

AGENDA

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

February 2, 2015
7:30 p.m.

ANNOUNCEMENTS

COMMITTEE OF THE WHOLE

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Lee

Sundance Software System for Police Department

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-Tadych

CT Consultants – Engineering Contract for 2015

FINANCE & CLAIMS COMMITTEE – Clark

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Lieske

Bradley Center Limited plans for Crestwood Drive Subdivision – Referred to City Council in accordance with City of Bay Village Codified Ordinance 1109.03

RECREATION & PARK IMPROVEMENT COMMITTEE-Henderson

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-Vincent

MISCELLANEOUS

CAHOON MEMORIAL PARK TRUSTEES

AUDIENCE

City of Bay Village

Council Minutes, Committee Session
Conference Room
Paul A. Koomar, President of Council, Presiding

January 26, 2015
7:30 p.m.

Present: Clark, Henderson, Koomar, Lee, Tadych, Vincent, Mayor Sutherland

Not Present: Mrs. Lieske

Also Present: Law Director Ebert, Finance Director Mahoney, Police Chief Spaetzel, Fire Chief Lyons, Service/Safety Director Thomas, Community Services Director Selig, Recreation Director Enovitch, Director of Operations Landers

ANNOUNCEMENTS

Mayor Sutherland sadly announced the passing of Mrs. Susan Galli, the wife of former Director of Public Service Dan Galli.

AUDIENCE

The following audience members signed in this evening: Jerrie Barnett, Denny and Tara Wendell, Al Kruzer, John Bundy, Wayne and Jeanne Reese, Lydia DeGeorge, Pam Cottam, Conda Boyd, Clete Miller, Nancy Trainer, Karen and Alex Dade, Mark Barbour, Dennis Driscoll, Susan Murnane, Lorree Lewis, Nancy Stainbrook, Laverne Porowski, James M. Wasniak.

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE

Mr. Lee advised that the Environment, Safety and Community Services Committee continues to review the matter of Civilian Police Dispatch. It is hoped that something more formal will be ready to report in the very near future.

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE

Codified Ordinance Chapter 916 – Foundation Drain Disconnection

Mr. Tadych stated that foundation drain disconnections have been discussed in the past. This proposed ordinance defines Foundation Drain Disconnection District 11 and requires the disconnection of all direct or indirect connections of a foundation drain within the established district to be disconnected from the sanitary sewer system. This proposed ordinance will be further reviewed by the Public Improvements, Streets, Sewers, and Drainage Committee.

Director of Public Service/Safety Thomas stated that the purpose of this ordinance is the elimination of foundation drain connections to the sanitary sewers, in order to mitigate the

impact caused by sanitary sewer infiltration and inflow. The district defined in the ordinance is the Bruce/Russell/Douglas area, and parts of Lake Road. In addition, this program will include a review of ways to have a payment plan for homeowners to help them deal with the problem of foundation drains going into the sanitary sewer line. That review will include a study to determine how much a prepayment plan would cost, and will help get this program moving in a more efficient manner. This work has been brought to light further by the orders of the Environmental Protection Agency to take care of overflow problems and the increases to the Wastewater Treatment Plant in Rocky River, with 71% of clear water being sent to the plant for treatment. The Bruce/Russell/Douglas area had 79.2% of their homes failing the foundation drain testing. This proposed ordinance will address those issues.

FINANCE & CLAIMS COMMITTEE

Mr. Clark had no report this evening.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE

Bradley Center Limited plans for Crestwood Drive Subdivision – Referred to City Council in accordance with City of Bay Village Codified Ordinance 1109.03

Law Director Ebert advised that the City Planning Commission has approved the Crestwood Drive Subdivision. The subdivision will be submitted to Council for approval of the new thoroughfare plan. The question is whether the Planning, Zoning, Public Grounds and Buildings Committee will want to see that first, or if it will go directly to the Council of the Whole.

Mayor Sutherland interjected that she did speak with Chief Building Official John Cheatham today, and the Crestwood Subdivision was approved by the Planning Commission without any need for variances, and the project is according to code.

Mr. Koomar asked that the Crestwood Drive Subdivision information be provided to Council by the Director of Law this weekend.

Moratorium on development under Chapter 1158, Attached Residences in the City of Bay Village, will expire on February 28, 2015.

Mr. Koomar advised that it was the intent of Council to have new legislation for Chapter 1158 passed before the moratorium was removed. He asked that Council be giving this issue some thought. The moratorium on development will be on the agenda again within the next two weeks.

RECREATION & PARK IMPROVEMENT COMMITTEE

Mr. Henderson advised that the first principal donor, Hyland Consulting Associates, has come forward with a donation to sponsor the proposed fitness equipment installation along the Walking Trail in Cahoon Memorial Park. Mr. Henderson will keep Council informed when the project becomes fully funded.

