obligate the funds required to satisfactorily complete the Project and become eligible for reimbursement under the terms of the Program.

SECTION 4. That the Mayor and City Administration are authorized to file all documents and execute all agreements and other documents necessary to accept the award and receive any grant funds; and that the funds are appropriated solely for purposes described in this Ordinance.

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 for the further reason that the applications must be submitted by December 6, 2019; 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: 10.07.19
2nd reading: 10.21.19
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK
 ORDINANCE NO. 19-48 AMENDED *(proposed amendments in committee on 10/28/2019)*
 REQUESTED BY: MAYOR EILEEN ANN PATTON
 SPONSORED BY: COUNCILMAN WOJNAR

AN ORDINANCE AUTHORIZING THE DIRECTOR OF FINANCE TO DISPOSE OF OBSOLETE AND DILAPIDATED OFFICE FURNITURE, VEHICLES, EQUIPMENT AND OTHER MISCELLANEOUS TANGIBLE PERSONAL PROPERTY FROM VARIOUS DEPARTMENTS OF THE CITY THAT ARE NO LONGER OF VALUE OR NEEDED FOR THE OPERATIONS OF THE CITY OF FAIRVIEW PARK AND DECLARING AN EMERGENCY

WHEREAS, the City of Fairview Park ("City") owns miscellaneous office furniture, vehicles, equipment and other miscellaneous tangible personal property that is no longer used by the City because such property is obsolete, outdated and/or has outlived its usefulness and are therefore of no value to the City (the "Obsolete Property"); and

WHEREAS, the City believes the Obsolete Property listed in this Ordinance *can (should)* no longer be used for the operations of the City, and it is in the best interest of the City to dispose of the Obsolete Property.

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

SECTION 1. The Director of Finance is hereby authorized to dispose of, or sell for scrap, if appropriate, the Obsolete Property listed here:

VEHICLES:

Vehicle Identification No.	Model Year	Make
2FAHP71V89X142733	2009	Crown Victoria
2FABP7BV4BX169101	2011	Crown Victoria
2FAHP71V48X106925	2008	Crown Victoria
6GIMK5U29DL826284	2014	Chevrolet Caprice
1FTFF2760VND44923	1997	Ford F150
1FD3E35S48DB51403	2008	Ford Cutaway Van
2FZHDJBB1XAB13780	1999	Sterling Dump Truck

MISCELLANEOUS EQUIPMENT/FURNITURE:

Quantity	Equipment/Furniture
1	Adding machine
2	Obsolete check signers
1	Obsolete check embosser
1	Desktop computer
2	Video Cassette Recorder
1	Gray Metal desk

Quantity	Equipment/Furniture
1	Gray Metal Cabinet
3	Two Drawer File Cabinets
1	Black Metal desk
1	Ricoh MP3500 Copier (S/N: M2775200298)
1	Ricoh MPC5501 Copier (S/N: V96149000376)

SECTION 2. That any proceeds from the scrapping of the Obsolete Property be deposited into the General Fund (100-8000-4900000 SALE OF ASSETS) of the City of Fairview Park.

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

SECTION 4. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and to immediately dispose the Obsolete Property, 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: 10.07.19
2nd reading: 10.21.19
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

CITY OF FAIRVIEW PARK

ORDINANCE NO. 19-51

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

SPONSORED BY: COUNCILMAN WOJNAR

CO-SPONSORED BY: COUNCILMAN MINEK

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH KNOWLES MUNICIPAL FORESTRY, LLC TO CONDUCT AN UPDATE TO THE CITY'S STREET TREE INVENTORY AND MANAGEMENT PLAN FUNDED BY THE CUYAHOGA COUNTY PLANNING COMMISSION'S 2019 HEALTHY URBAN TREE CANOPY GRANT PROGRAM AND DECLARING AN EMERGENCY

