

**VILLAGE OF CHAGRIN FALLS
STREETS AND SIDEWALKS COMMITTEE
January 23, 2012**

Members present: Evans, Lutz, Subel
Also present: Himes, Newell, Rogoff, Lannon

The meeting was called to order at 7:00 p.m. by Chairman Janis Evans.

NORTH STREET RECONSTRUCTION

Mr. Lannon updated the Committee on the project and the funding. He advised that the Village has about \$350,000 in earmark funds through LaTourette's office, \$1,200,000 in NOACA transportation funds and about \$200,000 for the watermain replacement from Ohio Public Works Commission. The earmark is 100% federal funds and the NOACA funds are 80% federal with a 20% local match. The local cost for the waterline portion is about \$425,000 that will come from the Water Capital Improvement fund. Mr. Himes said that with the loss of estate tax the Council will need to address funding of the local share in a structural sense.

The committee needs to decide if there will be sidewalks installed as part of this project. Kathryn Garvey said that the Safe Routes to School group views feels that sidewalks are a priority. There was discussion regarding asphalt or brick roadway. It was suggested that a public meeting for residents should be held to discuss whether or not they would like to see sidewalks on North Street.


SAFE ROUTES TO SCHOOL SIDEWALKS

Mr. Himes said back in March of last year Spillway was planning to build the Mill Street section of the Safe Routes to School sidewalk route as part of their project. At this point in time they are not prepared to do that. The Village has the Safe Routes to School Grant of just over \$350,000 going for sidewalks from East Orange to East Washington Street on Mill and Cleveland Streets. We need to know whether or not the Village wishes to proceed with this project now or wait until Spillway is ready to go. Mr. Lannon said that the total project cost is about \$600,000 so the shortfall is about \$250,000. The Village can use the federal earmark funds for North Street on the Mill Street sidewalk because the application was written to include Mill Street. The only local cost would be preparation of plans. Mr. Himes advised that the development agreement with Spillway contemplates a tax increment financing agreement and that could be written to allow for reimbursement of the Village for taking on Spillway's development agreement obligation. This approach maximizes the grants available and pushes the local match into the future when the North Street project is built, currently scheduled for 2014. It was generally agreed that this is the best approach.

Mr. Lannon said he will put together the cost information for the Committee to move the Safe Routes to school portion ahead.

Mrs. Evans said they can meet again next month.

The meeting adjourned at 7:35 p.m.



Janis Evans, Chairman
lgb/bth

**VILLAGE OF CHAGRIN FALLS
STREETS AND SIDEWALKS COMMITTEE
August 13, 2012**

Members present: Evans, Lutz, Subel
Also present: Mayor Brick, Bloom, Himes, Chess, Brosius, Byron, Lannon

The meeting was called to order at 7:45 p.m. by Chairman Janis Evans.

FILM FESTIVAL SIGN AND FLAG REQUEST

Mrs. Evans explained that the Chagrin Documentary Film Festival has requested that they be allowed to put signs up at the main entrances into the village, similar to what the Chamber did for the sidewalk sale. They have also requested to fly flags, as the village does for Memorial Day and the 4th of July. There will be American flags and international flags representing the different countries where the directors are from.

Moved by Mrs. Lutz, seconded by Mr. Subel that we recommend the two requests from the Chagrin Documentary Film Festival to Council for approval. The motion carried unanimously.

CLEVELAND STREET STONE WALL REPAIR

Mr. Himes explained that they opened bids for the repair of the wall on the east side of the Cleveland Street hill going down to the bridge from Bell Street. The scope of the work will include some total rebuild of the wall and the rest would be repair, replacing the stones, and fixing the mortar and mortar cap on top of the wall. The low bid was Ray Arnold Masonry for \$17,437.

Moved by Mrs. Lutz, seconded by Mr. Subel that we accept the bid from Ray Arnold Masonry for the repair of the retaining wall. The motion carried unanimously.

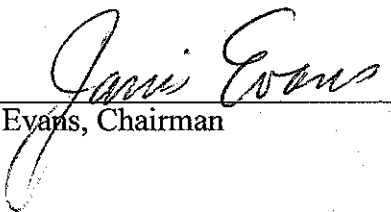
CARRIAGE RIDE FRANCHISE

Mr. Subel pointed out several issues throughout the legislation that he had concerns with. There was discussion.

