



26789 Highland Road
Richmond Heights, Ohio 44143
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**CITY COUNCIL MEETING AGENDA
MAY 8, 2018**

PLEDGE ALLEGIANCE TO THE FLAG

TIME: _____

ROLL CALL: ALEXANDER, HENRY, HURST, KUMIN, LENTINE, LEWIS, URSU

PRESENT: _____ **ABSENT:** _____

Motion was made by _____ seconded by _____ to excuse _____

ROLL CALL: ALEXANDER, HENRY, HURST, KUMIN, LENTINE, LEWIS, URSU

CONSENT AGENDA

All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion, which motion suspends the Council's rules requiring three separate readings of legislation, and there will be no separate discussion of these items when so adopted. If any Councilperson desires discussion, the particular item will be removed from the Consent Agenda and will be considered separately by Council with full discussion and individual action therein.

- 1) Minutes of the City Council Meeting from April 24, 2018.

MOTION

Motion was made by _____ seconded by _____ to accept the Consent Agenda as submitted.

ROLL CALL: ALEXANDER, HENRY, HURST, KUMIN, LENTINE, LEWIS, URSU

REPORTS:

Mayor David H. Roche:

Fire Chief, Marc Neumann:

Police Chief, Gene Rowe:

Building Commissioner, Jim Urankar:

Finance Director, Jim Teknipp:

Recreation Director, Rick Dula:

Economic Development Director, Christel Best:

City Engineer, Lee Courtney:

Service Director, Donald Kerniskey:

Audience:

OLD BUSINESS: -NONE-

NEW BUSINESS:

RESOLUTION NO.: 53-2018, INTRODUCED BY MAYOR ROCHE, FIRST READING
A RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT WINTER CONTRACT (018-19) FOR ROAD SALT AND DECLARING AN EMERGENCY.

SUSPENSION: _____
PASSAGE: _____
KEPT ON: _____ READING IN _____ COMMITTEE

RESOLUTION NO.: 54-2018, INTRODUCED BY KUMIN, FIRST READING
A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT FOR TWO (2) VEHICLES FOR USE BY THE DEPARTMENT OF PUBLIC SERVICE.

SUSPENSION: _____
PASSAGE: _____
KEPT ON: _____ READING IN _____ COMMITTEE

ORDINANCE NO.: 55-2018, INTRODUCED BY MAYOR ROCHE, FIRST READING
AN ORDINANCE AUTHORIZING A LICENSE AGREEMENT WITH GREENWOOD FARM HISTORICAL, CULTURAL & ARTS ASSOCIATION, INC. AND AMENDING ORDINANCE NO. 47-2008.

SUSPENSION: _____
PASSAGE: _____
KEPT ON: _____ READING IN _____ COMMITTEE

ADDITIONS:

CORRESPONDENCE:

ADJOURNMENT:
MOTION WAS MADE BY _____ SECONDED BY _____ TO ADJOURN
THIS MAY 8, 2018 CITY COUNCIL MEETING AT _____ P.M.

RESOLUTION NO.: 53 -2018
INTRODUCED BY: MAYOR ROCHE

A RESOLUTION AUTHORIZING PARTICIPATION IN THE ODOT WINTER CONTRACT
(018-19) FOR ROAD SALT AND DECLARING AN EMERGENCY.

WHEREAS, the City of Richmond Heights (hereinafter referred to as the “Political Subdivision”) submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual winter road salt bid (018-19) in accordance with Ohio Revised Code 5513.01(B) and agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

- a. The Political Subdivision agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold ODOT harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision’s participation in the winter road salt contract; and
- d. The Political Subdivision hereby requests through this participation agreement a total of _____ tons of Sodium Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract’s effective period of September 1, 2018 through April 30, 2019; and
- f. The Political Subdivision agrees to place orders with and directly pay the awarded salt supplier on a net 30 days basis for all road salt it receives pursuant to ODOT winter salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement, it will do so by written, emailed request by no later than Thursday, June 1, 2018. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision’s participation agreement and/or a Political Subdivision’s request to rescind its participation agreement.

NOW, THEREFORE, Be It Resolved by the Council of the City of Richmond Heights, State of Ohio, that:
{02587151 - 1}

Section 1. The Mayor is authorized to enter into this participation agreement for the ODOT winter road salt contract and by his signature below, this participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation in the ODOT winter salt contract.

