

AGENDA

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

May 16, 2016
7:30 p.m.

ANNOUNCEMENTS COMMITTEE OF THE WHOLE

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Vincent

2016 Fireworks Contract

FINANCE & CLAIMS COMMITTEE – Clark

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Lieske

Chapter 1351 – Determination of Grade

Humiston Road – Sublots Nos. 9 through 11 – Overall Grade Review

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-Henderson

RECREATION & PARK IMPROVEMENT COMMITTEE-Mace

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-Tadych

Electricity Supply to Bay Village Municipal Buildings

Ohio Department of Transportation – Winter Contract for Road Salt 2017-2018

AUDIENCE

MISCELLANEOUS

CAHOON MEMORIAL PARK TRUSTEES

City of Bay Village

Council Minutes, Committee Session
Conference Room
Dwight Clark, Vice President of Council, Presiding

May 9, 2016
7:30 p.m.

Present: Clark, Lieske, Mace, Tadych, Vincent, Mayor Sutherland

Excused: Mr. Koomar (will be present for the Special Meeting to be held following the Committee Meeting), Mr. Henderson

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

AUDIENCE

The following audience members signed in this evening: Dick Majewski, Lydia DeGeorge, Denny Wendell, Claire Banasiak.

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE

Mr. Vincent had no report this evening.

FINANCE AND CLAIMS COMMITTEE

Ordinances 16-24 through 16-31 authorizing 2016 City of Bay Village debt issuance will be presented for adoption this evening at the Special Meeting of Council.

SAFEbuilt, Inc. Contract

Mr. Clark stated that the committee is awaiting review of a draft of the SAFEbuilt, Inc. contract from the SAFEbuilt, Inc. attorney. Mr. Ebert stated that the representative of SAFEbuilt, Inc. who is reviewing the recommendations of the City of Bay Village on the addendum to the contract is out ill. The working hours are identified in the contract for the Chief Building Official. It is anticipated having the draft of the addendum for Council review in the near future. The ordinance approving renewal of the contract with SAFEbuilt, Inc. will be removed from this evening's Special Council Meeting agenda.

PLANNING, ZONING, PUBLIC BUILDINGS AND GROUNDS COMMITTEE

Mrs. Lieske announced that a Planning, Zoning, Public Buildings and Grounds Committee meeting will be held Monday, May 16, 2016, at 6:30 p.m. Invitations will be extended to Mr. Greytak, Mr. Cheatham, Mr. Ebert and Mr. Thomas, as well as the residents of the Humiston neighborhood that have attended the prior meetings in regard to the grade issue on Sublot No. 10

on Humiston. The committee will be reviewing the latest recommendation regarding the grading. Mr. Ebert will provide copies to the committee. Work will not resume until there has been an opportunity for CT Consulting Engineer Robert Greytak to review recommendations at this public meeting.

PUBLIC IMPROVEMENTS, STREETS, SEWERS AND DRAINAGE COMMITTEE

In the absence of Mr. Henderson, Mr. Clark commented that the Public Improvements, Streets, Sewers and Drainage Committee held a committee meeting on Tuesday, May 3, 2016 regarding two important pending projects in the City of Bay Village: the Bruce/Russell/Douglas Project, and the Sunset Project.

RECREATION AND PARKS IMPROVEMENT COMMITTEE

Mr. Mace reported that the Recreation and Parks Improvement Committee met on Wednesday, May 4, 2016 at 6:30 p.m. in the conference room of Bay Village City Hall. Director Enovitch provided a review of the Bay Village Recreation Department programs. Park improvements currently underway are the signage of Coulton Courts, the tennis courts at the Bradley Road Park, and Mr. Enovitch is looking into shade for the tennis courts as requested by our benefactor. Mr. Mace had asked Safety/Service Director Thomas to inspect the stairs at Columbia Park. Mr. Thomas agrees that touch-up work on jagged edges on the stairs is needed, as well as a complete inspection and repair as needed to make sure the steps are in good repair and not deteriorating because of weather. The Hartman Field has been reconfigured to be more multi-purpose and for maximum use of the lights on the field that were installed last year. The lights are able to be turned on and off remotely by the Recreation Director.