WHEREAS, the City of Fairview Park ("City") has been awarded grant funding in the amount of Twenty Seven Thousand Eight Hundred Twenty-Five Dollars (\$27,825) through the Cuyahoga County Planning Commission's Healthy Urban Tree Canopy Grant Program ("Program") to conduct an update to the City's existing Street Tree Inventory and Management Plan ("Plan"), as well as plant Thirty Four (34) trees along the Lorain Road Corridor; and

WHEREAS, the total cost of the Plan update is in an amount not to exceed Twenty One Thousand Twenty-Five Dollars (\$21,025) payable from the Program grant with the balance applied toward the purchase of trees; and

WHEREAS, Fairview Park City Council, through passage of Ordinance 19-41, authorized the Mayor to execute the necessary documents to effectuate reimbursement for consultant services through the Program; and

WHEREAS, Knowles Municipal Forestry, LLC conducted the City's existing Plan in 2009, and has knowledge of the City's tree canopy and extensive expertise in municipal forestry; and

WHEREAS, the City desires to continue working with Knowles Municipal Forestry, LLC to ensure that tree canopy is expanded and maintained within the community, and to implement current best practices in urban forestry.

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

SECTION 1. That the Mayor is hereby authorized to enter into a contract with Knowles Municipal Forestry, LLC to provide consulting services for the Street Tree Inventory and Management Plan update in an amount not to exceed Twenty One Thousand Twenty-Five Dollars (\$21,025).

SECTION 2. That the cost of consulting services provided by Knowles Municipal Forestry, LLC shall be paid from the General Fund (100), and reimbursed in the amount of Twenty One Thousand Twenty-Five Dollars (\$21,025) from the Program grant.

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

SECTION 4. That this Ordinance 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: 10.21.19
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. 19-52

REQUESTED BY: SHAWN LEININGER, DIRECTOR OF SERVICE & DEVELOPMENT

SPONSORED BY: COUNCILMAN WOJNAR

CO-SPONSORED BY: COUNCILMAN MINEK

AN ORDINANCE AUTHORIZING THE EXPENDITURE OF \$40,000 TO RENEW FOR ONE-YEAR THE CONTRACT WITH CLARITY WASTEWATER SYSTEMS LLC FOR STATE OF OHIO LICENSED WASTEWATER COLLECTION SYSTEM OPERATOR SERVICES AND DECLARING AN EMERGENCY.

WHEREAS, the State of Ohio amended the Ohio Administrative Code (OAC) rules governing the permitting and operation of wastewater collection systems in the State of Ohio; and

WHEREAS, the amended OAC rules require, among other items, a wastewater collection system operator licensed by the State of Ohio to be on-site monitoring, inspecting, reporting, and performing other technical and administrative duties a minimum of five days per week as well as be on-call for any collection system permit related issues; and

WHEREAS, no employees of the City of Fairview Park (City) hold the requisite license or have the minimum experience to be eligible for the license examination; and

WHEREAS, in order to be compliant with the amended OAC rules and maintain the City permit to operate a wastewater collection system, a contract was executed with Clarity Wastewater Management LLC (Clarity); and

WHEREAS, the current contract with Clarity, herein attached as Exhibit "A" expires on December 31, 2019, and the City desires to renew the contract for an additional one-year term; and

WHEREAS, upon approval of the expenditure the contract will be automatically renewed per the terms set forth in the existing contract.

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

SECTION 1. The Finance Director is hereby authorized to expend an amount not to exceed forty thousand dollars (\$40,000) for the renewal of the contract with Clarity Wastewater Systems LLC for a one-year period beginning on January 1, 2020 and ending on December 31, 2020.

SECTION 2. That the funds will be distributed per the terms of the contract from the Sanitary Sewer Fund (Fund 510).