Committee Meeting of Council
January 26, 2015

SERVICES, UTILITIES & EQUIPMENT COMMITTEE

Mr. Vincent had no report this evening.

MISCELLANEOUS

Jerrie Barnett, Bay View Road, stated that she believes it is time for the City to change the small Welcome to Bay Village signs that say "2012" to "2015."

There being no further discussion, the meeting adjourned at 7:38 p.m.

Paul Koomar, President of Council

Joan Kemper, Clerk of Council

SOFTWARE LICENSE AGREEMENT

This Agreement, effective _____, 20____, is made by and between Sundance Systems, Inc., an Ohio Corporation, with its principal offices at 8001 Sweet Valley Dr., Valley View, Ohio, 44125 together with its employees, officers, directors, agents, successors and assigns ("Licensor"), and _____, an Ohio Municipal Corporation, with its principal offices at _____ together with its elected officials, employees, and agents ("Licensee")

Whereas, Licensor is the owner of or has the right to license the Software System (as defined below); and

Whereas, Licensee wishes to obtain from Licensor a non-exclusive license to use the Software System as set forth in this agreement;

WITNESSETH:

The parties hereto agree to the following:

SECTION 1. SOFTWARE SYSTEM. As used in this Agreement, "Software System" means the municipal software application(s) described in Exhibit "A" attached hereto, together with any updates and/or enhancements provided in accordance with Section 13 below.

SECTION 2. SOFTWARE SYSTEM LICENSE. Subject to the termination provisions set forth below, Licensor hereby grants the Licensee a perpetual, non-exclusive license to use the Software System, subject to the terms and conditions in this agreement.

SECTION 3. LICENSE FEE. As consideration for the license granted hereunder, Licensee shall pay the Licensor a License Fee for each application included in the Software System. The License Fee shall be payable at such amounts as set forth in the schedule attached hereto as Exhibit "B".

SECTION 4. ADDITIONAL SOFTWARE. As used in this Agreement, "Additional Software" means municipal software application(s) purchased in addition to the Software System. Unless otherwise set forth in this Agreement, the conditions of the Agreement apply solely to the Sundance Software and not to third party Software. The license granted to Licensee hereunder applies solely to the Software System and not to any third party software, unless otherwise specifically agreed by Licensor. As used in this Agreement, "Third Party Software" does not include any updates and/or enhancements provided in accordance with Section 13 below.

SECTION 5. PROTECTION OF SOFTWARE SYSTEM. The Software System is solely for the use of Licensee at the Site set forth in the schedule attached hereto as Exhibit "B". Licensee shall restrict the use of the Software System to Licensee. The Software System shall be used only on equipment approved by Licensor. Licensee shall prevent the removal of the Software System from the Equipment. Licensee shall prevent the copying of the Software System. Licensee shall prevent the Software System from

being installed on any other equipment. Notwithstanding the foregoing, Licensee has the right to make copies of the Software System for internal backup and security purposes.

SECTION 6. DELIVERY/INSTALLATION. Licensor shall deliver and install the Software System on the Equipment in machine-readable format at the Site at such time as set forth in the schedule attached hereto as Exhibit "B".

SECTION 7. NEW SITE. Licensee may, after having obtained the prior written consent of the Licensor, which consent shall not be unreasonably withheld, move the Software System to another Site.

SECTION 8. LIMITED WARRANTY. For a period of one year after Licensor's installation of the Software System ("Warranty Period"), Licensor shall use reasonable effort to cause the Software System to function in all material respects in accordance with Sundance Software specifications and shall use reasonable efforts to correct any and all Software System defects necessary to put the Software System in operational order. Licensor, with Licensee approval, will determine the manner in which any warranty service is performed. The manner of performance includes, but is not limited to, telephonic communication via modem, repairing or replacing the disks containing the Software System, or working at the Site. Licensee shall cooperate with Licensor's efforts including causing Licensee's employees to assist in the operation of the Equipment and/or causing the Site to remain open during non-business hours.

In the event that Licensee obtains third party software, Licensor makes no warranties for the third party software unless otherwise set forth in writing by Licensor at the time of installation of third party software.

SECTION 9. TRAINING AND SUPPORT. During the Warranty Period, at the request of Licensee, Licensor shall provide training and support for Licensee's personnel on the operation of the Software System. Such training shall be provided by Licensor at such times as shall mutually be agreed to at Licensor's State Term Schedule rates then in effect.

SECTION 10. ADDITIONAL MAINTENANCE AND SUPPORT. After the expiration of the Warranty Period, Licensor shall provide software maintenance, support and consultation services to Licensee at such times as requested by Licensee. The cost of such support will be in accordance with Licensor's standard rates then in effect on the current State Term Schedule. In the event that Licensee has entered into a Software Maintenance Plan with Licensor, then the cost of such support shall be in accordance with State Term Schedule.

