

AGENDA

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

March 24, 2014
7:30 p.m.

ANNOUNCEMENTS

AUDIENCE

COMMITTEE OF THE WHOLE

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Lee

Do Not Knock Registration Procedure

Resolution to accept the Fire Study Grant to be presented April 7, 2014.

Amend Traffic Code/Right Turn Only from Westerly School Parking Lot

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-Tadych

Award of Contracts - Street Resurfacing Program 2014 Materials and Supplies

Award of Contract – Street Striping Program - 2014

Application to the Ohio Environmental Protection Agency, Division of Surface Water for the 2014 Surface Water Improvement Fund Grant

FINANCE & CLAIMS COMMITTEE – Clark

Fireworks Committee Report

Administrative Compensation Ordinance

Sewer Rental Rates

Creation of New Fund for Property Maintenance Collections- Ordinance to be presented April 7, 2014

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Lieske

RECREATION & PARK IMPROVEMENT COMMITTEE-Henderson

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-Vincent

Participation in the Ohio Department of Transportation contract for Sodium Chloride (Rock Salt)

MISCELLANEOUS

Town Hall Meeting – Monday, March 31, 2014, 7:30 p.m. Dwyer Memorial Center

Agenda
Committee Meeting of Council
February 24, 2014

Open Government Seminar to be held at Bay Village City Hall on June 23, 2014 from 10 a.m. to 1:15 p.m. Topics include: Public Records, Record Retention, and Open Meetings. Registration now open at ohioauditor.gov/open/trainings.html, or by contacting Clerk of Council, 440-899-3406.

CAHOON MEMORIAL PARK TRUSTEES

Request for wedding ceremony by resident Michael Deterling in Cahoon Memorial Park on September 6, 2014, at 4 p.m., at the extreme northeast corner of the Cahoon Memorial Park Walking Trail.

The Adcom Group

City of Bay Village Do Not Knock Registry Form Development, #3514

Project Overview

The City of Bay Village has requested The Adcom Group's (TAG) assistance in developing a "Do Not Knock Registry" form to be placed within the current City of Bay Village website. The proposal below outlines the necessary steps and requirements needed to complete this task.

Project Details

A "Do Not Knock Registry" form will be created for the City of Bay Village website to allow citizens to submit their information to be added or removed from a list regarding door-to-door solicitations. The form will live within its own page on the website, similar to the "Contact Us" form. A call-to-action (CTA) box/button will be present within the right rail of the site intended to direct users to the form. TAG suggests this placement as the CTA will remain persistent throughout each page of the site in this location.

The following fields and field types will be present on the form:

- Name (fill in)
- Address (fill in)
- Date (fill in)
- Phone (fill in)
- Email (Optional) (fill in)
- Please add my address to the "Do Not Knock Registry". (checkbox)
- Please remove my address from the "Do Not Knock Registry". (checkbox)
- Signature (checkbox)

All fields, with the exception of "Email", are assumed required and must be completed in order to submit the form to the City of Bay Village.

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TAG will provide verbiage for the "Signature" checkbox to the City of Bay Village for approval. It will state that the signee confirms the information provided to be accurate and acknowledges the purpose of the registry.

In addition, TAG also suggests a brief introductory paragraph (2 to 3 sentences) be placed at the top of the form page to acclimate the user to the purpose of the form.

Once submitted, the form data will be saved within Umbraco and emailed to one recipient with the City of Bay Village. The email will act as a notification letting the recipient know a new entry has been submitted.

An export function will also be created to allow for the data to be exported from Umbraco into an Excel document. However, not all form fields will be included in the exported document. The City of Bay Village has requested the following fields to be included in said export:

- Address
- Please add my address to the "Do Not Knock Registry".
- Please remove my address from the "Do Not Knock Registry".

Project Cost

DESCRIPTION	FEES
• Do Not Knock Registry Form Development	\$2,025.00

** Project Costs are valid ninety (90) days from date of this proposal*

Project Duration

The duration of this project is estimated to be 1 to 2 weeks from project commencement.

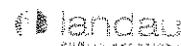
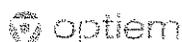
Payment Terms

TAG will invoice 100% upon substantial completion of the project.

TAG considers a project to be substantially complete when all project assets are deemed by TAG to be complete and are delivered to the client.

If a Purchase Order is required for billing, it should be submitted to TAG at the time of project initiation.

Term for all invoices is net 30 days. We reserve the right to suspend work on a project due to unpaid, past-due invoices.



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After acceptance, all project variances that represent more than a 5% increase in the component cost estimate will be managed through the change control process set forth in this Proposal. The following out-of-pocket expenses, if necessary, will be billed separately: site analytics fees, FedEx, materials, courier, stock photography, client-authorized travel outside of the Cleveland metropolitan area.

Change Control Process

Aside from cost variances, there are instances during the course of a project where a client may ask that TAG add or delete requirements. We term these "Change Requests," and manage them using a process whereby we: (1) document the requested change, (2) assess its impact on the project cost, project timeline, and project functionality, and (3) present the change request, along with any related costs or price reductions, to the client for approval.

Once approved, the Change Request is integrated into the Project Plan and billed. Two documents—the Change Control Request and Change Control Log—are utilized through the project to request and track change requests.

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Signatures

We are committed to providing City of Bay Village with the highest quality service. If the services and terms outlined in this Proposal are acceptable, please return two signed copies to the attention of:

The Adcom Group
1370 W. 6th St., 3rd Floor
Cleveland, OH 44113
216.574.8700 – 216.574.6131 (FAX)

City of Bay Village

Authorized Signature:

Name: _____

Title: _____

Date: _____

The Adcom Group

Authorized Signature:

Name: _____

Title: _____

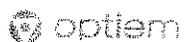
Date: _____

Terms & Conditions

Authorization: City of Bay Village (“the client”) is engaging TAG as an independent contractor for the specific project of developing and/or improving a website.

Hourly Rate: For purposes of this engagement, “hourly rate” refers to TAG’s standard blended billing rate of \$135/hour.

Warranty: TAG extends a thirty (30) day warranty against code defects and bugs. The warranty period begins when the site files are made available to the client for review and testing. After the thirty (30) day period has expired, all requests will be billed at the standard hourly rate. Maintenance contracts are available on request.



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Post Placement Alterations: TAG cannot accept responsibility for any alterations made by third parties to the client's project files once they have been delivered. Such alterations include, but are not limited to, additions, modifications or deletions to graphics, and code. In addition, post placement alterations void the thirty (30) day warranty and browser compatibility provision.

Assignment of Project: TAG reserves the right to assign subcontractors to this project to insure the right fit for the job as well as on-time completion.

Refusal to Service: TAG reserves the right to refuse service for any material that TAG feels are not legal, moral or in the best interest of TAG, but TAG is not responsible for the content of any materials.

Errors and Omissions: TAG will use good faith to ensure pages authored by TAG are free of errors, however, TAG may not be held responsible for any errors that may arise in the course of authoring any pages. TAG does not accept any liability for losses or damages arising from errors within any page or if web search submissions are not accepted. It is the client's responsibility to proof its web pages for errors and inform TAG of such errors. This process must begin immediately after the pages are posted to the web host for the client to view.

Payment of Fees: Payment to TAG will invoice all project fees according to the schedule set forth herein. All payments will be made in US funds net 30 days after the invoice date.

If an amount remains delinquent 30 days after its due date, an additional 5% penalty will be added for each month of delinquency. TAG reserves the right to remove web pages from viewing on the Internet until final payment is made. In case collection proves necessary, the client agrees to pay all fees incurred by that process (including all attorneys' fees and court costs). This agreement becomes effective only when signed by TAG. Regardless of the place of signing of this agreement, the client agrees that for purposes of venue, this contract was entered into in Cuyahoga County, Ohio, and any dispute will be litigated or arbitrated in Cuyahoga County, Ohio.

Cancellation: Either party may cancel this agreement upon written notification, however any charges incurred to the date of receipt of notification shall be immediately due and payable. Such charges shall include fees for any work in progress, contracted services fees, software purchases or graphics purchases to suit the client's project needs.

Legal Notice: Notwithstanding anything to the contrary contained in this contract, neither TAG nor any of its employees or agents warrants that the functions contained in this web design project will be uninterrupted or error-free. Website uptime will be governed by the Client's direct agreement with the Hosting Provider. In no event will TAG be liable to the Client or any third party for any damages, including, but not limited to, service interruptions caused by Acts of God, the Hosting Service or any other circumstances beyond our reasonable control, any lost profits, lost savings or other incidental, consequential, punitive, or special damages arising out of the operation of or inability to operate this web design project, failure of any service provider,

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of any telecommunications carrier, of the Internet backbone, of any Internet servers, you or your site visitor's computer or Internet software.

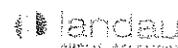
Other Legalities: The client is required to ensure that the content of their pages meets all the current US legislation regarding publications. The client shall further indemnify TAG in respect of any claims, costs or expenses that may arise from any material included in their pages authored or placed on their behalf by TAG.

Sole Agreement: The agreement contained in this document constitutes the sole agreement between TAG and the Client regarding this website. Any additional work not specified in this contract must be authorized by a written change control order. All prices specified in this contract will be honored for six (6) months after both parties sign this contract. Additional services or services relating to this project requested after that time will require a new agreement between the parties.

Project Dormancy: If, due to no fault of TAG, a project becomes dormant for a period greater than thirty (30) days, TAG reserves the right to charge a fee of 10% of the proposed project cost to re-initiate the project. Project dormancy is defined by a period of time where TAG is unable to continue work on a project due to lack of response or engagement from the client or their agents.

Initial Payment, Cancellation and Refund Policy: If the client halts work after this agreement is signed the initial payment will be returned less the amount due based on the current hourly rate for the work completed, or \$5,000, whichever is greater. Cancellation must be in writing and is effective upon receipt at TAG. Notice must be mailed, e-mailed, or faxed to TAG. Work completed shall be billed the current hourly rate. If at the time of the cancellation work has been completed, the client shall be liable to pay the entire contract.

The user of this site agrees to the terms of this agreement on behalf of his or her organization or business. This Agreement constitutes the entire understanding of the parties. Any changes or modifications thereto must be in writing and signed by both parties.



