

Beachwood City Council Meeting Agenda
Monday, April 15, 2019, 7:00 PM
at Beachwood City Hall, Council Chambers,
25325 Fairmount Boulevard, Beachwood, Ohio 44122

-Pledge of Allegiance to the Flag of the United States of America-
Pledge of Allegiance led by: Eli Ward

Agenda Items

1. Roll Call
2. Reports
 - a. Mayor
 - b. Council Member (non-agenda items)
 - c. Department Directors
3. Citizen's Remarks (City Council limits Citizen's Remarks to five (5) minutes each)
4. Approval of Minutes
5. Finance & Insurance Committee An Ordinance authorizing and directing the Payment of Certain Claims (Bills) **Ordinance No. 2019-50** for Professional and Other Services; and declaring this to be an urgent measure
6. Public Works Committee An Ordinance accepting a Certain Bid from Tri-Mor, Corporation for the **Ordinance No. 2019-51** Halburton Road Improvements - Phase 2 Project; and declaring this to be an urgent measure
7. Recreation/Community Services Committee An Ordinance authorizing the Mayor to enter into a Contract with First **Ordinance No. 2019-52** Student, Inc. for Bus Transportation Services for the City of Beachwood, Ohio 2019 Summer Camps and Programs; and declaring this to be an urgent measure
8. Recreation/Community Services Committee An Ordinance Amending Ordinance 2018-151 to Appropriate an Additional **Ordinance No. 2019-53** amount not to exceed Fifteen Thousand Dollars and No/Cents (\$15,000.00) to build a Community Dog Park; and declaring this to be an urgent measure

Pending

1. An Ordinance amending various sections of the City of Beachwood, Ohio Planning and Zoning Code and the City of Beachwood, Ohio Building Code to include the addition of Chapters 1108 and 1144. and the removal of Chapters 1115, 1149, 1301, 1315, 1319, 1321, 1323, 1325, 1331, and 1333
Placed on First Reading and referred to P&Z: May 7, 2018
Referred to Public Hearing that will be held on April 1, 2019: February 4, 2019
Public Hearing held on: April 1, 2019
2. An Ordinance amending BCO Chapter 1111, Section 1111.02, Subsection (I) Class U-7A Uses of the City of Beachwood, Ohio Planning and Zoning Code
Placed on First Reading and referred to P&Z: January 22, 2019

AN ORDINANCE AUTHORIZING AND DIRECTING THE PAYMENT OF CERTAIN CLAIMS (BILLS) FOR PROFESSIONAL AND OTHER SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

BE IT ORDAINED by the Council of the City of Beachwood, State of Ohio, that the Director of Finance is hereby authorized and directed to issue his respective warrants for the following claims, to wit:

Section 1:

<u>For Supplies and Services</u>	<u>April 15, 2019</u>	<u>\$1,437.50</u>
Tactical Planning	Professional Services	\$1,437.50

Section 2: It is found and determined that all formal actions and deliberation of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is hereby declared an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that it is necessary to approve said item and/or services available for use at the earliest possible time, to serve the City of Beachwood and its citizens.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the 15th day of April, 2019 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 16th day of April, 2019 and filed it with the Clerk.

Mayor

AN ORDINANCE AUTHORIZING AND DIRECTING THE PAYMENT OF CERTAIN CLAIMS (BILLS) FOR PROFESSIONAL AND OTHER SERVICES; AND DECLARING THIS TO BE AN URGENT MEASURE

BE IT ORDAINED by the Council of the City of Beachwood, State of Ohio, that the Director of Finance is hereby authorized and directed to issue his respective warrants for the following claims, to wit:

Section 1:

For Supplies and Services	April 15, 2019	\$1,437.50 <i>244</i>
Tactical Planning	Professional Services	\$1,437.50

Section 2: It is found and determined that all formal actions and deliberation of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is hereby declared an urgent measure immediately necessary for the public peace, health or safety or the efficient operation of the City; and for the further reason that it is necessary to approve said item and/or services available for use at the earliest possible time, to serve the City of Beachwood and its citizens.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the 15th day of April 2019 and presented to the Mayor.

Clerk

Approval: I have approved this legislation this 16th day of April and filed it with the Clerk.

