AGENDA

Agenda, Bay Village City Council
Committee Meeting
Conference Room, Bay Village City Hall
Dwight A. Clark, President of Council, Presiding

Date: February 26, 2018
Time: 7:30 p.m.

ANNOUNCEMENTS

Liberty Development Project.

COMMITTEE OF THE WHOLE

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Mace

Overnight Parking Fees Penalty Amendment.

Submerged Land Lease – Kevin and Amy Davey, 26960 Lake Road.

McKeon Education Group Contract Renewal.

FINANCE & CLAIMS COMMITTEE-Tadych

Amendment to Resolutions 04-153 and 10-123 – Travel Expense.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier

C.O. 1373.01 Storage in Front of Building Line.

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-Stainbrook

Bid Review for Materials for 2018 Road Maintenance Program.

Municipal Bridge Project Application for the Queenswood Drive Bridge.

Municipal Bridge Project Application for the Ashton Lane Bridge.

RECREATION & PARKS IMPROVEMENT COMMITTEE- Winzig

Bradley Road Park Tennis Courts (Coulton Courts).

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-DeGeorge

Northeast Ohio Public Energy Council (“NOPEC”) Energized Community Grant(s).

AUDIENCE

MISCELLANEOUS
CAHOON MEMORIAL PARK TRUSTEES

Request for approval for use of Cahoon Memorial Park for Project Pedal, hosted by the Village Project, on Saturday, June 16, 2018, as part of Destination Bay.
City of Bay Village

Council Minutes, Committee Session February 12, 2018
Dwight A. Clark, President of Council, presiding Conference Room 7:30 p.m.

Present: Clark, DeGeorge, Mace, Maier, Stainbrook, Tadych, Winzig, Mayor Koomar

Also Present: Finance Director Mahoney, Director of Public Service and Properties Liskovec, Recreation Director Enovitch, Community Services Director Selig, Administrative Project Leader Kerber, Chief Building Official Vogel (SAFEbuilt, Inc.).

AUDIENCE

The following members of the audience signed in this evening: Tom Kelly, Tom Bell, Noah Rayne, Claire Banasiak, Jeff Gallatin, Tara Wendell.

President of Council Clark called the meeting called to order in the Conference Room of Bay Village City Hall at 7:30 p.m.

COMMITTEE OF THE WHOLE

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Mace

Overnight Parking Fees Penalty Amendment.

Mr. Clark stated that the penalty amendment for overnight parking fees was discussed at the Council Committee meeting on February 5, 2018. There was some question about giving sole discretion to the Mayor and Police Chief to allow changes in the penalty. At the request of Council, a revised draft was prepared and has been furnished to City Council.

Mr. Mace stated that he did communicate with the Police Chief and suggested that there be a statement that the cost of the alternate means of payment should not exceed the cost of the fine, and likewise that the alternate means of payment should be reasonably in line with the actual fine.

Mr. Winzig asked if the words “Council be notified” mean that Council would vote or merely receive notification. Mr. Winzig was informed that Council would not have to vote on the fine, but would receive notification.

Mr. Winzig also noted that the ordinance does not have an end date for the policy. He asked if it is for perpetuity, during the holiday period, or open-ended. Mr. Winzig stated that he would like to clean up the language.

Mrs. Stainbrook stated that the words “from time to time” do not seem legislatively appropriate.
Kathryn Kerber, Administrative Project Leader, stated that the ordinance was revised today and it does now include the provision about not exceeding the original fine. Ms. Kerber gave the revision to Law Director Ebert who will distribute it to Council.

Mayor Koomar stated that he does not care if Council wants to do this on a temporary basis. The Police Chief brought it forward as a goodwill gesture during the holidays. The Mayor is open to any of those possibilities.

Mr. Clark stated that there could be a sunset clause expiring the provision at the end of the year which would enable review of the program. A new ordinance could be passed at the beginning of 2019.

Mrs. Stainbrook stated that in talking about the holidays, it also made her think about the Fourth of July and other holidays.

Mr. Clark stated that the ordinance is well-intentioned, and if tightened up could be placed on first reading at the end of the month.

Mrs. DeGeorge stated that when Chief Spaetzel brought up the ordinance he stated that this idea came up through a community engagement group. Mrs. DeGeorge asked for further clarification.

Mr. Mace stated that Chief Spaetzel was referring to his initiative towards community engagement. He is trying to do more programs to be more engaged with the community. Mayor Koomar stated that is his understanding, and he is not sure if that came up with discussions with some of the non-profits.

Mr. Clark stated that part of the challenge in previous years was the Chief felt the City did not have adequate manpower in the Police Department to be able to do civic and community engagement. Now that the Police Department is fully staffed and has full and part time dispatchers, they have the time and Mr. Clark welcomes the outreach.

Notification of transfer of Liquor License – Bay Food Mart, 27340 West Oviatt Road.

Mr. Mace will make a motion not to request a hearing on the application of Bay Food Mart, 27340 West Oviatt Road for a transfer of the liquor license. Police Chief Spaetzel has sent notification that he does not feel that a hearing is necessary.

FINANCE & CLAIMS COMMITTEE-Tadych

2018 Capital Budget

Mr. Tadych advised that the Finance Committee reviewed the Capital Budget this evening and they are ready to move forward with the vote this evening at the Special Meeting of Council. The Capital Budget is being increased by $9,058.00, not a significant number, but they are trying to keep the numbers close to what they should be and not over-estimate. The General Capital
Committee Meeting of Council  
February 12, 2018

Improvement Fund set up as Fund No. 400 is new and will be on third reading and vote this evening.

Mr. Tadych reported that the Finance Committee also reviewed the January 2018 Financial Reports at the Finance Committee meeting this evening.

Mr. Clark stated that he appreciates the good work the administration has done and with Mr. Tadych’s leadership and the new members of the Finance Committee overseeing this and going through the process, it is certainly a lot more seamless than it has been in previous years. Mr. Clark noted that the Capital Budget does eliminate one of his pet peeves through the years. When borrowing for annual equipment purchases we would be closing the note issue in June, have the money outstanding, but may not spend it for six to twelve months later. By funding our equipment needs in the coming year with our own funds that will be eliminated to a large degree.

Mr. Mace asked if there will be money in the General Capital Improvement Fund 400. Mrs. Mahoney stated that the only money will be the debt proceeds for 2018. The only things expensed out of the fund in 2018 will be the road program and the Lake Road Sewer.

Mr. Winzig asked if there are any carry over projects to be tracked in that line, or will they stay where they were in 2017. Mrs. Mahoney stated that the 2017 projects all closed out.

Ordinances Nos. 18-05 and 18-06 will be subject to third reading and adoption this evening.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier

Request for Temporary Banner, 120” x 30”, for The Ivory Aisle Bridal Boutique, 27209 Wolf Road, for a period of 90 days.

