

AGENDA

Agenda, Bay Village City Council
Committee Meeting
Conference Room
Paul A. Koomar, President of Council, Presiding

March 10, 2014
7:30 p.m.

ANNOUNCEMENTS

AUDIENCE

COMMITTEE OF THE WHOLE

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Lee

Do Not Knock Registry

History of Fire Study and Grants

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-Tadych

Bridge Inspections

FINANCE & CLAIMS COMMITTEE – Clark

Update of Cell Phone Policy for Employees of the City of Bay Village

Kiddie Kollege Lease

Administrative Compensation Ordinance

Amendment to Codified Ordinance 921.02 (a) Sewer Rental Rates

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Lieske

RECREATION & PARK IMPROVEMENT COMMITTEE-Henderson

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-Vincent

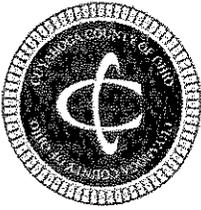
Advertising for bids for Decanting Station at Service Garage

MISCELLANEOUS

CAHOON MEMORIAL PARK TRUSTEES

Motion to approve the extension of the Lease of the Bayway Cabin to Kiddie Kollege, Inc. *Henderson*

Motion to approve the use of Cahoon Memorial Park for Memorial Day Services on May 26, 2014 by the American Legion Post No. 385. *Henderson*



**CUYAHOGA COUNTY
DEPARTMENT of PUBLIC WORKS**

January 22, 2014

City of Bay Village
350 Dover Center Road
Bay Village, Ohio 44140-2299

Attn: Daniel M. Galli
Director of Public Service & Property

Re: Ashton Lane Bridge Over Porter Creek (SFN 1863495) and Queenswood Drive
2014 Inspection Proposal & Agreement

Dear Mr. Galli:

Per the municipality's request and your letter dated March 18, 2010, the Cuyahoga County Public Works Department has enclosed a 2014 Bridge Inspection Structural Cost Proposal for the above-referenced structures.

County Council passed Ordinance O2013-0007, formally establishing a Countywide Inspection Program (copy enclosed). We ask that if you still wish for us to proceed with the inspection work that you work with your Council to pass the enclosed agreement.

If you should have any questions or comments regarding this submittal or the contents, please feel free to contact me at 216-348-3936 or jhorvath@cuyahogacounty.us.

Sincerely,

Jeffrey D. Horvath, P.E.
Chief Section Engineer – Bridge Inspection/Maintenance

Enclosures: As noted

cc: S. Kosilesky, J. Kusner, File

A G R E E M E N T

This AGREEMENT is entered into this _____ day of _____, 2014 between the County of Cuyahoga, Ohio, hereinafter referred to as "COUNTY", on behalf of Cuyahoga County Department of Public Works (hereinafter referred to as CCDPW), and the City of Bay Village, hereinafter referred to as "MUNICIPALITY" a municipal corporation of the State of Ohio, pursuant to the authority of Resolution/Ordinance No. _____ passed by Council on _____ for MUNICIPALITY.

WITNESSETH:

WHEREAS, MUNICIPALITY desires to retain CCDPW to inspections and related services for the MUNICIPALITY; and,

WHEREAS, MUNICIPALITY desires to have CCDPW direct bill said services; and

NOW THEREFORE, in consideration of the promises and mutual obligations contained herein to be observed and performed by the parties hereto, COUNTY and MUNICIPALITY hereby agree as follows:

ARTICLE ONE – APPROVAL OF TASK ORDER FOR SERVICES

- a. At the request of MUNICIPALITY, CCDPW will develop a task order of inspections and related services that CCDPW is willing to perform for the MUNICIPALITY.
- b. The task order shall include the scope of work to be performed, together with an estimate of the cost of the work prepared by CCDPW.
- c. CCDPW shall present the task order to the Mayor of MUNICIPALITY for approval. If CCDPW receives written approval from the Mayor, CCDPW shall proceed to perform the services set forth in the task order. After completing the services, CCDPW shall send an invoice to MUNICIPALITY for the cost of the services performed, which cost shall not exceed the estimate contained in the task order.
- d. MUNICIPALITY shall pay the invoice within thirty (30) days of receipt of same.
- e. MUNICIPALITY shall be responsible for acquiring and paying for any and all permits, easements and/or rights-of-entry required by COUNTY when performing the services set forth in an approved task order.

ARTICLE TWO – GENERAL CONDITIONS

This AGREEMENT constitutes the entire AGREEMENT between COUNTY and MUNICIPALITY, and supersedes any prior understanding or representation of any kind preceding the date of this AGREEMENT. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this AGREEMENT.

- a. If any provision of this AGREEMENT is invalid or unenforceable for any reason, this AGREEMENT shall be divisible as to such provision and the remainder of this

AGREEMENT shall be and remain valid and binding as though such provision was not included herein.

- b. This AGREEMENT may be modified in writing upon the mutual agreement of COUNTY and MUNICIPALITY.
- c. By entering into this AGREEMENT, MUNICIPALITY agrees on behalf of its respective elected officials, officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring COUNTY signatures may be executed by electronic means, and that the electronic signatures affixed by COUNTY to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. MUNICIPALITY also agrees to be bound by the provisions of Chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of COUNTY.
- d. All COUNTY agreements, including this AGREEMENT, are subject to all applicable COUNTY ordinances, including but not limited to, the Cuyahoga County Ethics ordinance and Cuyahoga County Inspector General Ordinance. MUNICIPALITY agrees that the charter provisions and all ordinances, resolutions, rules and regulations of the COUNTY now or hereafter applicable shall be included in this AGREEMENT for all purposes.
- e. MUNICIPALITY represents and warrants that it is not subject to an “unresolved” finding for recovery under Ohio Revised Code Section 9.24.
- f. This AGREEMENT has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of COUNTY and MUNICIPALITY. The individuals signing on behalf of the parties to this AGREEMENT are authorized to execute this AGREEMENT on behalf of COUNTY and MUNICIPALITY. MUNICIPALITY recognizes and agrees that no public official or employee of COUNTY may be deemed to have apparent authority to bind COUNTY to any contractual obligations not properly authorized pursuant to COUNTY’S Contracting and Purchasing Procedures.

ARTICLE THREE – INDEMNITY AND INSURANCE

MUNICIPALITY and COUNTY agree that neither entity can or will indemnify the other as both parties are political subdivisions and are prohibited by law from entering into an indemnification agreement. Accordingly, MUNICIPALITY and COUNTY agree that each will be solely and entirely responsible for its acts, errors, and omissions, and those of its employees and agents, during the performance of this AGREEMENT. MUNICIPALITY and COUNTY further agree that each will maintain and carry sufficient and appropriate liability insurance relative to the duties and obligations under this AGREEMENT.