Mayor

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

City of Beachwood
Accounts Payable
P.O. Box 22659
Beachwood, Ohio 44122

March 18, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1911

For professional services rendered as follows:

Meeting Re: Park East Drive Rezoning (3/6/19)

G. Smerigan	1.5 Hours	@	\$115.00 / hour	\$172.50
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Meeting Re: Police Station Project (3/8/19)

G. Smerigan	2.5 Hours	@	\$115.00 / hour	\$287.50
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Meeting Re: Proposed Goddard School Project (3/6/19)


G. Smerigan	1.5 Hours	@	\$115.00 / hour	\$172.50
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TOTAL DUE THIS INVOICE

\$632.50

Thank you,

APPROVED FOR PAYMENT
BY: Will Grissell
DATE: 3/22/19
P/O: _____


George Smerigan
Managing Member



Attn: Accounts Payable
P.O. Box 22659
Beachwood, OH 44122

PURCHASE ORDER

Deliver To CITY OF BEACHWOOD
SHIPPING AND RECEIVING
23355 MERCANTILE ROAD
BEACHWOOD, OH

Page Number 1
P.O. Number 2019-00131
Req. Number 19-611-0002-A
P.O. Date 01/04/2019
Ship Via
Terms

Vendor 05539
TACTICAL PLANNING LLC
P.O. Box 3163
CUYAHOGA FALLS, OHIO 44223

ALL INVOICES MUST CONTAIN A FEDERAL TAXPAYER IDENTIFICATION NUMBER AND SHOULD BE FORWARDED TO THE BILL TO ADDRESS DETAILED ABOVE. THE ABOVE PURCHASE ORDER NUMBER MUST APPEAR ON ALL BILLS AND PACKAGES. Material on this order is from the Ohio Sales Tax and Federal Excise Taxes.

Line	Description	Account	Qty	Unit	Price/Unit	Amount
001	PLANNING SERVICES	101.611.53120				\$17,250.00

BUILDING DEPT PLANNING SERVICES FOR 2019
PER ORDINANCE #2018-186
Rate of \$115/hour

Purchase Order Total: \$17,250.00

DIRECTOR OF FINANCE CERTIFICATE

It is hereby certified that the amount required to meet and/or satisfy the contract, agreement, obligation, payment or expenditure for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or is in the process of collection and is free from any obligation or certification now outstanding.

DIRECTOR OF FINANCE

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

City of Beachwood
Accounts Payable
P.O. Box 22659
Beachwood, Ohio 44122

March 29, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1912

*# Memo
#1993104
Signarama Mayfield*

For professional services rendered with regard to plan reviews and report preparation for the **March 28, 2019 Planning and Zoning Commission Meeting** as follows:

<u>P&Z 2019-04</u>	<u>Signarama Mayfield / Beachwood Apartments</u>			
G. Smerigan	1.5 Hours	@	\$115.00 / hour	\$172.50

✓

TOTAL DUE THIS INVOICE

\$172.50

APPROVED FOR PAYMENT
By: Will Triswold
DATE: 4/1/19
P/O: _____

Thank you,



George Smerigan
Managing Member

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

City of Beachwood
Accounts Payable
P.O. Box 22659
Beachwood, Ohio 44122

March 29, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1913

Novo
#1993105
Signarama Mayfield

For professional services rendered with regard to plan reviews and report preparation for the **March 28, 2019 Planning and Zoning Commission Meeting** as follows:

<u>P&Z 2019-05</u>	<u>Signarama Mayfield / The Vue Apartments</u>
G. Smerigan	1.5 Hours @ \$115.00 / hour \$172.50

[Signature]

TOTAL DUE THIS INVOICE

\$172.50

APPROVED FOR PAYMENT
BY: Will Friswell
DATE: 4/1/19
P/O: _____

Thank you,

[Signature]

George Smerigan
Managing Member

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

City of Beachwood
Accounts Payable
P.O. Box 22659
Beachwood, Ohio 44122

March 29, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1914

Memo
#1993106
MO Gym LLC

For professional services rendered with regard to plan reviews and report preparation for the **March 28, 2019 Planning and Zoning Commission Meeting** as follows:

<u>P&Z 2019-06</u>	<u>MD Gym, LLC</u>			
G. Smerigan	2.0 Hours	@	\$115.00 / hour	\$230.00

✓

TOTAL DUE THIS INVOICE

\$230.00

Thank you,



George Smerigan
Managing Member

PAID FOR PAYMENT
DATE: Will Griswold
4/1/19
P/O: _____

✓

Tactical Planning, LLC

P.O. Box 3163
Cuyahoga Falls, Ohio 44223
Ph: 440-725-1886
geosmerigan@gmail.com

INVOICE

City of Beachwood
Accounts Payable
P.O. Box 22659
Beachwood, Ohio 44122

March 29, 2019

FED ID # 46-3453684

P.O. # 2014-00196

INV # BW-1915

For professional services rendered with regard to plan reviews and report preparation for the **March 28, 2019 Planning and Zoning Commission Meeting** as follows:

P&Z 2019-07 Eat'n Park Hospitality Group, Inc.