GRANT AGREEMENT

Grantee							
Applicant:	Westshore Council of Governments	Grant Control No.:	RED14024				
Street Address:	350 Dover Center Road						
City:	Bay Village	State:	OH	Zip:	44140	County:	Cuyahoga
Eligible Project							
Project Name:	Westshore Regional Fire District Phase Two Feasibility Study						
Effective Date:	July 8, 2013	Project Completion Date:	July 8, 2015				
Maximum Grant Amount:	\$100,000.00	Maximum Grant Percentage:	58.8%				
Amount of Matching Funds:	\$70,000.00						
Project Manager							
Name:	Deborah Sutherland	Title:	Mayor of Bay Village				
Street Address:	350 Dover Center Road						
City:	Bay Village	State:	OH	Zip:	44140		
Telephone:	440-899-3415	Fax:			E-Mail:	dsutherland@cityofbayvillage.com	

This Grant Agreement (the "Agreement") is made and entered into between the **Ohio Development Services Agency**, ("Grantor") and **Grantee** (the "Applicant" as defined in the Program Policies) to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance to undertake and complete a study (the "**Eligible Grant Project**" as defined in the Program Policies) as further described by Grantee in its Local Government Innovation Fund Application (the "**Application**"). This Agreement incorporates by reference the "Scope of Work and Project Budget," which is attached as Exhibit I.

I. Eligible Project Funding.

(a) **State Grant.** Grantor hereby grants to Grantee, funds in an amount equal to the lesser of \$100,000.00, the maximum grant amount set forth above, and 58.8%, the maximum grant percentage set forth above, of the actual total costs of the Eligible Grant Project as outlined in Exhibit I. (the "**Grant Funds**").

(b) **Other Sources of Funds.** Grantor requires Grantee to utilize other funding sources for the Eligible Grant Project before utilizing Grant Funds. Grant Funds are to be utilized only when other funding sources are unavailable or insufficient to cover Eligible Grant Project Costs (as defined in the Program Policies) of the Eligible Grant Project.

(c) **Purpose.** The Grant Funds may be used for the sole and express purpose of undertaking and completing the Eligible Project. Grantee shall undertake and complete the Eligible Project substantially as described in the Scope of Work. Grantee may not use the Grant Funds for any purpose other than for Eligible Grant Project Costs of the Eligible Grant Project as expressly contemplated in the Scope of Work.

(d) Availability of Matching Funds. Grantee commits to obtain Matching Funds from other financing sources as further described in the Application. Grantee represents and warrants to Grantor that Grantee has obtained the Matching Funds as set forth in the Application or that Grantee has a binding commitment for such Matching Funds and, with the exercise of reasonable diligence, will have obtained such additional funds no later than the time such funds will be required to pay Eligible Grant Project Costs as and when such costs are payable.

2. **Budget Reductions.** Grantee acknowledges that Grantor is subject to State of Ohio (the "State") budgetary constraints that could result in a reduction of the amount of Grant Funds provided under this Agreement. Should Grantor's funding levels be reduced, Grantor shall notify Grantee in writing of the extent of any reduction to the Grant Funds and reduce Grantee's commitments in a manner corresponding to the reduction of Grant Funds and such notice shall result in the Agreement being amended without further action by the parties. Grantee hereby irrevocably authorizes Grantor to reduce the amount of Grant Funds provided under this Agreement upon written notice to Grantee provided there is a corresponding reduction in commitments outlined on page 1 of this Agreement.

3. **Subsequent Increase.** In cases where there is a reduction of Grant Funds and Grantor provides the written notice in accordance with Section 1(e) above, then subsequently additional funds become available to Grantor to increase the amount of Grant Funds to be provided to Grantee, Grantor shall notify Grantee in writing of such increase. Any such increase shall require an Amendment signed in accordance with Section 18(e) of this Agreement.

4. **Payment and Accounting of Grant Funds**

(a) **Payment of Grant Funds.**

(i) **Advanced Payment upon Execution.** Twenty percent (20%) of the total amount of Grant Funds shall be payable to Grantee in a lump sum upon the execution of this Agreement, and a payment request submitted by Grantee. Upon expenditure of the advanced Grant Funds, Grantee shall submit to Grantor, no later than 60 days, documentation of such expenditures, . The parties agree that the advance of Grant Funds under this paragraph requires Grantee to provide strict accounting of such funds, and if such funds are not expended in accordance with the terms and conditions of this Agreement, the amounts not expended or improperly expended shall be returned to Grantor within 30 days of written demand from Grantor.

(ii) **Payment Requests.** Grantee shall submit to the Grantor for review and approval requests for payment detailing expenditures which have then been incurred by Grantee in accordance with the Exhibit I. Grantor shall be the sole evaluator of the adequacy of payment requests. All expenses to be paid or reimbursed with Grant Funds shall be supported by contracts, invoices, vouchers, paid receipts and other documentation as appropriate to evidence the costs incurred by Grantee for Eligible Project activities as described in Exhibit I. Grantee shall submit to Grantor such documentation as necessary to substantiate a payment request. In the event of a complete or partial denial of a payment request, Grantor shall notify Grantee in writing and include a statement of specific reasons for such denial, and Grantee shall have an opportunity to re-submit the request for payment with additional information responsive to the reason for denial. Grantor shall use reasonable efforts to issue a notice of denial, in whole or in part, and/or initiate a voucher for payment within 30 days after receipt of a payment request from Grantee.

(iii) **Payment upon First Draft of Eligible Project.** Upon Grantor approval of Grantee's Payment Request submitted in accordance with subsection (ii) above, Grantor shall disburse to Grantee not more than fifty percent (50%) of the Grant Funds to pay or reimburse Eligible Grant Project Costs of the Eligible Grant Project upon delivery of the first draft of the Eligible Grant Project. Grantee shall adhere to the procedures for payment of Grant Funds set forth in the Disbursement Manual, which has been provided to Grantee and is incorporated herein by reference.

(iv) **Final Payment.** Grantor shall withhold thirty percent (30%) of Grant Funds until the Grantor receives notification that the final deliverable has been adopted by the Grantee and the Collaborative Partner(s) as identified in Exhibit I. Subsequently, upon Grantor approval of Grantee's Payment Request submitted in accordance with subsection (ii) above, Grantor shall pay the final payment to Grantee.

(v) **Waiver.** If Grantee fails to submit the first draft of the Eligible Grant Project within 24 months of the Effective Date of this Agreement, Grantee expressly waives any rights to any Grant Funds under this Agreement and Grantor is under no obligation to distribute any additional Grants Funds. Grantor may then pursue remedies under Section 14 of this Agreement to recover any Grant Funds advanced upon execution of this Agreement

(b) Accounting of Grant Funds. Grant Funds and any and all interest income therefrom shall be deposited and maintained in a separate account upon the books and records of Grantee (the "Account"). Grantee shall keep all records of the Account in a manner consistent with generally accepted accounting principles. All disbursements from the Account shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, paid receipts, pay stubs, signed time sheets, and other data, as appropriate, evidencing the necessity of such expenditure. If Grantee fails to comply with this requirement, Grantor may withhold payment of Grant Funds until such compliance is demonstrated.

(c) Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Eligible Grant Project and are eligible for reimbursement with Grant Funds, Grantee shall be reimbursed in accordance with the Expense Rule. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.

(d) Budget Amendment. A budget amendment is required when Grantee desires to reallocate to or from any line item in the approved Eligible Grant Project budget more than ten percent (10%) of the line item amount or \$10,000, whichever is greater. Reallocation of less than ten percent (10%) or \$10,000 to or from a line item requires written notification from the Grantee to Grantor. Additionally, a budget amendment is required when adding and reallocating Grant Funds to any new budget line item. The addition of a new budget line item not funded with Grant Funds requires written notification from the Grantor to the Grantee.

5. Grant Funds Not Expended. If the Grant Funds are not expended by Grantee in accordance with the terms and conditions of this Agreement or within the Term of the Agreement, set forth in Section 5 of this Agreement, the award of the Grant Funds shall cease and Grantor shall have no further obligation to disburse the Grant Funds. Grantor shall also have no obligation to disburse any amount of the Grant Funds that exceeds the allowable costs of the Eligible Grant Project actually incurred by Grantee or for costs that fail to meet the eligibility guidelines outlined in the Program Policies. If Grant Funds have been paid to Grantee and Grantor determines that Grantee has not performed in accordance with the terms and conditions of this Agreement, Grantee shall return such improperly expended Grant Funds within 30 days after demand by Grantor. In the event that the Eligible Grant Project is not completed in accordance with Exhibit I by the Project Completion Date (as such date may be extended as provided in Section 5(b) and/or is affirmatively abandoned by Grantee, all Grant Funds paid by Grantor to Grantee under this Agreement shall be refunded to Grantor by Grantee within 30 days after the Project Completion Date or abandonment has occurred.

6. Repayment of Grant Funds.

(a) Non-Completion of Eligible Project. If the Eligible Grant Project is not completed during the Term of the Agreement, as provided in Section 5 of this Agreement, then Grantee shall pay to the Grantor, for repayment to the Local Government Innovation Fund, all or a portion of Grant Funds paid to Grantee as Grantor reasonably determines. Grantee shall pay this amount to the Grantor no later than 30 days after receipt of written notice from Grantor.

(b) Payment Overages. In no event shall disbursements exceed the amount of Grant Funds. Further, the amount of Grant Funds paid to Grantee shall not exceed the estimated cost of the Eligible Grant Project or the maximum percentage of the Eligible Grant Project Costs approved. As a result, Grantee may receive an amount of Grant Funds less than the maximum amount authorized by this Agreement, and Grantee may be required to repay Grant Funds if disbursements exceed the maximum percentage of Eligible Grant Project Costs. In the event Grantee receives payment of Grant Funds in an amount that causes Grant Funds paid as a percentage of total Eligible Grant Project Costs to exceed the maximum percentage set forth on page one of this Agreement, Grantor may demand, and Grantee shall repay, an amount sufficient to reduce Grant Funds paid as a percentage of total Eligible Grant Project Costs to the maximum percentage allowed. Grantee shall pay such amount within 30 days after written notice from Grantor.

7. Agreement Deadlines and Term.

(a) Term of Agreement. This Agreement shall be in effect from the Effective Date through the Project Completion Date as set forth on page one of this Agreement, unless it is terminated earlier as provided in Section 14 (collectively, the "Term"). Notwithstanding the above, Grantee acknowledges that the Term extends beyond the Project Completion Date for purposes of reporting by Grantee and monitoring by Grantor of the results of the award of Grant Funds.