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure, necessary for the immediate preservation of the public peace, health, safety and welfare; and for the further reason that the renewal of the contract is necessary to be in compliance and with the rules and regulations of the State of Ohio for the operation of wastewater collection system; 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: 10.21.19
2nd reading:
3rd reading:

Michael P. Kilbane, President of Council

Eileen Ann Patton, Mayor

Liz L. Westbrooks, Clerk of Council

CONTRACT BETWEEN

The City of Fairview Park

And

Clarity Wastewater Management LLC

for

THE CONTRACT OPERATIONS OF

Fairview Park's Collection System EPA Reporting

This agreement ("Agreement") entered into this 21 day of August, 2019 in Cuyahoga County, Ohio, by and between, **The City of Fairview Park**, hereinafter called "**the System**", and Clarity Wastewater LLC, hereinafter called "**the Operator**", sometimes together referred to as the "Parties" or separately as "Party".

RECITALS:

The System hereby contracts for the services of **the Operator** to furnish contract professional certified operator(s) for the contract operation of its water/wastewater facilities in accordance with the Ohio Environmental Protection Agency (Ohio EPA) rules and regulations. **The Operator's** operation of **the System's** public water system/wastewater treatment system shall be in compliance with all rules covered by Ohio Administrative Code (OAC) Chapter 3745.

THE PARTIES AGREE TO AS FOLLOWS:

SECTION I – SERVICES

The Operator will provide a minimum of one professional certified operator with not less than an Ohio Class 1 Wastewater Collections professional operator's certification to provide services to **the System**.

The Operator will make a minimum of five site visits per week physically present at the system at least the required number of hours to meet the minimum staffing requirements as required by OAC Rule 3745-7-03 or 3745-7-04.

SERVICES PROVIDED BY THE OPERATOR SHALL BE AS FOLLOWS:

1. Visit Fairview Park Collection System and check operations at each location as required by OAC Rule 3745-7-03 OR 3745-7-04.
2. Advise on the technical operation of the system.
3. Advise on process adjustments and the proper operation and maintenance of the system. This shall include routine and preventative maintenance.
4. Maintain a log book record of all operational activities at the facility in accordance with OAC Rule 3745-7-09.
5. Perform, observe and log routine and preventative maintenance, in accordance with OAC Rule 3745-7-09, and coordinate with **the System's** maintenance personnel on ~~any~~ of the day-to-day checks as needed.
6. Ensure ~~all~~ necessary laboratory work and process testing is performed by or at the direction of a certified professional operator. **The Operator** shall be responsible for the required testing, Ohio EPA reporting, and obtaining and maintaining all necessary licenses, certifications and accreditations as may be necessary to operate, maintain and manage the facilities.
7. Ensure sampling and testing are performed on time and as required.
8. Perform administrative duties when submitting and reporting information required by Ohio EPA.
9. Ensure all relevant personnel, including but not limited to other certified professional operators associated with a facility, are notified of written correspondence from or to Ohio EPA. Ensure that correspondence from Ohio EPA, including compliance letters, monitoring schedules and relevant permits, are shared between **the System, the Operator** and any certified professional operators associated with the facility.
10. Be available on a 24-hour on-call basis for permit related inquiries.
11. Ensure the appropriately certified professional operator of record completes, signs and submits all necessary governmental agency reporting for the operation of the facilities, which will include monthly and annual requirements. A copy of all reports shall be submitted to **the System by the Operator**.

12. Ensure **the System** has coverage at all times by an appropriately certified professional operator, including when the listed professional operator of record for the facility is unavailable due to vacation, holiday, illness, etc.
13. Ensure certified professional operators under employment comply with the responsibilities of a certified professional operator and provisions of OAC Chapters 3745, 6111, and 6109 and the rules promulgated thereunder.