Ms. Maier reviewed the request for the temporary banner for the Ivory Aisle Bridal Boutique. Mr. Clark noted that this is a refinement of the original request for 180 days. Mr. Tadych noted that a similar request was approved in the past for Marco’s Pizza.

Mr. Tom Bell, the owner of the building to be occupied by The Ivory Aisle Bridal Boutique, introduced himself stating that he is present on behalf of the business owner. Mr. Bell stated that the owner has scheduled the date of March 10, 2018 for the grand opening of the boutique. The owner is not a resident of Bay Village, but has been shopping for a location for approximately six months with the help of a broker.

Mayor Koomar stated that he spoke with the owner, Krysta Franz, and she has a number of years of experience in wedding planning and also spent several years working for private boutiques.

Mr. Tadych offered his congratulations to Mr. Bell on the way the building looks. Mr. Bell stated that they are happy to blend in and they look forward to the positive change in the corner when the business opens.

Mr. Bell was thanked for his presence this evening.
Committee Meeting of Council  
February 12, 2018 

C.O. 1373.01 Storage in Front of Building Line.

Ms. Maier stated that an amendment to C.O. 1373.01, Storage in Front of Building Line, deals with storage in front of building lines for campers and boat trailers. Amending the language in the ordinance would give more explanation to the code. Mayor Koomar stated that he spoke with Law Director Ebert about the ordinance today and he is hopeful to refer the code to the Planning, Zoning, Public Buildings and Grounds Committee for further research and discussion. While we usually think of a large boat when considering this legislation, we do have a number of residents that might have a smaller trailer with one Jet-Ski or a variety of things that are trailered around that are smaller in scale. These matters are going to arise through property maintenance issues so it is better to have the Planning Committee review the legislation for discussion, consideration, and recommendation to the Committee of the Whole.

Mr. Winzig asked if the residents on Lake Road that do not have a rear yard receive a variance. Mr. Clark stated that the current ordinance states that there has to be a 100 ft. setback to be able to store in front. The 100 ft. setback takes the equipment out of the sight line. There will be many of these storage situations around Bay Village, and we will not have an answer to these until Council receives input from the Planning, Zoning, Public Buildings and Grounds Committee.

Mr. Winzig asked if this is in response to the request of Jack Norton, Chairman of the Board of Zoning Appeals, at the Council Planning Session, for Council to review the existing ordinance.

Mayor Koomar stated that from a Board of Zoning Appeals perspective, there are many things that come forward for variances and Mr. Norton sees this as a potential item to come before them and they want to treat it consistently.

Mr. Tadych noted that there have been previous issues.

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE- 
Stainbrook

2018 Road Resurfacing Program.

Mrs. Stainbrook stated that Director of Public Service and Properties Liskovec has provided a great deal of information for Council regarding the 2018 road program. Mr. Liskovec addressed Council explaining that the diagram provided to Council lays out what the base bid will be based on the Five Year Maintenance Program. Alternate areas for bidding are also shown on the map to provide for the ability to include all of the possibilities up front with the contractor to obtain the best price for the work and to allow the City to do as much work as possible close to the budget number for the program.

Mayor Koomar stated that they try to pick areas that are in need of paving. Some of the sections are larger and smaller because of selecting different options to fit into the budget. The alternates allow the ability to do more work without remobilizing at an additional cost and delay in time.
Mrs. Stainbrook noted that this method allows flexibility and is good planning.

Mayor Koomar stated that the section of Cahoon Road between Lake Road and Wolf Road is not included as an alternate this year because that section will be the detour during Lake Road construction and there will be construction vehicles in the area. That area of Cahoon Road will be revisited in 2020.

The Mayor commented further that in reviewing the Master Plan what will be there in terms of parking or cycling to accommodate the soccer club on Saturdays will require more consideration. The thought is to go through some of the planning process and the connectivity study before paving that section of Cahoon Road. Patching will be done there this year.

Mrs. Stainbrook asked if the unit price per linear foot fluctuated much over the last three years. Mr. Liskovec stated that it does fluctuate because asphalt is tied highly to the price of crude oil. The price shown on Mr. Liskovec’s documents is the five year average price based on two inch overlays. There are some three inch overlays and those prices per linear foot may be different than the price shown for the streets in the 2018 program. The price per linear foot shown is an estimation of where the price might fall. The price shown now is the anticipated price for the time when it goes out to bid and where the markets fall at that time.

Mrs. Stainbrook confirmed with Mr. Liskovec that the $700,000 for the program is being maximized with all of the different combinations of work shown on the map.

Mrs. Stainbrook asked if normal life for side-street repaving is approximately fifteen years.

Mr. Liskovec stated that a one-inch overlay will last for five to ten years, depending on traffic. That is where the formulation was derived for doing these roads at an approximate twenty-year interval. Some roads may have underlying issues that speed up the deterioration process, as noticed this year on Midland Road where base repair was required.

Mrs. Stainbrook asked if Alternates Nos. 1 through 4 shown on the map are by priority. Mr. Liskovec stated that those are all areas they feel have merit and different sizes are chosen to fit the numbers as close to the budget number as possible.

Mayor Koomar stated that he has a long history of these programs when asphalt prices were lower. A year was skipped in the past for the roads program when the Wolf/Cahoon Road Sanitary Line was replaced. The program caught up and got ahead of the curve because of lower asphalt prices and the work was getting accomplished through the City on a basis of less than twenty years for city-wide coverage. We reached the point where we could take off two years and plug in other projects. Now the asphalt prices have gone up consistently, so the program will be watched to see what the plan is going forward. Special Projects Coordinator Jim Sears is coming in on Tuesday, February 13, 2018 to do some work for the City, and he will be consulted. The Mayor thought that the city was covered by repaving more in the seventeen year range.
Mrs. Stainbrook stated that twenty years feels like a long span of time. Mayor Koomar stated that looking at some other costs and work that will have to be done on Lake Road between Columbia and the Rocky River line, it is thought that a five-year average of costs is a good rolling average. Going back to where the asphalt prices were twelve years ago does not help now.

Mrs. DeGeorge stated that she understands the routine of going through the streets, but these base bid streets are not necessarily the worse streets in the city, is that correct? Mr. Liskovec stated that when they did the preparation book for 2016, 2017, 2018, 2019 and 2020, those were the worst streets. That is how they were rated and categorized at that point in time. Is it to say that potentially some street has deteriorated a little quicker than others? It is possible, but we are trying to do as part of the process to make things more efficient and cost effective, is if you can lump sections together as opposed to doing a street here or a street there, it becomes more cost effective. The contractor can keep everything in one spot. Granted, there are a couple of alternates, but the bulk of the work stays in one spot. This is the process we will be doing and we have actually started, but over the next month or so is adding the next years, taking 2016 and 2017 out of the book and projecting out two or three more years and looking at the different streets, going through and evaluating paving conditions and updating the pavement book. Mr. Sears had put together a very thorough map of the City and rated each section of street and that is how we derived where we are now.