ARTICLE FOUR – TERMINATION

This AGREEMENT shall remain in full force and effect until terminated as follows:

Either party shall have the right to terminate this AGREEMENT at any time with thirty (30) days advance written notice to the other party.

Any notice of termination shall be by certified mail, addressed to the Director in case of CCDPW or the highest ranking official in case of MUNICIPALITY. Upon termination of the AGREEMENT, MUNICIPALITY shall pay any and all outstanding expenses relating to the performance of this AGREEMENT within thirty (30) days of the receipt of an invoice showing monies owed for services rendered.

ARTICLE FIVE – NOTICES

Any notice to be given under this AGREEMENT by either party to the other may be effected either by personal delivery in writing or by certified mail, postage-prepaid, return receipt requested, unless it is a notice of termination which must be certified mail. Notice delivered personally shall be deemed received upon actual receipt; notice sent by certified mail shall be deemed received on the date the return receipt is either signed or refused. Mailed notices shall be addressed to the parties at the addresses appearing below:

To COUNTY: Attn: Cuyahoga County Director of Public Works
Cuyahoga County Department of Public Works
900 Prospect Avenue
Cleveland, Ohio 44113

With a copy to: Attn: Cuyahoga County Director of Law
Cuyahoga County Department of Law
900 Prospect Avenue
Cleveland, Ohio 44113

To MUNICIPALITY: Attn: _____

ARTICLE SIX – GOVERNING LAW AND JURISDICTION

This AGREEMENT shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this AGREEMENT, and each party consents to the exclusive jurisdiction of such courts.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the Day and Year first mentioned above.

CITY OF BAY VILLAGE

By: _____
Debbie Sutherland, Mayor

COUNTY OF CUYAHOGA, OHIO

By: _____
Edward FitzGerald, County Executive

The legal form and correctness
of this Agreement is hereby approved.

CITY OF BAY VILLAGE

By: _____
Gary A. Ebert, Director of Law

Date: _____

CUYAHOGA COUNTY LAW DEPARTMENT

By: _____

Date: _____

Cost Proposal Breakdown - Manhours

January 14, 2014

Item or Work Task	Base Wage	Ch/BIM ENG	BIM ENG IV	BIM ENG I	SR BR INSP	SR BR INSP	SR BR INSP	SR BR INSP
Site Review and Preparation for Inspections		\$46.67	\$35.21	\$23.06	\$27.42	\$27.42	\$27.42	\$27.42
Field Inspections: Routine			1.50		1.50			
Field Inspections: Full Detail								
Br Inv, Setup/Coord with ODOT (If Authorized)								
Preliminary Sketches and Details								
Recommendations for Repairs/Maint. Items					1.00			
Cost Estimates (If Authorized)								
Coordination with Coast Guard								
Coordination with Railroads, RTA								
Coordination, Kickoff and/or Review Mtgs.								
Engineering (If Authorized) - Load Rating Reports, Picture Logs, Etc.					1.00			1.00
Inspection Report Reviews			0.50					
Traffic Control								
Project Management/Administration		0.50						
Total Hours worked on job		0.50	2.00	0.00	3.50	0.00	0.00	1.00
Overhead, Fringe Cost		30.64	92.46		189.01			54.00
Total cost		\$30.64	\$92.46		\$189.01			\$54.00

Overhead Cost x Overtime Rate = 1.9695
 Overtime Rate = 1.5
 Fringe Benefits, Overhead = 131.30%

Not calculated
w/overtime

<u>Direct Costs:</u>	<u>Cost/Unit</u>	<u>Quantity</u>	<u>Total</u>
Jon Boat	\$10.63		
Bucket Boat	\$2,000.00		
Snooper/UB-60	\$75.00		
Bridge Tracker *	\$450.00		
Inspection Supplies	N/A		N/A
Reproductions, Mail, CDs, etc.	N/A		N/A
Miscellaneous			
Cargo Van	\$10.63	1.50	\$15.95

Total Direct Costs \$15.95

* Bridge Tracker - 2014 Costs are \$18,000/week
assume 40 hour week and break it down to hourly rate
NOTE: Includes Operator/Driver/Equipment



Cuyahoga County
DEPARTMENT of PUBLIC WORKS
Bridge Inspection/Maintenance Department

TERMS & CONDITIONS

- This proposal is for Ashton Lane Bridge B-0010 - SFN 1863495
- The type of inspection for this structure will be a routine type of inspection
- Considering 2014 costs, the Bridge Inspection/Maintenance Department can only accomplish this work on an overtime basis, due to our current workload
- Overtime hours will translate into working on a Saturday or evenings depending upon the availability of the inspection team(s)
- The overtime rate includes overhead, fringe benefits, etc. calculated at $(1.5 \times \text{rate} \times 131.30\%)$ with the exception of the Chief Bridge Inspection/Maintenance Engineer and the Bridge Inspection/Maintenance Engineer IV
- The 131.30% rate is the approved state rate for Fringe/Indirect Costs for 2014
- The City of Bay Village will assume responsibility for any maintenance items that are reported, any structural analyses that might be warranted and for the inventory of this structure with ODOT, unless noted in writing otherwise
- The City of Bay Village will provide the Department of Public Works with plans of the structure and any pertinent correspondence and/or information
- The figures for consecutive years shall be adjusted accordingly to match the hours and wages for the individuals performing the work
- The City of Bay Village shall forward a copy of the ODOT BR-86 Inspection Report to ODOT Central Office and ODOT District 12
- Site inspections will be completed by November 28, 2014



Cuyahoga County
DEPARTMENT of PUBLIC WORKS
Bridge Inspection/Maintenance Department

TERMS & CONDITIONS (continued)

- The inspection report, maintenance recommendations and relevant pictures will be sent to the City of Bay Village by December 15, 2014
- The Fiscal Department of The Department of Public Works Office will invoice the City of Bay Village concurrently when the final report and package is sent to the city or by December 31, 2014
- The Proposal contains "If Authorized" portions of work. If Bay Village would like the County to perform these items, they must submit a formal letter to the County directing them to perform the work.

