AGENDA

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

Date: December 3, 2018
Time: 7:30 p.m.

ANNOUNCEMENTS

Karen Kirsh, Area Manager
Illuminating Company

COMMITTEE OF THE WHOLE

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Mace

BAYarts application for a D3 Liquor Permit.
Heritage Home Loan Program 2019.
Submerged Land Lease, 30700 Lake Road.

FINANCE & CLAIMS COMMITTEE-Tadych

Annual Appropriation Ordinance – Year 2019.
Compensation for Director of Law and Prosecutor effective January 1, 2019.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-
Stainbrook

Enacting new Chapter 925, Grease Interceptor Installation and Disposal of Waste Legislation.
Sixmo Architectural Services.
Chagrin Valley Engineering Services.
Partners Environmental Contract.

RECREATION & PARKS IMPROVEMENT COMMITTEE- Winzig
SERVICES, UTILITIES & EQUIPMENT COMMITTEE-DeGeorge

Memorandum of Understanding with the Cuyahoga Soil and Water Conservation District for implementation of services for assistance related to education, stewardship and public involvement for the year 2019.

Memorandum of Understanding with the Cuyahoga Soil and Water Conservation District for technical assistance and expertise toward better conservation of soil and water resources for the year 2019.

Revised Codified Ordinance Section 1310.01 (B) – Registration/Licensing of Contractors.

AUDIENCE

MISCELLANEOUS

CAHOON MEMORIAL PARK TRUSTEES

Request for approval of Food Truck Friday in Cahoon Memorial Park beginning Friday, May 24, 2019 and ending mid-September, 2019 from 11 a.m. to 2:30 p.m., pending receipt of insurance.
City of Bay Village

Council Minutes, Committee Session
Dwight A. Clark, President of Council, presiding
November 26, 2018
Conference Room 7:30 p.m.

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

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

Also Present: Law Director Barbour, Finance Director Mahoney, Director of Public Service and Properties Liskovec, Recreation Director Enovitch, Police Chief Spaetzel, Fire Chief Lyons, Chief Building Official Vogel, Community Services Director Selig.

Audience: Claire Banasiak.

ANNOUNCEMENTS

Mayor Koomar stated that he has checked the agenda for the Cuyahoga County Library Board meeting to be held Tuesday, November 27. A resolution is scheduled for consideration by the Board to advertise for bids for qualifications for a construction manager for the new Bay Village branch. The Mayor had fielded questions regarding the Master Plan through Jessica Breslin, the manager of the Bay Village branch. The Mayor had asked for a guideline of when some initial renderings might be seen. A library staff meeting will be held on December 4, and later that week they should be back to the City with some rough timelines on the process. The Mayor shared with the architect Bay Village Codified Ordinance Chapter 1128 and Chapter 1129, relative to the planning process and Architectural Board of Review. It seems as though they are moving with purpose.

Mr. Clark asked if there is anything Council can do to help expedite the process. Mayor Koomar stated that he informed them that the City would really like to understand when their sessions are going to be so we can weigh in. The architect has said that the City will be kept in the loop. It is important to them that it doesn’t go too far down the path.

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Mace

Mr. Mace reported that an Environment, Safety and Community Services Committee meeting will be held Monday, December 3, 2018 at 6:30 p.m. in the Conference Room of Bay Village City Hall regarding fence regulations in residential districts. Mr. Mace will be pulling together information from different areas and there will be a full agenda for the meeting in next week’s Council packet. A representative, or the information needed, from the Board of Zoning Appeals regarding their request for review of the ordinance will be part of the meeting. Mr. Mace will also meet with Director Vogel as to the type of permit applications he receives, and Law Director Barbour about the legal ramifications.
FINANCE & CLAIMS COMMITTEE-Tadych

Penalties for late sewer bill payments; final reading of legislation.

Mr. Tadych advised that the late sewer bill payments will move from $10 to $25 effective January 1, 2019, with the passage of Ordinance No. 18-92 on the agenda this evening at the Special Meeting of Council.

Annual Appropriation Ordinance – Year 2019

The annual appropriation ordinance, which represents the 2019 Budget of the City of Bay Village, will be presented for first reading this evening, following weeks of Finance Committee meetings and budget hearings. The second half of the process will be presented at a later date.

Mr. Clark commented that there will be first reading of the operating budget and several segments of the Capital budget, including roads, Columbia Culvert, and the Bradley Road Park Tennis Courts. Mrs. Mahoney noted that for the Bradley Road Park Tennis Courts she is following the same format that was used in 2018 and that is donor money. Mr. Clark acknowledged that it is donor funding, but it is necessary to appropriate the funds.

Compensation for Director of Law and Prosecutor effective January 1, 2019.

Mr. Tadych stated that an ordinance is being presented this evening for defining the range of compensation for the Director of Law and Prosecutor. Mr. Tadych asked if the title of the ordinance should be changed to define the range of compensation, and not necessarily the compensation. In December of 2018, the Council set the salary of these positions, and before that set the range of compensation. Mr. Tadych stated that he believes Council will be giving up that ability by passing the range of compensation which was not passed the last time. This is a new range of compensation.

Mrs. Stainbrook stated that she questions the title that says providing the compensation for the Director of Law and the Prosecutor, it doesn’t really say what the salary is, it just says the range of compensation.

Mayor Koomar stated that they are mirroring what was done with the rest of the compensation ordinances for ranges for the position. The way it was set, and trying to migrate all this over to the new process, the payment was a flat fee for 2018, that is what Renee (Mahoney) has in the budget, but the way it was written it sunsets at the end of 2018. It is really just to pay him at the same rate and as the collective bargaining units are done, the administrative staff comes back to look at that, those percentages would apply equally to these positions.

The Mayor suggested Mr. Tadych amend the title of the ordinance by reading.

Mr. Barbour noted that in Section 2 it does say minimums and maximums. Mr. Tadych stated that the heading does not say that, it says we are setting compensation.
Mr. Clark stated that Council has the ultimate say in terms of the salary. Mr. Tadych stated that after this ordinance is passed, Council does not have to approve the salary.

Mayor Koomar stated that what Mrs. Mahoney has in the budget is the current compensation. We just need to be able to pay the Law Director and Prosecutor, and come back after bargaining agreements.

Mr. Clark stated that Council promised that they would talk semi-annually about salary ranges before they get set. Council will schedule an Executive Session in the future to go through those, and it is timely to do so.

Mayor Koomar advised that Mr. Gary Hotz will continue on as Prosecutor in 2019. He is starting to wind down his law practice and over the next twelve to eighteen months we will have a sense of where that is going and regroup at that point.

Mr. Tadych will amend the title of the ordinance by reading this evening to add the words “range of” in regarding to compensation of the Law Director and Prosecutor.

Mr. Tadych noted that it is interesting that both mid-ranges of the Director of Law and Prosecutor ranges of compensation are where our Director of Law and Prosecutor are now, to the dollar.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier

Ms. Maier had no report this evening.

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-Stainbrook

Authorization of funds and documents necessary for replacement of the Queenswood Drive Bridge.

Mrs. Stainbrook reported that the item on the agenda this evening for the Queenwood Drive Bridge is for the authorization of funds and documents for the bridge. She noted that it is actually a deduct because the City is responsible for 5% of the total construction costs. The number was estimated to be $73,000, and has been reduced to $60,562. Mr. Clark stated that this is in addition to the engineering costs, which have been previously paid by the City.

Director of Public Service Liskovec stated that the project is at the Central Office of the Ohio Department of Transportation. The project is being given final reviews.

RECREATION & PARKS IMPROVEMENT COMMITTEE- Winzig

Mr. Winzig had no report this evening.

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-DeGeorge
Ms. DeGeorge had no report this evening.

Mr. Clark advised that Karen Kirsh, Governmental Representative of First Energy Corp. will address Council on Monday, December 3, 2018 at 7:30 p.m. regarding power outages.

AUDIENCE

There were no comments from the audience this evening.

MISCELLANEOUS

Ms. DeGeorge stated that in 2017 she read that Cuyahoga County enabled texting of 9-1-1 calls, not to replace 9-1-1 calls, but for hard of hearing or situations where the caller is unable to speak. Lakewood just enabled this same texting feature. Ms. DeGeorge asked Police Chief Spaetzl how this pertains to the City of Bay Village, when taking into consideration that Cuyahoga County and the City of Cleveland have offered this function, and Lakewood is enabling this ability.

Police Chief Spaetzl stated that Cuyahoga County has the technology for this feature, but they just rolled out the actual service just last month. The City of Bay Village now has that capability. Obviously, this is for cell phone usage. The text message goes to Central Communications on the east side and they translate it back to Bay Village. The calling of 9-1-1 is still encouraged. The texting is for situations where someone can’t speak or they have to be quiet. It is for unusual situations and very useful.