Section 2. This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare and for the further reason that it is necessary to go into effect immediately in order to meet ODOT's May 18, 2018 deadline for submission of this Resolution to ODOT; and therefore, provided this Resolution receives the affirmative vote of five members of 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: _____

David H. Roche, Mayor

APPROVED: _____

ATTEST: _____

Betsy Traben
Clerk of Council

Eloise Cotton-Henry
President of Council

DRAFT

RESOLUTION NO.: 54 - 2018
INTRODUCED BY: Kumin

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A PURCHASE AGREEMENT FOR TWO (2) VEHICLES FOR USE BY THE DEPARTMENT OF PUBLIC SERVICE

WHEREAS, Council has heretofore authorized cooperative purchasing through the State of Ohio Department of Administrative Services' Cooperative Purchase Program and the Charter of the City authorizes such purchases; and

WHEREAS, the Service Director has advised this Council that the Service Department is in need of two (2) vehicles, the purchase of which can be made from vendors who will match the contract price of the vehicles established by the State of Ohio Cooperative Purchasing Program at \$23,595.00 for the first vehicle (2018 Ford F-150 Escape) and \$40,000.00 for the second vehicle (2018 Ford F-350 dump truck); and

WHEREAS, Council's Service and Recreation Committees has reviewed the need for the vehicles, and this Council desires to authorize the procurement of the vehicles from AutoNation Ford East, Wickliffe, Ohio and from Valley Ford, Valley View, Ohio.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: The Mayor is authorized to enter into purchase agreements for the purchase of: (1) one model year 2018 Ford F-150 Escape from AutoNation Ford East in Wickliffe, Ohio at a total cost not to exceed \$23,595.00; and (2) one 2018 Ford F-350 dump truck from Valley Ford in Valley View, Ohio at a total cost not to exceed \$40,000.00, both of said prices matching the State contract amounts as part of the State of Ohio's Cooperative Purchasing Program.

Section 2: If necessary, the Director of Finance is authorized and directed to appropriate to a proper account a sum sufficient to cover the cost of the purchase agreements authorized in Section 1 above.

Section 3: It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

David H. Roche, Mayor

APPROVED: _____

ATTEST: _____

Betsy Traben
Clerk of Council

Eloise Cotton-Henry
President of Council

ORDINANCE NO.: 55-2018
INTRODUCED BY: Mayor Roche

**AN ORDINANCE AUTHORIZING A LICENSE AGREEMENT WITH
GREENWOOD FARM HISTORICAL, CULTURAL & ARTS ASSOCIATION,
INC. AND AMENDING ORDINANCE NO. 47-2008.**

WHEREAS, by Ordinance No. 47-2008 of this Council, the Greenwood Farm Historical, Cultural & Arts Association, Inc. (“GWFA”) was authorized to be established “for the purpose of operating, maintaining, restoring and programming of the use of the Greenwood Farm properties pursuant to articles of incorporation and under a lease agreement to be authorized by this Council”;

WHEREAS, GWFA was established as a non-profit corporation in Ohio and has assisted the City with renovations and repairs to the City-owned Greenwood Farm properties and on occasion programmed its use for public events in conjunction with the City, but not to the extent originally contemplated in 2008 when GWFA was incorporated; and

WHEREAS, GWFA does not permanently occupy the premises know as Greenwood Farm as originally contemplated by Ordinance No. 47-2008 and, therefore, a lease agreement between the City of Richmond Heights and GWFA was never necessary and remains unnecessary but a license agreement authorizing the occasional and temporary use of the premises is advisable.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Richmond Heights, State of Ohio, that:

Section 1: This Council authorizes the Mayor to enter into a license agreement with the Greenwood Farm Historical, Cultural & Arts Association, Inc. for the use of the City’s Greenwood Farm Properties as provided for under the terms and conditions of the “License Agreement” attached hereto and incorporated herein as Exhibit A.

Section 2: This Council ratifies as being authorized the Greenwood Farm Historical, Cultural & Arts Association, Inc.’s uses of the City’s Greenwood Farm properties from the Association’s inception in 2008 to date.

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 of 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: This Ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

David H. Roche, Mayor

APPROVED: _____

ATTEST: _____

Betsy Traben
Clerk of Council

Eloise Cotton-Henry
President of Council

EXHIBIT A

LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is entered into this ___ day of _____, 2018, by and between the City of Richmond Heights, an Ohio municipal corporation, whose mailing address is 26789 Highland Road, Richmond Heights, Ohio, 44143-1429 (hereinafter the "City"), and Greenwood Farm & Historical, Cultural & Arts Association, Inc., an Ohio non-profit corporation, whose mailing address is 1932 Service Corp, 1301 East 9th Street, Suite 3500, Cleveland, Ohio 44114 (hereinafter the "Licensee").