County Council of Cuyahoga County, Ohio

Ordinance No. O2013-0007

Sponsored by: County Executive FitzGerald/Department of Public Works Co-sponsored by: Councilmember Miller	An Ordinance establishing the Cuyahoga Countywide Inspection Program, and declaring the necessity that this Ordinance become immediately effective.
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WHEREAS, Ohio Revised Code 5591.02 provides: "the board of county commissioners shall construct and keep in repair all necessary bridges in municipal corporations on all county roads and improved roads that are of general and public utility, running into or through the municipal corporations, and that are not on state highways;" and,

WHEREAS, Cuyahoga County Charter Section 3.09, Subsection 8 provides that the powers of the County Council include the ability to adopt legislation "to cooperate or join by contract with any municipality, county, state or political subdivision or agency thereof, for the planning, development, construction, acquisition or operation of any public improvement or facility, or for providing a common service, and to provide the terms upon which the County shall perform any of the services and functions of any other county or any municipality or other political subdivision;" and,

WHEREAS, through the Cuyahoga Countywide Inspection Program, the County will perform certain inspection services relating to bridges, culverts and other structures as outlined in the agreement with participating municipalities; and,

WHEREAS, the services provided under the Cuyahoga Countywide Inspection Program shall include, but not necessarily be limited to, the following tasks: site visit; field inspection; review of existing plans and reports; inventory setup and control; development of preliminary sketches and details; recommendations for repairs and preventive maintenance; traffic control; and preparation of reports; and,

WHEREAS, it is necessary that this Ordinance become immediately effective in order that critical services provided by Cuyahoga County can commence and continue on behalf of the various municipalities within the County's jurisdiction.

NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COUNCIL OF CUYAHOGA COUNTY, OHIO:

SECTION 1. There is hereby established the Cuyahoga Countywide Inspection Program to provide inspection services relating to bridges, culverts, and other structures. The Department of Public Works shall administer the program.

SECTION 2. The services provided under the Cuyahoga Countywide Inspection Program shall include, but not necessarily be limited to, the following tasks: site visit; field inspection; review of existing plans and reports; inventory setup and control; development of preliminary sketches and details; recommendations for repairs and preventive maintenance; traffic control; and preparation of reports. **Participating municipalities shall reimburse the County for all the services provided under the Countywide Inspection Program.**

SECTION 3. All contracts and agreements under the Cuyahoga Countywide Inspection Program shall be reviewed and approved by the appropriate approval authority depending on the monetary threshold of each such contract or agreement in accordance with the Cuyahoga County Contracting and Purchasing Procedures Ordinance.

SECTION 4. It is necessary that this Ordinance become immediately effective for the usual daily operation of the County and the reasons set forth in the preamble. Provided that this Ordinance receives the affirmative vote of at least eight members of Council, it shall take effect and be in force immediately upon the earliest occurrence of any of the following: (1) its approval by the County Executive through signature, (2) the expiration of the time during which it may be disapproved by the County Executive under Section 3.10(6) of the Cuyahoga County Charter, or (3) its passage by at least eight members of Council after disapproval pursuant to Section 3.10(7) of the Cuyahoga County Charter. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

SECTION 5. It is found and determined that all formal actions of this Council relating to the adoption of this Ordinance were adopted in an open meeting of the 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, including Section 121.22 of the Ohio Revised Code.

On a motion by Mr. Miller, seconded by Mr. Rogers, the foregoing Ordinance was duly enacted.

Yeas: Jones, Rogers, Simon, Greenspan, Miller, Brady, Germana, Gallagher, Schron, Conwell and Connally

Nays: None


County Council President

3-12-13
Date


County Executive

3/18/13
Date


Clerk of Council

3/12/2013
Date

First Reading/Referred to Committee: February 12, 2013
Committee(s) Assigned: Public Works, Procurement & Contracting

Committee Report/Second Reading: February 26, 2013

Legislation Amended on the Floor: March 12, 2013

Additional Sponsorship Requested on the Floor: March 12, 2013

Journal CC009
March 12, 2013

City of Bay Village
BUSINESS CELL PHONE POLICY
Effective: January 1, 2014

Purpose

The City of Bay Village recognizes that some employees may require the use of a cell phone (with or without a data plan) to perform their jobs efficiently. The purpose of this Policy is to ensure that all employees agree and accept the terms and conditions under which a phone may be provided or reimbursed.

Guidelines for Cell Phone Requests

Requests for cell phones must be based upon the following guidelines and submitted by the employee's Director:

- Position requires an immediate form of communication.
- Position requires substantial communication while away from the office.
- All requests must also be approved by the Mayor.

Guidelines for Data Plan Requests

- Position requires continuous access to email or internet use while away from the office.
- Data plan requests must be approved by the Mayor.

Guidelines for Transfer of Personal Phone Numbers and Cell Phones

- For approved requests, the City may transfer a personal cell phone number to a City provided phone. If the employee's contract with the previous carrier is not satisfied, the employee will be responsible for any fines, fees or penalties.
- At the end of employment, if a cell phone number is not permanently assigned to a particular job or position, the City may allow the phone number to be transferred to a personal account.

Guidelines for Partial Reimbursement of a Personal Cell Phone Plan

In general, it is most cost effective for employees to participate in the City's corporate plan, currently provided by Verizon. Employees may request reimbursement of certain costs of their personal cell phones according to this policy rather than use a City provided cell phone.

- If an employee's personal plan is not with Verizon, City does not benefit from the free minutes available for all Verizon-to-Verizon calls and more minutes are used and paid for by both callers.
- Use of City's corporate plan eliminates expensive overages that may accrue under other plans.

City may allow partial reimbursement for personal cell phone plans rather than use of a City provided cell phone under the following conditions:

- Use of a reimbursed personal phone is subject to the same guidelines for usage described herein.
- Maximum monthly reimbursement: \$20.00 for non-Verizon plans.

- Maximum monthly reimbursement \$50.00 (data plan any carrier)
- Monthly reimbursements will be paid the last check run of the month through an accounts payable check. Annually, in December, the employee must submit one copy of their monthly cell phone bills for verification.

Other Guidelines for Usage of City of Bay Village Provided Cell Phone or Reimbursed Personal Phone

- All cell phone use is prohibited while operating a motor vehicle.
- The City is not responsible for any replacement costs resulting from damages to a personal cell phone. Also, if the employee is using a City provided cell phone and the phone is not eligible for free replacement if damaged, the employee will be responsible for the cost of replacement.
- Please note all business conducted on a personal and/or City cell phone related to City business are subject to Ohio records laws.
- The City will pay up to \$50 per phone for any upgrade eligible phone once every 2 years.