SECTION II - THE SYSTEM REQUIREMENTS

THE SYSTEM SHALL DO THE FOLLOWING:

1. Provide **the Operator** and its authorized agents access to all property and easements which contain or support the facilities.
2. Designate **the Operator** as a contact to also receive **ALL** Ohio EPA correspondence; with copies of all such correspondence to **the System**.
3. Ensure all relevant personnel, including but not limited to other certified professional operators associated with a facility, are notified of written correspondence from or to Ohio EPA following receipt of such correspondence by **the System**. Ensure that correspondence from Ohio EPA, including compliance letters, monitoring schedules and relevant permits, are shared between **the System, the Operator** and any certified professional operators associated with the facility.
4. Provide the necessary funding for the operation and maintenance of the system to keep the system in compliance as required by Ohio EPA, or any other jurisdictional authority; subject to availability and authorization of funds.
5. Pursue the correction of any deficiencies, repairs or replacements of failed or damaged equipment or system components for adequate operation of **the System** as identified by **the Operator**, Ohio EPA or any other jurisdictional authority.
6. Designate the Director of Public Service and Development or other suitable person to approve the expenditure of funds, authorize repairs and receive all communications and correspondence from **the Operator**.
7. **The System** maintenance personnel may perform duties under the direction of **the Operator**. Many of the routine duties involved in the operation and maintenance of the system including, but not limited to, tap-in inspections, line cleaning and repairs, equipment maintenance and facility operation.

SECTION III - FEES

The payment for services rendered in connection with this Agreement shall be in accordance with the attached Addendum 1 – Schedule of Payment.

SECTION IV - INDEMNIFICATION

The Operator and the System hereby indemnifies each other, and each other's employees and officers from and against any loss, charge, claim, cost or cause of action of whatever nature which arises out of the failure of a Party to properly carry out its duties relating to the operation of the System while this agreement is in force, except in those instances for which the Operator or the System, its employees and officers would otherwise be liable for any such loss, charge, claim, cost or cause of action of whatever nature, pursuant to applicable law or regulation, irrespective of this agreement.

SECTION V - TERM OF THE CONTRACT

The term of this agreement shall expire on December 31, 2019. The agreement shall be renewed upon written mutual consent of the parties for additional one-year periods, unless either Party shall give the other party 30 days written notice prior to the expiration date of the contract (either original term or renewal) of intent to terminate at the end of the one-year period (either original term or renewal). Both Parties shall maintain a copy of the contract for a period of three (3) years after the end date of the contract. Both Parties shall ensure that a copy of the contract is kept onsite at the facility.

The System shall be permitted to terminate this Agreement upon written notice to the Operator in the event the Operator has failed to cure a breach of the Operator's duties following ten (10) calendar days prior written notice of such breach.

SECTION VI - NOTIFICATION OF OHIO EPA

The Operator will provide the Ohio EPA with signed copies of this Agreement upon request. The Operator will also provide the Ohio EPA with the name, address, phone number and certification of the professional operator(s) of record in charge of the System. The System hereby consents to providing this information to the Ohio EPA.

SECTION VII - GOVERNING LAW

This Agreement has been executed and will be performed in the State of Ohio, and the laws of that state shall govern its interpretation.

SECTION VII - BINDING ON SUCCESSORS AND ASSIGNS

The terms and provisions of this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the parties hereto.

SECTION VIII - NONASSIGNABILITY

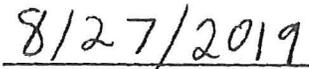
Neither party shall have the right to assign its respective duties and obligations hereunder to any other party without first obtaining the written consent of the other party to this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date and year first set forth above.

[The Operator]

BY:

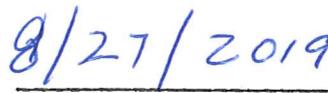

Patrick Hoffert, Owner
Clarity Wastewater, LLC


Date

[The System]

BY:


Eileen Ann Patton, Mayor
City of Fairview Park, Ohio


Date

ADDENDUM I

SCHEDULE OF PAYMENT

AUGUST 30, 2019

By both parties executing this Agreement, The City of Fairview Park agrees to pay Clarity Wastewater Management, \$2,500 on a monthly basis, by the 15th of the month following receipt of an invoice, for the contract operations of the Fairview Park Collection System beginning on September 1, 2019 and terminating on December 31, 2019, unless otherwise extended per the terms of this contract.

