

ORDINANCE NO. 2019-69
INTRODUCED BY: MS. DEBERNARDO

4228

**AN ORDINANCE
GRANTING A TAXICAB FRANCHISE TO SAM
RETTINGER, DBA WHISPERY PINES CARRIAGE RIDES,
AND DECLARING AN EMERGENCY**

WHEREAS, Chapter 741 of the Codified Ordinances prohibits the operation of a taxicab business upon the public streets of the Village unless a franchise has been granted by the Village Council; and

WHEREAS, Sam Rettinger, dba Whispery Pines Carriage Rides ("Franchisee") has applied for 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 carriage to be used in the business; and

WHEREAS, the Chief of Police has reported her findings to this Council and recommends that a one (1) year franchise be granted to the Franchisee, 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 Franchisee 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 Franchisee, with a principal place of business located at 2164 Stanhope Kellogsville Road, Kingsville, Ohio 44048, is hereby granted a non-exclusive taxicab franchise for a period of one (1) year 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 but not limited to 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, including reasonable attorney fees and costs of litigation, 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 and his 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 Franchisee shall comply with the carriage, horse and operator standards set forth on the horse carriage inspection sheet attached hereto and made a part hereof as **Exhibit "A"**. Franchisee shall grant the Chief of Police or the Chief's designee access to inspect the horses and carriages used in the franchise service.

SECTION 5. That the franchise granted herein is subject to Franchisee (i) maintaining a current general liability certificate of insurance, which shall be an occurrence policy, and provide coverage for liability occurring from carriage rides, 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, (ii) a current list of carriage drivers, and (iii) 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.

SECTION 6. 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 7. That the Franchisee may terminate this franchise, at any time, by written notice to the Village.

SECTION 8. 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) fails to maintain the required insurance; (iii) Franchisee's agents or employees are convicted of any crime of moral turpitude, any driving under the influence offense, or any

offense relating to controlled substances; or (iv) whenever the continued operation by the Franchisee would constitute a danger to public health, safety, or welfare.

SECTION 9. 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 the insurance required by Section 5 of this Ordinance is provided to the Village, and upon such filing, this Ordinance shall constitute a contract between the Village and the Franchisee.

SECTION 10. 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 11. 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 requirements, including Chapter 114 of the Codified Ordinances of the Village of Chagrin Falls.

SECTION 12. 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 13. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason that providing services authorized by the franchise will promote the central shopping district and provide a benefit to the residents of the Village; wherefore, provided it receives affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approved by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

PASSED: 11-25-19



Nancy Rogoff, Council President

ORDINANCE NO. 2019-69
INTRODUCED BY: MS. DEBERNARDO

Submitted to the Mayor for
his approval on this

26 day of November, 2019

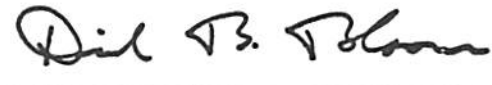
Approved by the Mayor

November 26, 2019



Mayor William Tomko

I hereby certify that Ordinance No. 2019-69 was duly enacted on the 25th
day of NOVEMBER, 2019, 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:

Sam Rettinger, agrees to be bound by and carry out the terms and conditions of this
Ordinance, including, but not limited to the provisions contained in Sections 2, 3, 4 and 5,
regarding defense, indemnity, insurance and inspections. The undersigned hereby agrees that
he is bound by the provisions contained in Chapter 741 of the Codified Ordinances of the
Village of Chagrin Falls.



Sam Rettinger

Date: 11-25-19

HORSE CARRIAGE INSPECTION SHEET

CARRIAGE STANDARDS: ORC 4513

- 1) DISPLAY AT DUSK & EVENINGS.. ADEQUATE HEADLIGHTS, ,
TAILLIGHTS, LIGHT/REFLECTIVE MATERIAL VISIBLE ON SIDE,
AND PASSENGER DISPLAY LIGHT.
- 2) DISPLAY OF REFLECTORIZED "SLOW MOVING" VEHICLE
EMBLEM OR FLASHING LIGHTS (O.R.C. 4513.25)
- 3) SEATS NOT MORE THAN 10 OCCUPANTS INCLUDING OPERATOR
- 4) MAINTAIN RUBBER SURFACE ON WAGON WHEELS.
- 5) NO WIDER THAN 8' (INCLUDING FENDERS & SAFETY DEVICES)

HORSE STANDARDS:

- 1) CATCH DEVICE FOR MANURE & SOLID WASTE.
- 2) BE ATTENDED TO AT ALL TIMES, ESP LOADING & UNLOADING
- 3) HUMANE TREATMENT
- 4) NOT STABLED OVERNIGHT INSIDE CITY UNLESS LIVERY IS
APPROVED BY CITY ZONING.