Mr. Clark asked Director of Finance Mahoney if there is any update on the state infrastructure bank loan. Mrs. Mahoney will complete the application and follow up. The original person she was in contact with may no longer be there. Mr. Clark noted that if the City of Bay Village has to assume this funding it will take $700,000 out of other Capital projects that the administration has identified.

Director of Public Service Liskovec commented that the new Service Department bucket truck arrived today. After outfitting the truck with the necessary equipment, and conducting the official training class, the truck will officially be in service. This truck was purchased in 2017.

CAHOON MEMORIAL PARK TRUSTEES

Mr. Clark reminded everyone of the Cahoon Christmas event, “Light up Bay Village,” in the Cahoon Memorial Park Community House on Sunday, December 2, 2018 from 2 p.m. to 4 p.m. After traveling through the City of Bay Village on a fire truck, Santa will visit with children at the Community House. The Bay Community Theatre will finish the event by doing their production of “A Christmas Carol” at 5:30 p.m. at the Community House. There is free admission to all events.

The Bay Kiwanis Club is selling Christmas Trees until December 15, 2018 in Cahoon Memorial Park.
There being no further discussion, the meeting adjourned at 7:52 p.m.

Dwight A. Clark, President of Council

Joan Kemper, Clerk of Council
NOTICE TO LEGISLATIVE AUTHORITY

TO

05288560010

N

BAYCRAFTERS

DBA BAYARTS

28795 LAKE RD & PORCH & UPPER DECK

BAY VILLAGE OH 44140

ISSUE DATE

11-13-2018

FILING DATE

D3

PERMIT CLASSES

18 011 C C15989

RECEIVE NO.

FROM

11/20/2018

MAILED 11/20/2018

RESPONSES MUST BE POSTMARKED NO LATER THAN 12/21/2018

IMPORTANT NOTICE

PLEASE COMPLETE AND RETURN THIS FORM TO THE DIVISION OF LIQUOR CONTROL WHETHER OR NOT THERE IS A REQUEST FOR A HEARING.

REFER TO THIS NUMBER IN ALL INQUIRIES

C N 0528856-0010

(TRANSACTION & NUMBER)

(MUST MARK ONE OF THE FOLLOWING)

WE REQUEST A HEARING ON THE ADVISABILITY OF ISSUING THE PERMIT AND REQUEST THAT THE HEARING BE HELD [ ] IN OUR COUNTY SEAT. [ ] IN COLUMBUS.

WE DO NOT REQUEST A HEARING. [ ]

DID YOU MARK A BOX? IF NOT, THIS WILL BE CONSIDERED A LATE RESPONSE.

PLEASE SIGN BELOW AND MARK THE APPROPRIATE BOX INDICATING YOUR TITLE:

(Signature) (Title) - [ ] Clerk of County Commissioner (Date)
[ ] Clerk of City Council
[ ] Township Fiscal Officer

CLERK OF BY VILLAGE CITY COUNCIL

350 DOVER CENTER

BAY VILLAGE OHIO 44140

REV. 03/09
Ms. Joan Kemper  
City of Bay Village  
Bay Village City Hall  
350 Dover Center Rd  
Bay Village, Ohio 44140

Dear Ms. Kemper,

This letter is a request for a resolution from the City of Bay Village as required by the Ohio Department of Natural Resources (ODNR) and the Army Corps of Engineers for a shore structure. Please forward the enclosed application to the appropriate personnel. We are requesting a formal written resolution from the City regarding the approval of shore structure for the Oatey residence located at 30700 Lake Road, Bay Village, Ohio 44140, as enclosed, on the submerged lands of Lake Erie adjacent to the property; PP# 201-05-023.

One of the necessary components for obtaining a lease from the State of Ohio is an ordinance or resolution from the local authority stating that the area of submerged lands in question is not needed by the local authority for future improvements (i.e. breakwaters, harbors, marinas, piers, etc.) and that the land uses in my application comply with regulation of permissible land use of the local authority. Per ODNR’s preference, please do not describe the proposed structures in detail. Instead, refer to the project as “the proposed shore structure,” so that it will be more easily accepted by ODNR.

Please consider and act on my request for this resolution or ordinance at: 30700 Lake Road, Bay Village, Ohio 44140.

Please let us know if you need anything further.

Thank you,

[Signature]

James Schilens
CITY OF BAY VILLAGE
AGENDA REQUEST
NOVEMBER 28, 2018

OVERVIEW

1. Action Requested
Adjustments to appropriation ordinance as documented below.

2. Detail of Changes

Documented in the attached pages and summarized below:

Queenswood – Originally planned to appropriate funds of City portion of Queenswood project in 2019. It is the understanding ODOT would like the payment prior to the end of 2018. Requesting amount of $60,562 appropriated from General Capital (Fund 400) to allow payment.

Community Gym – Mats for floors and walls need to be purchased. Floor mat estimate is $1,100 and wall mats estimate is $4,000 for a total of $5,100 to be appropriated from the Community Gym Fund 231.

Fire Station Heat Repair – The heating unit at the fire station needs repair or replacement. Given the age of the unit is over 25 years old it is advisable to replace the unit. First estimate received is $6,665. Increase appropriation in General Fund, Fire Repair and Maintenance to cover cost.

Fuel – The average price of unleaded is about $.50 higher in 2018 than in 2017; the average price of diesel is about $.60 higher in 2018 as compared to 2017. The average usage is similar from 2017 to 2018 in that the City expects to use about 42,000 gallons of unleaded and about 22,000 gallons of diesel for the year. This amounts to about $35,000 more in anticipated fuel costs higher in 2018 as compared to 2017. While some of this anticipated increase was budgeted for in 2018 the shortfall is about $20,000 to be allocated as follows:

Service Fund 270 (Streets): 14,500
General Fund – Composting 1,000
  Community Service 1,000
  Police 1,000
  Fire 1,000
Parks Fund 230 1,500

Repair of Fiber Lines between Police Department and Fire Department – Damage occurred to line on November 22. One company came out to assess the damage and determined replacement of damaged line is best solution. Another quote was obtained for the actual repair. Increase in appropriation to General Fund, Public Buildings Repair or Maintenance for cost of analysis and repair totaling $4,500.
Transfer from General Fund to General Reserve – To bring General Reserve balance to an even $2,000,000 requesting transfer from General Fund in the amount of $111,070.78. This will bring the Reserve balance to approximate two months of General Fund expenditures as recommended by industry standard and give the City some room for future downturns in the economy.

Library Evaluation – Sixmo analysis of feasibility study of old library building cost of $5,500 to be funded from Public Building Improvements (Fund 495).

Cahoon Park (Soccer Field) Landfill Evaluation – Partners Environmental proposal to be paid from General Fund, Cahoon Park at a cost of $22,030.

BWC Fire Grant – Fire received a grant totaling $8,500 for hoods and gloves. This amount needs to be appropriated from General Fund. The funds have been expended and reimbursement request sent to BWC.
RESOLUTION NO. 18-97
INTRODUCED BY: Mrs. Stainbrook
PID No. 103480

RESOLUTION

AUTHORIZING FUNDS AND DOCUMENTS NECESSARY FOR REPLACEMENT OF THE QUEENSWOOD DRIVE BRIDGE, AND DECLARING AN EMERGENCY.

WHEREAS, on July 13, 2018, the City of Bay Village, Ohio ("the LPA") enacted Ordinance 18-62 proposing cooperation with the Director of Transportation for the described project:

The project consists of replacement of Queenswood Drive bridge over Sperry Creek, lying within the City of Bay Village, and;

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above-described project as follows:

The City agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement within the city limits, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of Sixty Thousand Five Hundred Sixty Two and 00/100 Dollars, ($60,562.00), but said estimated amount is to be adjusted in order that the LPA’s ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined, and;

WHEREAS, the Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority, and;

WHEREAS, the LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved by the Council of the City of Bay Village, Ohio;

SECTION 1. That the estimated sum of Sixty Thousand Five Hundred Sixty Two and 00/100 Dollars ($60,562.00) is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from Federal funds.

SECTION 2. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
SECTION 3. That the LPA enter into a contract with the State, and that Mayor be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.

SECTION 4. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

SECTION 5. 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 6. That this resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, wherefore this resolution shall be in full force and take effect immediately upon its passage and approval by the Mayor.