Mr. Clark asked to what extent the steps at Columbia Park pose a hazard to public health and safety. Mr. Thomas stated that as far as the width and depth of the stairs they are fine. The issue is that there are areas that are a little jagged. The Service Department will cut those down so that when people are lifting their feet they won't trip. The area will be cleaned up because over the winter months sand and dirt will accumulate.

Mr. Clark asked if it will be necessary to look at these steps in the future to do a total replacement. Mr. Thomas stated that eventually a total replacement of the steps will be necessary. Mr. Clark noted that the cost of \$100,000 for step replacement has been discussed.

Mr. Tadych commented that the steps were refreshed two years ago and part of the pointed, sharp edges is part of the refreshment where it has chipped off additionally again.

SERVICES, UTILITIES AND EQUIPMENT COMMITTEE

Mr. Tadych will introduce two resolutions this evening, one resolution authorizing the Mayor to enter into cooperative purchasing agreement with the State of Ohio, and the second resolution authorizing the purchase of the vehicles. There are eight sections of vehicle descriptions in the resolution, two are for police vehicles and the remainder for service vehicles. All of the vehicle purchases were included in the 2016 budget.

AUDIENCE COMMENTS

There were no comments from the audience this evening.

MISCELLANEOUS

Finance Director Mahoney stated that they are going out for bid for electric suppliers on Wednesday, May 11, 2016. Information concerning the two companies that are bidding are in the hands of the Law Director. Mrs. Mahoney asked Council to pass it on one reading next Monday, because the window of the bid is only one week or two weeks, and then would have to be rebid, and if it goes to three readings they would be chasing the bid amount. The guess is we could save about \$10,000 per year by changing electric suppliers.

Mr. Clark asked if the current supply contract goes through a certain date. Mr. Thomas stated that it goes through November with First Energy Solutions, however, the company will actually pay the fee which will be \$50 to get out of each one per building. Mrs. Mahoney stated it is about \$1,700. Mr. Thomas stated the \$1,700 would be taken care of and according to our contract it would be legal to do that.

Mr. Clark asked if this is part of the First Energy Solutions aggregation contract we have for residents. Mayor Sutherland stated that this is just applying to city buildings

Mr. Vincent asked the name of the two companies. Mrs. Mahoney stated that the two companies bidding are Direct Energy, and she could not recall the other. But, it is believed that Direct Energy will be the successful bidder.

Mayor Sutherland stated that there is a short time frame from when they strike the price for the City to move.

Mr. Clark asked if this is transmission of electricity as opposed to power supply. Mrs. Mahoney stated that it is just supply.

Mrs. Mahoney asked if it could be placed for passage on the Council agenda on Monday, May 16, 2016. Mayor Sutherland commented that if not, we will be behind the eight ball on this thing all the way along. Mrs. Mahoney will put the results of the bid in the Council packets on Friday, May 13, 2016.

Mr. Clark stated that normally we would do one or two readings, but if Mrs. Mahoney can substantiate that we are going to save money it would make sense to do that. Mr. Clark noted that he would have preferred to know about this before this evening. Mrs. Mahoney stated that they did not know the suppliers. The Mayor stated it came up quickly, they did not feel they had enough information, and it actually started with just one company, and when they pulled all of it together and checked on another company it happened fast.

Committee Meeting of Council
May 9, 2016

Mrs. Lieske asked if Council should pass a resolution authorizing the solicitation of bids, prior to actually seeking bids. Mr. Vincent suggested reviewing it in the Council packets the weekend of May 13, 2016.

Mr. Ebert recommended proceeding.

Mr. Clark asked if a motion was placed on the agenda for Monday, May 16 authorizing the seeking of bids would that still put the City behind the eight ball. Mrs. Mahoney stated she would just tell them to hold off and not get the bids until after the motion.

Mr. Clark suggested letting them know we are fully in favor, but a motion will need to be passed authorizing the seeking of bids in order to do this the right way. Mr. Vincent asked if the savings will be in perpetuity. Mrs. Mahoney stated that it will be for three years.