(b) Modification to Term of Agreement. If it is anticipated that Grantee will not have completed the Eligible Grant Project by the Project Completion Date, Grantee must request an extension of time for the Eligible Grant Project not less than 60 days prior to the Project Completion Date, unless otherwise agreed to by the Grantor. It will be within the sole discretion of Grantor whether or not to grant such extension of time.

8. Non-Discrimination.

(a) Minority Hiring Goal. Grantee shall make a good faith effort to employ minority persons in the completion and operation of the Eligible Grant Project in the same percentage as the average percentage of minority persons who reside in the county in which the Eligible Grant Project is located and any contiguous Ohio counties.

(b) Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee shall ensure that applicants for employment are considered for employment, and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its contracts for any of the work undertaken on the Eligible Grant Project (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its contractors for any part of such work to incorporate such requirements in all subcontracts for such work.

9. Project Manager. Grantee hereby designates the officer or employee of Grantee identified on the first page of this Agreement to serve as Project Manager. Grantee shall notify the Grantor promptly in writing of any change of the person designated to serve as Project Manager.

10. Securing Contractor(s).

(a) Qualified Personnel. Grantee agrees to secure qualified personnel and/or contractors to complete eligible activities of the Eligible Grant Project. All personnel performing work under this Agreement shall be employees of Grantee or the Collaborative Partner(s) as identified in Exhibit I, or under the direct supervision of the Project Manager or Grantee's contractors. Grantee agrees to comply with all applicable laws governing the selection of contractors under this Agreement.

(b) Binding Provisions. Where performance of eligible activities of the Eligible Project are carried out by a Collaborative Partner(s) or a contractor of Grantee or a Collaborative Partner(s), Grantee shall make the provisions of this Agreement binding on such Collaborative Partner(s) and/or contractor. Notwithstanding any delegation of activities to a Collaborative Partner(s) or contractor, Grantee shall not be relieved of any legal responsibility for compliance with requirements of the Agreement.

(c) Procurement. Grantee shall procure goods and services (other than professional services) for which reimbursement is requested from the Grant Funds through a competitive procurement process if the aggregate cost of such goods or services is equal to or greater than \$50,000.00. Where the procurement of such goods or services is conducted pursuant to a procurement process required or allowed by the Ohio Revised Code for a municipality, county or port authority, such procurement process is deemed to satisfy the requirements of this paragraph. Where the procurement of such goods or services is not subject to a procurement process required or allowed by the Ohio Revised Code, Grantee agrees that the procurement of such goods or services shall be through a process whereby the Grantee or Collaborative Partner(s), as specified by a written agreement, solicits at least three bids and receives at least two bids for procurement of such goods and enters into an agreement with the "lowest and best responsible bidder." As a safe harbor, Grantee or Collaborative Partner(s) may follow the

procedures outlined in Ohio Revised Code Chapter 153.

(d) Professional Services. Grantee shall procure professional services for which reimbursement is requested from the Grant Funds through a qualification-based process where the aggregate cost of such professional services is equal to or greater than \$50,000.00. Where the procurement of such professional services is not subject to a procurement process required or allowed by the Ohio Revised Code, Grantee may employ the procedures outlined in Ohio Revised Code Chapter 153 as a safe harbor.

(e) Prior Contracts. With respect to any professional services related to the Eligible Grant Project for which contracts were executed prior to Grantee executing this Agreement, Grantee shall provide to the Grantor a complete copy of such agreement(s) and a detailed description of the procurement process for such services, including the methodology and selection criteria. All professional services related to the Eligible Grant Project for which contracts were executed prior to Grantee executing this Agreement are subject to Grantor approval.

(f) Terms and Conditions. Other terms and conditions under which the contractor(s), including certified professionals, will complete the Scope of Work are as set forth in Grantee's Application for funding. Such terms and conditions are incorporated in this Agreement by reference and are a material part of this Agreement.

11. Other Grantee Requirements. [Reserved.]

(a) Liability Insurance.

12. Reporting.

(a) Progress Reports. Grantee shall provide Progress Reports to the Grantor with each payment request. If no payment request is submitted within any three-month period (quarterly) during the Term, Grantee shall provide, at Grantor's request, a Progress Report, to be submitted within ten days of Grantor's request. The Progress Report shall include a description of all work completed for each task, beginning and end dates of field work, proposed tasks and objectives for the previous quarter, and any recent significant events regarding the Eligible Grant Project.

(b) Completion Notice. Within 30 days after the Eligible Grant Project is completed, whether on or before the Project Completion Date, Grantee shall notify Grantor in writing of completion of the Eligible Grant Project (the "Completion Notice").

13. Grantee Deliverables. Grantee shall provide or cause to be provided to Grantor each of the documents identified in this section. No Grant Funds shall be paid to Grantee until Grantor receives the items described in this section.

(a) All payment requests for Grant Funds as described in Section 2 of this Agreement, including Certifications of Expenditures of Match Moneys (if applicable).

(b) Progress Reports for the Eligible Grant Project as required by Section 10 of this Agreement.

14. Records Maintenance and Access.

(a) Maintenance of Records. Grantee shall establish and maintain for at least three years after the Project Completion Date or any earlier termination date its records regarding this Agreement, the Grant Funds and the Eligible Grant Project, including, but not limited to, financial reports and all other information pertaining to Grantee's performance of its obligations under this Agreement. If any audit, dispute, or litigation is then pending, however, Grantee shall maintain such records as may be relevant to such matter until it is finally resolved.

(b) Inspection and Copying. At any time during normal business hours and upon not less than 24 hours prior written notice, Grantee shall make available, and shall cause Collaborative Partner(s) to make available, to Grantor, its agents or other appropriate State agencies or officials all books and records regarding this Agreement, the Grant Funds and the Eligible Grant Project which are in the possession or control of Grantee or Collaborative

Partner(s), as the case may be. Grantor, its agents and other appropriate State agencies and officials may review, audit and make copies of such books and records. Grantor or the other inspecting agency or official shall use reasonable efforts to conduct its inspection of books and records in such a manner as not to interfere unreasonably with the normal business operations of Grantee or Collaborative Partner(s). Grantee or Collaborative Partner(s) shall, at its own cost and expense, segregate records to be made available for inspection pursuant to this section from Grantee's or Collaborative Partner(s)'s other records of operation. Grantee also authorizes, and shall cause Collaborative Partner(s) to authorize, Grantor to inspect the personnel records and corporate financial statements of Grantee or Collaborative Partner(s), respectively, including tax records and other similar information not open to public inspection. This inspection right does not require Grantee or Collaborative Partner(s) to waive any protections afforded by the attorney-client privilege or work product doctrine.

15. Adherence to State and Federal Laws and Regulations.

(a) General. Grantee shall comply with all applicable federal, State, and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Eligible Grant Project and the operation of the Eligible Grant Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Eligible Grant Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.

(b) Ethics. In accordance with Executive Order 2011-03K, Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2011-03K, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 et seq., §§ 2921.01, 2921.42, 2921.421, and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.

(c) Conflict of Interest. No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Any such person who, prior to or after the execution of this Agreement, acquires any personal interest, involuntarily or voluntarily, shall immediately disclose his interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

(d) Outstanding Liabilities. Grantee represents and warrants to Grantor that Grantee does not owe: (1) any delinquent taxes to the State or a Political Subdivision (as defined in the Program Policies) of the State; (2) any amount to the State or a State agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a State agency or a Political Subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.

If Grantee owes any outstanding liability or liabilities, as described above in this Section 13 (d), or if Grantee is aware or becomes aware of any outstanding liability or liabilities owed by a Collaborative Partner(s) or any affiliate entities of a Collaborative Partner(s) at any point during the Term of this Agreement, Grantee shall immediately disclose to Grantor such liability or liabilities. Grantor shall not terminate this Agreement based solely on an outstanding liability or liabilities disclosed in accordance with the Section unless such liability or liabilities has or have a material impact on Grantee's or the Collaborative Partner(s)'s ability to perform any or all duties or obligations of Grantee under this Agreement or of Collaborative Partner(s) under any related agreement.

This Section is not intended to require a Grantee or a Collaborative Partner(s) to waive any rights it may have to contest a claimed obligation or to pay, under protest or otherwise, a claimed obligation which is contested until the validity of the claimed obligation has been finally determined.

(e) Kickbacks. Grantee represents and warrants to Grantor that Grantee has not provided, attempted to provide, offered to provide, solicited, accepted, or attempted to accept any kickback, and Grantee covenants and agrees that Grantee, its employees and agents shall not provide, attempt to provide, offer to provide, solicit, accept, or attempt to accept any kickbacks during the Term of this Agreement; and Grantee has not knowingly included, directly or indirectly, the amount of any kickback in the estimated cost of this Eligible Project nor will knowingly include, directly or indirectly, the amount of any kickback into any request for reimbursement. Grantee will incorporate the requirements of this paragraph in all of its respective contracts or agreements with Collaborative Partner(s), including any legal affiliate of Collaborative Partner(s), contractor(s), and subcontractor(s), and Grantee will require Collaborative Partner(s) to incorporate such requirements in all subcontracts for work performed in furtherance of this Agreement.

(f) Falsification of Information. Grantee represents and warrants to Grantor that Grantee has made no false statements to Grantor or any of its employees or agents in the process of obtaining the award of Grant Funds. Grantee acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Ohio Revised Code § 9.66(C) to repay such financial assistance and shall be ineligible for any future economic development assistance from the State, any State agency or a Political Subdivision. In addition, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Ohio Revised Code § 2921.13(F) (1).

(g) Prevailing Wage. Construction of public improvements with public funds is subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. Construction projects undertaken with financial assistance provided by the State under certain provisions of the Ohio Revised Code are also subject to the prevailing wage requirements of Ohio Revised Code Chapter 4115. The Ohio Department of Commerce, Division of Industrial Compliance and Labor, makes all determinations about the application of prevailing wage requirements. Grantee shall comply, and shall cause its contractors and subcontractors to comply, with all prevailing wage requirements applicable to the Eligible Grant Project. Grantee shall designate or cause to be designated an individual who shall perform the duties and responsibilities required by law of a prevailing wage coordinator for the Eligible Grant Project.

(h) Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantee regarding the Eligible Grant Project are public records under Ohio Revised Code § 149.43 and are open to public inspection unless a legal exemption applies. Grantee's non-public financial information may be exempt from disclosure under a trade secret exception to the public records law.