PASSED: November 26, 2018

Dwight A. Clark
PRESIDENT OF COUNCIL

CLERK OF COUNCIL

APPROVED: November 26, 2018

MAYOR

CERTIFICATE OF RECORDING OFFICER

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the 26th day of November, 2018, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume at Page and under date of November 26, 2018

Jane V. Hamper
(original signature)

Clerk of Council
(title)

(Seal, if applicable)
following is the quote you requested for Bay Village Middle School:

28 - PM-POLY, 2' X 6' Panel Mats..........................$70.20 ea. = $1,965.60
4 - CUTOUTS..................................................$35.00 ea. = $ 140.00
DELIVERY & INSTALLATION.................................$1,230.00
TOTAL..................................................................$3,335.60

his is based on permanent installation. If you want the "Z" clips, it would add $700.00

Iso, there is an eyebolt on the wall that looks like it would have to be moved up. The school or
our department would have to do that before our installation.

estimated time for delivery & installation would be 4 weeks.

ebbie
Hi Renee – this is the email regarding the rooftop HVAC unit that we talked about.

➤ The old unit is damaged beyond what it is worth to repair (repairing would cost more than half of replacement, and the unit is 25+ years old)
➤ We are in the process of getting quotes to replace, which will likely be in the $5,000-7,000 range
➤ First quote received from Westland Heating and A/C is attached

Thanks!
Chris

Chief Christopher Lyons, M.S., M.A., OFC
Division of Fire, City of Bay Village
28100 Wolf Road
Bay Village, OH 44140

440-899-3471 (direct office)
440-871-1214 (station)
440-871-3787 (fax)
SOLD TO

BAY VILLAGE FIRE DEPT.
28100 WOLF RD
BAY VILLAGE, OH 44140

Phone: (440) 871-1214

JOBSITE

BAY VILLAGE FIRE DEPT.
28100 WOLF RD
BAY VILLAGE, OH 44140

dyons@cityofbayville.com
Phone: (440) 871-1214 Cell: (440) 871-1214

SLS # ZM ZACK MITCHELL

REPLACE & INSTALL A NEW RTU

Westland Heating & Air Conditioning is pleased to offer you this proposal for the following services:

Scope of Work: RE: (1) LENNOX / RTU 3 ton M # GCS16-036-90-3Y S # 56001.06516

Contractor will replace & install a new Lennox roof top unit & do the following:

> Disconnect, recover refrigerant & dispose of the existing old Lennox gas electric down flow RTU
> Rig & position a new Luxaire RTU of equal capacity & outside air damper, curb adaptor onto the existing curb
> Install a new outdoor electrical fused disconnect & reuse existing Thermostat
> Rework & reconnect duct work, electrical, gas & condensate piping
> Startup, adjust & check the new Luxair RTU for proper operation.

Price includes equipment, material, parts, permit & labor.

Note: The new equipment lead time is 7 to 10 business days.

Warranty one year parts & labor, five years compressors & ten years on the heat exchanger (parts only).

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<th>Part</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Sell</th>
<th>Ext Sell</th>
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<tr>
<td>REPLACE &amp; INSTALL A NEW RTU</td>
<td>1.00</td>
<td>5,820.00</td>
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<tr>
<td>OPTION INSTALL A NEW ECONOMIZER</td>
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<tr>
<td>NEW FRESH AIR DAMPER FOR EXISTING LUXAIRE RTU</td>
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Total Price: $6,665.00
Payment to be made as follows: With approved credit, 30-days from invoice date, unless specified differently above.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. NOTICE: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation must be done in writing.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Date of Acceptance ____________________________

Signature: ______________________________
Signature: ______________________________

OH LIC# 33003  OH LIC# 18886  MI LIC# 7117191  FL LIC# CAC1816926
Ohio Bureau of Workers' Compensation

Application for Safety Intervention
Grant for Firefighters Exposure to Environmental Elements

Step 1b - Employers with payroll greater than or equal to $500,000 are to complete the table under Step 1b. This requires a 5-to-1 match.

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<th>Item</th>
<th>Quantity</th>
<th>Cost</th>
<th>Total</th>
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<tbody>
<tr>
<td>STRUCTURAL FIREFIGHTING GLOVES (NFEA)</td>
<td>50</td>
<td>$80.00</td>
<td>$ 4000.00</td>
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<tr>
<td>STRUCTURAL FIREFIGHTING PARTICULATE BARRIERS</td>
<td>50</td>
<td>$80.00</td>
<td>$ 4500.00</td>
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</table>

Freight Incl.
Tax N/A

Employers must list all discounts and/or trade-in amounts and subtract them from the project total prior to determining the grant match. These must be included on the vendor price quote.

Total project (A) $8500.00

To determine the grant amount you are requesting for equipment, please complete the formula below.

Total amount of project (from Step 1b) A $8500.00

Total amount supplied by BWC, (either $16,000 or less, or remaining funds available) B $7083.33

Total amount supplied by the employer for equipment A-B $1416.67

Step 2: Complete the questions below and sign.

Do you have ownership, partnership or any other affiliation with the vendor of the equipment you are purchasing? If yes, please explain. NO

Are you planning to finance your portion of the grant project? Yes ☐ No ☐ If yes, you must provide us with a copy of the loan agreement with your receipt documentation once you receive the grants funds and make your purchase.

Authority — The person signing below for the employer state that he or she is either the owner, chief executive officer, chief financial officer, plant manager or other person having fiduciary responsibilities with the employer; and the employer agrees that the signer or his, or her successor, will have the authority to oversee the carrying out the employer's responsibilities for two years after BWC issues the grant check. The signer's authority shall continue until the employer notifies BWC of the name of the successor.

By my signature, I agree to comply fully with the terms and conditions of the program and to use all monies solely for the purposes intended. I further understand I may be subject to civil, criminal and/or administrative penalties as the result of any false, fictitious and/or misleading or fraudulent statements made and/or if funds are not used, or are misused, misapplied, or misappropriated in any way and/or are used for purchases and/or services not associated with the approved budget and/or itemized proposal submitted.

Name of duly authorized representative (please print) Christopher Lyons
Signature of duly authorized representative Date 07.17.18
Title Fire Chief

Employer name City of Bay Village
BWC Policy 31805002

9th Budget 2010.54.210 by

For
CITY OF BAY VILLAGE, OHIO
ORDINANCE NO. 15-
By Mr. Tadych

To make appropriations for the current and other expenditures of the City of Bay Village for the fiscal year 2018 as previously appropriated in annual appropriations 17-96, 18-5, 25, 19-30, 49, 97, 66, 79, 80 and 18-87.

NOW, THEREFORE, be it ordained by the Council of the City of Bay Village, State of Ohio:

Section 1: That to provide for the current expenses and other expenditures of the City of Bay Village during the fiscal year ending December 31, 2018, the following sums are hereby set aside and appropriated from the funds herein specified as follows:

Section 2: That there be appropriated, transferred, and advanced from the following funds, as further detailed in the Schedules attached hereto as Exhibit "A" and Exhibit "B" and incorporated herein:

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<th>General Fund</th>
<th>Capital Fund</th>
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<table>
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<th>Capital Fund</th>
<th>Total appropriations</th>
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<td>238 Community Diversion</td>
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<td>240 Equipment Replacement</td>
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<td>245 Private Property Maintenance</td>
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<td>250 State Highway</td>
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<td>260 Total Special Revenue Funds</td>
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<td>970,132</td>
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<thead>
<tr>
<th>Description</th>
<th>General Fund</th>
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<th>Total appropriations</th>
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<tbody>
<tr>
<td></td>
<td>Receipts</td>
<td>Expenditures</td>
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<tr>
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<td>1,493,667</td>
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<table>
<thead>
<tr>
<th>Description</th>
<th>General Fund</th>
<th>Capital Fund</th>
<th>Total appropriations</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Revenue</td>
<td>Expenditures</td>
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<td></td>
<td>Revenue</td>
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<td>300 General Bond Retirement</td>
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<td>5,264,941</td>
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<td>Fund Activity</td>
<td>400 Total Capital Project Fund Group</td>
<td>500 Total Enterprise Fund Group</td>
<td>600 Total Internal Service Fund Group</td>
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<tr>
<td>---------------</td>
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<td>$ - $ 62,028 $ 1,158,053 $ 116,630 $ 1,233,722</td>
<td>$ 1,151,295 $ 1,591,393 $ 157,000</td>
<td>$ 1,448,720 $ 173,100 $ - $ 1,621,820</td>
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### Table: Revenue and Expenditures

<table>
<thead>
<tr>
<th>Fund Activity</th>
<th>Amount</th>
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<tbody>
<tr>
<td>General Fund to Perks and Recreation</td>
<td>$409,000</td>
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<tr>
<td>General Fund to Community Gym</td>
<td>$8,912</td>
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<tr>
<td>General Fund to Street Construction</td>
<td>$425,000</td>
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<td>General Fund to Bay Family Services</td>
<td>$4,361</td>
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<td>General Fund to Fire Pension</td>
<td>$100,000</td>
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<td>General Fund to General Reserve</td>
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<td>General Fund to Grants Fund</td>
<td>$7,090</td>
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<tr>
<td>Total Transfers</td>
<td>$1,095,744</td>
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<tr>
<td>Infrastructure Improvement to General Capital</td>
<td>$115,630</td>
</tr>
<tr>
<td>Total Advances and Advance Repayments</td>
<td>$115,630</td>
</tr>
<tr>
<td>Total Transfers and Advances</td>
<td>$1,214,374</td>
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</table>
Section 3: That the City Director of Finance be and is hereby authorized and directed to draw warrants against the appropriations set forth upon presentation of proper vouchers.