WITNESSETH:

WHEREAS, the City owns certain real property know as Greenwood Farm at or about 264 and 266 Richmond Road, Permanent Parcel Nos. 661-10-8005 and 661-10-8040, and one contiguous vacant parcel to the original Greenwood Farm recently acquired by the City, and known as Permanent Parcel No. 661-08-042, in the City of Richmond Heights, Ohio (hereinafter all three parcels are collectively referred to as "Greenwood Farm" in this Agreement).

WHEREAS, pursuant to Ordinance No. 47-2008, the Council of the City of Richmond Heights authorized the formation of Licensee, a non-profit corporation organized and existing pursuant to the laws of the State for Ohio, for the purpose of operating, maintaining, restoring, renovating and programming the use of Greenwood Farm.

WHEREAS, Licensee has requested permission from the City to periodically use Greenwood Farm for community programs, events and activities, fundraising events to support and assist in the maintenance and renovation of Greenwood Farm, its Association and Board meetings, and volunteer work sessions to assist with the maintenance, restoration and renovation of Greenwood Farm.

WHEREAS, it is in the best interest of the City to enter into this License Agreement to enhance utilization of Greenwood Farm for the benefit of the residents of, and visitors to, the City of Richmond Heights and to receive assistance, both financially and in-kind, from Licensee to maintain, restore and renovate Greenwood Farm.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

1. License for Use. In consideration of the covenants and agreements hereinafter set forth, the City hereby grants to Licensee a license for the use of Greenwood Farm free of charge for the purpose of permitting Licensee to periodically use Greenwood Farm for Licensee's Association and Board meetings, community programs, events and activities, fundraising events and volunteer work sessions to support and assist with the maintenance, restoration and renovation of Greenwood Farm, provided that advance written notice is given to the City's Mayor or the Mayor's designee for such uses, other than work sessions/activities and Licensee's Association and Board meetings. This License for Use shall not be construed to grant Licensee possession of Greenwood Farm.

2. **Area of Use.** Licensee shall be entitled to use the entire real property at Greenwood Farm, both the grounds and buildings, for the uses set forth in Section 1 of this Agreement, subject to the notice requirement in Section 1 above and subject to any safety and/or security measures that may be required by the City.
3. **Term.** The initial term of this Agreement shall be for a period of ten (10) years, commencing as of April 1, 2018 through March 31, 2028 (hereinafter, the "License Term"). After the initial ten (10)-year term, this Agreement shall automatically renew for one (1)-year terms (each term also being a "License Term") during subsequent years, unless the City or Licensee terminates the Agreement pursuant to Section 4 below.
4. **Termination.**
 - a. The City may terminate this Agreement at any time during the License Term, or any renewal term, for a violation or breach of the terms of this Agreement by giving Licensee thirty (30) days advance written notice to the Licensee's Board. Upon such termination, any costs of repairs and/or restoration of damage to Greenwood Farm caused by Licensee, other than normal wear and tear, shall be at the sole expense of Licensee.
 - b. The City may terminate this Agreement upon twenty-four (24) hours advance notice to Licensee for good cause, as reasonably determined by the City, which may include but is not limited to: the sale of alcoholic beverages to minors or intoxicated persons (whether any criminal charges are ever brought or successfully prosecuted); failure to keep areas of Greenwood Farm in a clean and neat condition; persistently loud and annoying noise from events or activities, persistent misbehavior by invitees; inadequate traffic control causing safety issues or activity that causes a public nuisance. Upon such termination, any costs of repairs and/or restoration of damage to Greenwood Farm caused by Licensee, other than normal wear and tear, shall be at the sole expense of Licensee.
 - c. The City may terminate this Agreement at any time, and without cause, upon three (3) months advance written notice to Licensee.
 - d. Licensee may terminate this Agreement at any time with advance written notice to the City.
5. **Insurance.** Licensee shall maintain and keep in full force throughout the term of this Agreement commercial general liability insurance against all claims for personal injury, death or property damage occurring at Greenwood Farm with minimum limits of coverage of One Million Dollars (\$1,000,000.00) per occurrence and an annual aggregate amount of One Million Dollars

(\$1,000,000.00). Licensee shall furnish to the City a certificate(s) of insurance evidencing these coverages and limits no later than the commencement of the License Term and at such additional times as may be requested by the City. Such policies shall have endorsements which name the City as an additional insured and shall be non-cancelable for any cause without first giving the City thirty (30) days prior written notice.