16. Default and Remedies.

(a) Default. Grantee shall be in default of this Agreement if Grantee fails to perform any of its obligations under this Agreement and such failure to perform continues uncured for more than 30 days after written notice (a "Default Notice") from Grantor. During the 30 day cure period, Grantee shall incur only those obligations or expenditures pre-approved by Grantor that are necessary to enable Grantee to continue its operations and achieve compliance with the terms and conditions of this Agreement. Grantee shall also be in default of this Agreement if Grantee is in default of any other agreement between Grantor and/or the Director of Grantor and Grantee and such default continues beyond any applicable period of cure or grace.

(b) Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

(i) Discontinue Disbursements. If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.

- (ii) Demand Repayment of Grant Funds. Under the circumstances described in Section 3 and 4(a) of this Agreement, demand repayment of Grant Funds. Grantee shall not be required to refund Grant Funds in an amount that exceeds the Grant Funds awarded.
- (iii) Other Legal Remedies. Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.

(c) Early Termination. Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and Grantee, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has terminated the Eligible Grant Project. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the remedies available under paragraph (b) of this Section 14.

(d) Remedies Cumulative. No remedy provided to Grantor under this agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.

(e) Effects of Termination. Within 60 days after termination of this Agreement following any default, Grantee shall provide Grantor with a final report setting forth the total expenditure of the Grant Funds by Grantee, the total actual cost of the Eligible Grant Project, a written summary of all work completed and the status of the Eligible Grant Project. The final report shall be signed and certified in the same manner as the reports required by Section 10 of this Agreement. This reporting obligation shall survive the termination of the Agreement.

(f) Grantor's Expenses. Grantee shall reimburse Grantor for all expenses, including, without limitation, reasonable attorneys' fees, in connection with the enforcement of this Agreement.

17. Liability. Grantee shall maintain, or cause to be maintained, liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, Grantee agrees to be liable for the negligent acts or negligent omissions of Grantee, its employees, agents and contractors. Grantee shall defend itself and pay any judgments and costs arising out of such negligent acts or omissions. Nothing in this Agreement shall impute or transfer any such liability to Grantor.

18. Certification of Funds. None of the rights, duties and obligations of the parties under this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code including, without limitation, Section 126.07, have been complied with, and until such time as all funds have been made available and are forthcoming from the appropriate State agencies.

19. Notice. Any notice or report required or permitted to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if mailed by first class certified or registered mail or sent by commercial delivery to the following addresses of the parties or to such other address as either party may hereafter furnish by written notice to the other party.

If to Grantor:

Ohio Development Services Agency
77 South High Street, 26th Floor
P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: LGIF, Office of Redevelopment
Fax No.: (614) 466-4053

If to Grantee:

To the Project Manager
and Address as set forth on Page 1

With copy to Chief Legal Counsel at same address.

20. Miscellaneous.

- (a) Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters including, but not limited to, its validity, construction, effect and performance.
- (b) Forum and Venue. Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or State court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- (c) Entire Agreement. This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- (d) Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- (e) Amendments. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment of this Agreement shall be in writing and shall specify the requested changes and the justification for each change. The parties shall review the request for amendment taking into consideration the statutes, policies and goals of the Eligible Grant Project. If the parties concur on changes to the terms of this Agreement, an amendment shall be written, approved, and executed in the same manner as the Agreement. All amendments requested by Grantee must be received by Grantor at least 30 days prior to any request for payment that includes the proposed change(s).
- (f) Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights under this Agreement or applicable law.
- (g) Pronouns. The use of any gender pronoun shall be deemed to include the other gender, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- (h) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be used in construing this Agreement.
- (i) Assignment. Neither this Agreement nor any rights, duties, or obligations of Grantee pursuant to this

Agreement shall be assigned by Grantee without the prior express written consent of Grantor, which shall not be unreasonably withheld. Any purported assignment not made in accordance with this paragraph shall be void.

(j) Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.

(k) Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement, including, without limitation, any indemnification obligation, shall so survive and shall benefit the parties and their respective successors and permitted assigns.

(l) Authorized Representative. The Grantee represents and warrants that the Grantee, through its authorized representative signing below, has full power and authority to execute and enter into this Grant Agreement.

Signature: Each of the parties has caused this Grant Agreement to be executed by its authorized representatives as of the dates set forth below their respective signatures effective as of the Effective Date:

Grantee:

Grantor:

Westshore Council of Governments

Ohio Development Services Agency

David Goodman
Director

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1

Scope of Work and Project Budget

On May 28, 2013, the Local Government Innovation Council approved Westshore Council of Governments's project, titled 'Westshore Regional Fire District Phase Two Feasibility Study', for up to \$100,000 in grant funding. On July 8, 2013, the State Controlling Board approved the release of up to \$100,000 from fund 5KN0, account line item 195640, Local Government Innovation Fund, for fiscal year 2014, to be used for eligible costs associated with the project.

The project will consist of The Cities of Bay Village, Fairview Park, Rocky River and Westlake, members of the Westshore Council of Governments since 1971, are seeking \$100,000 in grant funding for the Phase Two Fire District Feasibility Study. The ultimate mission of the four fire departments is to merge into the Westshore Fire District in order to provide the most effective, most efficient, most professional possible response in serving the needs of our region, state, and nation. The Westshore COG seeks to hire a consultant to further explore the specific action steps needed to fully consolidate the four fire departments. Anticipated savings and cost avoidance totals nearly \$18.8 million during the first 3 years of the program with a ROI of 33% over that time period.

The Westshore Council of Governments will work with the following collaborative partner(s) on the project: Westshore Council of Governments and the cities of Bay Village, Fairview Park, Rocky River, and Westlake.. The Fiscal Agent will be Westshore Council of Governments.

Project costs are estimated to be \$170,000. The State Controlling Board-approved grant represents approximately 58.8 percent of the total project costs. Westshore Council of Governments and its abovementioned collaborative partner(s) is committed to funding the balance of the project.

Sources and uses of funds are as follows:

Sources of Funds

Local Government Innovation Fund Grant	\$100,000
Westshore COG Cash Match	\$40,000
Westshore COG In-Kind Match	\$30,000

Total	\$170,000
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Uses of Funds

Consultant Fees	\$140,000
Overhead for Study Space	\$30,000

Total	\$170,000
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Work to be completed for the project shall be in accordance with the plan described in Westshore Council of Government's Local Government Innovation Fund grant application.

The final deliverables from Westshore Council of Governments to the Ohio Development Services Agency will be: (1) an electronic copy of the completed study that attempts to identify a Return on Investment over a period of at least three years and (2) proof of adoption of the completed study.

RESOLUTION NO.
INTRODUCED BY:

A RESOLUTION
**AUTHORIZING THE MAYOR TO ACCEPT THE GRANT AWARDED BY
OHIO LOCAL GOVERNMENT INNOVATION FUND FOR PHASE II OF THE
WESTSHORE REGIONAL FIRE DISTRICT STUDY IN THE SUM OF \$100,000.00,
AND DECLARING AN EMERGENCY**

WHEREAS, the purpose of the Grant is to provide for the hiring of a project manager whose duties include reviewing the structure and organization of a four city regional fire district; and

WHEREAS, the awarding of the grant will also provide for examination of the challenges and best practice solutions for the consideration of a regional fire district; and

WHEREAS, the funds received through this grant will be used for a comprehensive assessment of operational and organizational issues, the development of a comprehensive implementation plan and recommendations, including consolidation recommendations, stages of consolidation and implementation considerations to meet current and future service goals;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Bay Village, Ohio:

SECTION 1. That the Mayor is hereby authorized in the name of the City of Bay Village to accept the Grant awarded by Ohio Local Government Innovation Fund in the sum of One Hundred Thousand Dollars (\$100,000.00).

SECTION 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of 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 121.11 of the Ohio Revised Code.

SECTION 3. That this resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, and for the further reasons stated in the preamble hereof, wherefore this resolution shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED:

PRESIDENT OF COUNCIL

CLERK OF COUNCIL

APPROVED:

MAYOR

3/12/14 II

DRAFT

Joan Kemper

From: Lorree Lewis
Sent: Friday, March 21, 2014 11:34 AM
To: Joan Kemper
Subject: FW: Westerly

Gary said the below might be on the Committee for discussion. He left a message for Paul

-----Original Message-----

From: Gary Ebert
Sent: Friday, March 21, 2014 11:25 AM
To: Paul Koomar
Cc: Steven Lee Gmail; Dwight Clark; Karen Lieske; Deborah Sutherland; Joan Kemper; Lorree Lewis
Subject: FW: Westerly

Do you want to put this on the committee agenda?

-----Original Message-----

From: Mark Spaetzel
Sent: Thursday, March 20, 2014 12:33 PM
To: Stumph, Daryl
Cc: Gary Ebert
Subject: RE: Westerly

Daryl,

I checked with our Law Department and we will need to change our traffic code. This will require council action. For the schools benefit, I would like to get this moving as soon as possible if the school agree this will be beneficial. If you could provide me with a summation of the problem and your proposed solution, the PD will add our input and forward to the Law Department. I would suggest the right turn only be restricted to school hours and exempt buses.

Look forward to hearing from you and please contact me with any questions.

Mark A. Spaetzel
Chief of Police

-----Original Message-----

From: Stumph, Daryl [mailto:Daryl.Stumph@bayschoolsohio.org]
Sent: Thursday, March 20, 2014 10:30 AM
To: Mark Spaetzel
Subject: RE: Westerly

YES, exempt buses as our transportation supervisor says it would add too much time to routes.

Daryl Stumph

Assistant Superintendent of Operations

Bay Village City Schools

From: Mark Spaetzel [mspaetzel@cityofbayvillage.com]
Sent: Thursday, March 20, 2014 10:01 AM
To: Stumph, Daryl
Subject: RE: Westerly

Sound like that would help with some of the congestion at that intersection. Do you want to exempt buses? Let me get you a solid answer and I will get back to you. Thanks.

Mark A. Spaetzel
Chief of Police

-----Original Message-----

From: Stumph, Daryl [mailto:Daryl.Stumph@bayschoolsohio.org]
Sent: Thursday, March 20, 2014 9:58 AM
To: Mark Spaetzel
Subject: Westerly

Mark, I checked with the principal and she believes we need to proceed with the right turn only for cars out of the lot. Do I talk to Donnie and ask for a sign we certainly can pay the cost or do I buy one from a catalog ? Do I need to do anything else other than notify parents of the new traffic pattern/rule ?