G. Smerigan 2.0 Hours @ \$115.00 / hour \$230.00

memo
** 1993107*
Eat'n Park

✓

TOTAL DUE THIS INVOICE

\$230.00

Thank you,



George Smerigan
Managing Member

APPROVED FOR PAYMENT

BY: Will Grissom

DATE: 4/1/19

P/O: _____

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Chris Arrietta, Public Works Director
DATE: 4/2/2019
SUBJECT: An Ordinance accepting a Certain Bid from Tri-Mor, Corporation for the Halburton Road Improvements - Phase 2 Project; and declaring this to be an urgent measure

Mayor,

With your permission, I would like to place the Halburton-Phase 2 Road Project bid results on the April 15th council meeting. The bid documents and a recommendation from Joe Ciuni will be forwarded to you on Monday, April 8th.

Thank you.

Chris

AN ORDINANCE ACCEPTING A CERTAIN BID FROM TRI-MOR, CORPORATION FOR THE HALBURTON ROAD IMPROVEMENTS – PHASE 2 PROJECT; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, five (5) bids were received by the Clerk on April 5, 2019, for the Halburton Road Improvements – Phase 2 Project, pursuant to an advertisement for competitive bidding as required by law; and

WHEREAS, the bid of Tri-Mor, Corporation, in an amount not to exceed Seven Hundred Seventy Four Thousand, Two Hundred Ninety Six Dollars and Fifty Cents (\$774,296.50), was the lowest and best bid received; and

WHEREAS, the Public Works Director and City Engineer have recommended that Council accept the bid of Tri-Mor, Corporation.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: Based upon the recommendation of the Public Works Director and the City Engineer, the bid of Tri-Mor, Corporation, is found to be the lowest and best bid received for the Halburton Road Improvements – Phase 2 Project, in an amount not to exceed Seven Hundred Seventy Four Thousand, Two Hundred Ninety Six Dollars and Fifty Cents (\$774,296.50).

Section 2: The Mayor is authorized to enter into a contract on behalf of the City of Beachwood, Ohio with said Company.

Section 3: It is found and determined that all formal actions and deliberations of Council and its committees, relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 4: This Ordinance is hereby declared an urgent measure which is immediately necessary for the preservation of the public peace, health, safety or efficient operation of the City, and for the further reason that the work may begin as soon as possible; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 15th day of April, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16th day of April, 2019.

Clerk

Approval: I have approved this legislation this 16th day of April, 2019, and filed it with the Clerk.

Mayor



Akron Office

520 South Main Street
Suite 2531
Akron, OH 44311

tel 330.572.2100
fax 330.572.2101
www.gpdgroup.com

April 5, 2019

Honorable, Martin S. Horwitz, Mayor
City of Beachwood
25325 Fairmount Blvd.
Beachwood, OH 44122

RE: Halburton Road Improvements, Phase 2

Dear Mayor Horwitz:

On Friday April 5, 2019, we opened bids for the above referenced project. Five (5) bids were received and they are listed below:

- | | |
|------------------------------------|---------------|
| 1. TriMor Corporation | \$ 774,296.50 |
| 2. Catts Construction Company | \$ 845,480.00 |
| 3. Fabrizi Trucking and Paving Co. | \$ 872,205.00 |
| 4. C.A. Agresta Construction Co. | \$ 934,779.50 |
| 5. Perk Company Inc. | \$ 992,025.30 |

The Engineer's Estimate for this project is \$950,000.00. The project is specified to be completed in 80 days.

The scope of work includes replacement of the roadway with a new concrete road, in the same manner as Phase 1. All drainage structures, curbs, drive aprons, and ADA ramps will be replaced.

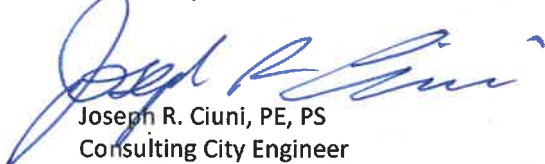
TriMor Corporation submitted the Low Bid. They completed Phase 1 of the project last year and we were satisfied with their work, their schedule and their communication with the residents.

We hereby recommend TriMor Corporation as the lowest and best bidder for this project at \$774,296.50 for this project.

Returned herewith is a tabulation of all bids received and the actual bidding documents.