6. Indemnification. Licensee shall indemnify, defend, keep and hold the City and its officers, agents, and employees free and harmless from liability for any and all damages, loss, or penalties of any kind whatsoever incurred as a result of Licensee's use of Greenwood Farm pursuant to this Agreement. The aforesaid damages and penalties shall include, but shall not be limited to, damages arising out of personal injury, property damage, copyright infringement, defamation, antitrust, errors and omission, theft, fire, and all other damages arising out of Licensee's exercise of its rights under this Agreement, regardless of whether any act or omission complained of is authorized, allowed or prohibited by this Agreement. Such indemnification shall include, but not be limited to, reasonable attorney's fees and costs.
7. Improvements and Equipment.
 - a. Licensee shall not make any permanent improvements to the Licensed Area, without the prior written consent of the City.
 - b. Licensee may install standards or fencing with the prior written approval of the City.
 - c. After the expiration or termination of the License Term, Licensee shall remove any items of personal property it has placed at Greenwood Farm and repair and restore any and all damaged areas of Greenwood Farm that were caused by Licensee's use of Greenwood Farm to their previous condition. Upon such expiration or termination, any costs of repairs and/or restoration of damage to Greenwood Farm caused by Licensee, other than normal wear and tear, shall be at the sole expense of Licensee.
 - d. The City may, however, consent in writing that certain personal property may remain.
8. Cleaning, Maintenance, and Repair. Licensee shall be responsible for all cleaning and routine maintenance of the grounds, buildings and any equipment at Greenwood Farm for, during or after any events and activities for which Licensee is the sole sponsor, as well as any necessary repairs of the buildings, equipment and facilities damaged by Licensee's use of Greenwood Farm.
9. Permits and Approvals. Licensee shall be responsible for obtaining all permits, licenses, and/or approvals that are required by governmental agencies for any of

its uses of Greenwood Farm, other than the uses licensed herein. In the event Licensee intends to serve liquor at Greenwood Farm, Licensee shall be required to obtain the necessary permits from the State of Ohio.

10. Conditions of Use.

- a. Licensee shall use Greenwood Farm in a careful, safe and proper manner and in compliance with all relevant federal, state and local ordinances, laws, rules and regulations.
- b. Licensee shall not use Greenwood Farm or permit the same to be occupied or used for any purpose or business which is unlawful, contrary to this Agreement, or, in the City's reasonable judgment, is disreputable, immoral, or inappropriate.
- c. Licensee shall not use or allow Greenwood Farm to be used for any purpose or in any way which will increase the rate of insurance on the property or for any purpose other than that specified in the Agreement.
- d. Licensee shall not use any substance or perform any activity at the property that constitutes a fire hazard.
- e. Licensee shall make appropriate provision for disposal of all trash, garbage or debris that is generated from Licensee's use of Greenwood Farm.

11. Signs. Any temporary or permanent signs at Greenwood Farm must be in accordance with all applicable laws and ordinances. Any permanent sign at Greenwood Farm must be approved in writing in advance by the City. .

12. Assignment. Licensee's interest hereunder is a personal interest which may not be assigned to any other party without the written consent of the City. Neither the license interest, nor any interest of Licensee in Greenwood Farm, nor any improvements or personal property thereon shall be subject to involuntary assignment, transfer, or sale by operation of law in any manner whatsoever, and any such attempted involuntary assignment, transfer or sale shall be void and of no effect and shall, at the option of the City, terminate this Agreement.

13. Non-Waiver. The failure of the City to enforce any of the rights granted to it by this Agreement by reason of a violation or breach by Licensee of any of the terms of this Agreement shall not be construed as a waiver of the power of the City to exercise any such rights as to any subsequent or different violation or breach.

14. Severability. In the event any term of this Agreement shall be held invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such term nor the validity of any other term of this Agreement shall in any way be affected thereby.

15. **Survival of Covenants.** All promises made in this Agreement, including but not limited to indemnification and insurance provisions, shall survive the termination or expiration of this Agreement.
16. **Entire Agreement.** This written Agreement constitutes the entire understanding between the parties, superseding all previous negotiations, discussions and prior practices of the parties as to the use of Greenwood Farm and no modification or alteration of this Agreement shall be binding unless it is in writing and signed by both parties.
17. **Service.** Service of any communication required or permitted in this Agreement shall be made by personal service, electronic mail or certified mail, return receipt requested, at the addresses listed in the heading or at such other addresses as either party may provide in writing from time to time.
18. **Authorization.** Each person executing this Agreement warrants and represents that he or she is legally authorized to execute this Agreement on behalf of the legal entity for which he or she is signing.

CITY OF RICHMOND HEIGHTS, OHIO

Greenwood Farm & Historical, Cultural & Arts Association, Inc

By: _____
David H. Roche, Mayor

By: _____

Print Name: Frederick M. Casu

Title: President GWF

Approved as to legal form:

R. Todd Hunt
R. Todd Hunt
Director of Law
City of Richmond Heights, Ohio