OPERATOR STANDARDS:

- 1) BE SUBJECT TO ALL STATE & CITY TRAFFIC LAWS FOR MV
- 2) POSSESS A VALID DRIVER'S LICENSE

INSURANCE: _____ \$250- 500,000 BODILY INJURY & LIABILITY, \$100,000 FOR
PROPERTY DAMAGE (SUBMITTED PRIOR TO ISSUANCE)

INSPECTED BY Weaver Wagon, Owner DATE 11/21/19
Works

CARRIAGE # _____ HORSE # Ace & Octane
TITLE

VIOLATIONS: _____

HORSE DRAWN CARRIAGE APPLICATION (CHAPTER 741)

NAME: ^{SAM} Kellie Kettinger PHONE 440-858-5285

BUSINESS NAME Whispery Pines Carriage Rides

ADDRESS 2164 Stanhope Kelloggsville Rd. ZIP 44048
Kingsville, OH

REASON FOR PERMIT: Carriage Rides

VET CERTIFICATE _____

INSURANCE _____
(250,000/500,000 LIABILITY, 100,000 PROPERTY)

DRIVER'S # _____ COPY _____ EXPIRES 9/5/20

I, THE APPLICANT, AGREE THAT I MEET, AND WILL CONTINUE TO MEET, THE SET STANDARDS FOR A CARRIAGE AND MAINTAINING MY HORSE. I ALSO AGREE TO KEEP MY INSURANCE VALID FOR THE TIME FRAME OF THIS PERMIT. I DO ACKNOWLEDGE THE REQUIRED STATE AND VILLAGE TRAFFIC LAWS PERTAINING TO MOTOR VEHICLES, AND AGREE TO ABIDE BY SAME.


APPLICANT'S NAME

INSPECTION SHEET _____ PERMIT # _____ ISSUE DATE _____

DENIAL REASON _____ DATE _____

BY: _____ LICENSE TECH _____

Chagrin Falls Police Department, 21 W. Washington Street, Chagrin Falls, Ohio, 44022 (440) 247-5036 * (440) 247-1037 Fax

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE
11/26/2019

PRODUCER (440)288-8389 Ext.
Alvord Agency, Inc.
Rouse Account
PO Box 204

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Chardon, OH 44024

INSURERS AFFORDING COVERAGE

INSURED
SAMUEL & KELLIE RETTINGER, DYLAN LOOMIS
4581 BECKWITH RD

KINGSVILLE, OH 44048

INSURER A: UNITED STATES FIRE INSURANCE
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	SRP8-101-0715	11/17/2019	11/17/2020	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
 CERTIFICATE HOLDER IS ALSO AN ADDITIONAL INSURED.

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

VILLAGE OF CHAGRIN FALLS
21 W WASHINGTON ST

CHAGRIN FALLS OH 44022-
(440)247-5050 Ext.

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

1. SPECIES <input type="checkbox"/> Cattle <input type="checkbox"/> Sheep <input type="checkbox"/> Swine <input checked="" type="checkbox"/> Horses <input type="checkbox"/> Poultry <input type="checkbox"/>	3. HERD OR FLOCK STATUS a. <input type="checkbox"/> Accredited Herd No. b. <input type="checkbox"/> Certified Herd No. c. <input type="checkbox"/> Validated Herd No. d. <input type="checkbox"/> Qualified Herd No. e. <input type="checkbox"/> No	TEST DATE	4. ISSUED FOR Interstate Movement <input checked="" type="checkbox"/> Exhibition Sale Intrastate Other	5. ORIGIN OF SHIPMENT a. County <u>Ashtabula</u> b. Market:
			2. AREA STATUS Tuberculosis: Free <input type="checkbox"/> Modified Accredited <input type="checkbox"/> Brucellosis: Free <input type="checkbox"/> "A" <input type="checkbox"/>	