Sincerely,

GPD Group



Joseph R. Ciuni, PE, PS
Consulting City Engineer

Cc: Chris Arrietta, Service Director
File 2018119.18

DAY/ DATE: April 5, 2019 TIME: 1:00 P.M. LOCATION HELD: Beachwood Law Dept. Conference Room

BIDDERS FOR (ITEM OR PROJECT): Halburton Road Improvements - Phase 2

PERSON OPENING BIDS: Whitney M. Crook, Clerk of Council

<u>BIDDER NAME</u>	<u>BID BOND</u> <i>(Properly Executed & Signed)</i>	<u>NON-COLLUSION</u> <u>AFFIDAVIT</u> <i>(Properly Executed)</i>	<u>BID AMOUNT</u>
<u>Verk Company, Inc.</u>	<u>✓</u>	<u>✓</u>	\$ <u>992,025.30</u>
<u>Fabriczi Trucking & Hauling Co.</u>	<u>✓</u>	<u>✓</u>	\$ <u>872,205.00</u>
<u>CATTS Construction</u>	<u>✓</u>	<u>✓</u>	\$ <u>845,480.00</u>
<u>Tri-mor</u>	<u>✓</u>	<u>✓</u>	\$ <u>774,296.50</u>
<u>C.A. Agresta Const. Co.</u>	<u>✓</u>	<u>✓</u>	\$ <u>934,179.50</u>
<u> </u>	<u> </u>	<u> </u>	\$ <u> </u>
<u> </u>	<u> </u>	<u> </u>	\$ <u> </u>
<u> </u>	<u> </u>	<u> </u>	\$ <u> </u>

CONTRACT WITH TRI-MOR COPORATION FOR THE HALBURTON ROAD IMPROVEMENTS – PHASE 2 PROJECT

This Contract is entered into by and between TRI-MOR CORPORATION, 8530 North Boyle Parkway, Twinsburg, Ohio 44087 ("Contractor") and the CITY OF BEACHWOOD, OHIO, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WHEREAS, the Clerk of Council, pursuant to a Motion passed by Council on **February 19, 2019**, advertised for bids for the work and/or services, hereinafter described, on **March 21, 2019 and March 22, 2019 and on March 21, 2019 and March 28, 2019** which bids were due on or before **1:00 o'clock P.M. on Friday, April 5, 2019**, at which time all bids were publicly opened and immediately tabulated and filed for public inspection with the Clerk of Council; and

WHEREAS, Council received the tabulation of the bids at a Public meeting held on **April 15, 2019**, at which time Council adopted **Ordinance No. 2019-51** approving the bid of the Contractor to be the lowest and best bid ("Bid") and awarding this Contract.

WITNESSETH, that in consideration of the Contractor being recommended by the Public Works Director and chosen by the City, and for the money considerations provided herein, the parties covenant and agree as follows:

1. Based upon the recommendation of the Public Works Director, and as approved by City Council, the Mayor is authorized to enter into this Contract for Halburton Road Improvements – Phase 2 Project with the Contractor, in an amount not to exceed Seven Hundred Seventy Four Thousand, Two Hundred Ninety Six Dollars and Fifty Cents (\$774,296.50).

2. The Contractor shall provide labor and materials for the Halburton Road Improvements – Phase 2 Project as submitted in its bid proposal and in accordance with the City's specifications. Before commencing any work, Contractor shall submit an action plan for approval by the Beachwood Police Department showing the means the Contractor will use to comply with the Supervision and Safety requirements contained in the specifications. All work shall be completed in accordance with a time schedule approved by the Public Works Director.

3. The Contractor shall furnish the Public Works Director and City Finance Director with a record of services rendered monthly, not later than five (5) days following the end of each month of the activity on forms approved by the Finance Director.

4. The Contractor is an independent contractor, having discretion over the means, methods and details of the services to be performed consistent with the overall goals and policies of the Public Works Department of the City of Beachwood, and shall provide all equipment, materials and labor necessary to perform the services. Contractor shall provide any necessary training of its employees. Contractor shall be responsible for arranging for Workers' Compensation coverage or equivalent for its employees, and shall deliver to the City a copy of a certificate showing compliance with such laws and shall comply with all laws applicable in the City of Beachwood or the State of Ohio. Contractor shall be responsible for verifying that the most current wage rates are utilized and for any changes in the prevailing wage rates or classifications throughout its performance of this Contract.

5. The City shall be entitled to cancel this Contract upon giving a five (5) days written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this Contract or to furnish satisfactory work in connection with the required services. The City shall be entitled to terminate this Contract immediately upon a determination by the Public Works Director or Safety Director of the City that any act or omission arising from the work jeopardizes the safety or health of any person. The Contractor shall perform all work in accordance with all Federal, State and local laws and regulations governing such services. The Contractor shall operate during times approved and specified by the City.