All major and minor maintenance, repair work and additional services above and beyond the technical supervision of the Fairview Park Collection System, including but not limited to, valve repair, pump trouble shooting, replacement and/or repair, and equipment and pipe repairs between the normal working hours of 8:00 am to 4:00 pm, upon prior written approval of **the System**, shall be paid to Clarity Wastewater Management, LLC on the basis of actual time at the rate of \$50.00 per hour per employee of Clarity Wastewater Management, LLC. When employees of Clarity Wastewater Management, LLC are required to remain on the job for more than eight (8) hours in any one (1) day or are required to start work before Monday through Friday from 8:00 a.m. or finish after 4:00 p.m. will be charged at the rate of \$50.00 per hour per employee of Clarity Wastewater Management, LLC or other rates established and agreed to between the parties hereto and all expenses incurred (subcontractors, vendors, materials and etc.). Additional unscheduled visits or emergency services performed by Clarity Wastewater Management, LLC will be charged at the rate of \$50.00 per hour per employee of Clarity Wastewater Management, LLC, plus an additional \$25.00 service call per visit or emergency. Clarity Wastewater Management, LLC agrees to attend one (1) meeting during or after normal working hours (8:00 a.m. to 4:00 p.m.) at no additional charge to the Fairview Park Collection System in a one-month period from the date of the contract. All additional meetings with councils, boards, contractors and consultants during or after normal working hours will be subject to a charge of \$100.00 per meeting.

The System will provide the materials and supplies necessary for system operation, maintenance, and repair. Upon prior approval by the System, materials and supplies provided by Clarity Wastewater Management, LLC used for system operation, maintenance and repair such as rubber gloves, rags, oil, grease, belts, air filters, motors, pumps, motor & pump rebuilds, electric controls, fuses and any other materials required to keep the system operational according to this contract shall be based on the fair market value.

These fees will be invoiced in addition to the agreed to monthly fee.

****TERMS****

- Net due by 15th of the month following the month service started. A 5% per month finance charge will be charged on all amounts over 30 days from date of invoice. Invoice will be hand delivered or emailed the first week of every month.
- Any invoice outstanding for 60 days or more shall be considered delinquent.
- Service will be terminated for delinquent accounts.
- Payments will be applied against the oldest invoice on record.
- Delinquent accounts must first be cleared before service is resumed.

CITY OF FAIRVIEW PARK
ORDINANCE NO. 19-53
REQUESTED BY: FINANCE DIRECTOR, GREG CINGLE
SPONSORED BY: COUNCILMAN WOJNAR

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR SUPPORT SERVICES WITH SOFTWARE SOLUTIONS, INC. AND DECLARING AN EMERGENCY

WHEREAS, the City of Fairview Park utilizes Software Solutions, Inc. (SSI) software for its financial and payroll operations; and

WHEREAS, the City of Fairview Park has contracted with the Regional Income Tax Agency (RITA) to provide software support for SSI software; and

WHEREAS, RITA will cease providing SSI software support to its clients as of November 1, 2019; and

WHEREAS, it is necessary for the City of Fairview Park to ensure support is available for its financial and payroll systems; and

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

SECTION 1. The Mayor is hereby authorized to enter into a service agreement with Software Solutions, Inc. for the period of November 1, 2019 through December 31, 2020 for software support in an amount not to exceed Twenty One Thousand Dollars Six Hundred Fifty-three Dollars (\$21,653.00), in such form as is approved by the Director of Law, and shall be paid from the General Fund (100).