Moved by Mrs. Evans, seconded by Mrs. Lutz to amend Section #1 from "Such use is limited to one (1) horse-hitch..." to "Such use is limited to one (1) horse-carriage...". The motion carried unanimously.

Moved by Mrs. Lutz, seconded by Mrs. Evans that we recommend this legislation regarding the taxi service to Council for approval with the amendment. The motion carried unanimously.

The meeting adjourned at 8:09 p.m.



Janis Evans, Chairman

lgb

August 6, 2012



Mr. Benjamin Himes
Chief Administrative Officer
Village of Chagrin Falls
21 West Washington Street
Chagrin Falls, Ohio 44022

**Re: *Village of Chagrin Falls
Village Retaining Wall Repairs Bid Results***

Dear Mr. Himes:

Price Quotations were received from three masonry contractors for the above referenced project. The quotes ranged from a low bid of \$17,437.84 to a high bid of \$46,895.00 as compared to the Opinion of Probable Construction Cost of \$17,300.00. The quotes and summarization table are included.

The low bidder for this improvement is Ray Arnold Masonry & General Contracting, whose bid has been reviewed and found to be in conformance with all contract requirements. It is our opinion that they are experienced and qualified to perform the work within the contract.

Work primarily includes rebuilding sections, repairing miscellaneous areas, and capping of the retaining wall along the east side of the Cleveland Street.

Should you have any questions or require additional information, please feel free to contact me.

Respectfully,

CT CONSULTANTS, INC.

Timothy R. Lannon

Timothy R. Lannon, P.E.
Village Engineer

TRL/saa

Enclosures

H:\2012\12155\SPEC\Stone Wall\Stone Wall Bid Results Ltr.Docx

CT Consultants, Inc.
 Village of Chagrin Falls
 Stone Wall Restoration
 August 2, 2012

Description	McMahon Masonry	MRM Restoration	Arnold Masonry
Complete Rebuild	10800	30866	9264.4
Repair Miscellaneous Loose Stone & Spalling Mortar	3000	10244	4975.36
Repair / Replace Mortar Cap	2400	3785	1198.08
Contingency	2000	2000	2000
Total Cost	\$18,200.00	\$46,895.00	\$17,437.84

**AN ORDINANCE
GRANTING A TAXICAB FRANCHISE TO LADYBUG RANCH
LLC AND DIANA COVERT FOR A HORSE CARRIAGE SERVICE.**

WHEREAS, Section 741.01 of the Codified Ordinances ("Codified Ordinances") prohibits the operation of a taxicab business upon the public streets of the Village unless a franchise has been granted by Village Council; and

WHEREAS, Ladybug Ranch LLC and Diana Covert have applied a franchise to furnish horse-drawn carriage service on the public streets of the Village; and

WHEREAS, the Chief of Police or the Chief's designated representative, in accordance with Chapter 741 of the Codified Ordinances, has investigated the application and examined the carriages to be used in the business; and

WHEREAS, the Chief of Police has reported his findings to this Council and recommends that a franchise be granted to the applicants, subject to the terms and conditions set forth in this ordinance; and

WHEREAS, Section 741.04 of the Codified Ordinances authorizes Council to issue a franchise if it is satisfied as to the character of the applicants and the drivers and authorizes Council to include such other terms and conditions as it deems necessary.

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE
OF CHAGRIN FALLS, CUYAHOGA COUNTY, STATE OF OHIO:**

SECTION 1. That Ladybug Ranch LLC and Diana Covert (the "Franchisee"), with a principal place of business located at 5619 Wilson Mills Road, Highland Heights, Ohio, is hereby granted a non-exclusive taxicab franchise to use the present and future public streets of the Village in the operation of a public horse-drawn carriage service. Such use is limited to one (1) horse-hitch and subject to routes and schedules that are approved by the Police Chief, which approval shall be granted only if there are no adverse health and safety concerns presented by the service routes or schedules proposed.

SECTION 2. That the franchise granted herein shall be and remain subject to compliance with all federal, state and local laws and ordinances, as they now exist or are hereafter amended, including Chapter 741 of the Codified Ordinances.