Section 4: That all expenditures within the fiscal year ending December 31, 2018 shall be made in accordance with the code accounts set forth above, and shall be made within the appropriations herein provided ("Appropriations" as used means the total amount appropriated for an individual fund). For any Capital Project Funds (400 Series) the appropriation herein approved shall lapse only upon completion of all specified projects; therefore, any appropriation balance unexpended at the end of the fiscal year shall be carried forward to subsequent fiscal years.

Section 5: That 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 any committee that resulted in those formal actions were in meetings open to the public in compliance with law.

Section 6: That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety, and welfare, and for the reason that it is necessary for the current operation of the City, and therefore shall take effect immediately upon its enactment and approval by the Mayor.

PASSED:

______________________________
PRESIDENT OF COUNCIL

______________________________
CLERK OF COUNCIL

______________________________
MAYOR

______________________________
DATE
<table>
<thead>
<tr>
<th>Department</th>
<th>Annual</th>
<th>Bond</th>
<th>Earned</th>
<th>Non Earned</th>
<th>Interest</th>
<th>Total</th>
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<td>$ 13,860.00</td>
<td>$ 6,068.00</td>
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<td>-</td>
<td>$ 83,368.00</td>
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<td>-</td>
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<td>Computer Replacements (including City Wide Server)</td>
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<td>Community Service-Dodge Caravan</td>
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<td>Misc. Building Roof Improvements</td>
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<td>Total Public Building Roof Improvements (496)</td>
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</tbody>
</table>

**GRAND TOTAL**

$2,263,368.00

Total amount appropriated by fund may not be exceeded.
November 28, 2018

Mayor Paul A. Koomar
City of Bay Village
350 Dover Center Road
Bay Village, Ohio 44140
pkoomar@cityofbayvillage.com

Re: Professional Services Proposal 50010318
Code Compliance Consulting

Mayor Koomar,

We appreciate the opportunity to provide you with this professional services proposal in regards to the above referenced services. We have discussed your objectives in depth in an effort to develop a thorough understanding of the project parameters. This understanding is reflected in the following proposal for professional services.

Please review this document and feel free to contact me if you have any questions or comments in its regard. I am also normally available 7:30 - 5:00 EST at our office at 216-767-5400, extension 100, and always available via email at pthornton@sixmoae.com.

Sincerely,

[Signature]

Patrick E. Thornton, AIA
Principal
Sixmo, Inc.

Cleveland Office
28045 Clemens Road
Westlake, OH 44145
216-767-5400

Columbus Office
147 N. High Street
Gahanna, OH 43230
614-942-5500

Marietta Office
204 Front Street
Marietta, OH 45750
740-809-2400
Understanding
The City of Bay Village is seeking professional consulting services regarding building code compliance and miscellaneous consulting for the City serving as a professional Architect.

Scope of Services
The scope of professional services for this project shall include the following services, executed by Sixmo acting as an independent contractor:

1. Provide Plans Examination Services, acting as the Prime Plans Examiner for the City, in accordance with the State of Ohio Board of Building Standards requirements for such services, and the following:
   a. Sixmo shall act as an independent contractor and shall act in an expeditious and timely manner while supervising and taking charge of the review of the general building plans and specifications for buildings which are referred by the City.
   b. Sixmo shall undertake a thorough examination, either alone or in concert with authorized personnel of the Building and/or Fire Departments, of all such plans and specifications to determine conformity with applicable sections of the Ohio Building Code as they apply to any such proposed building structure.
   c. After completion of a plan review, Sixmo shall mark plans so reviewed as being “approved”, “non-conformance approval”, “conditional approval”, “phased approval”, “annual approval”, or “Insufficient construction documents”, and shall issue a Document Examination Review Record identifying code deficiencies, if any, as a condition of plan approval. Plans and Document Examination Review Record shall be returned to the City for further disposition to the applicant.
   d. At the request of the City, Sixmo shall (upon reasonable notice) meet with the City or authorized representatives and shall (as directed) visit construction sites under the jurisdictional authority of the City and make whatever observation reports that the City may request.

2. Provide services in accordance with the State of Ohio Board of Building Standards acting as the Back-up Chief Building Official, when directed by the Mayor.
3. Provide consulting services to the City, when directed by the Mayor, in the role of Consulting Architect, or Consulting Structural Engineer, including:
   a. Sixmo shall attend, when directed by the City, meetings and work sessions in connection with the business matters involving the Building Department and/or other City Commissions and shall represent the City of Bay Village in matters when so instructed by the Mayor.
   b. Sixmo shall provide professional architectural design services to the City upon request by the Mayor.

**Deliverables**

Sixmo shall provide the following deliverables as a part of the base scope of work:

1. PDF files for all deliverables, delivered via email.

Additional hard copies of deliverables are available to the Client at Sixmo's cost of reproduction and labor, plus 10%.

**Clarifications and Exceptions**

1. Sixmo shall perform all services in a professional manner in accordance with the Code of Ethics and Professional Conduct of the American Institute of Architects and as consistent with that degree of care and skill ordinarily exercised by members of the same profession. Sixmo shall comply with all applicable local, state, and federal laws.

2. Sixmo shall provide sufficient personnel to accomplish all services as set forth herein.

3. Insofar as the services for plans examination under this Agreement may require, the City agrees to furnish Sixmo with either one (1) complete hard copy set of plans and specifications, or one (1) complete digital copy of plans and specifications received from each applicant.

4. Should the scope of services be greatly changed after the commencement of this agreement, or should it become necessary to supply additional services, this agreement shall be amended from time to time in writing to provide for the inclusion of such additional required services and shall be signed by the parties hereto and submitted to Council for approval as amended.

5. City agrees that if a project covered by the Agreement and performed by the Architect shall be suspended or abandoned, the City shall notify
Sixmo in writing of such suspension or abandonment of said project. City shall pay Sixmo for all actual services rendered in accordance with the payment terms of this agreement.

6. Sixmo understands and agrees that the relationship of Sixmo to the City arising out of this agreement shall be that of independent contractor. It is understood that Sixmo or its representatives, staff, and employees are not employees of the City, and are therefore not entitled to any benefits provided by the City. Sixmo shall be responsible for reporting and accounting for all State, Federal, Social Security, and local taxes where applicable.

7. Unless otherwise provided herein, all notices to the City shall be made to Mayor Paul A. Koomar, City of Bay Village, 350 Dover Center Road, Bay Village, Ohio 44140. Notices to Sixmo shall be made to Patrick E. Thornton, Principal, Sixmo Inc. 28045 Clemens Road, Suite D, Westlake, Ohio 44145.

8. Sixmo understands that this agreement is a contract for personal services of Sixmo and that it is made by the City in reliance upon Sixmo's skill and knowledge in the activities to be performed. Accordingly, this agreement is non-assignable by Sixmo without the City's written consent. In addition,

9. Sixmo reserves the right to subcontract services related to the scope of work that Sixmo does not provide in-house, only upon written consent of the City.

10. This agreement constitutes the entire agreement between the parties pertaining to the subject matter and supersedes all prior contemporaneous agreements and understandings of the parties in connection with this subject matter. No modifications of this agreement shall be effective unless in writing and signed by all parties.

11. Sixmo shall maintain at all times during the duration of performance of this agreement such General Liability Insurance as approved by the City as to limit, form, and amount. Professional Liability Insurance shall be secured and maintained in full force during the term of this agreement in an amount not less than $1,000,000.00 per claim. A Certificate of Insurance evidencing coverage shall be provided to the City and the City shall be added as an additional insured.

Schedule
We are available to begin this work immediately. The term of this proposal/agreement shall be for the 2019 Calendar Year.
Professional Fees

The professional services outlined herein shall be provided for an hourly rate of $95.00 per hour.

Additional Services not outlined herein will be charged at an hourly rate of $95.00. Additional services will only be executed upon written direction from the Client. Sixmo Inc. can provide the Client with an estimate to complete for all hourly additional services prior to the initiation of any task.

Expenses

Expenses included in the professional fees above include:
1. Reproduction of deliverables and in-house progress documents required to execute our services.
2. Mileage/Travel costs related to project meetings, and other local travel required to execute the scope of work.

Expenses that shall be considered reimbursable, shall include:

1. Reproductions not included in the base scope of services.
2. Mileage/Travel over and above that specifically indicated as included in the base scope of services. This includes mileage and travel expenses incurred resulting from any additional services not specifically addressed above.
3. Postage/shipping costs for other than normal day-to-day firm operations, including the cost of shipping hard copies of construction documents and revisions to authorities having jurisdiction and to the Client.