6. Contractor shall provide labor and materials for the Halburton Road Improvements – Phase 2 Project without any sub-contractors and will provide proper supervision and supervisory personnel in connection therewith.

7. Contractor shall furnish the City with evidence of general liability insurance from a company licensed by the State of Ohio in the amount of One Million Dollars (\$1,000,000.00) for any accidental occurrence arising out of any act or omission by the Contractor which causes bodily harm or property damage, and shall cause the City to be named as an additional insured on the policy. Contractor agrees to fully defend, indemnify and hold the City harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the services provided under this Contract, and whether involving employee claims or third party claims.

8. Ohio law prohibits any state agency or political subdivision from awarding a Contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings For Recovery Certification.

9. This Contract consists of this instrument and the component parts all of which are incorporated herein by reference as if fully rewritten, numbered and signed by the parties. Such documents, unless waived in writing by the Law Director, shall include, but are not limited to, plans and drawings, specifications, warranties, performance bond approved by the City Law Director, proof of satisfactory liability insurance, proof of workers' compensation coverage in accordance with the laws of Ohio, the laws of the City of Beachwood, copies of advertisement, bid tabulations and purchase orders.

10. It shall be the responsibility of Tri-Mor Corporation to obtain a copy of the purchase order issued by the City for the approved amount of this Contract. Furthermore, it shall be the responsibility of Tri-Mor Corporation to track remaining funds available and to not invoice the City for any amounts not approved by the terms of this Contract. Any alterations to this Contract shall conform to BCO 121.09(a). Invoices that exceed the approved amount of this Contract will not be paid by the City.

11. In the event of dispute, the Contractor first shall be required to and shall have the right to appeal directly to the Council of the City of Beachwood, and a decision by Council shall be a condition precedent to the institution of any litigation in a court of competent jurisdiction. Any legal action arising out of this Contract shall be brought only in a court of competent jurisdiction sitting in Cuyahoga County, Ohio.

12. This Contract may be executed by electronic mail, facsimile and in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

13. Contractor acknowledges that no modifications can be made to this Contract without prior written action and prior approval by the Mayor and City Council.

14. This Contract represents the entire agreement between the parties, will be governed by the laws of the State of Ohio, and shall be binding upon both parties. This Contract cannot be assigned by the Contractor without the prior written permission of the City.

IN WITNESS WHEREOF, the parties have set their hand to this Contract on the dates next to their respective signatures.

TRI-MOR CORPORATION

CITY OF BEACHWOOD

By:_____

By:_____

Martin S. Horwitz, Mayor

Title:_____

Date:_____

Date:_____

Approved as to form:

Diane A. Calta
Director of Law
Nathalie E. Supler
Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
216-595-5462
Date:_____

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a Contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against Tri-Mor Corporation

SIGNATURE

PRINTED NAME

TITLE

DATE

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligations under this Contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Larry Heiser
Director of Finance
Date: _____

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Karen Carmen, Community Services Director, Pete Conces, Recreation Supervisor
DATE: 3/25/2019
SUBJECT: An Ordinance authorizing the Mayor to enter into a Contract with First Student, Inc. for Bus Transportation Services for the City of Beachwood, Ohio 2019 Summer Camps and Programs; and declaring this to be an urgent measure

We have received 2 bids and one response informing us that they cannot provide a bid, for Bus Transportation for our Summer Camps. The lowest and best bid is from First Student.

First Student has provided Summer Bus Camp Transportation for us the past 6 years and has been a reliable vendor for us. The bid came in at \$43.50 per hour per bus, with billing starting at their bus garage (3381 East Waterloo, Akron) and ending at the last drop off location in Beachwood. These are the exact same prices and terms as last year.

We recommend accepting this quotation and entering into a contract with First Student.

INTRODUCED BY:

ORDINANCE NO. 2019-52

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH FIRST STUDENT, INC. FOR BUS TRANSPORTATION SERVICES FOR THE CITY OF BEACHWOOD, OHIO 2019 SUMMER CAMPS AND PROGRAMS; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, the Recreation Department obtained three quotations for bus transportation for the 2019 Summer Camps and Programs; and

WHEREAS, it is the recommendation of the Community Services Director, that First Student, Inc. is the best quotation received at a cost of Forty-Three Dollars and Fifty Cents (\$43.50) per hour, per bus, billing will start from 3381 East Waterloo in Akron and end at last drop off location in Beachwood.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, County of Cuyahoga and State of Ohio, that:

Section 1: The Mayor is hereby authorized to enter into a Contract with First Student, Inc., for bus transportation services for the City of Beachwood, Ohio 2019 Summer Camps at a cost of Forty-Three Dollars and Fifty Cents (\$43.50) per hour, per bus, pursuant to the quotation that is attached hereto and incorporated herein as Exhibit "A". Billing will start from 3381 East Waterloo in Akron and end at the last drop off location in Beachwood.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 Codified Ordinances of the City.

Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City; such necessity existing by the reason of assuring the City's uninterrupted use of bus transportation services for the 2019 Summer Camps and Programs, including appropriate insurance coverage for the same; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on 15th day of April, 2019 and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16th day of April, 2019.

Clerk

Approval: I have approved this legislation this 16th day of April, 2019 and filed it with the Clerk.

Mayor



First Student Inc.
3381 East Waterloo rd
Akron, OH 44312
330-628-3851 Tel
330-628-3867 Fax

.....

3/8/19

**Beachwood Recreation
Summer Camp Bus Transportation Bid Requirements**

Transportation Quote -72 passenger buses

Summer Field Trip

**All summer camp field trips and or our field trips will be billed at \$43.50 per hour.
(Billing will Start from 3381 East Waterloo and End at last drop off location in
Beachwood.)**

Air Condition Bus

**We have 1-24 & 1-45 passenger air conditioned bus with wheel chair lifts at \$43.50 per
hour.**

**All of our buses are equipped with GPS units and we are able to track them from our
dispatch office to ensure all times are accurate.**

Lonnie Meeker

**Contract Manager
CC: Evelyn Halterman
Dispatch**

Pete Conces

From: Lane, Kim <klane@durhamschoolservices.com>
Sent: Wednesday, March 20, 2019 9:52 AM
To: Pete Conces
Cc: Dodd, Carla
Subject: RE: Camp Transportation Bid

If it's not too late I would like to submit a bid. Our hourly rate, for your program is \$50/hour, plus 1 (one) hour of travel time/bus/trip. If you need any additional information please let me know.

Thank you

Kimberly A. Lane
General Manager
PETERMANN/6400

91 Owen Brown St
Hudson, OH 44236
Cell: 330-858-9299
Direct: 330-653-3355
Fax: 330-653-3375

From: Pete Conces [<mailto:Pete.Conces@beachwoodohio.com>]
Sent: Thursday, March 07, 2019 10:48 AM
To: Lane, Kim
Subject: Camp Transportation Bid

Kim,

It's that time of year once again when I begin to prepare for my summer day camps. Along with that is our need to get bids for our Summer Transportation needs. My bid specs are the same as last year and I don't anticipate any changes at this time. The bid specs are attached. Please let me know if you have any questions. If possible, I would like to have the bids back no later than Monday March 18. Thanks!

Sincerely,

Pete Conces

Pete Conces
Recreation Supervisor
(216) 292-1970 - Office
(216) 292-1976 - Fax
Pete.Conces@beachwoodohio.com

CITY OF
Beachwood

Pete Conces

From: John Wervey <john@pctbus.com>
Sent: Thursday, March 14, 2019 5:01 PM
To: Pete Conces
Subject: RE: Camp Transportation Bids

Hi Pete,

Thanks for the request but we are not able to submit a quote this year. Please include us for next year as well if possible.

Thank you,

John

John D. Wervey
Vice President / General Manager
Precious Cargo Trailways
john@pctbus.com
www.pctbus.com
Cell: 440-759-9001
Office: 440-543-9272 Ext. 29



From: Pete Conces [<mailto:Pete.Conces@beachwoodohio.com>]
Sent: Thursday, March 07, 2019 10:58 AM
To: 'John Wervey'
Subject: Camp Transportation Bids

John,

Any chance you might be interested in bidding on our Bus Camp transportation services this summer? If you get a chance, let me know. Bid specs are attached. Thanks!!