In the event that Licensee, after the expiration of the Warranty Period, requests (1) training or retraining of Licensee's personnel, and/or (2) consultation not otherwise provided in this Agreement or in the Software Maintenance Plan, if any, Licensor may provide such services which shall be compensated in the amount of the current State Term Schedule rates.

SECTION 11. UPDATES AND ENHANCEMENTS. From time to time enhancements and/or updates may be developed for the Software System. Such enhancements and upgrades shall be available to Licensee at Licensor's standard State Term Schedule's rates, or in accordance with the terms and conditions of the Software

Maintenance Plan purchased from Licensor. The cost of such enhancements and upgrades shall be paid by the party requesting such enhancements and upgrades. The updates and/or enhancements shall have such warranty, at the time that such updates and/or enhancements are installed.

SECTION 12. UNAUTHORIZED MODIFICATIONS. In the event that Licensee, or anyone other than Licensor, modifies the Software System in any manner, then Licensor need not provide: (a) any warranty required in Section 9 which warranty shall be null and void, (b) maintenance and support, as described herein, or (c) future updates and/or enhancements.

SECTION 13. OWNERSHIP AND CONFIDENTIALITY. The Software System, whether the original or any copies thereto, is and will remain the valuable property of the Licensor. Licensee understands and acknowledges that the Software System is the intellectual property of Licensor and that it contains trade secrets developed by Licensor. Licensee will observe complete confidentiality with regard to all aspects of the Software System and will not disclose, nor permit the access to, the Software System except as otherwise permitted herein. The terms of this Section shall survive the termination of this agreement. Licensee acknowledges that Licensor will be entitled to immediate injunctive relief and a temporary order restraining any threatened or future breach if this Section. Nothing in this Section will be deemed to limit Licensor's remedy at law or in equity for any breach by Licensee of any provision of this Section.

SECTION 14. TERMINATION. This agreement and the license granted hereunder may be terminated by written notice by either party if either party defaults in the performance of any of its obligations hereunder and such default continues for thirty (30) days after receipt of written notice from either party; provided, however that Licensor shall have the right to an immediate termination of this Agreement and the License granted herein in the event of a breach by Licensee of any provision of Section 15 of this agreement.

SECTION 15. LICENSOR'S PROPRIETARY NOTICES. Any copies of the Software System documentation made by Licensee shall bear all copyright, trademarks, and other proprietary notices included thereon by Licensor,

SECTION 16. ASSIGNMENT. Neither this Agreement nor the License granted hereunder may be assigned (by operation of law or otherwise), sublicensed or otherwise transferred in any manner by Licensee without the prior written consent of Licensor, which will not be unreasonably withheld. Notwithstanding any language to the contrary, Licensor agrees that it will permit the transfer of fully paid licenses in the event the Licensee merges or consolidates with other municipal law enforcement agencies entities.

SECTION 17. NOTICE. Any notice or other communications required hereunder shall be given in writing by certified or registered mail, return receipt requested, by fax, or by personal delivery to the address set forth on the first page of this agreement or to such other addresses as may be provided by the parties in writing.

SECTION 18. AMENDMENT. This agreement may not be altered, amended or modified except in writing signed by each of the parties. A waiver of the right to enforce any right or obligation under this agreement will not be constructed as a waiver of any subsequent right to enforce such right or obligation.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives as of the date first above written.

WITNESSES:

LICENSOR:

SUNDANCE SYSTEMS, INC.

By: _____

Its Authorized Agent

Date: _____

LICENSEE

By: _____

_____ Date: _____

EXHIBIT A
SOFTWARE SYSTEM

Computer Aided Dispatch (2 Stations)
Records Management System (up to 15 users)
LEADS Interface to State
State 911 Interface
State Reports Package Module
Mobile Switch (up to 10 users)
EStorage – Electronic Storage of Documents
Rocky River Municipal Court Interface

Other services:

 Training/Project Management

Above software includes interfaces to OLLEISN/OIBRS/NIBRS/Cuyahoga County
Prosecutors Office

EXHIBIT B
FEE PAYMENT SCHEDULE

City of Bay Village Police Department
Payment Plan
No Interest PayPlan
Quotation 98-1110

Total Contract	\$	77,300.00
Upon Contract Signing	\$	- 19,000.00
PayPlan Balance	\$	58,300.00
PayPlan 2nd Year	\$	14,575.00
PayPlan 3rd Year	\$	14,575.00
PayPlan 4th Year	\$	14,575.00
PayPlan 5th Year	\$	14,575.00

Pay Plan Payments are due upon contract date (Annually)

After year 5, Software Support equal to 20% of total software cost, or \$12,300, due on the contract date, beginning on February ____, 2020 and each year thereafter.