SECTION 3. That the franchise granted herein is subject to the Franchisee signing a written statement, set forth below, acknowledging that the Village assumes no liability or responsibility in granting a franchise to the Franchisee and the Franchisee agrees to indemnify, hold harmless and defend the Village, its officers, officials, agents, and employees, from and against any and all claims or suits, expense or liability, for any and all property damage or loss and/or personal injury, including death, to any and all persons, of whatsoever kind or character, arising out of or in connection with any acts or omissions by the Franchisee, its officers, agents, employees, drivers, licensees, invitees

and passengers, in the exercise of the franchise granted herein, and the Franchisee shall assume all liability and responsibility for same.

SECTION 4. That the franchise granted herein is subject to Franchisee maintaining a current general liability certificate of insurance, subject to the approval of the Mayor and the Law Director, endorsing the Village as an additional insured in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate, a current list of carriage drivers, and such other reasonable information as the Chief of Police shall deem necessary to protect the public health, safety, and welfare of the Village and its inhabitants, including information relating to the health and condition of the horses used in the carriage service and information relating to the type, condition, and number of carriages used in the service. Franchisee shall grant the Chief of Police or the Chief's designee access to inspect the horses and carriages used in the service.

SECTION 5. That the Franchisee shall not sell, convey or transfer this franchise to any other person, firm, corporation, or entity without the prior approval of this Council.

SECTION 6. That the Franchisee may terminate this franchise, at any time, by written notice to the Village.

SECTION 7. That the Village reserves the right to suspend or terminate this franchise and all rights of Franchisee if (i) Franchisee violates any provision of this Ordinance, including the requirement that Franchisee comply with all federal, state, and local laws and ordinances; (ii) Franchisee's agents and employees are convicted of any crime of moral turpitude, any DUI offense, or any offense relating to controlled substances; or (iii) whenever the continued operation by the Franchisee would constitute a danger to public health, safety, or welfare.

SECTION 8. That Franchisee shall file a written acceptance of this franchise and the terms and conditions contained in this Ordinance with the Clerk of Council within fourteen (14) calendar days of the effective date of this Ordinance. The acceptance shall state that the Franchisee agrees to be bound by and carry out the terms and conditions of this Ordinance. The franchise shall go in effect when the acceptance has been filed, and upon such filing, this Ordinance shall constitute a contract between the Village and the Franchisee.

SECTION 9. That if any part of this Ordinance shall be held invalid for any reason, such holding shall not invalidate or impair the remainder of this Ordinance. Franchisee is an independent operator and is not an agent, contractor, or employee of the Village. Franchisee has no authority, express or implied, to act on behalf of or bind the Village in any capacity. The Village's waiver of any term or breach hereof shall not be considered to be a waiver of any other term or breach, nor of a subsequent breach of the one waived.

SECTION 10. That actions of this Council concerning and relating to the passage of this legislation were adopted in lawful meetings of this Council and that all deliberations of this Council and of any of its committees that resulted in such formal action were in compliance with all legal

ORDINANCE NO.: 2012- 28
INTRODUCED BY: MRS. EVANS

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requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 11. That in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls, public notice of this Ordinance shall be given by posting a copy thereof for not less than fifteen (15) days in the Village Hall.

SECTION 12. That this Ordinance shall become effective upon its adoption by Council and signature by the Mayor or as otherwise may be provided for in the law.

PASSED: _____, 2012

Council President

Submitted to the Mayor for
his approval on this
_____ day of _____, 2012

Approved by the Mayor

_____, 2012

Mayor

I hereby certify that Ordinance No. 2012-___ was duly enacted on the ___ day of _____, 2012, by the Council of the Village of Chagrin Falls and posted in accordance with Section 113.01 of the Codified Ordinances of the Village of Chagrin Falls.

Clerk of Council

ACCEPTED BY:

LadyBug Ranch LLC and Diana Covert, individually, who agree to be bound by and carry out the terms and conditions of this Ordinance, including but not limited to the defense, indemnity and insurance provisions set forth in Sections 3 and 4 hereof.

Diana Covert
Individually and on behalf of Ladybug Ranch, LLC

Date: _____