Sincerely,

Pete Conces

Pete Conces
Recreation Supervisor
(216) 292-1970 - Office
(216) 292-1976 - Fax
Pete.Conces@beachwoodohio.com

CITY OF
Beachwood

CONTRACT WITH FIRST STUDENT, INC. FOR BUS TRANSPORTATION SERVICES FOR THE CITY OF BEACHWOOD, OHIO RECREATION DIVISION 2019 SUMMER CAMPS AND PROGRAMS

This Contract is entered into by and between FIRST STUDENT, INC., 3381 East Waterloo Road, Akron, Ohio 44312 ("Contractor") and the CITY OF BEACHWOOD, 25325 Fairmount Boulevard, Beachwood, Ohio 44122 ("City");

WITNESSETH, upon the recommendation of the Community Services Director and the Recreation Supervisor, and the approval of Council, for the money considerations provided herein, the parties covenant and agree as follows:

1. Contractor shall provide bus transportation services related to the City's 2019 Summer Camps and Recreation Programs in the City of Beachwood, Ohio in accordance with the City's proposal request and the Contractor's quotation, a copy of which is attached hereto and incorporated herein. Daily shuttles will be a rate of Forty-Three Dollars and Fifty Cents (\$43.50) per hour, per bus, for 72 passenger buses (three per seat), and operating during the Day Camp Schedule, including field trips. Billing will start from 3381 East Waterloo Road, Akron, Ohio 44312 and end at the last drop off location in Beachwood, Ohio.

2. Contractor agrees to report at the City's designated location fifteen (15) minutes prior to each scheduled departure.

3. The City shall provide supervision of the children and other guests of all participants in its Summer Camps and Programs during the times the Contractor's transportation vehicles are in use.

4. Contractor shall furnish the Community Services Director and Finance Director with a record of services rendered monthly, not later than five (5) days following the end of each month, on forms approved by the Finance Director.

5. It shall be the responsibility of First Student, Inc. to obtain a copy of the purchase order issued by the City for the approved amount of this Contract. Furthermore, it shall be the responsibility of First Student, Inc. to track remaining funds available and to not invoice the City for any amounts not approved by the terms of this Contract. Any alterations to this Contract shall conform to BCO 121.09(a). Invoices that exceed the approved amount of this Contract will not be paid by the City

6. The Contractor is an independent Contractor who shall provide all equipment, materials and labor necessary to perform the work. Contractor shall be responsible for arranging for workers' compensation coverage for its employees and shall deliver to the City a copy of a certificate showing compliance with such laws. Contractor further agrees to file an income tax return with the City of Beachwood Tax Department in accordance with municipal tax laws.

7. The City shall be entitled to cancel this Contract upon giving five (5) days written notice to the Contractor for failure of the Contractor to comply with any of the provisions of this Contract or to furnish satisfactory work in connection with the required services. The City shall be entitled to terminate this Contract immediately upon a determination by the Community Services Director or Safety Director of the City that any act or omission arising from the work jeopardizes the safety or health of any person. The Contractor shall perform all work in accordance with all Federal, State and local laws and regulations governing such services. The Contractor shall perform services during times approved and specified by the City.

8. Contractor shall provide the services without any sub-contractors and shall provide proper supervision and supervisory personnel in connection with all of the services performed. Contractor is responsible for all employee background checks.

9. Contractor shall furnish the City with evidence of general liability insurance from a company licensed by the State of Ohio in the amount of One Million Dollars (\$1,000,000.00) for any accidental occurrence arising out of any act or omission by the Contractor that causes bodily harm or property damage and shall cause the City to be named as an additional insured on the policy. Contractor agrees to fully defend, indemnify and hold the City harmless from any and all claims, demands or causes of action for personal injury, property damage or otherwise arising from the work and services provided, whether involving employee claims or third party claims.

10. Ohio law prohibits any state agency or political subdivision from awarding a contract, in excess of twenty-five thousand dollars (\$25,000.00), for goods, services, or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. Contractor certifies that an unresolved finding for recovery has not been issued against Contractor and attached is a completed Findings For Recovery Certification.

11. This Agreement may be executed by electronic mail, facsimile or in counterparts, each of which shall be deemed an original and all of which shall be deemed to be one and the same instrument.

12. Contractor acknowledges that no modifications, including but not limited to change orders, can be made to this Contract without prior written action and prior approval by the Mayor and City Council.

13. This Contract represents the entire agreement between the parties, is governed by the laws of the State of Ohio, and shall be binding upon both parties. This Contract cannot be assigned by the Contractor without the prior written permission of the City.

14. This Contract shall be effective at the start of the City's Recreation Division 2019 Summer Camps and Programs through the close of camp as advertised by the City.

IN WITNESS WHEREOF, the parties have set their hand to this Contract on the dates next to their respective signatures.

FIRST STUDENT, INC.