Mayor Koomar stated that as things change it is hard to do that analysis every year and group it together to get the price. Regrouping is part of what we do and if there is a section of streets that have changed and get moved up on the scale then we will reprioritize. Something scheduled for next year could move down to two years from now.

Mr. Mace asked if the Sewer Department films the streets routinely before paving, given the experience on Osborn Road last year, Mr. Liskovec stated that is the plan. As the weather permits, the Sewer Department will film the roads on this year’s repaving program.

Mayor Koomar stated that the Sewer Supervisors go through in advance of the overlay and flush the storm and sanitary lines and film each of the lines. The Osborn Road sewer is one that was uncovered as part of that program. The Sewer Department crew will take a look at some of the laterals that are connections for the residential properties to see if there are any problems there while going through each section. If there are problems, they will leave a packet of information on the door of the residence for the homeowner to contact the Service Department. This will enable the homeowner to take a proactive step on keeping their basement from flooding. The Mayor has asked the Sewer Department to be well in advance of the repaving, a number of months out, so the area is filmed in advance of the next year. If there is a sewer project it can be done before the overlay paving.

Mr. Tadych stated that several people on Normandy Road last year appreciated the efforts of the Sewer Department when they advised the property owners to check their sewers. Mayor Koomar noted that a visual of a cracked line can be taken to a plumber to receive a quotation with clear documentation of what needs to be done.
2018 Crack Seal Program and 2018 Road Striping Program
Mr. Liskovec stated that a base bid product will be put together this year trying to get as close as possible to the budget amount. The roads listed in the information provided to Council will be done in a way to utilize the funds set aside in the budget. A submittal was made to the County Reimbursement Program for Road Maintenance and the City of Bay Village was approved this year for $28,000 of materials. A significant amount of patching will be done on Bradley Road. Mr. Liskovec is trying to get these three Road Maintenance Programs out early, getting the crack sealing done as well as repairs on the main thoroughfares. Striping will follow for fresh lines on the street. By getting the crack sealing done on an early basis, they will know for sure, based on the final contract amount, how much repairs will be done on the streets, capitalizing on the money requested from the county.

RECREATION & PARKS IMPROVEMENT COMMITTEE- Winzig

Mr. Winzig stated that a request will be made to have a Parks and Recreation Commission meeting on Wednesday, February 21, 2018 at the Bayway Cabin.

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-DeGeorge

Mrs. DeGeorge had no report this evening.

AUDIENCE

There were no comments from the audience this evening.

MISCELLANEOUS

Mr. Clark stated that in the past the administration put together some task forces to work on special projects such as the Aquatic Center and the Police Station. Mr. Clark and Mayor Koomar feel that it appropriate to get together three folks on Council to look at and oversee the library project going forward.

Library Project Task Force

The committee members of the Library Project will be as follows:

Councilwoman Nancy Stainbrook, Public Improvements, Streets, Sewers and Drainage Committee

Councilman Pete Winzig, Recreation and Parks Improvement Committee

Councilwoman Sara Byrnes Maier, Planning, Zoning, Public Buildings and Grounds Committee

Mayor Koomar commented that it is always good to have collaboration on a project and representation from both branches of government. In the past different committee heads have been pulled in to projects for discussion and review.
Mr. Mace asked Mr. Bell about the renovations to the building that will be the new home of the Ivory Aisle Bridal Boutique. There was a softening of the corner towards Vivid Jewelers. Mr. Bell explained that this is actually the way the building was built. The radius is unique, and Mr. Bell has taken the brick back to the original brick. Mr. Bell was complimented on the way the building looks now that it has been renovated. He noted that it was originally built as an East Ohio Gas building, stand-alone, built long before Bay Square Shopping Center.

The meeting adjourned at 8:05 p.m.
ORDINANCE NO.
INTRODUCED BY:

AN ORDINANCE
AMENDING SECTION 351.99 OF THE CODIFIED ORDINANCES OF THE CITY OF BAY VILLAGE REGARDING PENALTIES FOR OVERNIGHT PARKING, AND DECLARING AN EMERGENCY

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

SECTION 1. That the following subsection (c) is hereby added to Codified Ordinance Section 351.99:

351.99 - Penalty; waiver.

   (c) The penalty for violation of Section 351.15 may be modified from time to time by the Mayor or the Director of Public Safety in their sole discretion for up to 90 days, provided they notify Council of the modification before it goes into effect. The cost of any alternative means of paying the parking fine shall not exceed the actual fine. The intent of this provision is to allow for the collection of charitable donations in lieu of all or part of the fine.

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 is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, wherefore this ordinance 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

021218 kek
Joan Kemper

From: jschilens@aol.com
Sent: Wednesday, February 14, 2018 10:30 AM
To: Joan Kemper
Subject: Re: Submerged Land Lease
Attachments: scan.pdf

Joan,

The ODNR is requesting revisions to the resolution for the Davey project. In the first section (see the highlighted part of the attached) please remove the detailed description of the proposed project, instead describe the project as "proposed shoreline structure and other shoreline improvements". Let me know if you have any questions.

Thank you,

Robert Slater

For:

James A. Schilens
Schilens & Associates
27330 Center Ridge Road
Westlake, Ohio 44145

Ph. 440-899-1840
Fax 440-899-0930

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RESOLUTION NO. 17-75
INTRODUCED BY: Mrs. Leake

A RESOLUTION

APPROVING USE BY KEVIN AND AMY DAVEY OF
SUBMERGED LANDS OF LAKE ERIE FOR SHORELINE IMPROVEMENTS,
AND DECLARING AN EMERGENCY.

WHEREAS, Kevin and Amy Davey, 26960 Lake Road, Bay Village, Ohio 44140, will
be in need of a lease with the Ohio Department of Natural Resources for use of submerged lands
to construct a $25,000 senior safety improvement for their home with Ohio contracted for
maintenance along the shoreline and

WHEREAS, said improvements will take place in submerged lands of Lake Erie, which
is under the jurisdiction of the State of Ohio and Cuyahoga County, Ohio; and

WHEREAS, it is determined by the Council of the City of Bay Village, Ohio, pursuant to
ORC §1505.11 (B) that the City of Bay Village has no need for said designated parcel of
submerged lands for any planned use such as piers or docks, nor any other contemplated use for
such submerged lands, and further has no objection to said use and does hereby approve said use
of the submerged lands for the purpose herein stated;

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

SECTION 1. That Kevin and Amy Davey be permitted to proceed with such construction
as requested on said submerged lands, subject to any other necessary approvals, and pursuant to a
lease to be executed for and in consideration as will be hereinafter determined by the State of Ohio.

SECTION 2. The Council of the City of Bay Village through its action on the submerged
land lease resolution, has considered only the needs of the City for the future use of the land and
water involved in the request and has not reviewed the impact of said lease on the landowners
which adjoin or abut the property involved in the lease application. This impact should be
expressed to the Ohio Department of Natural Resources or through the public hearing process held
by that office on the submerged land lease application.