Additional expenses, besides those described above, will be invoiced based on cost +10%. Additional expenses will only be incurred upon written direction from the Client.

Method of Payment

Payment for the proposed professional services will be invoiced monthly, based on the services provided and expenses incurred between the first and last day of the month or upon completion of the scope of services. Payments are due Net 30 Days from their receipt.
Consequential Damages

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
Acknowledgement
Please acknowledge acceptance of this proposal by signing below and returning a copy to Sixmo Inc.

Acknowledgement and Acceptance:
Sixmo Inc.

[Signature]

By: Patrick E. Thornton, AIA
Title: Principal
Date: November 28, 2018

Acknowledgement and Acceptance:
The City of Bay Village

[Signature]

By: Paul A. Koomar
Title: Mayor
Date: __________________
CONTRACT FOR THE PROVISION OF
MUNICIPAL ENGINEERING CONSULTING SERVICES
TO THE CITY OF BAY VILLAGE, OHIO

This agreement is set between the City of Bay Village and Chagrin Valley Engineering, Ltd., for the provision of Municipal Engineering Consulting Services.

Section 1. Donald P. Bierut, P.E. (hereinafter referred to as "Engineer") and Jeffrey J. Filarski, P.E. (hereinafter referred to as "Assistant Engineer", duly licensed as a Professional Engineers, in conjunction with Chagrin Valley Engineering, Ltd., (hereafter referred to as "CVE") are hereby designated as the Consulting Municipal Engineer and Assistant Consulting Municipal Engineer for the City of Bay Village, Ohio for a term beginning upon execution of this agreement and thereafter at the pleasure of the Mayor, upon the terms, provisions and conditions thereafter set forth herein and ratified by the City Council. The Engineer(s) in conjunction with CVE staff shall perform such services and be compensated for services rendered to the City as follows:

a) Preparation of necessary plans, profiles, specifications and estimates of cost for such public improvements as may be authorized by the Mayor and/or Council to prepare;

b) Supervise and serve as representative of the City of Bay Village in the execution of those public works projects for which the Engineer is authorized by Mayor and/or City Council to so act;

c) As authorized by the Mayor and/or City Council, supervise and direct construction inspectors and such inspectors shall report to and receive their instructions from the Engineer, relative to the improvements covered in paragraphs (a) and (b) hereof;

d) Upon appropriate authorization, furnish to the Mayor and/or Council plans, specifications and estimates of cost for such improvements for the guidance of this Mayor and/or Council and for the information and guidance of contractors dealing with the City of Bay Village;

e) Prepare applications for grant programs which are available for public improvement projects;

f) Review plans of private, commercial and residential developments and advise the Mayor and Council on the plans;

g) Review lot plans for new residential homes and check final lot grades when requested by the Bay Village Building Department to verify consistency with the approved lot plan;

h) Act in conjunction with the Bay Village Mayor and Service Director on matters related to the City of Bay Village’s interests relative to the Rocky River Wastewater Treatment Plant and the Cleveland Water Department on matters concerning sanitary sewage treatment and provision of a potable water supply;

i) Act in conjunction with the Bay Village Mayor and Service Director on matters related to the City of Bay Village’s Ohio EPA National Pollutant Discharge Elimination System (Phase II) requirements;

j) Make and deliver to the Mayor and/or this Council regular reports of the progress of improvements under the Engineer's charge, stating conditions of same, including any changes in construction costs and/or engineering costs, together with any other matters of interest desired by the Mayor and/or this Council. All plans and specifications shall be the property of the City of Bay Village;
k) Be in charge of engineering and other work to be furnished hereunder as the same may be authorized by City Council, with the right and obligation of calling upon any of the personnel and facilities of its firm as needed from time to time in the performances of said work; and

Section 2. The Engineer and the Assistant Engineer, in conjunction with CVE, shall furnish services to this City, as required by the City, through the City Council or its designee, including the following services covered by the compensation as described below in this section. Services involving the use of additional CVE staff members shall be compensated as described with Section 3 of this agreement:

a) Act as a technical consultant and advisor on engineering matters referred to them by the Mayor or by the City Council, and Administrative Departments upon direction of the Mayor.

b) Act as a technical consultant and advisor on engineering matters referred to them by the Mayor or by the City Council related to the City of Bay Village’s interests associated with the Rocky River Wastewater Treatment Plant and the Cleveland Water Department, and attend meetings related thereto as requested.

c) Advise the Mayor in matters relating to resident’s problems pertaining to engineering as they may relate to public sewers, public water supplies, drainage patterns and building grades.

d) Assist the Mayor, the Planning Commission, the Chief Building Official, the Service Department and other municipal departments, boards or commissions, as directed, on municipal engineering and National Flood Insurance Program matters.

e) Attend Council meetings and other meetings as requested by the Mayor and/or City Council. The monthly retainer amounts presented below in this section is based upon the attendance of the Engineer at Planning Commission, Board of Zoning Appeals, and Architectural Board of Review meetings and City Council Work Session meetings as requested.

f) Preparation of preliminary sketches and estimates, concerning the advisability of proceeding with public improvements such as pavement improvements, sanitary sewer systems, storm water collection, water distribution, or other infrastructure improvements contemplated by the Mayor and Council.

g) Perform such other duties as is normally required of Consulting Municipal Engineers not requiring the use of additional staff members such as field crews, etc.

Chagrin Valley Engineering, Ltd., shall receive as compensation for the services described in Section 2 hereof, an annual retainer in the sum of Forty-Five Thousand Dollars ($45,000.00), prorated and commencing with the first pay period after execution of this agreement, payable in bi-weekly installments to Donald P. Bierut, P.E. and subject to payroll and Public Employee Retirement System withholding taxes. In addition, Chagrin Valley Engineering, Ltd., shall also receive as compensation for the services described in Section 2 hereof, an annual retainer in the sum of Five Thousand Dollars ($5,000.00), prorated and commencing with the first pay period after execution of this agreement, payable in bi-weekly installments to Jeffrey J. Filarski, P.E. and subject to payroll and Public Employee Retirement System withholding taxes.

Section 3. For services in connection with the construction of public improvements as described above, Chagrin Valley Engineering, Ltd., shall receive compensation as a percentage of the actual cost of construction of all improvements authorized by Council and under its control. The percentage paid shall be as follows:
COST OF CONSTRUCTION

<table>
<thead>
<tr>
<th>Cost</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 0</td>
<td>$150,000 Hourly</td>
</tr>
<tr>
<td>$ 150,001</td>
<td>$250,000 plus 8.7% of the amount over $150,001</td>
</tr>
<tr>
<td>$ 250,001</td>
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</tr>
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</tr>
<tr>
<td>$1,000,001</td>
<td>$5,000,000 plus 6.1% of the amount over $1,000,001</td>
</tr>
</tbody>
</table>

The fees provided in this subsection shall cover engineering services including complete detailed plans and specifications, preparation of monthly and final estimates for contractor’s payments and providing an Engineer for construction management to administer the construction contract. The above schedule of fees does not cover various supplementary services. Supplemental services not included within the presented fee schedule are, but not limited to: wetland delineations, stream quality assessments, preparation and acquisition of U.S. Army Corps of Engineers / Ohio Environmental Protection Agency wetland or stream fill permits, property, boundary, or right-of-way surveys, topographic surveys, profile surveys, grade stakes for construction, inspection of construction, shop, mill, field, or laboratory inspection of materials, cost of test borings, or other subsurface exploration, traffic studies, or calculations of special assessments. These supplementary services may be provided by the Chagrin Valley Engineering, Ltd. on an hourly basis in accordance with the schedule of rates hereinafter set forth below or upon invoice submitted by the entity providing such supplemental services.

Chagrin Valley Engineering, Ltd. shall be entitled to progress payments in proportion to services performed on monthly basis. Upon authorization by City Council and until bids are taken and contracts awarded, compensation shall be determined by the following percentages and the Engineer’s estimated construction cost. As the work is constructed, Chagrin Valley Engineering, Ltd. shall receive additional compensation equal to the balance of the fee based upon a percentage of the certificates of payment to the contractor, provided said payment is authorized by City Council. As soon as the final certificate of payment to the contractor is issued, any adjustment shall be made so the total fee shall be a sum equal to the schedule percentage. The compensation for basic services shall be based upon the following percentages of the total fee attributable to various phases of the work:

1. Preliminary Report Phase 15%
2. Preliminary Design Phase 20%
3. Final Design Phase 45%
4. Bidding and Project Award Phase 10%
5. Contract Administration 10%

In the event proceedings for work are abandoned or postponed and then revived and actively pressed either by this or by a succeeding Council within five (5) years of the date of said abandonment or postponement, Chagrin Valley Engineering, Ltd. shall credit against the total compensation the payment previously made hereunder, providing that Chagrin Valley Engineering, Ltd. is at that time employed by this or by a succeeding Council to provide Municipal Engineering Consulting Services. In the event of the revival of a project within the time frame specified above, Chagrin Valley Engineering, Ltd. could, at its discretion, elect to negotiate additional fees with the City of Bay Village. Additional fees would address conditions that have incurred solely because of changes in existing conditions since the abandonment or postponement of the project, or design parameters that have been established by governmental review and approval after such delay.
Engineering charges for federally funded work must be in accordance with Federal Regulations and are set and approved as part of the funding procedure, and therefore are not part of this document.