Daryl Stumph

Assistant Superintendent of Operations

Bay Village City Schools

MEMORANDUM

TO: MAYOR SUTHERLAND AND COUNCIL
DATE: MARCH 11, 2014
FROM: SCOTT THOMAS, SERVICE DIRECTOR
RE: BID CALCULATIONS

Bids were received March 7, 2014 for the following:

Furnishing of aggregate and other granular material for road maintenance:

BIDDER	BID BOND/CHECK	#1 Limestone per Ton/Delivered	#57 Limestone per Ton/Delivered	#8 Limestone per Ton/Delivered
Lafarge	Bid Bond	\$18.00	\$18.25	\$18.80
Shelly Materials*	Bid Bond	\$21.70	\$21.70	\$22.45
Gregory Trucking**	Bid Bond	\$19.40	\$21.60	\$22.60
Kurtz Bros.***	\$100.00	No bid	No bid	No bid

BIDDER	#10 Limestone per Ton/Delivered	#304 Limestone per Ton/Delivered	Fill Sand per Ton/Delivered
Lafarge	\$14.90	\$14.50	\$18.05
Shelly Materials	\$20.20	\$17.45	\$13.10
Gregory Trucking	\$17.10	\$17.10	\$14.90
Kurtz Bros.	No bid	No bid	\$10.50

*Shelly Materials-Plant # 376, 4431 West 130 Street, Cleveland, Ohio 44135 (Limestone)
 #1411, 3943 Beck Road, Mantua, Ohio 44255 (Fill Sand only)

**Gregory Trucking – Semi delivery

***Kurtz Bros-Fill sand-22 ton loads

MEMORANDUM

TO: MAYOR SUTHERLAND AND COUNCIL
DATE: MARCH 11, 2014
FROM: SCOTT THOMAS, SERVICE DIRECTOR
RE: BID CALCULATIONS

Bids were received March 7, 2014, for the following:

Furnishing of concrete as necessary for the calendar year 2014.

BIDDER	BID BOND/CHECK	1-3-5 (4.5 sack) Mixture per C.Y.	Class "C" O.D.O.T. specs per C.Y.	Residential Fiber	Commercial Fiber	Hi Early per C.Y.
Medina Supply	Bid Bond	\$75.00	\$81.00	\$6.00	\$ 8.50	\$6.00
Westview Concrete	\$100.00	\$70.50	\$77.50	\$6.00	\$10.00	\$6.00

Added cost for loads below minimum:
 (Under-load charges per load)

Medina Supply Co. -	1 - 2 Yards	\$ 100.00
	2.25 - 4 Yards	\$ 75.00
	4.25 - 6 Yards	\$ 50.00
	6.25 - 7.75 Yards	\$ 35.00
Westview Concrete	1 - 2.75 Yards	\$110.00
	3 - 3.75 Yards	\$ 75.00
	4 - 4.75 Yards	\$ 55.00
	5 - 5.75 Yards	\$ 45.00
	6 - 7.75 Yards	\$ 35.00

Furnishing of concrete cont.

Additional costs for multiple stops and/or demurrage time:

Medina Supply	- Multiple stops	Add \$25.00 per load
	- Demurrage Time	1 – 5 yards = 30 minutes per load 5.25 – 10 yards = 60 minutes per load Add \$1.00 per minute thereafter
Westview Concrete	- Additional stop charge	\$15.00 per stop
	- Demurrage charges	\$1.25 per minute after 10 minutes per yard. Maximum 60 minutes per load

Additional costs for delivery other than regular business hours:

Medina Supply	(reg. hours: 7:00 A.M. to 3:00 P.M.)	- \$ 50.00 per load
Westview Concrete	(reg. hours: 7:00 A.M. to 3:30 P.M.)	- \$ 45.00 per load

Additional costs for delivery on Saturday:

Medina Supply	- \$ 50.00 per load
Westview Concrete	- \$ 45.00 per load (7:00 a.m – 12:00 noon)

Miscellaneous/Other

*Westview Concrete:	Dye Clean Up: \$60.00 per load
	Winter Heat November 1 – April 30 \$6.00 per yard
	Late Load: Load after 3:30 p.m. \$45.00 per load

MEMORANDUM

TO: MAYOR SUTHERLAND AND COUNCIL
DATE: MARCH 11, 2014
FROM: SCOTT THOMAS, SERVICE DIRECTOR
RE: BID CALCULATIONS

Bids were received March 7, 2014 for the following:

For the furnishing of asphalt (patching) material for the year 2014:

BIDDER	BID BOND/CHECK	301 C.Y. at Batching Plant per Ton	448 C.Y. at Batching Plant per Ton	
Kokosing Materials	Bid Bond	\$54.50	\$62.50	
Allied Corporation	Bid Bond	\$49.50	\$60.50	Plant #76-W.3 rd .
		\$49.50	\$60.50	Plant #77-W150

**SUMMARY OF BIDS RECEIVED FOR:
CITY OF BAY VILLAGE
2014 PAVEMENT MARKING & STRIPING PROGRAM**

BID DATE & TIME: MARCH 7, 2014, 12:00 NOON

	<u>CONTRACTOR</u>	<u>CALCULATED BID TOTAL</u>	<u>DIFFERENCE IN BID AMOUNT READ</u>
CONSTRUCTION ESTIMATE:			
		\$20,000.00	
BIDDER NO. 1:	A&A SAFETY, INC. 1126 FERRIS ROAD AMELIA, OH 45102 (513) 943-6100 * BID DOCUMENT NO. 3	\$20,968.55	N/A
BIDDER NO. 2:	J.D. STRIPING & SERVICES, INC 438 BEECHER STREET RAVENNA, OH 44266 (330) 296-7151 * BID DOCUMENT NO. 4	\$22,317.60	N/A
BIDDER NO. 3:	DURAMARK P. O. Box 868 Aurora, Ohio 44202 * BID DOCUMENT NO. 5	\$20,119.90	N/A
BIDDER NO. 4:	AMERICAN ROADWAY LOGISTICS, INC. 3920 CONGRESS PARKWAY RICHFIELD, OH 44286 (330) 659-2013 * BID DOCUMENT NO. 6	\$28,549.35	N/A

REF. NO.	ITEM NO. BIDDER NO.	DESCRIPTION UNIT BID PRICE	TOTAL ITEM AMOUNT	BID QUANTITY	UNIT
1	103	BONDS	1 \$250.00	1	L.S.
			2 \$330.00		
			3 \$500.00		
			4 \$100.00		
			AVERAGE \$360.00		
2	614	MOBILIZATION	1 \$300.00	1	L.S.
			2 \$600.00		
			3 \$1,500.00		
			4 \$250.00		
			AVERAGE \$883.33		
3	642	EDGE LINE (WHITE CONTINUOUS)	1 \$345.00	12.28	MI.
			2 \$300.00		
			3 \$265.00		
			4 \$395.00		
			AVERAGE \$435.00		
4	642	LANE LINE (WHITE CONTINUOUS)	1 \$575.00	0.89	MI.
			2 \$500.00		
			3 \$1,200.00		
			4 \$325.00		
			AVERAGE \$866.67		
5	642	CENTER LINE (WHITE DASHED)	1 \$145.00	1.10	MI.
			2 \$250.00		
			3 \$185.00		
			4 \$325.00		
			AVERAGE \$301.67		

REF. NO.	ITEM NO. BIDDER NO.	DESCRIPTION UNIT BID PRICE	TOTAL ITEM AMOUNT	BID QUANTITY	UNIT
6	642	CENTER LINE (YELLOW DASHED/CONTINUOUS)		0.34	MI.
	1	\$410.00	\$139.40		
	2	\$270.00	\$91.80		
	3	\$290.00	\$98.60		
	4	\$600.00	\$204.00		
	AVERAGE	\$523.33	\$177.93		
7	642	CENTER LINE (YELLOW DASHED)		3.66	MI.
	1	\$145.00	\$530.70		
	2	\$380.00	\$1,390.80		
	3	\$185.00	\$677.10		
	4	\$500.00	\$1,830.00		
	AVERAGE	\$403.33	\$1,476.20		
8	642	CENTER LINE (YELLOW DOUBLE CONTINUOUS)		21.46	MI.
	1	\$610.00	\$13,090.60		
	2	\$600.00	\$12,876.00		
	3	\$475.00	\$10,193.50		
	4	\$800.00	\$17,168.00		
	AVERAGE	\$828.33	\$17,776.03		
9	642	TRANSVERSE LINES (WHITE)		3,500.00	L.F.
	1	\$0.50	\$1,750.00		
	2	\$0.75	\$2,625.00		
	3	\$0.75	\$2,625.00		
	4	\$1.00	\$3,500.00		
	AVERAGE	\$0.67	\$2,333.33		

OFFICIAL PROPOSAL
CITY OF BAY VILLAGE, OHIO

FOR THE FURNISHING OF AGGREGATE AND OTHER GRANULAR MATERIAL FOR ROAD
MAINTENANCE

Date FEBRUARY 21, 2014

TO THE COUNCIL OF THE CITY OF BAY VILLAGE, OHIO:

The undersigned, JEFF KINSLAND proposes to do all work and to furnish all materials necessary to deliver to the stock pile certain amounts of aggregate or to deliver same to various streets in the City of Bay Village, Ohio for the year 2014 in accordance with specifications to be determined by the Director of Public Service and Property.

<u>ITEM DESCRIPTION</u>	<u>DELIVERED TO LOCATIONS WITHIN CITY LIMITS</u>
1. #1 Limestone Per Ton	\$ <u>18.00</u>
2. #57 Limestone Per Ton	\$ <u>18.25</u>
3. #8 Limestone Per Ton	\$ <u>18.80</u>
4. #10 Limestone Per Ton	\$ <u>14.90</u>
5. #304 Limestone Per Ton	\$ <u>14.50</u>
6. Fill Sand Per Ton	\$ <u>18.05</u>

Deliveries to be made in 15 ton minimum loads and 25 ton maximum loads.

All materials to meet the current State of Ohio, Department of Highways Construction and Materials Specifications 703-1 for Course Aggregate.

Each bid must be accompanied by a certified or cashier's check in the amount of \$100.00 on some solvent bank as a guarantee that if the bid is accepted, a contract will be entered into and its performance properly secured. The right is expressly reserved to accept or reject any separately itemized proposals or portions of bids.

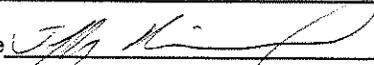
The City of Bay Village is an Equal Opportunity Employer and does not discriminate against the handicapped.