LICENSED SOFTWARE MAINTENANCE AGREEMENT

This Agreement, effective _____, 20____, is made by and between Sundance Systems, Inc., an Ohio Corporation, with its principal offices at 8001 Sweet Valley Dr., Valley View, Ohio, 44125 together with its employees, officers, directors, agents, successors and assigns ("Licensor"), and

_____, with its principal offices at _____, together with its elected officials, employees, and agents ("Licensee")

Licensor has granted Licensee a non-exclusive perpetual license to use a certain Software System ("Licensed Software"), Pursuant to and subject to the terms of a certain Software License Agreement ("Software License Agreement") between Licensor and Licensee; and

Whereas, Licensee desires that Licensor perform software maintenance and support services pursuant to the following terms and conditions with respect to the Licensed Software,

WITNESSETH

In the consideration of the payment and services provided herein annually, the parties hereto agree as follows:

- 1. MAINTENANCE SERVICE.** In accordance with the Sundance Service Plan set forth in Exhibit "A" attached hereto, Licensor shall provide such maintenance services as may be necessary and reasonable to cause the Licensed Software to conform to acceptable standards. For so long as Licensor is obligated to maintain and support the Licensed Software under the Software License Agreement of this Agreement, Licensor shall contact directly by phone to customer's request for assistance within four (4) working hours (24 hours a day, seven days a week including holidays) after such request is made. Additionally, Licensor shall use its best efforts to cause the Licensed Software to operate substantially in accordance with its specifications. In no event shall Licensor be responsible for maintaining Licensee modified portions of the Licensed Software or for maintaining portions of the Licensed Software affected by ~~Licensor~~ Licensee modified portions of the Licensed Software. However, at Licensee's requests, Licensor may provide, at its then State Term Schedule rates, assistance in correcting defects traceable to Licensee's errors in effecting software modifications.

2. **APPLICATIONS SOFTWARE ENHANCEMENTS.** Licensor may from time to time release to its customers and licensees applications software product enhancements, in the form of modifications/supplements to existing Licensor application software, which would provide valuable new features improvements to the Licensed Software. As part of the support services to be provided hereunder, all such applicable product enhancements to the Licensed Software shall be offered to Licensee at no additional charge, and thereafter shall be considered Licensed Software licensed to Licensee pursuant to and subject to the terms and conditions of the State Term Schedule and Software License Agreement, and Licensor shall install all such product enhancements, and provide general user assistance as needed for such product enhancements. In the event that custom modifications were made to the base application, which involve these customized areas of the base software, these software enhancements will also be provided and, at Licensee's discretion, will be installed by Licensor without additional charge.
3. **NOTIFICATIONS AND UPDATES.** Licensor may from time to time produce notifications, updates, or corrections of existing problems relating to its licensed software. As part of the support services to be provided hereunder, Licensor will make all notifications, updates or corrections applicable to the Licensed Software available to Licensee at no additional charge.
4. **SUPPORT AND SYSTEM CONSULTING: ADDITIONAL SERVICES.** As part of the support services to be provided hereunder, Licensor will furnish at no additional charge general recommendations as such times as it deems appropriate on operational efficiency and use of the Licensed Software, and design concepts regarding new applications thereof.
5. **UNAUTHORIZED MODIFICATIONS.** In the event that Licensee knowingly makes, or intentionally allows any other individuals not authorized by Licensor to make, any modifications to the supported software, such action may terminate this Agreement. The loading of any unauthorized software into the same operating network or system also releases Licensor from all future liabilities under this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

LICENSOR
SUNDANCE SYSTEMS, INC.

BY: _____
Its Authorized Agent

Date: _____

LICENSEE

BY: _____
Its Authorized Agent

Date: _____

EXHIBIT A
SUNDANCE SERVICE PLAN/FEEES

STANDARD SERVICE PLAN

8 X 5

MONDAY – FRIDAY 8:30 A.M. TO 5:00 P.M.
(4 HOUR RESPONSE – CALL BACK)

RATE: _____

DISASTER SERVICE PLAN

(24 hours per day, seven days a week, including holidays as provided in Maintenance Service Agreement)

(4 HOUR CALL BACK RESPONSE)

RATE: _____

Rate = 20% of total software cost, or \$12,300, due on the contract date, beginning on February ____, 2020 and each year thereafter.

Sundance Systems, Inc.

STATE TERM SCHEDULE

STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

Index No: STS033
OAKS Contract ID: 534424
Category: Software
New Date: 9/13/2013

This state term contract may be used by any state agencies, as well as properly registered political subdivisions, as defined in Section 125.04(B) of the Revised Code. Additionally, state universities, vocational schools, community colleges, and other institutions of higher education may use this contract. But such use is subject to those entities meeting all requirements under their procurement authority. This is not a requirements contract, and no state agency or political subdivision is obligated to make purchases under it.