Approved By

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into at _____, Ohio, as of this _____ day of _____, 2014, by and between THE CITY OF BAY VILLAGE and THE CAHOON MEMORIAL PARK TRUSTEES (hereinafter collectively known as the "LESSOR"), and KIDDIE KOLLEGE, INC., an Ohio Corporation, (hereinafter known as the "LESSEE").

WHEREAS LESSOR is the owner of certain real estate located at _____ Wolf Road, Bay Village, Ohio 44140 (and commonly referred to as the "BayWay Cabin" and immediately surrounding area); and

WHEREAS LESSEE desires to lease from LESSOR, and LESSOR desires to lease to LESSEE, the said premises on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the conditions and covenants contained herein, and intending to be legally bound, the parties hereto agree as follows:

ARTICLE I **PREMISES**

LESSOR, for and in consideration of the payment of the rent and the performance by LESSEE of the covenants and agreements as hereinafter set forth, does hereby lease unto LESSEE and LESSEE does hereby lease and accept from LESSOR the Premises.

ARTICLE II **TERM OF LEASE**

1. **Term.** This Lease shall be for a term of three (3) years, commencing on July 1, 2014 (the "Commencement Date"), and ending on June 30, 2017, unless terminated sooner as provided herein.

2. **Commencement Date.** The "Commencement Date" shall be the date that LESSOR gives possession of the demised premises to LESSEE. Should said date be other than the first day of the month, rent for that month shall be prorated accordingly.

3. **Option to Extend.** The Parties agree that six (6) months prior to the end of the term of this Lease they may seek a mutual agreement to

extend the term of this Lease for two (2) additional years at a rental rate to be agreed upon, payable on the same terms and conditions as set forth in Article III below. Any extension of this Lease shall only be effective upon formal action taken by the Cahoon Memorial Park Trustees.

ARTICLE III
RENT

LESSEE shall pay fixed rent to LESSOR in the following amounts:

1. **Fixed Monthly Base Rent.** During the first year of this Lease, LESSEE agrees to pay to LESSOR rent in the amount of \$2,700.00 each month, in advance, on the first day of each month. During the second year of this Lease, LESSEE agrees to pay to LESSOR rent in the amount of \$2,900.00 each month, in advance, on the first day of each month. During the third year of this Lease, LESSEE agrees to pay to LESSOR rent in the amount of \$3,000.00 each month, in advance, on the first day of the month.

2. Each monthly installment of rent shall be due and payable on the first day of each month of the Lease term. Any monthly rental installments not received by LESSOR by the tenth (10th) day of the month shall bear a late charge in an amount equal to ten percent (10%) of the monthly rent then due.

3. If the term of this Lease commences on a day other than the first day of a month, the additional rent for such month in which the Lease term commences shall be prorated for such partial period (based on a 30-day month) for such partial period and shall be payable on the Commencement Date hereof. If the term of this Lease expires on a day other than the last day of a month, LESSEE shall nevertheless pay the full monthly rent and the additional rent paid for such month in which the Lease term expires shall be prorated (based on a 30-day month) for such partial monthly period.

ARTICLE IV
USE OF PREMISES

LESSEE agrees that the Premises, during the term hereof, shall be occupied and used for the purpose of operating a child day care business in full compliance with all applicable zoning ordinances, building codes and all other applicable laws and ordinances.

1. LESSEE agrees
 - (a) to use, maintain and occupy the Premises in a careful, safe and proper manner and not to permit waste therein;

- (b) to keep the Premises and appurtenances and the adjoining areas and pavement in a clean, safe and healthy condition;
- (c) to clean the snow and ice from the sidewalks, entranceways, and areas contiguous to the Premises; and
- (d) not to permit the Premises to be used in any way which will injure the reputation of the same.

2. LESSEE agrees not to use or occupy or suffer or permit the Premises or any purpose contrary to the terms of this Lease, or contrary to any law or to the rules or regulations of any public authority.

3. LESSEE shall be liable for any changes in condition occurring after the Commencement Date which are attributable to LESSEE'S occupancy and management of the Premises.

ARTICLE V **MAINTENANCE OF PREMISES**

1. **Exterior.** LESSOR shall maintain, at its expense, the structure of the building, any common areas (including snow and ice removal from the parking area and drives, and grass cutting) and the roof.

2. **Interior.** LESSEE agrees to keep and maintain all portions of the interior of the Premises in good order, condition and repair, and to promptly make all repairs or replacements becoming necessary during the term including, but without limitation, repairs to heating, air conditioning and ventilating systems servicing the Premises (replacement of the same being the responsibility of LESSOR), windows, doors, glass (which shall be replaced with glass of the same size and quality), electrical, plumbing and sewage lines and fixtures within the Premises, excluding the basement area of the subject building which shall remain the responsibility of LESSOR, interior walls, floor coverings, furniture, fixtures, equipment, ceilings, docks, conveyors, fire extinguishers and building appliances of every kind, and to provide cleaning, janitor and window washing services and to clean, maintain the same.

3. On default of LESSEE in making any repairs or replacements required to be made by LESSEE hereunder or in maintaining the Premises, LESSOR may, but shall not be required to make such repairs or replacements

or maintain the Premises for LESSEE'S account, but only upon the expiration of Thirty days (30) after written notice to LESSEE of LESSOR'S intention to do so, and the cost and expense thereof shall constitute and be collectible as an additional cost and expense of LESSEE hereunder, payable by LESSEE on demand. Amounts advanced by LESSOR shall bear interest at the rate of ten percent (10%) per annum from the date of such advance until fully paid.

ARTICLE VI
UTILITIES

LESSOR agrees, during the term of this lease, to provide at its expense water and sewer service. LESSEE shall pay for all other public utility services rendered or furnished to the Premises during the term hereof, including heat, gas, electricity, rubbish and trash removal, and the like, together with all taxes levied or other charges on such utilities. LESSEE agrees that at all time its use of any such services shall never exceed the capacity of the mains, feeders, ducts and conduits bringing same to the Premises or the outlets, risers, wiring, piping, duct work or other means of distributions of such service within the Premises.

ARTICLE VII
LESSEE'S TAXES

LESSEE shall pay promptly when due all personal property taxes and other taxes assessed against LESSEE'S fixtures, furnishings, equipment and stock-in-trade placed in or on the Premises during term of this Lease.

ARTICLE VIII
ALTERATION/MECHANIC'S LIEN

1. LESSEE shall not make any structural alterations to the subject Premises without the express consent of LESSOR. As to any non-structural alterations, the same shall be subject to LESSOR'S prior express approval, which shall not be unreasonably withheld. LESSEE shall obtain a completion bond or other evidence or assurance satisfactory to LESSOR prior to making any such improvements.