Contractor LAFARGE NORTH AMERICA

Address 10325 STATE ROUTE 413 UNIT F
STREETSBORO, OH 44241

Phone No. 330-954-1750

FAX No. 330-954-1752

Signature 

Title SALES REP.

**OFFICIAL PROPOSAL
CITY OF BAY VILLAGE, OHIO**

**FOR THE FURNISHING OF CONCRETE AS NECESSARY FOR THE
CALENDAR YEAR 2014.**

Date MARCH 5, 2014

TO THE COUNCIL OF THE CITY OF BAY VILLAGE, OHIO:

The undersigned, WESTVIEW CONCRETE CORP. proposes to furnish ready mix concrete for various streets within the City of Bay Village for the following prices:

PURPOSE:

The purpose for this bid is to obtain itemized costs for the furnishing of concrete for the calendar year 2014. All concrete is to be delivered to a specified site within the City of Bay Village, utilizing the costs proposed in this bid document.

SCOPE:

The Service Department utilizes the 1-3-5 mixture (4.5 sack cement) for base repairs, footer mixes, and posts.

The Service Department utilizes the Class "C" (O.D.O.T. Spec) concrete with fiber for all residential and commercial flat work, as well as concrete road repairs and curbing. On many of the jobs, Hi-early strength is added in order to open driveways and roadways earlier.

ITEM	DESCRIPTION	COST
1.	Cu. Yd. 1-3-5 mixture (4.5 sacks cement)	\$ 70.50
2.	Cu. Yd. Class "C" (O.D.O.T. specs)	\$ 77.50
	Added cost for residential fiber (1 lb. per yard)	\$ 6.00
	Added cost for commercial fiber (1.5 lb. per yard)	\$ 10.00
	Added cost for Hi-early strength concrete	\$ 6.00
3.	Additional cost for loads below minimum (under-load charges per load)	
	<u>1-2.75</u> Yards	\$ 110.00
	<u>3-3.75</u> Yards	\$ 75.00
	<u>4-4.75</u> Yards	\$ 55.00
	<u>5-5.75</u> Yards	\$ 45.00
	<u>6-7.75</u> Yards	\$ 35.00
	_____ Yards	\$ _____

OFFICIAL PROPOSAL cont.

4. State all additional costs for multiple stops and/or demurrage time.

SEE ATTACHED

5. State normal delivery hours 7:00 A.M. to 3:30 P.M.
6. State all additional costs for delivery other than regular business hours.
\$ 45.00 per load.
7. State all additional costs for delivery on Saturday. \$ 45.00 per load.

All materials to meet current O.D.O.T. specs.

A certified or cashier's check in the amount of \$100.00 shall be submitted with each proposal as a guarantee that, if the bid is accepted, a contract will be entered into and its performance properly secured.

The right is expressly reserved to accept or reject any separately itemized proposals or portions of bids.

The City of Bay Village is an Equal Opportunity Employer and does not discriminate against the handicapped.

Contractor WESTVIEW CONCRETE CORP.

Address 26000 SPRAGUE RD
OLMSTED FALLS OHIO 44138

Phone No. 440-235-1800

FAX No. 440-235-1893

Signature *Linda M. Davis*

Title PRESIDENT

WESTVIEW CONCRETE CORP.
26000 SPRAGUE RD.
OLMSTED FALLS, OHIO 44138

Please make note of the following 2014 additional charges:

Underload Delivery Charges:

1.00 to 2.75 CU.YD. \$110.00 per load
3.00 to 3.75 CU.YD. \$75.00 per load
4.00 to 4.75 CU.YD. \$55.00 per load
5.00 to 5.75 CU.YD. \$45.00 per load
6.00 to 7.75 CU.YD. \$35.00 per load

Demurrage Charges:

\$1.25 per minute after an allowed 10 minutes per yard. Maximum 60 minutes per load.

Late Load:

Load after 3:30 pm. - \$45.00 per load

Fuel Surcharge

\$20.00 per load

Saturday Delivery:

7:00 am. - 12:00 pm. - \$45.00 per load

Add Stop Charge:

\$15.00 per stop

Dye Clean Up:

\$60.00 per load

Winter Heat:

November 1st - April 30th - \$6.00 per yard

OFFICIAL PROPOSAL
CITY OF BAY VILLAGE, OHIO

FOR ASPHALT MATERIALS FOR THE CALENDAR YEAR 2014.

Date 3-2-14

TO THE COUNCIL OF THE CITY OF BAY VILLAGE, OHIO:

The undersigned, Allied Corporation, Inc. proposes to furnish asphalt materials, as required, for the following prices:

Asphalt (patching) material at Batching Plant	PLT # 76 - W. 3RD ST.	PLT # 77 - W. 150TH ST.
301 \$ <u>\$49.50</u> Ton	<u>\$49.50</u> Ton	<u>\$49.50</u> Ton
448 \$ <u>\$60.50</u> Ton	<u>\$60.50</u> Ton	<u>\$60.50</u> Ton

All materials to meet the current State of Ohio, Department of Highways, Construction and Materials Specifications for Items 301, and 448. Item 448 will consist of a mix design (JMF) for light or medium duty traffic suitable for use as a road patching material.

A certified or cashier's check in the amount of \$100.00 shall be submitted with each proposal as a guarantee that if the bid be accepted, a contract will be entered into and its performance properly secured.

The right is expressly reserved to accept or reject any separately itemized proposal or portions of bids.

The City will consider the distance to and from the batching plant, as well as the timeframe necessary to complete a round trip. #PLT 76 = 15.1 miles & #PLT 77 = 11.1 miles

Amount of material to be installed will be based upon the City's needs during the course of the contract year.

The City of Bay Village is an Equal Opportunity Employer and does not discriminate against the handicapped.

Contractor Allied Corporation, Inc.
Address 8920 Amber Falls Blvd. Suite 120
Twinsburg, Oh 44087

PLT # 76 - 2214 W. 3RD ST.
CLEVELAND, OH
216-861-5100

Phone No. 330-425-7861

FAX No. 330-425-3270

Signature [Signature]

Title Brian Zele - Vice-President

PLT # 77 - 4960 W. 150TH ST.
CLEVELAND, OH 44135
216-265-8990

**CITY OF BAY VILLAGE
2014 PAVEMENT MARKING & STRIPING PROGRAM
UNIT PRICE BID FORM**

<u>REF. NO.</u>	<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>UNIT OF MEASURE</u>	<u>QTY.</u>	<u>UNIT COST</u>	<u>TOTAL COST</u>
1	103	BONDS	L.S.	1.00	\$ 500.00	\$ 500.00
2	614	MOBILIZATION	L.S.	1.00	\$ 1500.00	\$ 1500.00
3	642	EDGE LINE (WHITE CONTINUOUS)	MI	12.28	\$ 265.00	\$ 3254.28
4	642	LANE LINE (WHITE CONTINUOUS)	MI	0.89	\$ 1200.00	\$ 1068.00
5	642	CENTER LINE (WHITE DASHED)	MI	1.10	\$ 185.00	\$ 203.50
6	642	CENTER LINE (YELLOW DASHED / CONT.)	MI	0.34	\$ 290.00	\$ 98.60
7	642	CENTER LINE (YELLOW DASHED)	MI	3.66	\$ 185.00	\$ 677.10
8	642	CENTER LINE (YELLOW DOUBLE CONT)	MI	21.46	\$ 475.00	\$ 10,193.50
9	642	TRANSVERSE LINES (WHITE)	L.F.	3,500.00	\$.75.00	\$ 2,625.00

TOTAL BID FOR ALL UNIT PRICES:

\$ 20,119.90

(BIDDER)

DORA MARK INC.

If BIDDER is:

An Individual

(Signature)
Name _____ Witness _____
doing business as _____
Business Address: _____
Phone No. _____ Email _____

A Partnership

(Partnership Name) _____
(State of Formation of Partnership)
By _____ Witness _____
(Signature of Authorized Partner)
Business Address: _____
Phone No. _____ Email _____

A Corporation

DURA MARK INC.
(Corporation Name)
[Signature]
(Signature of Authorized Officer)
PRESIDENT
(Title)
Witness [Signature]
Business Address 11384 CHAMBERLAIN ROAD AURORA, OH 44202
Phone No. 330-995-0883 Email DURAMARK868@AOL.COM

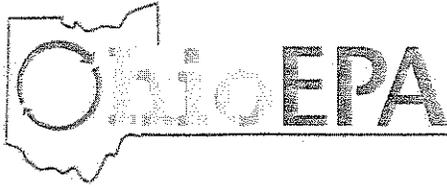
**SUMMARY OF BIDS RECEIVED FOR:
CITY OF BAY VILLAGE
2014 PAVEMENT MARKING & STRIPING PROGRAM**

BID DATE & TIME: MARCH 7, 2014, 12:00 NOON

	<u>CONTRACTOR</u>	<u>CALCULATED BID TOTAL</u>	<u>DIFFERENCE IN BID AMOUNT READ</u>
CONSTRUCTION ESTIMATE:		\$20,000.00	
BIDDER NO. 1:	A&A SAFEY, INC. 1126 FERRIS ROAD AMELIA, OH 45102 (513) 943-6100 * BID DOCUMENT NO. 3	\$20,968.55	N/A
BIDDER NO. 2:	J.D. STRIPING & SERVICES, INC 438 BEECHER STREET RAVENNA, OH 44266 (330) 296-7151 * BID DOCUMENT NO. 4	\$22,317.60	N/A
BIDDER NO. 3:	DURAMARK P. O. Box 868 Aurora, Ohio 44202 * BID DOCUMENT NO. 5	\$20,119.90	N/A
BIDDER NO. 4:	AMERICAN ROADWAY LOGISTICS, INC. 3920 CONGRESS PARKWAY RICHFIELD, OH 44286 (330) 659-2013 * BID DOCUMENT NO. 6	\$28,549.35	N/A