CITY OF BEACHWOOD

By:_____

By:_____

Martin S. Horwitz, Mayor

Title:_____

Date:_____

Date:_____

Approved as to form:

Diane A. Calta
Director of Law
Nathalie E. Supler
Assistant Law Director
25325 Fairmount Boulevard
Beachwood, Ohio 44122
216-595-5462
Date: _____

CERTIFICATE OF THE DIRECTOR OF FINANCE

To the Mayor/Director of Public Safety:

I hereby certify that the amount required to meet the City's obligations under this Contract has been lawfully appropriated and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

Larry Heiser
Director of Finance
Date: _____

FINDINGS FOR RECOVERY CERTIFICATION

I am aware that Ohio law, under certain circumstances, prohibits a political subdivision from awarding a Contract for goods, services or construction to any person against whom a finding of recovery has been issued by the Auditor of State, if that finding is unresolved. I hereby certify that an unresolved finding for recovery has not been issued against First Student, Inc.

SIGNATURE

PRINTED NAME

TITLE

DATE

CITY OF BEACHWOOD

INTER-OFFICE COMMUNICATION

TO: Martin Horwitz, Mayor
FROM: Karen Carmen, Community Services Director
DATE: 4/3/2019
SUBJECT: An Ordinance Amending Ordinance 2018-151 to Appropriate an Additional amount not to exceed Fifteen Thousand Dollars and No/Cents (\$15,000.00) to build a Community Dog Park; and declaring this to be an urgent measure

Barkwood, the City of Beachwood's first dog park is under construction and slated to open on or before July 7, 2019.

Our internal team can deliver Barkwood under budget.

For \$137,987, we can offer 75% turf coverage or 16,200 sf. The additional 6,900 footage would be exposed stone (the under base.) There are several parks in the area that use stone as their base.

We are requesting an increase to our original budget of \$150,000 of \$15,000 to allow for 100% turf coverage. The additional turf expense is \$12, 874. From aesthetics to maintenance over the length of the project, this will be money well spent.

In our initial proposal, we had not yet determined the nature of the ground cover to be used. After debating grass vs. artificial turf, it was determined that the artificial surface, although more expensive, would also eliminate a lot of future maintenance expense. The cost of installing an initial irrigation system, weekly cutting, watering, and the extra work in shutting down periodically to re-seed was determined to be in excess of \$100,000 over 10 years.

It is also worth noting that several of the expenses attributed to the budget of this park will actually go to long range improvements in the whole Beachwood Park East. The installation of water on that side of the park requires Cleveland Water to install a "water vault." This was initially estimated at a high figure of \$21,500. In reality, depending on how the trenching is done, it may come in as low as \$16,000. Having water on that side of the street will allow us to add a comfort station or possibly another pavilion (with bathrooms) in years to come, as the East side of the park gets busier.

Also, the cost of bringing in electrical service and fiber for both the locked entrance gate and a security camera are costs that would be necessary as use in the East Park expands. Together, these costs are about \$10,000. In the future, it is the administration's plan to introduce additional security cameras on both sides of the park.

It is also worth noting that we will be selling key fobs for \$25@. 200 fobs will yield an additional \$5,000 in income which also can be applied to the additional turf expense.

With your support, please place on the next April 15 Council agenda.

INTRODUCED BY:

ORDINANCE NO. 2019-53

AN ORDINANCE AMENDING ORDINANCE 2018-151 TO APPROPRIATE AN ADDITIONAL AMOUNT NOT TO EXCEED FIFTEEN THOUSAND DOLLARS AND NO/CENTS (\$15,000.00) TO BUILD A COMMUNITY DOG PARK; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, City Council adopted Ordinance No. 2018-151 on October 8, 2018, which authorized the engineering, design and construction of a Community Dog Park; and

WHEREAS, the Community Services Director has now requested an additional Fifteen Thousand Dollars and No/Cents (\$15,000.00) for costs that may be incurred for the installation of additional turf.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, County of Cuyahoga, and State of Ohio, that:

Section 1: Council hereby amends Ordinance No. 2018-151 to appropriate an additional amount not to exceed Fifteen Thousand Dollars and No/Cents (\$15,000.00) from the General Fund for the Community Dog Park.

Section 2: It is found and determined that all formal actions and deliberations of Council and its committees relating to the passage of this legislation that resulted in formal action were in meetings open to the public where required by Chapter 105 of the Codified Ordinances of the City.

Section 3: This Ordinance is declared to be an urgent measure which is immediately necessary for the preservation of the public peace, health or safety or the efficient operation of the City and for the further reason that construction may continue uninterrupted; wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify this legislation was duly adopted on the 15th day of April, 2019, and presented to the Mayor for approval or rejection in accordance with Article III, Section 8 of the Charter on the 16th day of April, 2019.

Clerk

Approval: I have approved this legislation this 16th day of April, 2019, and filed it with the Clerk.

Mayor