**HOURLY RATE SCHEDULE:** For additional services for which the Engineer or Assistant Engineer shall have been authorized to prepare material or work not let by Contract or for the performance of any of the following tasks:

- Special Surveys
- Preparation of Reports
- Preparation of Special Assessments
- Field Elevation Checks of Walks, Basements, Sewers, etc.
- Storm Water Management Inventory Assistance
- Storm Water Drainage: Plan / Calculation Review
- Erosion and Sediment Control: Plan Review / Site Inspections
- Sanitary “Tap-In” Reviews and Fee Determinations
- Residential / Commercial / Industrial Site Plan and or Subdivision Review
- Survey Plat Review
- Development / Implementation of Ohio EPA National Pollutant Discharge Elimination System (Phase II) Storm Water Management Program
- Preparation / Maintenance of Geographical Information Systems

Compensation shall be made based on time spent by the Engineer or his employees and associates at the rates set forth in the following schedule of hourly rates, plus reimbursable expenses.

<table>
<thead>
<tr>
<th>Position</th>
<th>Hourly Rate</th>
</tr>
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<tbody>
<tr>
<td>Engineer - Partner</td>
<td>$96.00</td>
</tr>
<tr>
<td>Engineer</td>
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<tr>
<td>Contract Administrator</td>
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<tr>
<td>Water Quality Scientist</td>
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<tr>
<td>Professional Surveyor</td>
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<tr>
<td>CAD Designer</td>
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<tr>
<td>Geo. Info. Sys. (GIS) Tech.</td>
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<tr>
<td>Clerical</td>
<td>$35.00</td>
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<tr>
<td>1 Man Survey Field Crew w/GPS</td>
<td>$114.00</td>
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<tr>
<td>2 Man Survey Field Crew</td>
<td>$128.00</td>
</tr>
<tr>
<td>3 Man Survey Field Crew</td>
<td>$143.00</td>
</tr>
<tr>
<td>Environmental Scientist</td>
<td>$81.00</td>
</tr>
<tr>
<td>Construction Observer*</td>
<td>$53.00</td>
</tr>
</tbody>
</table>

*Construction Observation shall be subject to two hours minimum per day and a 1.5 times overtime rate beyond 8 hours per day unless a shortened work week (four 10-hour days for example) is approved by the Consulting Municipal Engineer in advance.

Prints, Materials, Supplies and Services provided or performed by others at Cost.

**Section 4.** The Consulting Municipal Engineer and Assistant Consulting Municipal Engineer as provided for in Section 1 agree that for the duration of their employment by this Municipality neither they nor any member of CVE or employee thereof, will accept any private engineering or surveying work that requires their review and/or approval unless such work is approved by the Mayor and Council; however, work for Federal, State, County or Regional Governments is not prohibited.
Section 5. CVE shall maintain Professional Liability Insurance in the Amount of $2,000,000 and provide the City with a Certificate naming the City as an additional insured during the period this Ordinance is in effect.

Section 6. Documents and Files: All engineering documents and project files, both printed and digital, created for the purposes serving the City of Bay Village shall be the property of the City of Bay Village.

Section 7. The contract provided herein with CVE may be terminated by either party on thirty (30) days advance written notice to the other, provided that such termination shall not affect the duty of the Consulting and Assistant Municipal Engineers or Chagrin Valley Engineering, Ltd., to render service, nor the obligation of the City to pay for such service rendered, before the effective date of termination.

Donald P. Bierut, P.E., Partner, Date
Chagrin Valley Engineering, Ltd.

Jeffrey J. Filaraki, P.E., Partner, Date
Chagrin Valley Engineering, Ltd.

Accepted this ______ day of ______, 2018 by the City of Bay Village, Ohio, pursuant to Ordinance of Council No. 18--- adopted on ______, 2018

BY: ____________________________
Paul Koomar, Mayor
City of Bay Village, Ohio

Attest:

Joan Kemper, Clerk of Council

The legal form of the within instrument is hereby approved.

Mark Barbour, Director of Law, Date
November 8, 2018

Honorable Paul A. Koomar
Mayor
City of Bay Village
350 Dover Center Road
Bay Village, Ohio 44140

RE: Proposal for Rule 13 Permit Submittal and Landfill Investigation Activities
Cahoon Park – Soccer/Sports Fields
City of Bay Village, Cuyahoga County, Ohio

Dear Mayor Koomar:

Partners is pleased to submit this proposal to the City of Bay Village (City or Client) to provide environmental and engineering consulting services associated with the above referenced site located in the City of Bay Village, Cuyahoga County, Ohio. Partners understands that the site is a portion of larger parcels of land identified as Permanent Parcel Numbers (PPN) 203-02-001 and 203-01-003, owned by the City of Bay Village and also known as Cahoon Park (Property).

The Property encompasses approximately eight (8) acres of land currently being utilized as public soccer/sports fields with associated paved parking areas. The area to be evaluated as part of this investigation generally includes the soccer/sports fields located at the southwest corner of the intersection of Lake and Cahoon Roads and bounded to the west by the Metroparks’ Huntington Reservation and south by Park Lane (aka Harvey Yoder Parkway) and a parking area. The area of the current restrooms/multi-user facility and small soccer/sports fields, south of Park Lane, will also be included.

The City is currently looking into options related to managing storm water at the Property to improve the condition and use of the soccer/sports fields and to aid in the planning for future walking trails, and expansion of the restrooms/multi-user facility. Partners is currently under contract to complete a utilities investigation, a topographic/existing conditions survey and to create conceptual plan options for storm water management improvements to the soccer/sports fields. Because of the past use of the area as a solid waste landfill, additional obligations will be involved under Ohio’s Solid Waste regulations, specifically the applicability of Ohio Administrative Code (OAC) Section 3745-27-13, commonly referred to as “Rule 13”.

Background

Based on the documents reviewed by Partners, a solid waste disposal facility was in operation at the Property from as early as 1954 through at least 1968. A meeting at the Ohio Environmental Protection Agency (EPA) Northeast District Office (NEDO), which included representatives from the Ohio EPA, the Client and Partners, was conducted on October 18, 2018. The specific purpose and goal of the meeting was to obtain the Ohio EPA’s concurrence regarding what activities are subject to a Rule 13 permit in order to limit the scope of the permit and to avoid comments from the agency during the approval process. During the meeting, it was generally agreed upon that the limits of the waste placement are known and that the waste placement appeared to end prior to 1976.
Although it appears that all prior solid waste landfilling operations that occurred on the Property ceased prior to July 29, 1976 and prior to the promulgation of landfill closure regulations, the Property is subject to Ohio Administrative Code (OAC) 3745-27-13 (A.K.A. Rule 13) should filling, grading, excavating, building, drilling or mining activities be conducted on land where a hazardous waste facility or solid waste facility was operated or within 300 horizontal feet. Since solid waste disposal activities were concluded prior to 1976, the proposed landfill investigation activities are subject to Paragraph F of the Rule 13.

This proposal is for services to prepare and submit documentation to the Ohio EPA as required under OAC 3745-27-13(F) so that further investigation of the landfill "cap" and extent of waste placement can be conducted. Specific activities to be conducted are further described in Task 2, below. Additional future work at the Property, including the storm water management activities and the expansion of the restrooms/multi-user facility, will be handled under a separate Rule 13 Permit, as necessary, and a proposal for that work will be prepared at a later date once the results of this investigation phase are completed.

The Rule 13 Permit submittal, in accordance is OAC 3745-27-13(F), must be received by the Ohio EPA 30 days prior to beginning filling, grading, excavating, building, drilling or mining activities.

Scope of Work

Task 1 - Rule 13 Permit Application

In order to apply to the Ohio EPA for the Rule 13 Permit for the investigative activities proposed under Task 2, the Client is required to prepare and submit documentation to the agency in accordance with OAC 3745-27-13(F). The documentation will be presented to the Ohio EPA 30 days prior to planned activities. Upon authorization from the Ohio EPA Director or 30 days after the Rule 13 Permit Application is submitted, activities may commence. The following documentation will be prepared by Partners and submitted to the Ohio EPA, as required for conducting these activities at the Property.