There being no further discussion, the meeting adjourned at 7:50 p.m.

Dwight Clark, Vice President of Council

Joan Kemper, Clerk of Council



January 8, 2016

The City of Bay Village

Re: Independence Day Celebration fireworks display

To Whom it May Concern;

I wish to thank you, for taking the time to meet with me earlier this month. I truly appreciated the opportunity to discuss with you what I feel Hamburg Fireworks could offer you in the way of a fabulous and fascinating fireworks display for your community's Independence Day Celebration.

Hamburg Fireworks Display Inc. employs only professional licensed fireworks exhibitors, and Ohio registered exhibitor's assistants. We have more than 40 years of experience in the fireworks display business. For the past 34 years, we have conducted and participated, in the **continuing education and training** in the use and safe handling of display fireworks, for Ohio licensed fireworks exhibitors, pyro-technicians and fire officials, as required by the State of Ohio.

Hamburg Fireworks is in the "**fireworks display**," business; we are trained professionals, with a safety rating of 100%. We take great pride in our ability to professionally orchestrate a display that is as safe as it is enjoyable.

I assure you we can provide a fireworks display that will astonish you and your audience with wonder and amazement. Our "**awe inspiring**" fireworks displays will leave your community asking for more, and eager to return next year. Your total contract price includes: a **fireworks display** in accordance with NFPA Standard 1123 and /or 1124, Ohio Revised Code, and the State Fire Marshal's rules and regulations, **10,000,000 dollar certificate of liability insurance**, a **licensed/trained professional fireworks exhibitor and registered exhibitor's assistants**.

Hamburg only buys the **safest and highest quality** of fireworks on the market today. We have built our reputation on our ability to safely display the finest selection of fireworks in the world. Hamburg will provide you with the greatest quantity and assortment of fireworks that your budget and the selected site will allow.

Thank you,

Ken Sprague
President

Hamburg Fireworks Display Inc.



Company / Sponsor

Name

Address

City State Zip

Phone Fax

Email

Contract

Contract entered into this _____ day of _____ A.D. 2016 at _____ (AM/PM) by and between **Hamburg Fireworks Display Inc.** of Lancaster in the county of Fairfield and State of Ohio party of the first part and _____ in the county of _____ in the State of _____ party of the second part, witness to:

The said party of the first part in consideration of the promises and agreements of said party of the second part herein set fourth hereby covenants and agrees to furnish one fireworks display on the agreed date _____ and time _____. The attached sheet describes the items in the display show and presents the total cost of display including insurance. A rain date will be agreeable with both parties, rain date _____. In the event of inclement weather, the display will be rescheduled to a mutually agreed date the party of the second part will secure the extension of the permit from the local authorities. Postponement fees are fifteen (15%) percent of the contract price. Should the party of the second part elect to cancel the display there is a cancellation fee of twenty-five (25%) percent of the contract price. The party of the second part agrees to procure and furnish a suitable place to display the said fireworks in accordance with the current National Fire Protection Association codes 1123, 1124, and 1126. The party of the second part must also furnish police, fire and crowd security persons in securing adequate crowd control, auto parking and proper supervision of the danger zone, as secured by its agents until **Hamburg Fireworks Display Inc.**, advises that the security is no longer necessary. **Hamburg Fireworks Display Inc.**, reserve the right to terminate the display in the event that persons enter the secured danger zone and security is unable or unwilling to enforce the safety regulations.

In consideration where of said party of the second part hereby promises and agrees to pay the sum of _____ for the display show, on or before display date. Upon acceptance of this agreement a sum of which is equal or greater than 50% of total contract amount, will be due. A late fee of two percent (2%) will be charged after 10 days of display date.

Hamburg Fireworks Display Inc., reserves the right to substitute shells of equal or greater value in the event a substitution is necessary.

In witness whereof, the said parties have hereunto set their hands to duplicates here of the day and year above written.