CONTRACT NUMBER 534424 (6/30/2015)

CONTRACTOR, PRICES, TERM SCHEDULE, ETC.

P.O.'s To:

Invoices From:

0000063854
Sundance Systems, Inc.
8001 Sweet Valley Dr.
Valley View, OH 44125

Same

Contractor's Contact:

Ms. Bonnie Peters Telephone: (216) 328-8551 x303 FAX: (216) 328-0854 Email: bpeters@sundance-sys.com

Delivery:

F O B Destination

Terms:

Net 30 Days

UNSPSC CODES:

All purchase orders placed against this contract shall list the following UNSPSC Codes for the respective items.

- 43230000 - Software
- 81112200 - Software maintenance and support
- 81110000 - Computer services
- 86000000 - Education and Training Services

EFFECTIVE DATE:

This contract is effective from 9/13/2013 through 6/30/2015, unless extended. Use the contractor's contact information above to obtain information, approved literature, and certification letter

APPROVED PRODUCTS/SERVICES:

Only those vendors, products, and services listed in the price pages, approved by the Department of Administrative Services, may be purchased from this contract. The terms and conditions of this contract may not be modified by any ordering document issued under it.

Last Addendum:

Exhibit I

STANDARD STATE TERM PRICE SCHEDULE FOR SUNDANCE SYSTEMS PRODUCTS

5/1/13

PRODUCT	STATE TERM PRICING
COMPUTER AIDED DISPATCH (2 Stations)	\$ 15,000
RECORDS MANAGEMENT SOFTWARE (15 users)	15,000
LEADS (INTERFACE TO STATE)	500
E-911 (INTERFACE)	2,000
REPORTS PACKAGE	2,500
ALPHA PAGING	1,050
JAIL MANagements SOFTWARE (15 users)	25,000
MABAS	1,400
Mapping	6,000
R-N-R	1,400
MOBILE DATA INTERFACE (10 Cars)	20,000
Silent Dispatch/Self Initiate	
MULTI-JURISDICTIONAL CAD	50,000
AVL SERVER	6,000
FIRE MOBILE SERVER	5,000
COMPUTER AIDED DISPATCH (Per Station)	2,500
RECORDS MANAGEMENT SOFTWARE (Per user)	1,000
JAIL MANAGEMENT SOFTWARE (Per user)	1,000
MOBILE INTERFACE (Per Car)	1,000
MULTI-JURISDICTIONAL ADDTL AGENCY LIC.	5,000
AVL CLIENT LICENSE (PER USER)	500
IT SERVICES (PER HOUR)	95
TRAINING (PER DAY)	500
STANDARD : M-F 8:30 – 5:00	15% OF TOTAL SOFT. COSTS
DISASTER 24X7 SUPPORT 24X7	20% OF TOTAL SOFT. COSTS
EVIDENCE BARCODING SOFTWARE	3,500
ESTORAGE	3,500
ETICKETS	3,500
AVL SERVER BUNDLE W/UNLIMITED CLIENT LIC.	9,000
LEADS SERVER INTERVACE	10,000
EMS CHARTS	2,500
FINGERPRINT DEVICE UNIT	2,400
REMOTE RMS/CAD INTERFACE	5,000

Sundance Systems, Inc.

8001 Sweet Valley Dr.
 Valley View, OH 44125
 Ph# 1-216-328-8551
 Fx# 1-216-328-0854

QUOTE

DATE	QUOTE#
1/12/2015	98-1110

NAME / ADDRESS
City of Bay Village Police Dept. 28000 Wolf Road Bay Village, Ohio 44140 Chief Spaetzle

P.O. NO.	REP	PROJECT
		New Install

ITEM	DESCRIPTION	QTY	COST	AMOUNT	DISCOUNT	TOTAL
StateCAD	CAD (2 stations)	1	15,000.00	15,000.00		15,000.00
State RMS	Records Management (up to 15 users)	1	15,000.00	15,000.00		15,000.00
MISC SFTW	LEADS Interface to State	1	0.00	0.00		0.00
State E-911 I...	State 911 Interface	1	2,000.00	2,000.00		2,000.00
StateRPM	State Reports Package Module	1	2,500.00	2,500.00		2,500.00
Mobile Swtich	Mobile Switch (up to 10 users)	1	20,000.00	20,000.00		20,000.00
EStorage	EStorage - Electronic Storage of Documents	1	3,500.00	3,500.00		3,500.00
Court Interface	Myvo's Court Interface	1	3,500.00	3,500.00		3,500.00
StateTRAIN	State Training (per day)	5	500.00	2,500.00		2,500.00
Project Mgt.	Project Management/LEADS Cert/Mobile/Install	1	13,300.00	13,300.00		13,300.00
	Sundance Systems, Inc. includes interfaces to OLLEISN/OIBRS/NIBRS/Prosecutors office					
	Support is 20% of software costs					
	Above costs does not include cabling/infrastructure/firewalls/any hardware/third party software/SQL/Word/etc. Sundance can provide these services under a separate quote after site visit					
	Sales Tax		0.00%			0.00
				TOTAL		\$77,300.00

SIGNATURE _____

Ordinance for CT Consultants is attached
to Regular Meeting Agenda.