Provide information necessary for Ohio EPA to make a determination that the activities will be performed in a manner that will comply with the requirements of Chapter 3734 of the Revised Code, will not create a nuisance, and is unlikely to adversely affect the public safety or health or the environment, including as appropriate the following information in the following order:

1. Name of the facility, if any, and type of facility.
2. Address of the site.
3. County and township in which the site is located.
4. Name, address, and telephone number of person to contact for additional information regarding the activities at the site.
5. Size of site.
6. Identification of type and amount of waste present at the site, including a description of the process that created the waste and the time period of waste disposal.
7. Description of activities proposed at the site.
8. Description of any institutional control that applies to the site.
9. Description of the manner in which the control of air emissions, control of leachate, surface water run-on and runoff, explosive and toxic gas migration, and protection of ground water will be performed.
10. Letters of acknowledgement from the owners of all parcels of land to which the authorization pertains.
11. A statement that the requirements contained in paragraphs (H)(2) to (H)(10) of OAC 3745-27-13 will be followed.
(H)(1) – Not Applicable

(H)(2) – Filling, grading, excavating, building, drilling, or mining may occur thirty-one days after submitting a request for authorization to the director.

(H)(3) – Not Applicable

(H)(4) – If solid or hazardous waste or soils are removed from a closed facility, representative sampling of waste and potentially contaminated soil shall be performed. No waste removal is proposed.

(H)(5) – All filling, grading, excavating, building, drilling, or mining activities shall be performed in compliance with Chapters 3704, 3734, and 611 of the Revised Code and applicable local, state and federal laws and regulations pertaining to environmental protection, including but not limited to protection of ground water and control of air emissions, leachate, and surface water run-on and run-off.

(H)(6) – No excavation of waste shall occur unless the excavated waste is replaced within previously existing horizontal and vertical limits of waste placement or is treated or disposed of at a licensed, permitted treatment or disposal facility, in accordance with Chapter 3734 of the Revised Code and the regulations promulgated thereunder. Any wastes that are suspected or known to be hazardous and are removed from the horizontal and vertical limits of waste placement during filling, grading, excavating, building, drilling or mining activities, shall be stored in accordance with Chapter 3734 of the Revised Code until such time as these wastes are properly characterized and treated or disposed. Any liquid wastes released during filling, grading, excavating, building, drilling or mining activities shall be stored in accordance with Chapter 3734 of the Revised Code until such time as these wastes are properly characterized and treated or disposed. No waste removal is proposed.

(H)(7) – If excavation occurs outside the limits of waste at the site, the material used to backfill any excavated areas may not consist of solid or hazardous waste.

(H)(8) – Filling, grading, excavating, building, drilling, or mining activities shall be performed in a manner that prevents migration of leachate, explosive gas, or toxic gas from the facility.

(H)(9) – Upon completion of filling, grading, excavating, building, drilling, or mining activities at a closed facility, the condition of the facility cap shall be restored in accordance with the appropriate provisions of Chapter 3734 of the Revised Code and the rules promulgated thereunder as were applicable at the time the facility originally submitted certification of closure, or the rules the facility was required to close under if certification was never submitted.

(H)(10) – The owner or operator shall provide a certification report within 60 days of completion of the filling, grading, excavating, building, drilling or mining activities. (See the Certification Report Task).

12. A statement that the applicable requirements contained in Chapter 3734 of the Revised Code will be followed by the applicant.

13. An affidavit affirming that the assertions made in this application are true.

Certification Report

In accordance with paragraph (H)(10) of OAC 3745-27-13, Partners will prepare a Certification Report, portions of which will need to be completed by the City, to be submitted to the Ohio EPA within 60 days of completion of the activities conducted in Task 2 under the Rule 13 permit.

The Certification Report shall contain the following:

- A verification to Ohio EPA that the following activities have been completed:
  - The owner or operator has filed with the board of health having jurisdiction and with the Ohio EPA, a plat or revised existing plat for the unit(s) of the solid waste facility or hazardous waste facility and information describing the acreage, exact location, depth, volume, and nature of the waste deposited in the unit(s) of the solid waste facility or hazardous waste facility that was impacted by the filling, grading, excavating, building, drilling or mining activities. *Partners will provide a Plat Map for this requirement.*
  - Because waste still remains on the Property, the owner shall update any prior recorded notation on the deed to the Property, in accordance with state law, to notify any potential purchaser of the Property that the land has been used as a hazardous waste facility or solid waste facility and that its use is restricted. The notation shall describe the acreage impacted by the filling, grading, excavating, building, drilling or mining activities; and the exact location, depth, volume, and nature of waste disposed of at the site. *The City shall conduct this requirement.*

- A notarized statement that if a protective layer, engineered cap, or surface soil on the site was disturbed, to the best of the owner's or operator's knowledge, the protective layer, engineered cap, or surface soil has been restored to a condition more protective than or equivalent to the condition prior to the activities being performed at the site.

Task 2 – Landfill Investigation

Site-Specific Health and Safety Plan (HASP) and Hazard Communication

Partners will prepare a site-specific HASP to be reviewed at the Property with all subcontractors and/or City staff prior to initiating field activities. Partners will conduct a brief Hazard Communication, on behalf of the City, for any City employees that will work on the site.

OUPS and OGPUPS Notification and Access

Partners will contact the Ohio Utility Protection Service (OUPS) and the Ohio Oil and Gas Producers Underground Protection Service (OGPUPS) at least 48 hours before initiating field activities. Marking or showing Partners the location of on-Property utilities, which are not part of the OUPS/OGPUPS locate, is the responsibility of the Client. Unless caused by Partners' negligence, Partners cannot be held liable for damage to any utilities during activities conducted as part of this investigation.

Test Pit Installation

Partners will supervise the excavation of several small test pits with a backhoe at the Property. We understand that the Client will provide the necessary labor and equipment for the backhoe and operator. Partners recommends that personnel used to operate the backhoe be trained under the Occupational Safety and Health Administration (OSHA) HAZWOPER requirements. Partners will prepare an appropriate Health and Safety Plan (HASP) but will not be responsible for the OSHA-defined safety of the Client's contractor/employees.

The purpose of the landfill investigation is to determine the condition and current attributes of the cap material and to generally confirm the limits of waste placement, to the extent possible, as they relate to the planned work.
In general, the activities can be summarized as follows:

- Excavate small test pits to determine general cap thickness and the edges of the landfill.
- Excavate small test pits in the parking area to determine if waste is present.
- Excavate small test pits to determine if fill materials are present in areas around current restrooms/multi-user facility.
- Collect photo documentation during excavation activities.
- Log visual observations associated with test pits, particularly as it pertains to the depth, thickness and composition of topsoil and cap materials.
- Install stakes or flags to mark the limits of the fill material and document the locations of those limits.
- Collect up to 10 samples of cap material for geotechnical testing.

We understand that the Client will provide the necessary labor and equipment for the backhoe and operator. Partners recommends that personnel used to operate the backhoe be trained under the Occupational Safety and Health Administration (OSHA) HAZWOPER requirements. Partners will prepare an appropriate Health and Safety Plan (HASP) but will not be responsible for the OSHA-defined safety of the Client’s contractor/employees.

Prior to the beginning of the landfill investigation activities, Partners will meet at the Property with City personnel (and any other parties invited by the City) in order to locate and approve the desired locations of the test pits. Partners requests that the Client, or their representative, who is knowledgeable of utilities at the Property also meet with us to help identify acceptable test pit locations that will not impact utilities.

During the excavation of the test pits, Partners will collect up to 10 representative samples of existing cap material for laboratory analysis to determine pertinent physical characteristics. We anticipate that laboratory testing will include determining the moisture content, grain size distribution, and density, as well as Atterberg testing on the representative selected cap samples. The soil samples will be collected by hand or with a trowel directly from the backhoe bucket and submitted to a qualified laboratory on a standard turnaround time.

The Client will be responsible for backfilling the test pits with the removed materials, compacting with the backhoe and replacing topsoil and reseeding. Partners will not be responsible for site restoration or settlement.

Our proposal assumes that the Client will be able to provide and/or arrange sufficient access to the Property to allow completion of all proposed field activities.

Partners estimates that the scope of work for the landfill investigation will take approximately three (3) eight (8)-hour days to complete.

**Deliverable**

Based on the previous survey and information gathered from the test pit installations, Partners will create a topographic map that will include the current surface elevations as well as elevations of the top of fill and the top of the cap (bottom of topsoil).