2. LESSEE agrees that no mechanics liens shall be filed against the premises for work or materials claimed to been done or furnished by, to, or for LESSEE. In the event a mechanics lien is filed, the same shall be discharged by LESSEE within thirty (30) days after filing by bonding or as provided or required by law or in any other lawful manner.

ARTICLE IX
DESTRUCTION OF PREMISES

1. If the Premises shall be destroyed or so injured by any cause as to be unfit, in whole or in part, for occupancy and such destruction or injury could be substantially repaired within six (6) months from the happening of such destruction or injury, then LESSEE shall not be entitled to surrender possession of the Premises nor shall LESSEE'S liability to pay rent or other costs and expenses under this Lease cease without the mutual consent of the parties hereto; but in case of any such destruction or injury, and provided that LESSEE is not in default hereunder, LESSOR shall repair the same (exclusive of leasehold improvements constructed by LESSEE) with all reasonable speed and shall substantially complete such repairs within six (6) months from the date of the happening of such damage or injury to the premises. LESSEE agrees to cooperate with LESSOR with respect to same. However, during such repair period, rent shall abate proratably based upon the portion of the Premises unfit of occupancy.

2. If such destruction or injury cannot be substantially repaired within six (6) months from the happening thereof, LESSOR shall notify LESSEE within thirty (30) days after receiving notice of the happening of such destruction or injury whether or not LESSOR will repair or rebuild. If LESSOR elects to rebuild, then this Lease shall remain in full force and effect, and the provisions set forth in sub-paragraph 1 above shall apply (including abatement of rent), except that the repair may exceed six (6) months. If LESSOR elects not to repair or rebuild, this Lease shall terminate upon such election, and all insurance proceeds payable in connection with such damage or destruction shall be retained by LESSOR.

ARTICLE X
TRADE FIXTURES IN PREMISES

1. **LESSEE'S Personal Property & Trade Fixtures.** LESSEE agrees that all personal Property of every kind or description placed on the Premises during the Lease term shall be at LESSEE'S sole risk or at the risk of these claiming under LESSEE, and that LESSOR shall not be liable for any damage to said Property or loss suffered by the business or occupation of LESSEE arising from the failure to repair, the bursting or overflowing or leaking of water, sewer or steam pipes, from the beating or plumbing fixtures, from electric wires, from gas or odors or caused in any manner whatsoever, or from any other cause whatsoever.

2. LESSEE may, at the expiration of the term hereof; remove all of its personal property and trade fixtures which can be moved without costly injury to, or defacement of the Premises, provided all rents and other costs and expenses stipulated herein are paid in full and LESSEE is not otherwise in default hereunder, and provided further that any and all damage to the Premises resulting from or caused by the original installation and/or by such removal shall be promptly repaired at LESSEE'S expense. For the purpose of this Article, it is acknowledged and agreed by LESSEE that the personal property and trade fixtures referred to herein are those installed or place on the Premises by LESSEE.

ARTICLE XI
ACCESS TO PREMISES

LESSEE agrees to permit LESSOR and LESSOR'S agents to inspect and examine the Premises at any reasonable time to permit LESSOR to make such repairs, decorations, alterations, improvements or additions in and to the Premises the LESSOR may deem desirable or necessary for its preservation or which LESSEE has failed so to do, and for other reasonable purpose without the same being construed as an eviction of LESSEE in whole or in part, and the rent and other costs and expenses due hereunder shall not abate while such decorations, repairs, alterations, improvements or additions are being made by reason of loss or interruption of the business of LESSEE because of the prosecution of such work.

ARTICLE XII
SURRENDER OF PREMISES

1. Except as is otherwise provided for in this Agreement, LESSEE agrees to deliver up and surrender to LESSOR possession of the Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the term of this Lease, or may have been put by LESSOR or LESSEE during the continuance thereof, reasonable wear and tear excepted; it being understood and agreed that acceptance of delivery of the Premises shall be deemed conclusive evidence that the Premises were in good order and condition at the commencement of the term of this Lease.

2. Prior to LESSEE'S vacating or delivering up the Premises to LESSOR, LESSEE shall, at LESSEE'S cost and expense, remove all property of LESSEE, and shall repair any damage to the Premises caused by the original

installation thereof and/or such removal and restore the Premises to the condition in which they were prior to the installation of the articles so removed. Any property no so removed and as to which LESSOR shall have not made said election, shall be deemed to have been abandoned by LESSEE and may be retained or disposed of by LESSOR, as LESSOR shall desire. LESSEE'S obligation to observe or perform this covenant shall survive the expiration or termination of the term of this Lease.

ARTICLE XIII
INDEMNITY AND INSURANCE BY LESSEE

1. LESSEE agrees to indemnify, defend and save harmless LESSOR from and against any penalty, damages, charges or costs imposed or resulting from any violation of any law, order of governmental agency or ordinance, whether occasioned by the neglect of LESSEE or those holding under LESSEE, and that LESSEE will at all times indemnify, defend and save harmless LESSOR from and against all claims, losses, costs, damages or expenses arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever or whatsoever, and will indemnify, defend and save harmless LESSOR from and against any and all claims and any and all losses, costs, damages or expenses directly or indirectly arising out of or relating to the Premises or any business operated by LESSEE on said Premise, and any failure of LESSEE in any respect to comply with or perform all the requirements and provisions of this Lease.

2. (a) LESSEE agrees that, at its own cost and expense, it will procure and continue in force, in the names of LESSOR, LESSOR'S mortgagee(s) and LESSEE, as their interests may appear, general liability insurance against any and all claims for injuries to persons occurring in, upon or about the Premises, such insurance at all times to be in an amount of not less than One Million Dollars (\$1,000,000.00) combined single limit. Such insurance shall further provide that the same may not be canceled, terminated or modified unless the insurer gives LESSOR and LESSOR'S mortgagee(s) at least thirty (30) days prior written notice hereof.

(b) LESSEE agrees that, at its own cost and expense, it will procure and continue in force fire, extended coverage and all other perils commonly referred to as "all risk" insurance, written at one hundred percent (100%) replacement cost value to the extent possible, covering all of LESSEE'S Personal Property in the Premises (including, without limitation, inventory, trade fixtures, wall and floor coverings, furniture and other Property removable

by LESSEE pursuant to the provisions of this Lease) and all leasehold improvements installed in the Premises by LESSEE.

(c) In addition, LESSEE shall procure and maintain, at its own cost and expense, "rent insurance", "loss of income", and "malicious mischief" endorsements.