By _____
 On behalf of **Hamburg Fireworks Display Inc.**

By _____
 On behalf of company / Sponsor / Agent

Witness _____



P.O. Box 887
Lancaster, Ohio 43130-0887
 Local: (740) 654-BOOM
 Long Distance: (800) 310 BOOM
 Fax: (740) 654-3325
www.hamburgfireworks.com
 Email: boom@hamburgfireworks.com

ESTIMATE
 Estimate # REV21383
 Date 01/21/2016
 Page 1 of 1

Bill To: City of Bay Village	Ship To: Bay Village, Ohio
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Phone: Fax: Your PO #	Phone: 740-654-2666 Cell: 740-808-2666 Email: kboom@hamburgfireworks.com	Sales Rep: Ken Sprague
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QTY	DESCRIPTION
	EVENT: INDEPENDENCE DAY CELEBRATION DATE: MONDAY, JULY 4, 2016
	<u>"DISPLAY OPENER"</u>
40	2.5" ASSORTED COLOR FINALE SHELLS
40	2.5" SALUTE FINALE SHELLS
	<u>"DISPLAY"</u>
288	3" ASSORTED COLOR, FANCY, SPECIAL SHELLS
110	4" ASSORTED COLOR, FANCY, SPECIAL SHELLS
79	5" ASSORTED COLOR, FANCY, SPECIAL SHELLS
60	6" ASSORTED COLOR, FANCY, SPECIAL SHELLS
10	8" ASSORTED COLOR SHELLS
	<u>"DISPLAY FINALE"</u>
50	2.5" ASSORTED COLOR FINALE SHELLS
40	2.5" SALUTE FINALE SHELLS
60	3" ASSORTED COLOR FINALE SHELLS
60	3" ASSORTED COLOR CRACKLING FINALE SHELL
60	3" ASSORTED COLOR & SALUTE FINALE SHELLS
140	3" SALUTE FINALE SHELLS
60	4" ASSORTED COLOR FINALE SHELLS
15	5" ASSORTED COLOR FINALE SHELLS
9	6" ASSORTED COLOR FINALE SHELLS
2	8" ASSORTED COLOR FINALE SHELLS
	<u>"MISC."</u>
15	E-MATCH 15' OR 5 M
6	30 MINUTE FUSEE
	NOTE: PROPOSAL DOES NOT INCLUDE LOCAL PERMIT FEES

<ul style="list-style-type: none"> TOTAL PRICE INCLUDES: INSURANCE CERTIFICATE, EQUIPMENT, DELIVERY, LICENSED EXHIBITOR AND REGISTERED ASSISTANTS BALANCE DUE ON DISPLAY DATE 2% LATE PAYMENT CHARGE APPLICABLE W/10 DAYS PAST DUE <p style="text-align: center;">We Appreciate Your Business!</p>	Estimate Total \$11,000.00
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Display Date(s):

July 4, 2015

CONTRACT

Show No.

S-46

THIS CONTRACT, prepared on the 3 day of February, 2015, and is by and between **AMERICAN FIREWORKS COMPANY**, Hudson, Ohio, as DISPLAY COMPANY and

CITY OF BAY VILLAGE, OHIO, as CLIENT.

WITNESSETH: In consideration of the parties mutual covenants and the terms and conditions all of which are hereinafter stated in this contract, the DISPLAY COMPANY and CLIENT agree as follows:

DISPLAY COMPANY agrees to provide, deliver and display to and for the benefit of CLIENT a certain fireworks show along with operators to fire the display(s). DISPLAY COMPANY shall be responsible for any and all wages, expenses and workers compensation for any and all persons employed by DISPLAY COMPANY and will provide to the CLIENT public liability and property damage insurance in the amount of **\$10,000,000.00** combined single limit, and will add as additional insured the sponsor of the project, the property owner of the location, any property owner in the fallout zone, and any municipality where the shoot is being performed in or any municipality that requests additional insured status, same having been approved and accepted by CLIENT for providing a fireworks display service at:

CAHOON MEMORIAL PARK, 303 CAHOON ROAD, BAY VILLAGE, OHIO

on the following date(s):

SATURDAY, JULY 4, 2015

circumstances permitting. It is understood and agreed that the DISPLAY COMPANY's chief on site pyrotechnician shall make the final determination if the conditions are conducive for a safe and proper fireworks display. In the event that inclement weather or other cause beyond the control of DISPLAY COMPANY should prevent the display on the day(s) above mentioned, the display will then be held on **SUNDAY, JULY 5, 2015**.