REF. NO.	ITEM NO. BIDDER NO.	DESCRIPTION UNIT BID PRICE	TOTAL ITEM AMOUNT	BID QUANTITY	UNIT
1	103	BONDS	1 \$250.00	1	L.S.
			2 \$330.00		
			3 \$500.00		
			4 \$100.00		
			AVERAGE \$360.00		
2	614	MOBILIZATION	1 \$300.00	1	L.S.
			2 \$600.00		
			3 \$1,500.00		
			4 \$250.00		
			AVERAGE \$883.33		
3	642	EDGE LINE (WHITE CONTINUOUS)	1 \$345.00	12.28	MIL.
			2 \$300.00		
			3 \$265.00		
			4 \$395.00		
			AVERAGE \$435.00		
4	642	LANE LINE (WHITE CONTINUOUS)	1 \$575.00	0.89	MIL.
			2 \$500.00		
			3 \$1,200.00		
			4 \$325.00		
			AVERAGE \$866.67		
5	642	CENTER LINE (WHITE DASHED)	1 \$145.00	1.10	MIL.
			2 \$250.00		
			3 \$185.00		
			4 \$325.00		
			AVERAGE \$301.67		

REF. NO.	ITEM NO.	DESCRIPTION	TOTAL ITEM AMOUNT	BID QUANTITY	UNIT
6	642	CENTER LINE (YELLOW DASHED/CONTINUOUS)		0.34	MI.
	1	\$410.00	\$139.40		
	2	\$270.00	\$91.80		
	3	\$290.00	\$98.60		
	4	\$600.00	\$204.00		
	AVERAGE	\$523.33	\$177.93		
7	642	CENTER LINE (YELLOW DASHED)		3.66	MI.
	1	\$145.00	\$530.70		
	2	\$380.00	\$1,390.80		
	3	\$185.00	\$677.10		
	4	\$500.00	\$1,830.00		
	AVERAGE	\$403.33	\$1,476.20		
8	642	CENTER LINE (YELLOW DOUBLE CONTINUOUS)		21.46	MI.
	1	\$610.00	\$13,090.60		
	2	\$600.00	\$12,876.00		
	3	\$475.00	\$10,193.50		
	4	\$800.00	\$17,168.00		
	AVERAGE	\$828.33	\$17,776.03		
9	642	TRANSVERSE LINES (WHITE)		3,500.00	L.F.
	1	\$0.50	\$1,750.00		
	2	\$0.75	\$2,625.00		
	3	\$0.75	\$2,625.00		
	4	\$1.00	\$3,500.00		
	AVERAGE	\$0.67	\$2,333.33		



John R. Kasich, Governor
Mary Taylor, Lt. Governor
Craig Butler, Interim Director

Request for Proposals
2014 Surface Water Improvement Fund Grants
STATEWIDE — Proposals due 04/11/14

Dear Water Resource Management Partner:

We are pleased to announce that Ohio EPA is soliciting proposals for grants awarded from the Surface Water Improvement Fund (SWIF). Grants up to \$150,000 each will be awarded for the implementation of projects that address nonpoint source pollution and/or storm water runoff and improve water quality in Ohio's streams, rivers and lakes. Grants will be awarded for a two year term—as a result, it is anticipated that most awards will be made for single site-specific projects.

Background: The Surface Water Improvement Fund was created in 2008 and authorizes the Ohio Environmental Protection Agency to provide grant funding to applicants such as local governments, park districts, conservation organizations, and others listed below. We expect that at least \$1.5 million will be available for 2014 Surface Water Improvement Fund grants.

Eligible Applicants: The following entities are eligible to receive grant funding from the Surface Water Improvement Fund:

- Local municipalities, counties and townships
- County and municipal park districts and public Zoological Parks
- Soil & water conservation districts
- 501(c)(3) nonprofit conservation groups w/land managing responsibilities
- Watershed groups are eligible only with a local government applying on their behalf

Eligible Projects: Water quality improvement projects eligible for SWIF grant funding include:

- Stream Restoration and/or Restoration of Natural Flow
- Wetland Restoration and Protection
- Innovative Stormwater Demonstration Projects
- Riparian Restoration and/or Invasive Species Removal
- Inland lake Management and Restoration

A more detailed listing of sample projects that are eligible for SWIF grant funding is included starting on page 3 of this RFP.

Priority Funding: SWIF grants are targeted to Ohio waters where nonpoint source pollution is a significant cause of aquatic life use impairments. Projects that eliminate such impairments and/or that restore impaired waters will score significantly higher in the review process and receive more favorable consideration.

We fully anticipate that this will be a very competitive grant cycle. All grants awarded under the SWIF will be done so following a competitive process. Projects that demonstrate the following **at the time of application** will receive more favorable consideration during the review process:

- A readiness to proceed.
- Local commitment to the project (matching funds are not required, but applications that include local match will score higher)
- A specifically defined area of focus.
- Appropriate "rights-of-entry" and/or landowner authorization to work on the site
- Consistency with an approved TMDL, endorsed watershed action plan and/or an approved remedial action plan.
- Evidence that successful completion will improve riparian or in-stream habitat conditions or reduce stormwater runoff.
- Evidence that the project will address a known environmental problem
- Allowable, appropriate and reasonable project costs.

In addition, Ohio EPA's director may elect to award SWIF grants for other types of projects when doing so may result in the elimination of impairments and/or advancement of NPS management capacity.

Grant Amounts: Applicants may request up to \$150,000 in Surface Water Improvement grant funding. However, it is expected that most SWIF grants will be awarded for substantially less than \$150,000. There are no local match requirements.

Grant Terms & Requirements: Surface Water Improvement Fund grants will be awarded for a two-year period. Successful applicants will be required to execute a formal grant agreement with Ohio EPA and projects must be completed within the two-year grant year period. *Projects that are "shovel-ready" and will complete all scheduled activities within the first 12-months will receive significantly higher consideration.*

Public Outreach Requirements: All applications for SWIF grants must include project-specific public outreach activities (such as public meetings, project tours, signs, newsletters and fact sheets) communicating the successes of the project throughout the community. Costs associated with project-specific public outreach activities are eligible as a cost component of a SWIF grant, but may not exceed five percent (5%) of total project costs.

Sample Project Listing

A listing of the types of eligible projects for SWIF grants funding follows:

Stream Restoration and/or Re-naturalization Projects

Ohio EPA is encouraging applications for stream restoration or re-naturalization projects that re-establish in-stream habitat, natural flow conditions and stable morphological conditions. Eligible projects include, but are not limited to:

- Natural stream channel restoration where site conditions are appropriate
- Stream bank stabilization, using materials other than rip-rap
- Levee/dike removal or modification to reconnect streams to flood plain areas
- Low head dam removal and/or modification of larger dams
- In-stream habitat restoration
- Other projects that restore natural stream ecology, morphology and flow

SWIF funding is not well suited for large complex restoration projects that may require individual 404 permitting and/or 401-certification. The two-year grant term is best suited for small discrete restoration; small low head dam removals or stream bank stabilization projects that may be covered under US Army Corps of Engineers nationwide permits.

Wetland Restoration

Wetland areas play a critical role in effectively filtering nonpoint source pollutants/nutrients. We are particularly interested in funding projects that protect or restore existing wetland areas that are currently being degraded by land uses such as farming, mowing or active development. Eligible wetland projects include but are not limited to the following:

- Restoring historical wetland areas that have been converted to farmland or other uses
- Replanting impacted wetland areas with native plants, tree and shrubs species
- Removal of non-native invasive species in high quality naturally occurring wetland areas

Surface Water Improvement funding may NOT be used for constructing wetlands in areas where no wetlands previously existed.

Innovative Storm Water Demonstration Projects

Uncontrolled runoff from storm events may be a serious contributor of nonpoint source pollutants to some of Ohio's streams. Many urban areas in Ohio are required to regulate and/or manage storm water flow and do so under storm water permits issued by Ohio EPA. (SWIF grants may not be used to implement any activities required under storm water permits or as mitigation for other permits such as those issued under section 401 of the Clean Water Act). Recent trends in storm water management have identified innovative practices and techniques that are showing promise in the management of storm water. Ohio EPA is interested in promoting these practices by funding **HIGHLY VISIBLE** local projects that demonstrate these innovative storm water management practices. Eligible projects include, but are not limited to the following:

- Retrofitting public commons or parking areas with permeable pavement or pavers
- Constructing storm water treatment wetlands
- Installing small scale green roofs on public buildings
- Installing bio-filtration islands and/or vegetated retention structures such as large public rain gardens or large infiltration planting areas
- Installing passive “treatment trains” combining multiple BMPs such as pocket wetlands, bio-filtration islands and others
- Constructing rainwater harvesting and reuse systems on public buildings or facilities
- Other practices designed to demonstrate innovative management of storm water flows. *(We recommend that you contact us if you have questions about whether or not your proposed practices meet these criteria.)*

Projects that are completed at highly visible public facilities such as city halls, heavily visited public parks and other areas where projects may help to educate the public and others on alternatives to traditional stormwater management will score considerably higher than projects that are proposed in areas that are not generally accessible by the public.

**Surface water improvement funding may only be used for installing green stormwater practices on public lands or lands with abundant public access. Grant funds may not be used on private for profit business facilities.*

Riparian Protection and Restoration Projects

Ohio EPA is also encouraging applications for projects that propose to protect riparian areas along high quality streams and/or to restore impacted riparian areas along impaired streams. Eligible projects include, but are not limited to the following:

- Riparian plantings using native hardwood tree and shrub species
- Riparian wetland restoration
- Invasive species management in riparian areas
- Floodplain re-naturalization projects
- Levee/dike removal or modification to reconnect streams to flood plain areas.

Inland Lake Management and Restoration

Ohio’s public inland lakes are primary recreational areas that may show the effects of nonpoint source pollution entering the lakes through tributaries in the watershed. Lake protection and restoration project grants are available to applicants interested in implementing projects that will measurably protect and/or improve lake water quality in and around recreation areas. SWIF grants may be used to reimburse public entities for costs associated with the following:

- Channel aeration to address anoxic conditions and eliminate fish kills
- Alum treatment demonstration projects designed to inactivate nutrients
- Lake water circulators and/or other devices to reduce blue-green algae blooms
- Upstream fore bays or constructed wetlands designed to capture incoming pollutants
- Shoreline stabilization using only bioengineering methods and materials
- Other techniques designed to specifically address identified lake-related recreational, human health, or aquatic health concerns

SWIF funding is not available for projects on private lakes or lakes that do not permit public recreational access.