(d) All insurance described in subparagraphs (b) and (c) shall name LESSOR and any mortgagee(s) of LESSOR as additional named insureds, shall be written with a company or companies authorized to engage in the business of Premises insurance in the State of Ohio and rated "A-5" or better by A.M. Best Company, and before such insurance expires or is terminated, LESSEE shall deliver to LESSOR customary insurance certification evidencing such paid up insurance.

(e) The above-mentioned insurance certifications to be provided by LESSEE, shall be for a period of not less than one (1) year; it being understood and agreed that thirty (30) days prior to the expiration of any policy of insurance during the term of this Lease, LESSEE will deliver to LESSOR a renewal or new policy to take the place of the policy expiring, with the further agreement that, should LESSEE fail to furnish policies as is provided in this Lease, and at the times herein provided, LESSOR may obtain such insurance and the premiums on such insurance shall be deemed additional rent to be paid by LESSEE unto LESSOR upon demand.

ARTICLE XIV **ASSIGNMENT AND SUBLETTING**

LESSEE shall not assign this Lease in whole or in part, and shall not sublet the subject Premises in whole or in part to any third party whatsoever, whether voluntarily, involuntarily, by operation of law, or otherwise, without the express written consent of LESSOR. Any such consent to an assignment shall not relieve the original LESSEE from its obligations hereunder for the balance of the then current lease term. An assignment for the benefit of creditors or by operation of law shall not be effective to transfer any rights to any assignee, without the written consent of the LESSOR first having been obtained, which consent may be arbitrarily withheld.

ARTICLE XV
EMINENT DOMAIN

1. If the Premises or any part thereof shall be taken or condemned either permanently or temporarily for any public or quasi public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, then this Lease shall terminate and shall become null and void from the time possession thereof is required for public use and from that date on the parties hereto shall be released from further obligation hereunder. The entire compensation award therefor, both leasehold and reversion, shall belong to LESSOR. LESSEE shall, however, be entitled to claim, prove and receive in such condemnation proceedings such award as may specifically stated and allowed for fixtures and other equipment installed by it, but only if such award expressly shall be in addition to the award for the land and the building (or portions thereof).

2. Any such appropriation or condemnation proceedings shall not operate as or be deemed an eviction of LESSEE or a breach LESSOR'S covenant for quiet enjoyment.

ARTICLE XVI
DEFAULT BY LESSEE

1. All rights and remedies of LESSOR herein enumerated shall be cumulative, and none shall exclude any other right or remedies allowed by law. LESSEE covenants and agreed that if:

(a) LESSEE shall fail, neglect or refuse to pay any rental amounts due hereunder or any additional rental amounts due hereunder at the time and in the amount as herein provided, or to pay any other monies provided herein to be paid by LESSEE to LESSOR or any third party, promptly when and as the same shall become due and payable under the terms hereof, and if any such default should continue for a period of more than ten (10) days after written notice thereof from LESSOR; or

(b) Any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against LESSEE, or any voluntary or involuntary proceedings in any court or tribunal shall be instituted to declare LESSEE insolvent or unable to pay LESSEE'S debts, and the same shall not be dismissed or discharged within thirty (30) days thereafter; or

(c) LESSEE makes any assignment of its Property for the benefit of creditors or should the Property be taken under a levy of execution or attachment in any action against lessee and such levy attachment or assignment is not dismissed or discharged with in thirty (30) days; or

(d) LESSEE shall abandon or vacate the Premises or shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein contained, covenanted or agreed to be kept or performed by LESSEE, and if any such default shall continue for a period , however, that if the cause for giving such notice involves the making of repairs or other matters reasonably requiring a longer period of time than the period of such notice, then LESSEE shall be deemed to have complied with such notice so long as it has, within such thirty (30) day period commenced, in good faith, to comply with said notice or has taken and continues to diligently pursue all proper steps or proceedings under circumstances to prevent the seizure, destruction, alteration or other interference with said Premises by reason of noncompliance with the requirements of any law or ordinance or with the rules, regulations, or directions of any governmental authority as the case may be; or

then, in any such event, LESSEE does; hereby authorize and fully empower LESSOR or LESSOR'S agent to cancel or annul this Lease at once and to re-enter and take possession of the Premises immediately and by force if necessary, without any previous notice of intention to re-enter, and to remove all persons and their Premises therefrom, and to use such force and assists in effecting and perfecting such removal of said LESSEE as may be necessary and advisable to recover at once first and exclusive possession of the Premises whether in possession of LESSEE or of third persons or otherwise, without being deemed guilty of any manner of trespass and without prejudice to any remedies which might otherwise be used by LESSOR.

2. Notwithstanding the foregoing, LESSEE shall in no event be charged with default in the performance of any of its obligations hereunder unless and until LESSEE shall have failed to perform such obligations after notice to LESSEE by LESSOR properly specifying wherein LESSEE has failed to perform any such obligations.

3. In addition, if LESSEE shall default in performing any term, covenant of obligation of this Lease on the part of LESSEE to be performed, which default may be cured by the expenditure of money, then LESSOR shall have the right, but shall not be obligated, to expend on behalf of LESSEE such sum as may be necessary or appropriate, as reasonably determined by

LESSOR, to perform and fulfill such term, covenant or obligation and all funds so expended by LESSOR, with interest thereon at the rate of ten percent (10%) per annum from the date of such advance until paid, shall be and be deemed to be an additional cost and expense of LESSEE hereunder and shall be repaid by LESSEE to LESSOR on demand; but no such payment or expenditure by LESSOR shall be deemed a waiver of LESSEE'S default nor shall it affect any other right or remedy available to LESSOR by reason of such default.

ARTICLE XVII
WAIVER OF LESSEE'S DEFAULT

No waiver of any covenant, agreement or condition or of the breach of any covenant, agreement or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant, agreement or condition nor to justify or authorize the nonobservance of any other occasion of the same or of any other covenant, agreement or condition hereof, nor shall the acceptance of rent by LESSOR at any time when LESSEE is in default under any covenant, agreement or condition hereof be constructed as a waiver of such default or of LESSOR'S right to terminate this Lease on account of such default, nor shall any waiver or indulgence granted by LESSOR to LESSEE be taken as an estoppel; against LESSOR, it being expressly understood that if at any time LESSEE shall be in default in any of its covenants, agreements or conditions hereunder an acceptance by LESSOR of rental during the continuance of such default or the failure on the part of LESSOR promptly to avail itself of such rights or remedies as LESSOR may have, shall not be construed as a waiver of such default, but LESSOR may at any time thereafter, if such default continues, terminate this Lease or assert any other rights or remedies available to it on account of such default in the manner hereinbefore provided.