1109.03 FINAL PLAT.

(a) Content. The final plat and improvement plan shall include all plans and details required for the construction of the subdivision and shall conform to the preliminary plat and improvement plan except all required changes or modifications shall be incorporated.

(b) Preparation. The final plat shall be prepared by an engineer registered in Ohio.

(c) Filing.

(1) Required Matter. Within twelve (12) months after the action of the Commission approving the preliminary plat, the subdivider seeking approval of a final plat shall proceed to file with the Commission:

(A) A written application for final approval.

(B) The final plat completely executed and a copy thereof.

(C) Cross sections and profiles of streets, and all other construction drawings related to the improvements to be constructed in the subdivision and related existing facilities.

(D) A statement by the Director of Public Service and Properties certifying that he is in receipt of a map showing all utilities in exact location and elevation, identifying those portions already installed and those to be installed.

(d) Approval.

(1) Referral to Director of Public Service and Properties. Such cross-sections, profiles and other construction drawings shall be forwarded by the Commission to the Director of Public Service and Properties and the City Engineer, for his study and recommendations.

(2) Final Tracing. After receiving a written report from the Director of Public Service and Properties, the Commission shall notify the subdivider of any recommended changes or suggestions so that the subdivider may correct the final tracing and submit same for final approval.

(3) Time Requirement. The final plat, in the form of a final tracing, shall then be resubmitted to the Commission within six (6) weeks. The Commission shall act on the final plat within ninety days after filing, unless such time is extended by agreement with the subdivider. If no action is taken by the Commission within said ninety days after filing or such longer period as may have been agreed upon, the final plat shall be deemed approved, and it shall be the duty of the Chairman of the Commission to comply with (4-A) below.

(4) Notice of Action Taken. The Commission shall determine whether the final plat shall be approved or disapproved and shall give notice to the subdivider in the following manner:

(A) If approved, the Secretary of the Commission shall affix his signature to the plat and attach thereto a notation that it has received final approval, and similar notification shall be given the Clerk of Council.

(B) If disapproved, the Secretary of the Commission shall attach to the plat a statement of the reasons for such action and return it to the subdivider. In any case, a notation of the action taken and requisite reasons therefor shall be entered in the records of the Commission.

(5) Action by Council. Any proposed subdivision approved by the Planning Commission shall be referred to the Planning and Zoning Committee of Council for study and

recommendation of approval, disapproval, or approval with modification. Action by Council of approval or disapproval shall be by resolution or ordinance. A request for modification by the subdivider may be by motion. Council shall approve the proposed subdivision on determination by it that:

(A) The proposed streets are in accordance with the thoroughfare plan and if not, a determination that the proposed streets are so located as to properly serve the subdivision on other areas that connect with or will connect with the subdivision streets;

(B) That all proposed improvements meet the standards for construction set by the City;

(C) That the streets, rights-of-way, easements, and other sites designated for public use are properly offered for dedication as shall be evidenced by a title guarantee in form and to a date as determined by the Director of Law, which title guarantee shall be furnished the City by the subdivider;

(D) Either (1) All improvements for the subdivision have been installed in accordance with the requirements of applicable ordinances, the action of the Planning Commission, and the Director of Public Service and Properties, or (2) Bond or certified check has been posted, which is available to the City and is in a sufficient amount to assure the completion of all required improvements;

(E) That any deed restrictions placed on the property are in recordable form, name the City as a party which may enforce the restrictions, and contain no provisions setting any standards lower than the standards set by ordinances of the City for the property;

(F) That the approval of such subdivision shall be in the best interest of the City.

(6) Recording. The City shall record the final plat in the office of the County Recorder of Cuyahoga County, if it is approved by Council, which recording shall not constitute an acceptance of the dedication of streets or any other public lands contained in the subdivision unless the resolution provided in (5) above so provides and an appropriate notation appears on the face of the plat.

(Ord. 58-135. Passed 9-2-58.)

DRAFT
Minutes of a Meeting of
City of Bay Village Planning Commission
held January 7, 2015
7:30 p.m.

Present: Dzienny, Foster, Lesny Fleming, Lieske, Maddux, Remein, Mayor Sutherland

Absent: Mr. Barbour

Also Present: John Cheatham, Chief Building Official, SAFEbuilt, Inc.