CLIENT agrees to pay DISPLAY COMPANY for said fireworks display(s) thereof, the sum of:

ELEVEN THOUSAND DOLLARS (\$11,000.00)

This contract must be executed within thirty (30) days from date DISPLAY COMPANY signed at bottom of second page. If CLIENT does not return the signed contract within thirty (30) days of that date, this contract will be void and a new contract will need to be negotiated. CLIENT agrees to pay the deposit of **FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00)**, which is Fifty Percent (50%) of the total agreed price, by check made payable to AMERICAN FIREWORKS COMPANY by **April 1, 2015**. CLIENT shall pay the balance of said display(s) upon receipt of invoice after the fireworks display(s), by check made payable to AMERICAN FIREWORKS COMPANY.

CLIENT agrees to provide security to prevent spectators or other unauthorized persons in any area designated by the DISPLAY COMPANY. DISPLAY COMPANY shall provide a detailed site plan to the CLIENT and shall designate the areas where spectators and/or unauthorized persons are prohibited prior to the conducting of the fireworks display(s). The CLIENT shall also provide sufficient security protection for the fireworks and equipment owned by the DISPLAY COMPANY prior to and after the fireworks display(s). The DISPLAY COMPANY shall be responsible for an inspection of the display area and fall out zone for debris and other items related to the fireworks display. The CLIENT shall be responsible for cleanup of any and all refuse attributable to those persons at the fireworks display such as spectators, guests (whether invited or not). Additionally, CLIENT shall assume the liability and pay for any

and all claims, demands, damages or any other request for reimbursement by any person, firm or entity for any damage as a result of the CLIENT's failure to provide proper security for the fireworks display site.

DISPLAY COMPANY will thoroughly inspect the display firing site after completion of the display to ensure that the park grounds are free of any malfunctioning pyrotechnic devices.

CLIENT shall be responsible for all permit fees and fire watch fees necessary to conduct fireworks display. DISPLAY COMPANY shall prepare and secure all permits associated with the fireworks display.

Any alteration or modification to this contract shall be in writing as agreed by the parties. Nothing in this Contract shall be construed or interpreted to mean a partnership, joint venture or employer/employee relationship between the parties hereto; each of the parties hereto being responsible for its or his separate and individual acts, debts and obligations.

It is understood and agreed that the fireworks display herein contracted for by the CLIENT is created particularly for and on account of said contract and specially produced, designed and assembled by DISPLAY COMPANY at the request of CLIENT. As a result, it is agreed to by the parties that the CLIENT may only terminate this contract by giving at least sixty (60) days written notice of cancellation prior to the display date(s). In the event that the CLIENT shall provide cancellation of the contract within the above stated time, the CLIENT shall be responsible for, and shall pay to DISPLAY COMPANY the amount of fifty percent (50%) of the agreed price. In the event that cancellation of the event and/or contract for fireworks display is less than sixty (60) days prior to the event, the CLIENT shall pay to the DISPLAY COMPANY the entire agreed price.

This contract shall be binding upon and insure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. This contract is not binding if DISPLAY COMPANY is restricted in any manner due to local, state or federal regulations. The person signing this contract on behalf of the CLIENT hereby represents that they have the legal authority to bind and contract for the CLIENT. In the event that there is a breach of this contract, the DISPLAY COMPANY shall be entitled to all damages herein, including reasonable attorney fees.

IN WITNESS WHEREOF, the parties have hereunto set their hand in duplicate the day and year first written on Page One of this contract.