ARTICLE XVIII
ESTOPPEL CERTIFICATE BY LESSEE

LESSEE agrees at any time and from time to time, upon not less than ten (10) days' prior written request by the LESSOR, to execute, acknowledge and deliver to LESSOR a written statement in such form as LESSOR may reasonably request certifying that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), and the dates to which the rent and other charges have been paid in advance, if any, and to such other items as LESSOR may request, it being intended that any such statement

delivered pursuant to this Article may be relied upon by any prospective purchaser of the mortgagee or of any mortgage upon the fee of the Premises.

ARTICLE XIX
HOLDING OVER

If LESSEE shall remain in possession of all or any part of the Premises after the expiration of the term of this Lease or any renewal thereof without the written consent of LESSOR, then LESSEE shall be deemed a LESSEE of the Premises from month-to-month at one hundred twenty percent (120%) of the most recent rental payable by LESSEE hereunder and subject to all of terms and provisions hereof, except as to the term of this Lease.

ARTICLE XX
QUIET ENJOYMENT

LESSOR agrees that if LESSEE pays the rental and other charges herein provided and shall perform all of the covenants, terms and agreements herein stipulated to be performed on LESSEE'S part, then LESSEE shall, at all times during said term, have the peaceable and quiet enjoyment and possession of the Premises without any manner of hindrance from LESSOR or any persons lawfully claiming through LESSOR, except as to such portion of the Premises as shall be taken under the power of eminent domain or condemnation.

ARTICLE XXI
REAL ESTATE TAXES

LESSEE shall pay all real estate taxes, both general and special, levied against the subject property during the term hereof. LESSOR agrees to cooperate with LESSEE should LESSEE desire to contest the real estate tax value, but LESSEE shall be solely responsible for all costs and expenses associated therewith.

ARTICLE XXII
INDEMNIFICATION

LESSEE shall and hereby does, indemnify and agree to hold LESSOR harmless from any costs, expenses, liabilities, and damages, of any and all kind and nature whatsoever, resulting from LESSEE'S use and occupancy of the Premises leased hereunder, and from the operation of any business on the subject leased Premises.

ARTICLE XXIII
FORCE MAJEURE

If LESSOR or LESSEE shall be delayed, hindered in or prevented from the performance of any act required hereunder (other than the payment of rent and other charges payable by LESSEE) by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, the act, failure to act or default of the other party, war or any other reason beyond the reasonable control of the party who is seeking additional time for the performance of such act, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a reasonable period, in no event to exceed a period equivalent to the period of such delay.

ARTICLE XXIV
NOTICES

Any bill, statement, notice, communication or payment which LESSOR or LESSEE may desire, or be required to provide to the other party, shall be in writing and shall be sent to the other party by registered or certified mail to the address specified herein, if any, or to such other address as either party shall have designated to the other, and the time of the rendition of such shall be when same is deposited in an official United States, Post Office, postage prepaid.

ARTICLE XXV
INVALIDITY OF PARTICULAR PROVISIONS

If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the other terms and provisions of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

ARTICLE XXVI
PROVISIONS BINDING

Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and permitted assigns, respectively, of the LESSOR and the LESSEE. Each term and provision of this Lease agreed to

be performed by LESSEE shall be construed to be both a covenant and a condition. The reference contained to successors and assigns of LESSEE is not intended to constitute a consent to assignment by LESSEE, but has reference only to those instances in which LESSOR may have given written consent to a particular assignment as required by Article XI hereof.

ARTICLE XXVII
RELATIONSHIP OF PARTIES

Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship or principal and agent or of partnership or of joint venture or of any association whatsoever between LESSOR and LESSEE, it being expressly understood and agreed that neither the computation of rent and other charges nor any other provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between LESSOR and LESSEE other than the relationship of LESSOR and LESSEE.

ARTICLE XXVIII
GOVERNING LAW

This Lease will be governed by and construed under the laws of the State of Ohio, without regard to conflict of laws and principles of the state.

ARTICLE XXIX
COMPLETE AGREEMENT

This writing contains the entire agreement between the parties hereto, and no agent, representative, salesman or officer of LESSOR hereto has authority to make or has made any statement, agreement or representation, oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No dealings between the parties or custom shall be permitted to contradict various additions to or modify the terms hereof. No modifications of this Lease shall be binding unless such modification shall be in writing and signed by both the parties hereto.

**Rocky River WWTP
Utility Fund
January 1, 2014 to December 31, 2014**

Cost Allocation

Fund Balance:	12/31/2013 - adjusted	1,347,744.20
less: Encumbrances		(163,070.31)
Unencumbered Fund Balance - adjusted		<u>1,184,673.89</u>
less: Reserve Carry Over	(two months)	(787,505.17)
Adjusted Beginning Fund Balance		<u>397,168.72</u>
2014 Proposed Budget		4,725,031.00
less:		
Adjusted Beginning Fund Balance (above)		(397,168.72)
Loan Allocation		
OWDA 2173		(390,593.25)
OPWC CA12J		(115,775.10)
OPWC CA11K		<u>(18,426.20)</u>
Amount needed for operation of Rocky River WWTP - 2014		<u><u>3,803,067.73</u></u>

**Rocky River WWTP
Utility Fund
January 1, 2014 to December 31, 2014**

Cost Allocation

**Invoice Calculation
(calculated over a 10 month period)**

[1]

City	[2] Flow and Strength %	Annual			Monthly			Total Invoice Amount		
		2014 Budget	OWDA Loan 2173 / 9012	OPWC Loan CA12J	OPWC Loan CA11K	OWDA Loan 2173 / 9012	OPWC Loan CA12J		OPWC Loan CA11K	
Bay Village	24.800%	943,160.80	51,011.48	17,856.48	2,843.16	94,316.08	5,101.15	1,785.65	284.32	101,487.19
Fairview Park	15.850%	602,786.23	71,908.22	18,236.00	2,902.13	60,278.62	7,190.82	1,823.60	290.21	69,583.26
Rocky River	25.310%	962,556.44	110,733.18	34,040.52	5,417.30	96,255.64	11,073.32	3,404.05	541.73	111,274.74
Westlake	34.040%	1,294,564.25	156,940.37	45,642.10	7,263.61	129,456.43	15,694.04	4,564.21	726.36	150,441.03
	100.000%	3,803,067.73	390,593.25	115,775.10	18,426.20					

NOTE: Invoices will be sent at the beginning of the month and are due by the end of the month.