SECTION 3. That this Council finds and determines that all formal actions of this
Council concerning and relating to the passage of this resolution 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 4. 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, whereupon this resolution shall be in full force
and take effect immediately upon its passage and approval by the Mayor.
OVERVIEW

1. Action Requested
Renew the Bay Family Service contract with McKeon Education Group (MEG) for the academic year 2018-2019.

2. Previous Action
This is a contact renewal. We have been successfully working with MEG for several years.

3. Background/Justification for Current Action
MEG has been providing continual and expanding services for several years to both Bay Schools and the City. Bay Schools and the City split the contract cost 50/50.

4. Financial Impact
Contract increased from $90,500 (2017-18) to $92,800 (2018-19), an increase of $2,300, or $1,150 for each entity.

5. Affected Parties
Bay Schools and the City share the contract which services Bay youth and their parents.

6. Implementation Plan
The contract will go into effect on July 1, 2018 for the 2018-19 academic year. The system and personnel are already in place to provide a seamless transition.

7. High-Level Timeline/Schedule
The Bay School Board has already approved and the Superintendent Keener has signed. If council approves, the Mayor will sign and send to MEG for their signature. It will be ready for implementation on July 1, 2018.

APPROVAL AND AUTHORITY TO PROCEED
We approve the project as described above, and authorize the team to proceed.

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PROPOSAL

to

Bay Family Services

Prevention/Intervention Consultant & Programs

2018 - 2019 academic year
MEG, Inc. creates and implements prevention and intervention programs for students, parents and school staff. Programs can be implemented one-on-one or in small group settings depending on each individual case. Prevention and Intervention programs authored by MEG's professional staff have been implemented in over 200 elementary, middle, and high school settings as well as social service agencies in Northeastern Ohio and the Greater Columbus area over the past fifteen years. All prevention and intervention practices by MEG focus on insuring that each individual is given the tools and skills to develop into mentally, emotionally, and physically healthy people of character.

Ms. Loren Marie McKeon, Consultant to the McKeon Education Group, Inc. has been involved in developing programs for a private company that were recognized as an Ohio Best Practice by the State Board of Education. Ms. McKeon has been featured on area television and in national publications. She has presented programs for the Ohio Catholic Educators Association, the Ohio School Board Association, the National School Board Association, the Ohio Middle School Conference, Cleveland Urban Conference, the National School Psychologist Association, the Ohio Parent/Teacher Association, and the
National PTA Association. Ms. McKeon authors and oversees all programs and services provided to schools that contract with MEG, Inc. including services provided to Bay Family Services.

Accountability Based Research

All of MEG's student, parent, and staff programs and intervention efforts are based on the widely accepted prevention model and writings of Bonnie Bernard which is a school friendly translation of Emmy Werner and Ruth Smith's extensive research in the area of prevention. In short, this model asserts that students will be 'protected' against harmful and destructive behaviors such as (but not limited to) alcohol & drug use if families, schools, and communities provide the following:

- Relationships with caring adults
- Ongoing opportunities for meaningful participation
- A sense of purpose and future
- High expectations and purposeful support
- Social competency and problem solving skills
- Bonding to a school or institution

Our programs strive to partner with schools in an effort to provide these protective factors to all student participants. These protective factors are
the framework from which all MEG’s prevention programs and intervention
efforts are derived.

Research is completed on student prevention programs as well as
student counseling cases then is analyzed by an independent third party. The
purpose of this research is to measure the effectiveness of our initiatives in
order for us to better assist the students and families that we serve. One of
the characteristics of these programs is the use of both statistical and
qualitative data. This data allows for the revision and fine-tuning of all
initiatives to insure that specific goals and objectives of the program are
being met both in group and individual counseling sessions.

Please visit our web site at mckeoneducation.com for more information.
For the 2018 - 2019 academic year MEG, Inc. (MEG) will provide professional staff members through Bay Family Services to work at all Bay City School sites and serve residents who request assistance within the City of Bay Village. MEG’s professional team members assigned to Bay Family Services will work no less than 40 hours per week from August 15, 2018 through June 14, 2019 and 40 hours in total from June 15, 2018 through August 14, 2018. In addition, MEG, Inc. will provide one staff person to implement MEG’s Courage Follow Up and 9th Grade Courage Programs once per week for 23 weeks during Bay High School’s QRP period. A professional staff member of MEG will also continue to implement four (4), nine (9) week life skills sessions with students participating in the Bay Village Court Diversion program along with organizing and overseeing all BFS’s Community Service Saturdays.

**Duties and responsibilities will include but not be limited:**

(a) To develop and implement age appropriate prevention programs for all grade levels

(b) To provide individual counseling and/or behavior intervention with all identified and/or referred students

(c) To conduct support groups as needed

(d) To serve on the Crisis Team
(e) To oversee the development and implementation of district wide prevention/intervention programs as requested.

(f) To work with members of the professional staff and members of the City of Bay Village in identifying individual student needs and taking appropriate actions, whether that is parent conferencing, student meetings, parent intervention, individual and/or small group counseling, or referral to outside agency.

(g) To communicate effectively with the administration and assigned staff of the City of Bay Village along with appropriate community resources where students' life/health issues are concerned.

(h) To work with Bay Family Services in meeting the needs of students and families as needs arise during the duration of the agreement.

(i) To consult and provide assistance with Guidance Teams at all district sites per request.

(j) To communicate with any and all school and city personnel regarding Bay Family Services activities/cases through monthly emailed reports.

(k) To oversee the Attendance Intervention Program with Bay Village families assigned to this program.

(l) To implement one (1) "Wings: Giving Girls Confidence To Soar" program with identified students in grades 9 & 10

(m) To implement one (1) "Courage: Follow Up Group" with identified male students in grades 10 & 11.

(n) To implement one (1) "Courage: Giving Young Men Tools To
Thrive program for at-risk males in grade 9

(o) To oversee and implement Bay Village Court Diversion Program with minors that have been arrested. Four groups of minors will participate in 8-10 meetings that will address life skills and implement/work on one Community Service Saturdays.

(p) To implement Insight groups with any and all athletes in violation of Bay Village School’s Athletes Code of Conduct.

(q) To continue to develop and foster relationships between city residents, key stakeholders, and agencies through Community Service Saturdays.

(r) To assist school administrators and city professionals when called upon

(s) To assist with any and all parent education programs sponsored by either Bay Village Schools or the City of Bay Village.

Total Cost: $92,800.00
Good Afternoon All,

I would like to have the attached new Travel Policy considered at the next available Council Meeting (no rush). I have attached the old resolution which also included credit cards. The credit card part of the old resolution is fine – just want the travel changed.

Please could Kathryn prepare a new resolution?

Thank you – let me know if you need anything more from me.