OWNER AND / OR CONSIGNOR NAME <u>Sam & Kellie Rettinger</u> STREET <u>4561 Beckwith Rd</u> CITY <u>Kingsville</u> ST <u>OH</u> ZIP <u>44048</u>	CONSIGNEE AND DESTINATION NAME <u>Sam & Kellie Rettinger / Equine Affaire</u> STREET <u>1305 Municipal Ave</u> CITY <u>W Springfield</u> ST <u>MA</u> ZIP <u>01107</u>
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6. PERMIT NUMBER	TUBERCULIN TEST (Intradermal) Observation Date	RECONSIGNEE DESTINATION ADDRESS CITY STATE ZIP CODE
7. VACCINATION AND/OR TREATMENT FOR: <u>3/7/19</u> <u>EWI/Flu-Rhino, Rabies, NNV</u> Product: _____ Date: _____	(72 HR CATTLE, GOATS) (48 HR SWINE)	NOTE: Reconsignee is responsible for and must meet state of destination and other movement requirements.

8. OFFICIAL ANIMAL IDENTIFICATION CHECK ONE <input type="checkbox"/> Ear Tag <input type="checkbox"/> I.D. Tattoo <input type="checkbox"/> Ear notch <input type="checkbox"/> Reg. No. <input type="checkbox"/> Other _____	TB RESULTS NEG., SUSPECT OR REACTOR	BRUCELLOSIS TEST Date Bled _____	VACCINATION For: _____	OTHER TEST(S) REQUESTED <u>Coggins 3/7/19 Negative</u>
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	AGE	SEX	BREED	SPT OR STT	BAPA OR BBA	RIVANOL	TEST In-Trap	Age	Mo	Day	Yr	
1. Ace T=99.8 HR 44	10	G	Percheron									82566106
2. Bowmer T=99.9 HR 45	5	G	Percheron									82566104
3. Candyman T=99.7 HR 41	6	G	Percheron									82566101
4. Colt T=99.9 HR 40	5	G	Percheron									82566095
5. Flash T=99.7 HR 48	5	G	Percheron									82566093
6. Octave T=99.6 HR 40	13	G	Percheron									82566092
7. Sam T=99.9 HR 44	6	G	Percheron									82566090
8. Tony T=99.9 HR 48	12	G	Percheron									82566087
9. /												
10. No Nasal or Ocular discharge. No oral lesions or ulcers. No												
11. evidence of infectious or contagious disease.												
12. /												

9. CERTIFICATION OF VETERINARIAN. "I certify, as an accredited veterinarian, that the above-described animals have been inspected by me and that they are not showing signs of infectious, contagious, or communicable disease, (except where noted). The known vaccinations and results of tests are indicated on the certificate. To the best of my knowledge, the animals listed on the certificate meet the state of destination and federal interstate requirements. No warranty is made or implied."	RECORDS IN THIS OFFICE INDICATE THE VETERINARIAN ISSUING THIS CERTIFICATE IS LICENSED AND ACCREDITED IN OHIO.
DATE <u>10/31/19</u> SIGNATURE OF LICENSED, ACCREDITED VETERINARIAN <u>Melissa Milligan</u> LICENSE # <u>OH 9108</u>	Chief, Animal Industry
DR. <u>Melissa Milligan</u>	Owner / Agent Statement (Where applicable): The animals in this shipment are those certified to and listed on this certificate
STREET <u>17434 Rapids Rd</u>	Date _____ s/ _____ (owner or agent)
CITY <u>Burton</u> ST <u>OH</u> ZIP <u>44021</u>	

(AREA CODE) PHONE _____ ORIGINAL (Pink) - To Accompany Shipment
DUPLICATE (Yellow) - To Ohio Dept. of Agriculture
(Forwarded by ODA to state of destination)

TRIPPLICATE (Green) - Ohio Dept. of Agriculture
QUADRUPPLICATE (White) - Veterinarian

Form 30-
AGR 0276 (Rev. 4/95)



WEAVER WAGONS & Custom Design LLC

Horse Carriage Inspection Sheet

- Adequate Display of a Slow Moving Vehicle Emblem
- Seats no More Than 8 Occupants
- Maintain Rubber Surface on Wagon Wheels
- No Wider Than 8' (Including Fenders & Safety Devices)

Inspected by Emery Weaver on 11-21-19

Notes: Everything Looks Safe & in Good Condition