	Bay Village	Fairview Park	Rocky River	Westlake
Operations	943,160.80	602,786.23	962,556.44	1,294,564.25
Loan Allocation:				
OWDA 2173	51,011.48	71,908.22	110,733.18	156,940.37
OPWC CA12J	17,856.48	18,236.00	34,040.52	45,642.10
OPWC CA11K	2,843.16	2,902.13	5,417.30	7,263.61
2014 Total:	1,014,871.92	695,832.58	1,112,747.44	1,504,410.33
				4,327,862.28
				4,327,862.28

[1] - ok, verified 2006 rates to Flow Quantity and Strength Study and recalculated from Final Amortization Schedule

[2] - 10/23/2013 updated for 2012 Flow Quantity and Strength Study

**ROCKY RIVER WASTEWATER TREATMENT PLANT
PROPOSED OPERATING BUDGET 2011**

SALARIES	2013 BUDGET	2013 BUDGET ADJ./W/ENCS	2014 Proposed Approp.
1. Supervision	131,900.00	131,900.00	140,300.00
2. Clerk	42,500.00	42,500.00	43,900.00
3. Employees	764,700.00	764,700.00	788,800.00
4. Overtime	85,000.00	85,000.00	90,000.00
5. Longevity	29,800.00	29,800.00	29,500.00
6. Part-Time	5,000.00	5,000.00	0.00
SALARY SUB-TOTALS	\$1,058,900.00	\$1,058,900.00	\$1,092,500.00
FRINGE BENEFITS			
7. Sick Leave/Termination	30,000.00	36,300.00	20,000.00
8. Life Insurance	1,600.00	1,885.10	1,900.00
9. PERS	149,500.00	149,500.00	155,900.00
10. Health Benefits	198,008.00	203,900.00	215,215.00
11. Medicare	15,700.00	15,700.00	15,800.00
Uniform Allowance	4,400.00	4,400.00	4,000.00
12. Workers' Compensation	25,635.00	23,481.00	21,616.00
13. Unemployment Compensation	0.00	0.00	0.00
FRINGE BENEFITS SUB-TOTALS	\$424,843.00	\$435,166.10	\$434,431.00
OTHER			
14. Local Travel	250.00	250.00	250.00
15. Non-Local Travel	1,000.00	1,000.00	1,000.00
16. Electric	385,000.00	381,000.00	355,000.00
17. Gas	105,000.00	93,000.00	85,000.00
18. Water	165,000.00	177,000.00	180,000.00
19. Contract Repair	30,000.00	35,081.21	30,000.00
20. Telephone	5,000.00	8,400.00	7,165.00
21. Postage	750.00	3,250.00	750.00
22. Landfill	225,000.00	258,522.32	255,000.00
23. Legal Service	15,000.00	19,868.50	20,000.00
24. Drug Testing	1,500.00	1,500.00	1,500.00
25. Education	3,500.00	3,500.00	3,500.00
26. Professional Services	105,000.00	107,944.72	15,000.00
27. Secretarial Services	6,700.00	6,700.00	6,700.00
28. Equipment Maintenance	120,000.00	136,261.52	120,000.00
29. Uniform Maintenance	9,000.00	8,794.66	9,000.00
30. Fees (EPA Discharge)	25,000.00	25,237.00	25,000.00
31. Buildings Maintenance	10,000.00	10,948.00	10,000.00
32. Insurance	54,000.00	54,000.00	60,000.00
33. Copy Machine	600.00	730.84	600.00
34. Memberships	300.00	300.00	300.00
35. Advertising	2,500.00	2,500.00	2,500.00
36. Office Supplies	1,600.00	1,970.09	1,600.00
37. Operating Supplies	45,000.00	49,643.60	45,000.00
38. Chemicals	400,000.00	405,931.01	480,000.00
39. Lab Supplies	25,000.00	28,534.09	30,000.00
40. Gas & Oil	3,500.00	3,500.00	3,500.00
41. Tires	1,000.00	1,000.00	1,000.00
42. Safety Management	1,000.00	1,000.00	1,000.00
43. Tools & Implements	1,000.00	1,000.00	1,000.00
44. Furniture & Fixtures	1,000.00	1,000.00	1,000.00
45. Land Lease	57,000.00	57,000.00	57,000.00
46. Land Improvement	500.00	500.00	500.00

SEWER CHARGES OF SURROUNDING COMMUNITIES

NOVEMBER 8, 2013

Revised March 7, 2014

Avon	Base Charge \$1.99 per month	\$5.79 per thousand gallons of water	S1 Avon \$2.71 per thousand gallons of water	S3 N.Ridgeville \$3.08 per thousand gallons of water
Avon Lake	\$8.25 per bill plus \$3.17 per thousand gallons of water	Quarterly minimum charge for 5/8" meter is \$8.25 for wastewater		
Fairview Park	\$39.00 quarterly per 1000 cubic feet	\$39.00 per quarter per 1000 cubic feet		
North Olmsted	\$64.75 per quarter for 2013	\$72.07 per quarter for 2014	\$76.46 per quarter for 2015	\$78.76 per quarter for 2016 and increasing 3% annually thereafter
Rocky River	\$38.00 per 1000 cubic feet quarterly	\$25.00 Capital Charge for the Sewer Rehabilitation Fund		
Westlake	\$40.00 per quarter single family	\$50.00 per quarter two- family	\$17.50 per quarter apartment unit	\$17.50 per quarter commercial/industrial

Revision of March 7, 2014

(adding North Ridgeville)

North Ridgeville	\$4.77 per 100 cubic feet			
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/07/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Insurance Office 20325 Center Ridge Road, #400 Rocky River, OH 44116	CONTACT NAME: William R. Sincerney
	PHONE (A/C, No, Ext): (440) 333-3555 FAX (A/C, No): (440)331-3431
	E-MAIL ADDRESS: info@theinsuranceofficeoh.com
	INSURER(S) AFFORDING COVERAGE
INSURED American Legion Post 385 PO Box 40503 Bay Village, OH 44140	INSURER A: State Auto NAIC # 25127
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PBP 2363371	11/15/2013	11/15/2014	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 1,000,000
							PRODUCTS - COMP/OP AGG	\$ 1,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder for the day of May 26, 2014, Memorial Day from 7 am to 3 pm.

CERTIFICATE HOLDER The City of Bay Village Attn: Law Department 350 Dover Center Road Bay Village, OH 44140	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>William Sincerney</i>
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