Renee
RESOLUTION NO. 10-123
INTRODUCED BY: Kornar

A RESOLUTION

ADOPTING UPDATED FORMAL POLICIES GOVERNING THE USE OF CREDIT CARDS AND TRAVEL EXPENSES BY EMPLOYEES AND OFFICIALS OF THE CITY OF BAY VILLAGE, AND AMENDING ORDINANCE 04-153.

WHEREAS, Council passed Ordinance No. 04-153 adopting formal policies governing the use of cell phones, credit cards, and travel expenses by employees and officials of the City of Bay Village; and

WHEREAS, at the recommendation of the Auditors, said credit card and travel expense policies should be updated;

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

SECTION 1. That the Updated Policies Governing the Use of Credit Cards and Travel Expenses by Employees and Officials of the City of Bay Village dated November 1, 2010, are adopted as a proper public purpose.

SECTION 2. Ordinance 04-153 is hereby amended.

SECTION 2. That the Director of Finance is hereby authorized to pay the invoices in connection with expenditures by authorized persons from the appropriate account.

SECTION 3. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this resolution 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 4. That this resolution shall be in full force and take effect at the earliest time permitted by law.

PASSED: November 1, 2010

[Signature]
PRESIDENT OF COUNCIL

[Signature]
CLERK OF COUNCIL

APPROVED: November 2, 2010

[Signature]
MAYOR
City of Bay Village
Credit Card Guidelines
Revised 11/10

Issuance

The City has issued credit cards to the Mayor and certain Department Directors. The issuance of a City of Bay Village credit card is restricted to purchases made on behalf of the city or for the conducting of official city business. It is issued as a convenience and may be discontinued at any time.

Meals

The Mayor and Department Directors, by virtue of their positions, have business meetings with community, corporate and political leaders. At their discretion and within their budget, they may authorize payment for meal functions associated with the conduct of city business. Itemized receipts must be presented and on the back thereof contain the purpose and names of those in attendance. The City will not pay credit card charges for entertainment or alcohol. Personal purchases of any type are expressly prohibited and will result in the termination of your carrying a city credit card.

Meeting Expenses

During the normal course of operations it is necessary to conduct in-house department or city committee meetings. The cost of refreshments for these meetings is considered an appropriate credit card purchase, if budgeted, provided they are reasonable in cost. This guidance is not intended for regular weekly or biweekly meetings.

Gifts and Awards

The city may purchase, provided budgeted, gifts or awards for employees provided they meet the IRS definition of “nominal” ($100 or less).

Examples of such awards provided in the IRS Regulations include, but are not limited to the following:

- Nominal gifts for birthdays, holidays
- Flowers, plaques, coffee mugs for special occasions
- Retirement gifts

Such purchases should be pre-approved by the Finance Director and the Department Director and/or Mayor. The Finance Director will assign appropriate account codes and determine if the purchase should be expensed through a credit card or the normal purchase order procedures.

Payment Processing

After the monthly statements are received, they will be distributed to the card holder for review. The card holder should attach all supporting documentation (i.e. receipts) and return the documents to the Finance Director.
In addition, the card holder should identify any required adjustments (i.e., purchase for which employee will pay; inaccurate charge to the account). Employees who are paying for charges that appear on the credit card statement should prepare a check made payable to the bank holding the credit card. The employee's check should be forwarded to the Finance Director, and the city will submit the employee's check and the city's check to the bank.
Restrictions Applicable To Travel

Ohio law prohibits a state official or employee from accepting, soliciting, or using his/her position to secure any personal benefit which stems from the conduct of governmental business. Any benefit which arises from the official business which the employee conducts on behalf of the City must accrue to the City rather than to any public official or employee personally, and an official or employee cannot benefit personally from business the City conducts. For example, an employee cannot benefit from frequent flier miles, discounts or free hotel accommodations or rental car discounts that may be earned during travel on official City business.

Directors are responsible for obtaining prior approval from the Mayor for themselves or employees within their department for extended travel (i.e. one-week of training or more) and any out of state travel.

Travel Reimbursement Expense Account Record Form

Requests for travel reimbursements should be documented on the City's Expense Account Record form. The form should include all relevant information related to the reimbursement and receipts supporting the expenses should be attached.

Employees are responsible for accurately recording their travel. Directors are responsible for reviewing and approving, by signature, the employees Expense Account Record. The Mayor and the Finance Director are both responsible for reviewing and approving, by signature. In addition, the Finance Department will review reports for accuracy, receipts, and proper account coding. Finance will make minor calculation adjustments in order to process reimbursements timely. A corrected copy of the expense report will be forwarded to the employee.

Mileage

Employees must substantiate the date, business purpose, place of each trip, and miles traveled on the expense account record.

Employees must maintain adequate insurance for both comprehensive and collision purposes on their vehicle.

The City will reimburse employees who use their personal vehicles for City business at the IRS business standard mileage rate. Finance will issue a memo when the mileage rate changes or employees may contact accounts payable for the current rate.

The City will reimburse employees the cost of fuel when they use a City vehicle for travel and cannot fuel at the Service Garage. Fuel purchases require receipts.
Travel Expense Reimbursements

Itemized receipts are required for all expenses exceeding one dollar except as otherwise noted.

IN-STATE TRAVEL

Lodging

To qualify for overnight lodging, the employee's business destination must be in excess of 60 miles from his or her residence and/or headquarters and outside the county of residence. The maximum rate for in-state lodging is $75.00 per night plus applicable taxes per calendar day. An original itemized hotel receipt is required for reimbursement. An exception will be when an event (seminar, conference) is held at the "host" hotel.

Gratuities

The City will reimburse gratuities such as porter, housekeeping, and taxi up to $5.00 per day.

Meals

Reimbursement is limited to actual costs up to the maximum rate of $40.00 per day. Meal reimbursement is limited to actual costs up to the maximum. Employees will not be reimbursed for entertainment or alcoholic beverages. The actual cost of meals will be reimbursed up to the maximum allowable per calendar day taking into consideration that the cost of meals varies with the location. Some meals may be provided with the registration fees and an employee may only be gone for a portion of a day. For the purposes of budgeting, "reasonable," average expenses are considered to be:

<table>
<thead>
<tr>
<th>Meal</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$9.00</td>
</tr>
<tr>
<td>Lunch</td>
<td>$12.00</td>
</tr>
<tr>
<td>Dinner</td>
<td>$19.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$40.00</strong></td>
</tr>
</tbody>
</table>

Gratuities may be reimbursed and should be reasonable in relation to the actual meal cost. The meal, including gratuity, shall not exceed the maximum meal rate. The maximum reimbursement rate may be allocated for meals as the employee chooses, but reimbursement must be supported by itemized receipts.

If an employee is attending an event or conference where any or all meals are provided, the daily meal allocation should be deducted from the meal allotment for that day.
Out of State Travel

As noted in the previous section Restrictions Applicable to Travel, Directors are responsible for obtaining prior approval from the Mayor for themselves or employees within their department for extended travel (i.e. one-week of training or more) and any out of state travel.