AMERICAN FIREWORKS COMPANY - DISPLAY COMPANY

CITY OF BAY VILLAGE, OHIO - CLIENT



NANCY J. SORGI, President

2-3-15



SIGNATURE OF TITLE/AGENT

Robert Mahoney 5-27-15
PRINTED NAME DATE
Director of Finance

ORDINANCE NO.
INTRODUCED BY:

AN ORDINANCE
AMENDING CHAPTER 1351 “DETERMINATION OF GRADE LINES”

BE IT ORDAINED by the Council of the City of Bay Village, Ohio:

SECTION 1. That the Codified Ordinances of the City of Bay Village are hereby Amended by enacting revised Chapter 1351 to read as follows:

CHAPTER 1351
Determination of Grade Lines

- 1351.01** Natural grade and finished grade defined.
- 1351.02** Fee for determining grades.
- 1351.03** Grade lines.
- 1351.04** Director of Public Service and Properties to establish grades.
- 1351.05** Grade line permits.
- 1351.06** Drainage of surface water.
- 1351.07** Positive drainage to be provided; nuisances abated.
- 1351.08** Drainage protection to adjoining lots.
- 1351.99** Penalty.

1351.01 NATURAL GRADE AND FINISHED GRADE DEFINED.

For the purposes of this chapter the following terms, phrases, words and their derivatives shall have the meaning given in this section:

- (a) “Natural grade” is the elevation of the undisturbed natural surface of the ground.
- (b) “Finished grade” is the elevation of the finished surface, in its slope in reference to a horizontal plane of the ground adjoining any structure.

(Ord. 01-24. Passed 3-5-01.)

1351.02 FEE FOR DETERMINING GRADES.

No person shall be issued a building permit for any new structure whatsoever until a fifty-five dollar (\$55.00) fee is paid to the Building Director to cover costs in determining, reviewing or ~~and~~ fixing grades.

~~(Ord. 01-24. Passed 3-5-01.)~~

1351.03 GRADE LINES.

No building permit shall be issued until grade lines have been determined or reviewed by the Director of Public Service and Properties and established and indicated on the plans submitted; provided, however, no grade line permit shall be necessary nor shall a fee be charged therefor when the work called for in the application for a building permit either (i) consists entirely of interior work to an existing structure; or (ii) consists of exterior work to an existing structure or the construction of a building accessory to an existing main use when, in the opinion of the Director of Public Service and Properties, such work does not require the setting of a grade line different from the grade line already established.

~~(Ord. 01-24. Passed 3-5-01.)~~

1351.04 DIRECTOR OF PUBLIC SERVICE AND PROPERTIES TO ESTABLISH GRADES.

(a) The Director of Public Service and Properties shall be charged with the duty and final determination of natural grade lines and shall review or establish grade lines for all streets, sidewalks, boulevard, sanitary and storm sewers and structures of every kind and description.

~~(b) The Director of Public Service and Properties shall be responsible for performing an inspection of the finished foundation to determine compliance with ground grade prior to framing. (Ord. 01-24. Passed 3-5-01.)~~ Prior to requesting a footer inspection and Certificate of Occupancy, the builder or owner shall request verification of the bottom of footer elevation and finished ground grade, to be certified by the City's engineer that the grade complies with the submitted plot plan.

~~(c) All grade sheet/plot plans shall be based on the natural grade found on the existing lot and shall remain consistent with the grade on adjoining lots. Finished grade at the foundation of new structures shall not be set in excess of 6" higher than the highest elevation existing at the lot lines on adjoining lots. If existing grades of adjoining lots are at different elevations, grade for subject lot will be set at the average height of the adjoining lots. Any changes to approved grade plan must be submitted for review prior to commencing construction. Exceptions will be made in extreme situations if surface run-off can be maintained on this lot and conveyed to the storm sewer or natural watercourse, without creating a nuisance per 1351.08.~~

~~The required plot plans shall show natural grade elevations along property lines at 25' intervals, location of all structures and corresponding elevations of its foundation components, yard drain locations, swales and drainage direction lines. In the case of minor subdivisions, drainage plans, for all lots, must be submitted and reviewed prior to issuance of a building permit for any of the lots.~~

~~Final finished grade shall comply with 1351.06, 1351.07 and 1351.08.~~

1351.05 GRADE LINE PERMITS.

(a) Permit Required. A grade line permit must be obtained from the Building Director by any person before said person or another, (i) begins construction of a new sidewalk, curb, curb-cut, driveway or driveway apron, or (ii) before any existing sidewalk, curb-cut, driveway or driveway apron is altered or repaired, where, as a result of such alteration or repair, the grade line as set by the City, or the existing grade line where no grade line has been set, will be changed.