Ineligible Projects

The following activities are not eligible for SWIF grants:

1. Home sewage treatment system repair and/or replacement projects
2. Projects that propose to acquire property
3. Acid mine drainage abatement and abandoned mine land reclamation
4. Logjam removal projects and/or drainage ditch maintenance or management
5. Projects required under enforcement order or an enforcement-required supplemental enforcement project, or required as mitigation under regulatory programs such as Section 401 permits, NPDES permits or Permits to Install
6. Any project that is part of an approved nutrient trading program. Nutrient trading projects in general are not eligible for consideration under the SWIF program.
7. Projects that propose the construction of dikes or levees within a floodplain
8. Projects that propose best management practices (BMPs) or "end-of-pipe treatments" which are either required or expected to be required under an NPDES permit or a Permit to Install
9. Projects required under Phase 1 or Phase 2 NPDES storm water compliance efforts
10. Research or monitoring activities

Application Deadline & Review Procedures

The deadline for submitting SWIF grant applications is **April 11, 2014**. Applications must be complete and postmarked by the above date to be considered for funding. Applications postmarked (or hand-delivered) after this date will be returned to the applicant without further consideration. Please submit three (3) copies of the complete application with original (blue ink) signatures and one (1) copy of the application in Microsoft Word format and any project site photos or design drawings on a CD. Completed applications may be mailed or delivered to:

Ohio Environmental Protection Agency
Division of Surface Water
Attn: Russ Gibson, NPS Program Manager
50 West Town Street, Suite 700
Columbus, Ohio 43216-1049

Upon receipt, all SWIF grant applications will be reviewed for completeness, technical merit and adherence to the SWIF grant RFP criteria. Applications found to be administratively complete will undergo a comprehensive review using criteria designed to evaluate and score the following:

- Environmental results likely to be achieved
- Overall effectiveness of the project
- Feasibility of completing the proposed project in a timely manner
- Applicant's capability to administer state grant funds
- Project's readiness to proceed
- The project includes a site specific location
- The long term benefits of the project

- The cost effectiveness of the project and
- Existing environmental quality and restorability of the watershed
- Status of TMDL report and/or local watershed planning efforts
- Project specific educational and outreach activities

In addition to the above general criteria that are applicable to all applicants, projects also will be evaluated using specific technical criteria developed for the type of project that is being proposed.

Upon completion of all reviews, applications will be ranked according to their review scores and recommendations for funding will be developed based upon this ranking. Funding decisions will be made by the Director of Ohio EPA. We anticipate that grant awards will likely be announced in June 2014. Successful applicants will be required to execute a formal grant agreement and adhere to all requirements of the SWIF grants program.

Application Materials and Technical Assistance

Applications are available at the Ohio EPA, Division of Surface Water (DSW) homepage located at www.epa.ohio.gov/dsw/nps/index.aspx. Applications are also available at Ohio EPA's district offices.

We appreciate your interest in the SWIF grants and look forward to working with you to help Ohio meet important water quality goals. If after reviewing this information you require additional assistance or have questions, please do not hesitate to contact Martha Spurbeck at 614-644-2869 or Russ Gibson at 614-644-2020.

Sincerely,



Brian Hall, Assistant Chief
Division of Surface Water

cc: Ohio EPA District Office Water Program Managers

To The City of Bay Village Committee:

The proposal is to place truck and boat at 27400 Wolf Road for the advertising of a Raffle prize of 1 year Membership to Freedom Boat Club. This donation is to help raise money for the fireworks fund.

The proposed boat will stay attached to vehicle and locked
Battery will be removed.

No mechanical parts will be operational.

The wheels on the trailer will be blocked.

Signs will be posted **"DO NOT TOUCH OR CLIMB ON BOAT"**

Thank you for your consideration,

Robert Massey
(216) 990-5320
robert.massey@freedomboatclub.com

We simplify your recreational experiences while building relationships and memories to last a lifetime.

www.facebook.com/freedomboatclublakeerie
www.freedomboatclub.com





Scott Thomas

From: Donny Landers
Sent: Tuesday, March 18, 2014 12:50 PM
To: Scott Thomas
Subject: FW: Road Salt 2014 and 2015
Attachments: 2014-15 Salt Participation Agreement.doc

From: DOT Contracts Purchasing [mailto:contracts.purchasing@dot.state.oh.us]
Sent: Wednesday, March 12, 2014 6:38 AM
Cc: Purdy, Lauren; Price, Austin; Alatsis, Dean; Lyden, Thomas
Subject: Road Salt 2014 and 2015

All:

There is no doubt that it has been a challenging winter season for all of us. We understand that the limited availability of salt due to abnormally harsh winter weather and low temperatures throughout the Midwest and East coast left most of us in a less than desirable position in effectively serving our respective communities. While we know winter is not yet over, we need to move forward in the preparation of replenishing salt inventories this summer as well as the preparation of our 2014-15 winter season salt contract. To that end, the Ohio Department of Transportation is preparing to issue two separate salt contracts for the upcoming 2014 summer and 2014-15 winter seasons and accordingly are sending this notice (along with the attached participation agreement) in order to solicit your tonnage requirements for these contracts. You may choose to participate in either or both of these contracts, however we are requiring that you submit your tonnage requirements for both contracts at the same time, due to us no later than **Tuesday April 8th**. We know this is sooner than we typically solicit for the salt contract(s), but it is crucial that we be proactive in procuring additional salt as soon as possible ahead of other states.

The summer fill up contract (418-15) will be issued for bid sometime around April 15th and is structured to be effective from the date of award (estimated to be around May 8th) to October 31, 2014. The salt companies will have the entire contract duration to deliver your requested tonnage. Any tonnage you request for this summer contract shall be 100% guaranteed only withstanding if the salt company delivers it within the contract duration. You will not be required to purchase 100% of your requested tonnage if the vendor fails to deliver it before October 31, 2014.

We understand that it is possible that we may not receive bids for every county on this summer fill contract. Therefore, Political Subdivisions that reside within a county that do not receive any bids will be afforded the opportunity to alter their requested tonnage on the 2014-15 winter season section of the participation agreement to request additional tonnage, if necessary. After the summer contract bid opening on May 6th, we will send out an email notice to all of those who did not receive bids in their county and provide you a deadline (a little over two weeks) in which to submit to us your revised tonnage requirements for the 2014-15 winter season. Please note: The ability to alter winter season tonnage will only be given to those who did not receive bids in their

county or those counties in which ODOT chooses not to award. Like the winter season contract, Political Subdivisions within counties awarded by the Department will not have the ability to withdraw their request from the Summer season contract for any reason.

The winter season salt contract (018-15) will be changing slightly in that the minimum and maximum tonnages you are obligated, or able, to purchase is being changed from the usual 80/120% to 90/110%. This contract will be effective November 1st, 2014 through May 31st, 2015. We are anticipating issuing this contract out to bid around May 28th.

We have attached the Participation agreement which covers both of these contracts, and again we are asking that you submit to us your completed and signed Participation agreement along with the Resolution/Ordinance adopted by your legislative body (city council, trustees, school board, etc.) no later than **Tuesday April 8th**. We are only accepting completed documentation by Mail or Email. We cannot accept faxes this year. Please feel free to contact either Jim Schurch (614) 644-7870 or myself with any questions you may have about this process. If needed, you may send your tonnage requirements and follow with the resolution, when available.

Thank you,

Austin Price
Lead Procurement Coordinator
Ohio Department of Transportation
Office of Contract Sales, Mail Stop 4110
1980 West Broad St.
Columbus, OH 43223
614-752-9017

Ohio Department of Transportation- Office of Contract Sales, Purchasing Services
Cooperative Purchasing Program Participation Agreement- Sodium Chloride (Rock Salt)
(Continued)

Participating Political Subdivisions are intended beneficiaries under these contracts and are real parties in interest with the capacity to sue and be sued in their own name without joining the state of Ohio, Ohio Department of Transportation. By signing and returning this agreement, you will be bound to participate in these contracts (as applicable to each Political Subdivision) during the upcoming Summer fill up and winter season, upon award of the contract by ODOT to a successful vendor. A participating Political Subdivision cannot change its position during this contract period. Termination of participation is effective upon the expiration date of each contract. Failure of a Political Subdivision to purchase its requirements from the awarded vendor or comply with the terms of these contracts may invalidate participation for the following summer or winter season contracts.

This Participation Agreement must be received by the Ohio Department of Transportation, Office of Contracts, Purchasing Services **prior** to the mailing of the Invitation to bid. Political subdivisions will be required to submit a new participation agreement form every year, indicating storage capacity and stating salt needs for the contract period.

(Authorized Agent's Original Signature and Title) (Cannot be typed) (Date)

(Print Exactly as Signed Above)

(Political Subdivision and County)

(Street) (P.O. Box)

(City) (State) (Zip plus 4)

(Contact Name Responsible for Ordering Salt) (Phone Number)

(E-Mail Address) (This email address will be used to contact your entity for participation in future salt contracts)

(E-Mail Address)

COMPLETED PARTICIPATION AGREEMENT AND RESOLUTION/ORDINANCE DUE BACK TO ODOT NO LATER THAN Tuesday APRIL 8TH. WE WILL ONLY BE ACCEPTING COMPLETED PARTICIPATION AGREEMENTS BY MAIL OR EMAIL (NO FAXES):

Email this completed participation agreement along with a resolution/ordinance adopted by your legislative body to: contracts.purchasing@dot.state.oh.us

or

Mail completed participation agreements along with resolutions/ordinances to:

Ohio Department of Transportation
Purchasing Services, Mail Stop 4110
Attn: Jim Schurch
1980 West Broad St.
Columbus, OH 43223

Joan Kemper

From: Michael Deterling [madman4150@att.net]
Sent: Monday, March 10, 2014 5:18 PM
To: Joan Kemper; Robyn Lotz
Subject: Approval for Wedding Ceremony at Cahoon Park 9/6/14

Hello Joan,

The purpose of this e-mail is to formally request city permission to utilize a small portion of Cahoon Park for my wedding ceremony on Saturday September 6, 2014. At this time I anticipate the ceremony to begin at approximately 4 p.m. We would like to have the ceremony in the extreme northeast corner of the park -- directly to the east of the 1/2 mile exercise trail AND directly to the west of the Cahoon Creek ravine overlooking the Bay Boat Club. We anticipate approximately 65 guests and would like to hire a chair rental company to set up folding chairs shortly before the wedding, and would have them removed immediately thereafter. We have also rented the Community House for that day, in case of inclement weather.

I have been a Bay Village resident for over 16 years at 30892 Nantucket Row, Bay Village, Ohio 44140. Please let me know if you have any questions or concerns.

Best Regards,

Mike

Michael A. Deterling
440-808-1390 (H)
216-214-7396 (C)