Airfare

Employees will be reimbursed the actual cost of airfare. Employees should make every effort to book flights with sufficient time to obtain the best possible rate.

Lodging

Lodging expense may be reimbursed at actual rates. This reimbursement must be within reason and original itemized hotel receipt is required for reimbursement.

Meals

Reimbursement is limited to actual costs up to the maximum rate of $40.00 per day. The City is cognizant that meal costs can fluctuate based on geographic location; therefore, approval for reimbursement in excess of the stated rate should be obtained from the Mayor prior to the travel date. Employees can obtain general guidelines for states and cities from the U.S. General Services Administration (GSA) website. (Using an Internet search, enter GSA Lodging Rates or GSA Meal Rates). Contact Finance if you need assistance.

Incidental Expenses

Other expenses, such as baggage handling, freight, postage, local transportation, local phone calls, long distance calls to the office and one daily long distance phone call to the employee's residence (not to exceed $5.00) are reimbursable with receipts.
Travel Expense Reimbursements

Lodging
To qualify for overnight lodging, the employee’s business destination must be in excess of 60 miles from his or her residence and/or headquarters and outside the county of residence. The maximum rate for lodging is based on U.S. General Services Administration (see www.gsa.gov/travel/planning/build-per-diem-rates) per night plus applicable taxes per calendar day. An original itemized hotel receipt is required for reimbursement. Exceptions to rate or distance limits require written approval prior to travel by the Department Head and/or Mayor.

Gratuities
The City will reimburse gratuities such as porter, housekeeping, and taxi up to $5.00 per day.

Meals
Reimbursement is limited to the actual costs up to the maximum rate of $60.00 per day. Employees will not be reimbursed for entertainment or alcoholic beverages. The actual cost of meals (including gratuities) will be reimbursed up to the maximum allowance per calendar day taking into consideration the cost of meals varies with the location, some meals may be provided with the registration fee and the employee may only be gone for a portion of a day. For the purposes of budgeting, “reasonable” average expenses are considered to be:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Breakfast</td>
<td>$15.00</td>
</tr>
<tr>
<td>Lunch</td>
<td>$15.00</td>
</tr>
<tr>
<td>Dinner</td>
<td>$30.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$60.00</strong></td>
</tr>
</tbody>
</table>

Gratuities will be limited to 15% of the actual meal cost (including tax). The meal, including gratuity, shall not exceed the maximum meal rate. The maximum allowance may be allocated for meals as the employee chooses, but reimbursement must be supported by itemized receipts.

Travel Status Times for Meal Allowance for In-State and Out-of-State Travel:
- $15.00 -- travel status time between 12:01 a.m. and 10:00 a.m. (Breakfast)
- $15.00 -- travel status time between 10:01 a.m. and 4:00 p.m. (Lunch)
- $30.00 -- travel status time between 4:01 p.m. and 12:00 a.m. (Dinner)

If an employee is attending an event or conference where any meals are provided, the daily meal allocation should be deducted from the meal allotted for that day based on the reasonable average expense table above.
Restrictions Applicable To Travel

Ohio law prohibits a state official or employee from accepting or using his/her position to secure any personal benefit which stems from the conduct of governmental business. Any benefit which arises from the official business which the employee conducts on behalf of the City of Bay Village (City) must accrue to the City rather than to any public official or employee personally, and an official or employee cannot benefit personally from business the City conducts. For example, an employee cannot benefit from frequent flier miles, discounts or free hotel accommodations or rental car discounts that may be earned during travel on official business.

Prior approval must be obtained from the Department Director and/or Mayor for any extended travel (i.e. one week of training or more) and any out of state travel.

Travel Reimbursement Expense Account Record Form

Requests for travel reimbursements should be documented on the City Expense Account Record form. The form should include all relevant information related to the reimbursement and receipts supporting the expenses should be attached (i.e. miscellaneous transportation expenses such as parking charges, road tolls, and other reasonable transportation expenses related to authorized travel).

Employees are responsible for accurately recording their travel. All Expense Account Record forms will be reviewed by the Director of Finance and the Mayor and approved by signature.

Mileage

Travel by a City owned vehicle is encouraged.

Employees must document the date, business purpose, place of each trip, and miles traveled on the Expense Account Record form.

When using their own vehicle, employees must maintain adequate insurance for both comprehensive and collision purposes that provides for a minimum of $12,500 due to injury or death of one person, $25,000 due to injury or death of two or more persons, and $7,500 due to injury to property of others in any one accident.

The City will reimburse employees who use their personal vehicles for City business at the IRS business standard mileage rate.

The City will reimburse employees the cost of fuel when they use a City vehicle for travel and cannot fuel at the Bay Village Service Garage. Fuel purchases require receipts.
Airfare

Employees will be reimbursed the actual cost of airfare. Employees should make every effort to book flights with sufficient time to obtain the best possible rate.

Incidental Expenses

Other expenses, such as baggage handling, freight, postage, local transportation, tolls, parking, local phone calls, long distance calls to the office and one daily long distance phone call to the employee’s residence are reimbursable with receipts. Itemized receipts are required for all expenses exceeding $5.00.

Policy adopted by the
Council of the City of Bay Village

Resolution ****
Passed *****

This policy replaces 10-123
Passed 11/01/10
ORDINANCE NO. 16-53
INTRODUCED BY: Tadych

AN ORDINANCE
AMENDING CODIFIED ORDINANCE 1373.01 REGARDING
STORAGE IN FRONT OF BUILDING LINE; EXCEPTIONS,
AND DECLARING AN EMERGENCY

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

SECTION 1. That Codified Ordinance Section 1373.01 which presently reads as
follows:

1373.01 STORAGE IN FRONT OF BUILDING LINE; EXCEPTIONS.

No person shall store, keep or maintain in any residential district in the City any of the
following objects: self-propelled camper, house trailer, boat trailer, boat, camper trailer, or any
other object mounted on wheels and designed to be towed or trailed, unless the same is stored,
kept or maintained within a garage or other enclosed accessory structure permitted by Zoning
Ordinance of the City, or unless such object is stored, kept, or maintained in the rear yard area,
provided that the object may be stored in the front yard area if the house setback is at least one
hundred feet from the street the house faces. In no event shall any such object be stored, kept or
maintained less than twelve feet from any property line or less than thirty feet from any abutting
street, and any such object so stored, kept or maintained shall be titled to the owner or resident of
such property. The temporary storage of such objects for the purpose of loading or unloading for
periods not to exceed seventy-two hours within a twenty-one day period shall not be deemed
unlawful under the provisions of this section.
(Ord. 05-137. Passed 12-12-05.)

be and the same is amended to read:

1373.01 STORAGE IN FRONT OF BUILDING LINE; EXCEPTIONS.

(a) No person shall store, keep or maintain in any residential district in the City any
of the following objects: self-propelled camper, house trailer, boat trailer, boat, camper trailer, or
any other object mounted on wheels and designed to be towed or trailed, unless the same is
stored, kept or maintained within a garage or other enclosed accessory structure permitted by
Zoning Ordinance of the City. However, one (1) such object may be stored, kept, or maintained
in the rear yard area, provided that such object be stored, kept or maintained no less than twelve
feet from any property line and no less than thirty feet from any abutting street. Any such object
so stored, kept or maintained shall be titled to the owner or resident of such property and carry
current registration or license plates for use on public highways or waterways. The temporary
storage of such objects for the purpose of loading or unloading for periods not to exceed seventy-
two hours within a twenty-one day period shall not be deemed unlawful under the provisions of
this section.
(b) No person shall store, keep or maintain in any Administrative Office and Apartment House, Commercial, Retail Business or Research and Development and Limited Manufacturing Districts in the City any of the following objects: self-propelled camper, house trailer, boat trailer, boat, camper-trailer, or any other object mounted on wheels and designed to be towed or trailed, unless such object is customary to the use of the business occupying said premises, is stored in the rear yard and any such object so stored, kept or maintained shall be titled to the owner or occupant of such property and carry current registration or license plates for use on public highways or waterways.

and present Section 1373.01 is hereby repealed.

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 is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, wherefor this ordinance shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED: July 11, 2016

[Signature]
PRESIDENT OF COUNCIL

CLERK OF COUNCIL

APPROVED: July 11, 2016

[Signature]
MAYOR (AS EM)

7-1-16 [il]

I, [Signature], Clerk of Council of the City of Bay Village, Ohio, hereby certify that Ordinance No. 15-53 was posted for a period of fifteen days, Beginning [il], at the three designated posting places.
Attached are the bid tabulations for the bid opened February 9, 2018 for Furnishing Asphalt, Furnishing Aggregate, and Furnishing Concrete for 2018 for road maintenance, for Council. We would like to place on the agenda for February 26, 2018 for awarding the bids. The Service Director is in the process of reviewing the bids to be awarded. I will forward to Law Department tomorrow to prepare legislation. thank you

Jackie Moore, Secretary
Bay Village Service Department
Phone: 440 899-3419
Service Disptach: 440 871-1221
jmoore@cityofbayvillage.com
FURNISHING AGGREGATE FOR 2018
BID OPENING
February 9, 2018
12:00 Noon

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>BID BOND CHECK</th>
<th>Limestone</th>
<th>Fill Sand</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>#1 Per ton</td>
<td>#67 Per ton</td>
<td>#8 Per ton</td>
</tr>
<tr>
<td>2. Lafarge</td>
<td>$100.00</td>
<td>$20.05</td>
<td>$21.30</td>
</tr>
<tr>
<td>3. Area Aggregates/Olen Corp.</td>
<td>$100.00</td>
<td>$19.75</td>
<td>$19.75</td>
</tr>
</tbody>
</table>
FURNISHING ASPHALT (PATCHING) MATERIAL FOR 2018

BID OPENING
February 9, 2018
12:00 Noon

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>BID BOND CHECK</th>
<th>#1 #301 per Ton</th>
<th>#2 #448 per Ton</th>
<th>COMMENTS/NOTES</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Stoneco, Inc. (dbA Allied Corporation, Inc.)</td>
<td>Bond</td>
<td>$51.50</td>
<td>$62.25</td>
<td>Plant #76 (2214 West 3rd) 15.1 miles Plant #77 (4900 West 150) 11.1 miles</td>
</tr>
<tr>
<td>2. Kokosing Materials, Inc.</td>
<td>$100.00</td>
<td>$55.00</td>
<td>$65.00</td>
<td></td>
</tr>
</tbody>
</table>
## FURNISHING CONCRETE FOR 2018
### BID OPENING
February 9, 2018
12:00 Noon

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>BID BOND CHECK</th>
<th>#1 4.5 SACK Cu. Yd.</th>
<th>#2 Class C Cu. Yd.</th>
<th>#3 Under-Load Charges/Load</th>
<th>#4 Additional Costs Multiple Stops and/or Demurrage</th>
<th>#5 Normal Delivery Hours</th>
<th>#6 Additional delivery costs other than regular hours/Load</th>
<th>#7 Saturday Delivery per Load</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Westview Concrete</td>
<td>$100.00</td>
<td>$106.00</td>
<td></td>
<td>Yards</td>
<td>Cost</td>
<td>Demurrage: $1.50/min after 10 min/yard, max 80 min per load.</td>
<td>7:00 a.m. - 3:30 p.m.</td>
<td>$50.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1-2.75 yd.</td>
<td>$110.00</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>3-3.75 yd.</td>
<td>$75.00</td>
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<td></td>
<td></td>
<td></td>
<td>4-4.75 yd.</td>
<td>$55.00</td>
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<td></td>
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<td></td>
<td>5-5.75 yd.</td>
<td>$45.00</td>
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<td></td>
<td></td>
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<td></td>
<td>6-7.75 yd.</td>
<td>$35.00</td>
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<td></td>
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<td></td>
<td></td>
<td>Hi-Early $ 6.00</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Res. Fiber $ 6.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Com. Fiber $10.00</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Dye Clean Up: $80.00/load</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Winter Heat: Nov. 1 - April 30 $6.00 per yard</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>2. Shelly Materials dba Medina Supply</td>
<td>Bid Bond</td>
<td>$112.00</td>
<td></td>
<td>Yards</td>
<td>Cost</td>
<td>Demurrage: $1.25 per min. after allowable time: 1-6 yards (30 minutes); 5.25 yards - 10 yards (60 minutes.)</td>
<td>7:00 a.m. - 3:00 p.m.</td>
<td>$50.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>1 - 2 yds.</td>
<td>$120.00</td>
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<td></td>
<td>2.25 - 4 yds.</td>
<td>$95.00</td>
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<td>4.25 - 6 yds.</td>
<td>$70.00</td>
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<td></td>
<td></td>
<td></td>
<td>6.25 - 7.75 yds.</td>
<td>$55.00</td>
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<td></td>
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<td></td>
<td></td>
<td>Hi-Early $ 6.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Res. Fiber $ 6.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Com. Fiber $ 9.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Multi/Add Stops: $50.00 ea. In excess of one (1) mile</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Funding sources</td>
<td>Local</td>
<td>FY</td>
<td>Federal 80%</td>
<td>FY</td>
<td>toll credits 15%</td>
<td>FY</td>
<td>total</td>
<td></td>
</tr>
<tr>
<td>-----------------</td>
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<td></td>
</tr>
<tr>
<td>Environmental</td>
<td>$ 3,000.00</td>
<td>18</td>
<td>na</td>
<td>na</td>
<td>na</td>
<td></td>
<td>$ 3,000.00</td>
<td></td>
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<tr>
<td>Design</td>
<td>$ 128,744.00</td>
<td>18</td>
<td>na</td>
<td>na</td>
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<td>$ 128,744.00</td>
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<tr>
<td>Construction</td>
<td>$ 69,590.85</td>
<td>19</td>
<td>$ 1,113,453.60</td>
<td>19</td>
<td>$ 208,772.55</td>
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<td>$ 1,391,817.00</td>
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<tr>
<td>Const Administration</td>
<td>$ 3,000.00</td>
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<td>$ 48,000.00</td>
<td>19</td>
<td>$ 9,000.00</td>
<td>19</td>
<td>$ 60,000.00</td>
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<tr>
<td>totals</td>
<td>$ 204,334.85</td>
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<td>$ 1,161,453.60</td>
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<td>$ 217,772.55</td>
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<td>$ 1,583,561.00</td>
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<tr>
<td>Funding source</td>
<td>Local</td>
<td>FY</td>
<td>Municipal Bridge Funding (95%)</td>
<td>FY</td>
<td>Total</td>
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<td><strong>$920,640.11</strong></td>
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OVERVIEW