Audience: John O'Neill, Bradley Center Limited, Chris Blue, LS Architects, Lydia DeGeorge, Conda Boyd, Dick Majewski, Barb Galbincea, Mary Kilpatrick, Bob Greytak of CT Consultants

Mayor Sutherland called the meeting to order at 7:30 p.m. The following members were present: Jeff Foster, Dave Maddux, Jennifer Lesny Fleming, Councilwoman Karen Lieske, newly appointed members Warren Remein and Andy Dzienny.

Mayor Sutherland – Explanation of Change in Process

Mayor Sutherland stated that she would like to take a few minutes to explain to the Planning Commission what is being done to change the process, explain the background of why it is being done, and demonstrate how it is being done. The Mayor added that over the last year or so she began to get feedback from various entities that were presenting it front of all the Boards as to how confusing and lengthy the process was. Based on that feedback from the community, the Mayor convened a group of city officials which included the Chairs of the Planning Commission, the Board of Zoning Appeals, the Architectural Board of Review, Chief Building Official John Cheatham, Law Director Ebert, Joan Kemper, Secretary to the Boards and Commissions, and Ruth Popovich, the Assistant Finance Director. The group worked for two and one-half months, detailing the current process. The technique used was learned this past summer by Mayor Sutherland and Assistant Finance Director Ruth Popovich, through a grant from the State of Ohio for Lean 6 Sigma Training. Those tools were used to pick apart the process that is currently used with the Plans Review Process and identifying where there are unnecessary hand-offs, loop-backs, delays, and too much handling back and forth. The challenge given to the committee was to redesign the process to make it much more efficient.

The Mayor took the group to the conference room where the redesign of the process was defined on the wallboards to illustrate the work that was done. The Mayor's comments were recorded on a portable tape recorder and a copy of the narrative is available through the office of the Secretary of the Planning Commission.

Election of Chairman and Vice Chairman of Planning Commission

Mrs. Lieske nominated Mark Barbour to be Chairman of the Planning Commission. Mr. Barbour was unable to be present this evening, but had informed Mrs. Lieske that he would accept the nomination. Mr. Andy Dzienny placed his name in for nomination to the position of Chairman. It was decided that the second highest votes would determine the Vice Chairman.

Ballots were distributed, marked and returned with the following results:

Mark Barbour - 4 Votes for Chairman
Andy Dzienny - 2 Votes for Chairman
Jennifer Lesny Fleming - 1 Vote for Chairman

Mr. Barbour was elected Chairman of the Planning Commission; Andy Dzienny Vice Chairman of the Planning Commission.

In the absence of Mr. Barbour, Mr. Dzienny chaired the remainder of the meeting.

It was **Moved** by Foster, second by Maddux to approve the minutes of public hearing held December 3, 2014, and the Planning Commission meeting of December 4, 2014.

Motion passed 6-0.

Bradley Center Limited
Southern Extension of Crestview Drive
And development of 9 lots containing 4.31 acres

Mr. John O'Neill of Bradley Center Limited and Mr. O'Neill's engineer for the development of the property provided an overview of the plans. The project was presented initially over the summer months, and received preliminary approval on December 3, 2014. They are seeking final approval this evening. The property in question is a 4.3 acre parcel which is at the end of Crestview Drive. The roadway will be extended approximately 250 feet to a cul-de-sac and 9 sublots will be created ranging from 1/3 of an acre to 1/2 of an acre. The roadway will be improved to a 26 feet wide roadway with a 100 ft. anchor cul-de-sac to be able to handle fire safety vehicles and school bus turn-arounds. It will be a publicly dedicated roadway extension,

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complete with all public utilities and sanitary water and sewers. Storm water will drain into the adjacent Bradley Bay facility large detention basin which will service the two properties. Easement and maintenance agreements will be executed. The previous questions from the Fire Department regarding hydrant spacing of no more than 400 feet have been answered by the provision of a hydrant 380 feet from the hydrant at the corner of Provincetown. The cul-de-sac will be 100 feet in diameter and the minimum requirement of the Fire Code is 96 feet. The City's engineering consultant, CT Consultants, has reviewed the project. A sanitary PTI permit has been given by the Ohio Environmental Protection Agency (EPA), a water permit from the EPA has been received, and review and approval of the Cuyahoga County Soil and Water Conservation District has been received for the erosion control and storm water management.

Mr. John Cheatham of SAFEbuilt, Inc., stated that the plans were reviewed on January 6, 2015 by Captain David Stump of the Bay Village Fire Department and the plans have been approved as submitted both for the radius of turning the fire truck and the hydrant location. Copies of EPA permits for the water lines have been received. Copies of the easement for the detention basin are on file with SAFEbuilt, Inc.

Mr. Dzienny questioned the previous need for a hammer head for the Fire Department's access to the neighboring Bradley Bay property. Mr. O'Neill explained that the building on the Bradley Bay Campus has been made smaller and the distance between the end of the fire lane and the existing fire lane meets the requirement, and the hammer head design is no longer needed.