(b) Application. An applicant for a permit hereunder shall file with the Building Director an application showing:

- (1) Name and address of the owner;
- (2) Name and address of the party doing the work;
- (3) Location of the work area;
- (4) Attached plans showing details of the proposed alteration;

(5) Such other information as the Building Director shall find reasonably necessary to the determination of whether a permit should be issued hereunder.

(c) Issuance. Such permit shall be issued upon the filing of the application required in subsection (b) above and the payment of a fee of fifty-five dollars (\$55.00), and the determination of the Director of Public Service and Properties as to the proper grade line. (Ord. 01-24. Passed 3-5-01.)

1351.06 DRAINAGE OF SURFACE WATER.

(a) Whenever the surface of a lot or plot, or portion thereof, is excavated, filled, graded or hard-surfaced with impervious material, positive drainage shall be provided so that a nuisance will not be created.

(b) Catch basins properly connected to storm sewer or other approved provisions, such as underdrains, shall be made where water may pocket, to preclude the accumulation of surface water.

(c) Existing natural ground drainage of the ground area surrounding the lot or plot excavated, filled or graded shall not be impeded.

(d) Surface water shall not be drained onto adjacent properties. ~~not in the same ownership without written permission from the owner of the adjacent property.~~

(e) When a lot or section of ground is graded, it shall be incumbent upon the owner of such lot to provide that the lot is graded to the natural grade of the lots adjoining such lot, on both sides, and to the lot in the rear of such lot and, in such a manner, that surface water does not drain onto the aforesaid adjoining lots or lands.

~~(Ord. 01-24. Passed 3-5-01.)~~

1351.07 POSITIVE DRAINAGE TO BE PROVIDED; NUISANCES ABATED.

No condition shall be created nor any existing condition maintained whereby there will be upon any lot or plot excavations, depressions, pits, holes, gullies or similar depressions which may accumulate and retain surface water and which may become a public hazard or nuisance. Any such condition shall be properly abated and protected by filling or by providing positive drainage.

(Ord. 01-24. Passed 3-5-01.)

1351.08 DRAINAGE PROTECTION TO ADJOINING LOTS.

When it is found necessary to grade a lot higher or lower finished grade than the natural grade of adjoining property on the sides and to the rear of such lot, it shall be incumbent upon the owner of the lot to get permission from the Director of Public Service and Properties to change to a higher or lower finished grade. It shall be further incumbent upon the owner of the lot to provide suitable retaining walls or other approved protection on his property to protect the adjacent property from the drainage of surface and sub-surface waters and further to protect the adjacent property from caving of earth and to assist in the maintaining of the existing natural grade of such adjacent property.

(Ord. 01-24. Passed 3-5-01.)

1351.99 PENALTY.

(a) Whoever violates any provisions of this chapter or fails to conform to the grade line set or reviewed by the Director of Public Service and Properties shall be deemed guilty of a ~~minor~~ fourth degree misdemeanor.

(b) Each day such violation is committed or permitted to continue shall constitute a separate offense. (~~Ord. 01-24. Passed 3-5-01.~~)

SECTION 2. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.

SECTION 3. That this ordinance will be in full force and take effect at the earliest time permitted by law.

PASSED:

PRESIDENT OF COUNCIL

CLERK

MAYOR

Joan Kemper

From: Renee Mahoney
Sent: Monday, May 09, 2016 8:17 PM
To: Deborah Sutherland; Gary Ebert; pkoomar@gmail.com
Cc: Joan Kemper; Lorree Lewis; Scott Thomas
Subject: Motion to bid for electric supplier

Please may I have a motion on the May 16 meeting to go out for bid for electric suppliers? It is estimated the City could save up to \$10,000 a year in bidding out his service.