1. Action Requested
   Approve Industrial Surface Sealer Inc. to repair Bradley Tennis Courts (Coulton Courts)

2. Previous Action
   Council appropriated a total of $45,000 for this repair.

3. Background/Justification for Current Action
   Two companies were contacted for this repair:
   - Industrial Surface quote total $36,620
   - Total Tennis Inc. quote total $53,700
   City recommends Industrial Surface for quality and price.

4. Financial Impact
   $21,000 of the repair will be paid from donations from Tom Coulton, School District contributing $3,500 and remainder will be paid from City funds (Fund 490).

5. Affected Parties
   Recreation, Bay School District

6. Implementation Plan
   Once approved Director Enovitch will schedule with Industrial Surface to be added to their schedule.

7. High-Level Timeline/Schedule
   Vendor is currently saying August would be most opportune due to warmer temperatures needed for optimal application.
NOPEC ENERGIZED COMMUNITY GRANT

GRANT AGREEMENT

This Grant Agreement (the “Agreement”) is made and entered into by and between NOPEC, Inc. (“NOPEC”), and the City of Bay Village Cuyahoga County, Ohio (“Grantee”; NOPEC and Grantee, the “Parties”) regarding a grant by NOPEC to Grantee to be used primarily for energy efficiency or energy infrastructure projects in accordance with NOPEC Energized Community Grant criteria, guidelines and requirements (“NOPEC Policy”).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** NOPEC hereby grants a NOPEC Energized Community Grant (“NEC Grant”) to Grantee in the amount calculated by NOPEC based on the number of natural gas and/or electric accounts served by NOPEC in Grantee in accordance with NOPEC Policy in the amount determined by NOPEC (“Funds”), for the purposes set forth in Grantee’s Grant Application, as amended, and incorporated by reference into this Agreement for the Project(s) described on Schedule(s) to this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by NOPEC for the Project(s) approved by NOPEC. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. Funds not used in the year they are granted to Grantee may be escrowed and carried forward for up to two (2) years from NOPEC grant approval. If Grantee does not expend the Funds for the Project(s) approved by NOPEC within three (3) years of NOPEC’s approval, Grantee shall forfeit any unused Funds.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2018, and shall expire on December 31, 2018, and shall be automatically renewed annually unless NOPEC discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the Project(s). NOPEC reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify NOPEC if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to NOPEC all of its records with respect to matters covered by this
7. Agreement, and for NOPEC to audit, examine and make copies from such records. Grantee agrees to share and release all of its utility and other data with NOPEC, Inc. and NOPEC and its consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as NOPEC shall require.

8. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

9. **Inability to Perform.** In the event that Grantee does not or cannot complete the Project(s) or perform its obligations under this Agreement, Grantee shall immediately notify NOPEC in writing. NOPEC, with the approval of the Committee formed to award NEC Grants (the “Committee”), and Grantee shall jointly identify Project amendments or suitable Project(s) that meet NOPEC Policy.

10. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to NOPEC, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

11. **Termination.**

   (a) If NOPEC determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, NOPEC, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

   (b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council member whose residents are receiving service from Northeast Ohio Public Energy Council’s natural gas or electric aggregation program and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council’s natural gas or electric aggregation program.

12. **Effects of Termination.**

   (a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of NOPEC. Upon surrender of such material, Grantee shall receive Funds only as to a Project that had been approved for a NEC Grant by NOPEC prior to such termination.

   (b) The Committee also may withhold final installment payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from
its electric or natural gas aggregation program(s), Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

13. Liability. Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required 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 caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement. Grantee agrees to defend NOPEC and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

14. Compliance with Laws. Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the Project. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

15. Miscellaneous.

(a) Governing Law. The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) Entire Agreement. This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) 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.

(d) Notices. All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:
In case of NOPEC, to:

Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

Fiscal Officer (or other position)
Kathryn Kerber, Administrative Project Leader
350 Dover Center Road
Bay Village, Ohio 44140

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the Project and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of NOPEC.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement. Grantee further represents and warrants to NOPEC that it has received all necessary approvals from Grantee’s legislative authority for Grantee to accept the NEC Grant and enter into this Agreement.

(i) Determinations by NOPEC Final. All determinations as to eligibility of any project for an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by NOPEC and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer] Administrative Project Leader (or other position) to take all actions with respect to the NEC Grant and this Agreement as may be required and NOPEC shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.
(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and NOPEC to use information about Grantee’s grant(s) and project(s) in any marketing they may conduct, and agrees to cooperate with NOPEC in connection with such marketing.

[Signature Page to Follow.]
IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

The City of Bay Village, Ohio

By: __________________________

Its: __________________________

Date: __________________________

NOPEC, INC.:

By: __________________________

Its: __________________________

Date: __________________________

[Signature page to NOPEC Energized Community Grant Agreement.]
SCHEDULE

PROJECT(S)
Joan Kemper

From: Sue Kohl
Sent: Wednesday, February 21, 2018 3:24 PM
To: Joan Kemper
Subject: Project Pedal
Attachments: DOC022118-02212018122111.pdf

Joan,

Attached is a diagram of Cahoon Park and the area the Village Project would like to use for Project Pedal setup on Sat., June 16th. Can you please add this to the Cahoon park trustees agenda for approval? Let me know what they say about this.

Thank you.
Sue

-----Original Message-----
From: CityHall_Toshiba5560c@cityofbayvillage.com [mailto:CityHall_Toshiba5560c@cityofbayvillage.com]
Sent: Wednesday, February 21, 2018 3:21 PM
To: Sue Kohl <skohl@cityofbayvillage.com>
Subject: Send data from MFP11296168 02/21/2018 12:21

Scanned from MFP11296168
Date:02/21/2018 12:21
Pages:1
Resolution:600x600 DPI

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