Mr. Dzienny requested that Mr. Cheatham receive a signed document from the Fire Department and Police Department approving the plans. Mr. Scott Thomas, Service Director, has submitted a signed letter approving the plans.

Mr. Dzienny asked if there were any further issues or conditions with the project. There were none expressed. It was **Moved** by Foster, second by Maddux to approve the Bradley Center Limited Southern Extension of Crestview Drive and development of 9 lots containing a total of 4.31 acres.

Roll Call Vote: Yeas – Foster, Remein, Maddux, Lieske, Lesny Fleming.
Nays – None.
Abstained – Dzienny

Motion carried.

Council Update

Councilwoman Lieske gave the following Council Update:

- A natural gas aggregation program sponsored by NOPEC is under consideration for submittal to the May, 2015 ballot; all costs for the election will be paid by NOPEC.
- A Finance Committee meeting will be held Monday, January 12, 2015 to review the final reports of 2014. The City's financial position is more favorable than previously anticipated.
- A Planning, Zoning, Public Buildings and Grounds Committee will meet on January 12, 2015 at 6:15 p.m. to discuss changes to the City's Building Code. Mr. Cheatham explained that the refundable deposit for a new home is proposed to be increased to \$1000 from \$800. The HVAC and Plumbing Permits will be separated into two categories.

Mr. Cheatham advised that the previous approval of Bay Diner to relocate to an East Oviatt address will be changed to a location at the Bay Commons Shopping Center. Mr. Mike Petrello will submit a new application in the very near future.

Mr. Dzienny asked consideration of an opportunity in six months to a year to review the changes that have been instituted to the review/approval process of the Planning Commission to obtain feedback from the applicants and the community.

Mrs. Lieske asked that the Planning Commission attend a Council meeting in the future to express their opinions after viewing the process design this evening. Mr. Dzienny noted that he is anticipating the new process because of the necessity to make applicants return to the Planning Commission in so many instances in the past.

Mr. Remein asked that the before-process and the new-process be provided in a flow-chart document to the Planning Commission. Mr. Cheatham will provide the charts.

Conda Boyd asked the Planning Commission's plans to review Chapter 1158. Mr. Cheatham stated that the proposed revisions are in the hands of a third party review. LSL Planning is in the process of rewriting the chapter for the Planning Commission and Council's review.

Mrs. Lieske stated that the report will be reviewed through the Council Planning, Zoning, Public Buildings and Grounds Committee, which Mrs. Lieske chairs. The members of the Planning Commission will be invited to attend that committee meeting. After that review, Chapter 1158 will be sent on to the Committee of the Whole of Council.

Ms. Boyd stated that there is rumor that there are condominiums being considered for the former Shell Gasoline Station property on Wolf Road. She asked if the current Chapter 1158 would apply to that development. Mr. Dzienny stated that the property on the east side of the creek has been approved for residential attached housing with a lowering of the acreage requirements.

Ms. Boyd stated that as a citizen she would like to see Chapter 1158 moved forward before a project comes through.

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A moratorium on development under Chapter 1158 is in place until February. It is unsure whether the property and the rumored development mentioned by Ms. Boyd would fall under that moratorium.

Ms. Boyd asked if there has been word received yet about the grant application for the development of a new Master Plan for the City. What role will the Planning Commission play in the development of a new Master Plan?

Mrs. Lieske stated that Council has not yet been informed if the grant has been awarded to the City. She will check further.

Mr. Dzienny stated that the Planning Commission will be more than happy to participate in the development of the Master Plan. He has spoken with Mayor Sutherland about the Planning Commission being involved with any decisions about rezoning, and being informed prior to submission.

Lydia DeGeorge, West Oakland, asked what the third party reviewing Chapter 1158 is doing that the Planning Commission couldn't do, and what is the cost of that review.

Mr. Cheatham stated that the cost is approximately \$1,500. The company that is doing it is a SAFEbuilt, Inc. subsidiary who granted a special price because SAFEbuilt, Inc. is the City's Building Department. The company is looking at the entire chapter, making everything cohesive, and addressing some of the matters that Mr. Cheatham did not address in his recommendations for the chapter.

Mrs. Lieske stated that the reviewing company was going to put the recommendations more in terms of language that would actually be reviewed for adoption.

Mr. Dzienny suggested moving the reframing of Chapter 1158 forward. Mrs. Lieske will schedule a Planning, Zoning, Public Buildings and Grounds Committee as soon as possible after receiving the report.

Mr. Cheatham noted that he has received strong inquiries from interested parties for the Lustri property on Cahoon Road. This would involve a duplex for Sublot 5, and for Sublots 1 and 2, consolidation for a single family home.

Meeting adjourned at 8:33 p.m.

Andy Dzienny, Vice Chairman

Joan Kemper, Secretary