Thank you,

Renee

Darrell Johnson

From: <contracts.purchasing@dot.ohio.gov>
Date: Tuesday, May 03, 2016 6:54 PM
To: <contracts.purchasing@dot.ohio.gov>
Attach: Mandatory Resolution for 018-17 Winter Road Salt Contract.doc
Subject: ODOT WINTER ROAD SALT CONTRACT (018-17) PARTICIPATION INFORMATION

Dear Political Subdivisions,

The Department will begin accepting electronic forms and resolutions for the ODOT winter salt contract (018-17) participation through the ODOT website beginning Monday, May 9th. **Do not try and submit any information on the website prior to Monday, May 9th.** We will not receive it and the website will not be up and running until May 9th. This is the link to our homepage where this year's road salt website and participation form will be posted to on Monday, May 9th:

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/Purchase.aspx>.

The information you will need regarding the contract details (e.g. 90% minimum, effective dates, payment terms, etc.) are located in the attached document. **NOTE: This year you must get the attached document filled out, signed by your governing board/body, and submitted along with the electronic form on the website.** While we understand you all have different templates you use for Resolutions/Ordinances, you can use your own template provided it contains the EXACT language contained in the attached document on top of whatever language you would typically include. Resolutions/Ordinances not containing the required language will be rejected and your tonnages will not be included in the Department's bidding opportunity. As this contract is unique from the typical cooperative purchasing program, we are requiring each Political Subdivision execute a salt-specific resolution/ordinance this year that contains the total tonnage requested by each of you. This salt-specific resolution with tonnages included will help us avoid and catch issues with people accidentally entering the wrong tonnages through the electronic form on the website (this happened in many instances last year unfortunately).

The min/max levels are the same as last year in that you must purchase 90% of your requested salt quantities with the ability to purchase up to 110% of your requested quantities. Please know that we do not know what the salt prices will be. We will take all of your requested salt quantities (and ODOT's) and put them out for bid in an effort to aggregate quantities and achieve better bid pricing for the State.

*** The deadline to submit your electronic form AND signed salt-specific Resolution/Ordinance through the website will be Friday, May 27th.** Please know that we cannot be very flexible on this May 27th deadline, so if for some reason you are 100% unable to meet this deadline please let us know via email.

While we understand each of you sometimes have questions about salt, bidding process, participation process, and any unique circumstances, **we respectfully request that you please submit all questions and inquiries through the Contracts.Purchasing@dot.ohio.gov email address.** Right now we are operating with just myself and Jim Schurch in the purchasing office. With the influx of calls/voicemails we get regarding salt every year, it will be obviously difficult for us to keep up with our day-to-day duties on top of all salt questions and inquiries. Therefore, Jim and myself will set-aside time every day to answer any emails we have received regarding salt. If for some reason you do need to speak to either myself or Jim over the phone, please email us indicating so and we will give you a call back within 1 business day. We greatly appreciate your understanding and assistance with us on this matter.

As always, we appreciate your participation in the cooperative program and hope to get you all some good salt prices this year!

**RESOLUTION AUTHORIZING PARTICIPATION
IN THE ODOT WINTER CONTRACT (018-17) FOR ROAD SALT**

WHEREAS, the **(INSERT POLITICAL SUBDIVISION NAME, COUNTY LOCATION)** (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual winter road salt bid (018-17) in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT winter road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the winter road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the winter road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and
- c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT winter road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision’s participation in the winter road salt contract; and
- d. The Political Subdivision hereby requests through this participation agreement a total of **(INSERT TOTAL NUMBER OF TONS REQUESTED)** tons of Sodium Chloride (Road Salt) of which the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
- e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract’s effective period of October 1, 2016 through March 31, 2017; and
- f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT winter salt contract; and
- g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Wednesday, June 1, 2016. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision’s participation agreement and/or a Political Subdivision’s request to rescind its participation agreement.

NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT winter road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT winter salt contract:

_____ (Authorized Signature) _____ Approval Date
_____ (Authorized Signature) _____ Approval Date

**THIS RESOLUTION MUST BE UPLOADED TO THE WINTER SALT PARTICIPATION WEBSITE
BY NO LATER THAN FRIDAY, MAY 27, 2016.**

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.