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

SECTION 3. That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare and provide necessary computer support services, 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: 10.21.19
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-
REQUESTED BY: SHAWN LEININGER, DIRECTOR OF SERVICE & DEVELOPMENT
SPONSORED BY: COUNCILMAN WOJNAR
CO-SPONSORED BY: COUNCILMAN MINEK

A ORDINANCE REQUESTING THAT THE CITY OF ROCKY RIVER APPLY FOR FINANCIAL ASSISTANCE FROM THE OHIO PUBLIC WORKS COMMISSION'S STATE CAPITAL IMPROVEMENT PROGRAM FOR THE FUNDING OF THE ROCKY RIVER WASTEWATER TREATMENT PLANT FINAL CLARIFIER REHABILITATION PROJECT, AND DECLARING AN EMERGENCY

WHEREAS, the State Capital Improvements Program under the Ohio the Ohio Public Works Commission ("OPWC") provides financial assistance to political subdivisions for capital improvements to public infrastructure and,

WHEREAS, the City of Rocky River is planning to make capital improvements via the project known as the WWTP Final Clarifier Rehabilitation Project which will replace/repair aging equipment and structures within the Rocky River WWTP and,

WHEREAS, it has been determined by the WWTP Long Term Capital Improvements plan submitted with the annual WWTP budget that it is necessary for the City of Rocky River to submit applications for financial assistance for the management of the Rocky River Wastewater Treatment Plant on behalf of all member Cities, including Bay Village, Fairview Park and Westlake and,

WHEREAS, the infrastructure improvements described herein are considered to be an environmental priority need for the City of Rocky River Wastewater Treatment Plant and is a qualified project under the OPWC programs and,

WHEREAS, the application for said infrastructure improvements must be submitted by September 15, 2019.

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

SECTION 1. That the City of Rocky River is hereby requested to apply to the Ohio Public Works Commission's State Capital Improvement Program for financial assistance for capital infrastructure improvements projects for the management of the Rocky River Wastewater Treatment Plant on behalf of the City of Fairview Park.

SECTION 2. That the Mayor is further authorized to enter into any agreements as may be necessary and appropriate for the City of Rocky River to obtain this financial assistance in a form approved by the Director of Law.

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

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of public peace, health and safety and for the further reason that services referred to above must be expedited due to deteriorating conditions of the WWTP and NPDES requirements, and provided it receives the affirmative vote of a majority plus one of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it 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

20777 Lorain Road
Fairview Park, Ohio 44126-2018
- Established in 1910 -

Eileen Ann Patton, Mayor

MEMORANDUM

TO: Council President Kilbane and Members of City Council

FROM: Shawn Leininger, AICP
Director of Public Service & Development

RE: Emergency Legislation – RRWTP DOPWIC Application Support

DATE: October 22, 2019

The Administration of the City of Fairview Park is requesting suspension of the rules requiring three readings and passage of the following legislation with one reading on Monday, October 28, 2019, as an emergency:

Ordinance 19-__ A Resolution Requesting that the City of Rocky River Apply for Financial Assistance from the Ohio Public Works Commission's State Capital Improvement Program for the Funding of the Rocky River Wastewater Treatment Plant Final Clarifier Rehabilitation Project, and Declaring an Emergency.

On or before September 15, 2019, representatives of the Rocky River Wastewater Treatment Plant (RRWTP) applied for Ohio Public Works Commission (OPWC) funding through the District One Public Works Integrating Committee (DOPWIC). The requested funding is to support the rehabilitation and replacement of parts and equipment related to the final clarifier. This is a priority operational and environmental project for the RRWTP with an estimated cost of \$7,637,700. This application requires Ordinances of support from all member communities of the (Westlake, Bay Village, Rocky River, and Fairview Park) and not solely Rocky River as the operator of the RRWTP.

In order for the application to be considered complete and for DOPWIC to review the submitted application, the Administration respectfully requests passage on first read.

cc: Eileen Patton, Mayor
Joseph Gibbons, Law Director
Michael Mackay, City Engineer
Greg Cingle, Finance Director
Liz Westbrooks, City Council Clerk