Also included in this scope of work, Partners will coordinate a brief meeting with the City to discuss the results of the landfill investigation and plan for the next steps in the process, including the development of a final Conceptual Plan, based on those results. We anticipate that this work will lead to the proposed construction phase, which will also be subject to a subsequent and new Rule 13 permit. We also understand that the City is pursuing a grant to support funding for the construction. A proposal for the final Conceptual Plan will be provided to the City by Partners.
Limitations

- Partners is relying upon existing historical data and information for the Property.
- No waste material is planned to be disturbed or removed as part of this proposed work.
- The Client will be responsible for backfilling the test pits with the removed materials and compacting with the backhoe. Some unavoidable damage will result from the investigation and we cannot be held liable for these conditions.
- Costs associated with responding to any significant Ohio EPA comments are not included in this proposal.

Fees

Partners is prepared to undertake this project for the fees described below. The fees are presented on a Fixed Fee and Time and Materials (T&M) basis, where applicable. Partners will not exceed the amount presented below without prior written authorization. Our proposal is valid for 30 days. The following describes our costs for the project.

**Task 1: Rule 13 Permit**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Application Submittal</td>
<td>$ 6,250</td>
</tr>
<tr>
<td>Certification Report</td>
<td>$ 1,480</td>
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<td><strong>Total</strong></td>
<td>$ 7,730</td>
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<td><strong>Fixed Fee</strong></td>
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**Task 2: Landfill Investigation Activities**

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<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Coordination, On-site Meeting and Field Activities (3 days)</td>
<td>$ 6,390</td>
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<tr>
<td>Equipment and Materials</td>
<td>$ 1,025</td>
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<tr>
<td>Laboratory Fees ($230/sample, estimated 10 samples)</td>
<td>$ 2,300</td>
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<tr>
<td>Reporting, Follow-up Meeting</td>
<td>$ 4,585</td>
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<td><strong>Total</strong></td>
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<tr>
<td><strong>T&amp;M</strong></td>
<td></td>
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</table>

An invoice for each task will be provided at the time of completion of the work outlined in this proposal or monthly, whichever comes first, and then proceed regularly as the project progresses. Payment terms are net 30 days. After 30 days, a compounded monthly 1.5% interest charge will be assessed on past due balances. Partners reserves the right to recover attorneys and other reasonable fees associated with the collection of past due balances.

**Closing**

Partners appreciates this opportunity to provide Professional Consulting Services to you. If acceptable, please indicate your approval of this contract by signing in the space provided and returning to us by fax or e-mail.

Thank you in advance for your consideration of this proposal.

Sincerely,

Partners

___________________________  ___________________________
Christopher J. Butcher        Dan B. Brown, CPG
Project Manager               President
AUTHORIZATION

Agreed to this ___ day of ______________________, 2018

Agent For: ________________________________________

Signature: ________________________________________

Name: ____________________________________________

Title: _____________________________________________
MEMORANDUM OF UNDERSTANDING
Between the Cuyahoga Soil and Water Conservation District
and the
City of Bay Village

This Memorandum of Understanding ("MOU") is made __________ day ("Effective Date"),
between the Cuyahoga Soil and Water Conservation District (SWCD) and City of Bay Village ("City"),
for assistance with technical assistance in implementing soil and water conservation measures.

Purpose – Implementation of conservation education, stewardship and public involvement activities that
also corresponds to the City’s Municipal Separate Storm Sewer System (MS4) permit.

Recognizing the need for effective collaboration in raising awareness through education,
stewardship opportunities and public involvement and working to change the perceptions and behaviors
of the public for a cleaner, healthier environment, such as what is required in the national pollutant
discharge elimination system permit, the City of Bay Village and the Cuyahoga Soil and Water
Conservation District (SWCD) accept this agreement as the document which describes the process for
exchange. Cooperation between these two units of government facilitates better awareness of
environmental issues and potential solutions for a healthier environment. In providing conservation
education assistance and expertise to the City, the SWCD hopes to influence citizens to better protect and
conserve soil and water resources. The Ohio Revised Code, Ch 940, describes the District’s authority for
engaging in this Mutual Agreement.

The SWCD and the City have mutually agreed to this scope of assistance related to education,
stewardship and public involvement for the conservation of soil and water resources.

Cuyahoga SWCD Conservation Program

The SWCD will work with the City to provide a conservation program that includes public
education and public involvement, such as that listed in the City’s Storm Water Management Plan, local
watershed action plan, and/or balanced growth plans, or others as mutually agreed upon. The goal of the
education, stewardship and public involvement program is to reach diverse stakeholders, including City
residents, City staff, school children, etc. through the following services:

1. SWCD staff will coordinate activities and facilitate program implementation with feedback from the
   City’s designee and/or through an annual stakeholder meeting.

2. SWCD staff will attend City council meetings, as requested.

3. SWCD will assist the City in planning and promotion of a local pollution prevention or clean water
   event and assist in identifying partnerships with various community stakeholders. Events may include
   stream clean ups, drain stenciling, water festivals or other activities to engage the public.

4. SWCD will create a variety of educational materials, including brochures, fact sheets, newsletters,
   newsletter articles, web-based information for the City’s use, special mailings, educational posters
   and school programs, such as age-specific student programs and teacher workshops related to
   conservation concerns, including watershed issues, soils and water.

5. SWCD will provide opportunities for student involvement in local, state and national programs and
   competitions.
6. On the City's behalf, the SWCD will participate in the Northeast Ohio Public Involvement and Public Education Work group (NEO PIPE). Products produced by the NEO PIPE Work Group will be shared with the City.

7. The SWCD will seek opportunities to maximize impact and minimize additional program costs related to printing large quantities of selected materials that become available to the public.

8. The SWCD will provide an annual report of all activities undertaken, including copies of all fliers, notices, and types of stakeholders reached, attendance records and any data collected.

9. The SWCD may also provide limited technical advisory services to the City on matters related to:
   - Sound storm water management through accepted best management practices
   - General evaluation of sensitive areas such as creeks, floodplains, soils, slopes, wetlands, watersheds, woodlands or other unique areas that are planned for development
   - Protection of sensitive natural areas and conservation easements
   - Small drainage systems and wildlife habitat enhancements

City of Bay Village Role

1. The City will designate someone to serve as the liaison to the Cuyahoga SWCD and to help provide guidance regarding conservation education and public involvement and with coordination of activities such as improvement days, storm drain stenciling, and watershed planning activities.

2. The City will help to identify potential leaders, including civic leaders, civic groups, senior organizations, fraternal groups, scout leaders, school liaisons, business leaders and anyone else that should be contacted through an outreach program.

3. The City will disseminate program information in a timely manner.

4. The City will assume full responsibility for completion and submittal of their required annual reports.

Agreed Procedures

- The City agrees to grant an annual conservation appropriation to the SWCD, not to exceed $5,500 per twelve-month period following the Effective Date and the Cuyahoga SWCD agrees to use the grant funds to provide a conservation program for the City.

- The City will provide a resolution to the SWCD that acknowledges this working agreement and provides documentation to facilitate dispersal of funds to the SWCD on an annual basis.

- That the SWCD is a conservation technical and education service agency and therefore is not granted regulatory authority in the Ohio Revised Code.

- That the working relationship will be defined to include lines of communications with appropriate departments. The SWCD and the City will meet at least once a year to coordinate a work plan and exchange information with the goal of developing a multi-disciplinary approach to resource management.

- SWCD will provide a written annual report, relevant to its role, as outlined in this MOU.
• That credit will be given jointly to the SWCD and the City in any conservation publications produced.

• That all parties will review quality of service and address concerns as they arise.

• The City recognizes the SWCD’s obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.

• All services of the SWCD are offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.

Term, Renewal, Termination

The term of this MOU shall commence on the date (the “Initial Effective Date”) SWCD receives written notice from the City, in a form approved by SWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code, as applicable, indicating that the City has agreed to grant funds, in an amount agreed to by the parties, to support SWCD’s general operations for the following 12-month period (the “Initial City Notice”). The parties acknowledge, understand, and agree that any such funding shall be for the purposes of the District’s general operations for a period of 12 calendar months following the Initial Effective Date (the “Initial MOU Term”) and that this MOU shall terminate on the 12-month anniversary of the Initial Effective Date in the event the City does not renew this MOU as set forth herein.

This MOU may be renewed by City for any 12-month period following the Initial MOU Term (a “Subsequent MOU Term”) provided that the SWCD receives written notice, as described above (a “Subsequent City Notice”), not less than 30 days prior to expiration of the Initial MOU Term (the date the District receives a Subsequent City Notice, a “Subsequent Effective Date”), and shall continue to renew for any 12-month period provided that the SWCD receives a Subsequent City Notice not less than 30 days prior to expiration of any Subsequent MOU Term then in effect.

This MOU may be amended or terminated at any time by mutual consent of both parties, or the agreement may be terminated by either party giving thirty (30) day’s advance written notice to the other.

In witness thereof, the Memorandum executed and agreed to on the latest day, month and year written below:

Cuyahoga Soil & Water Conservation District

By: Ruth Skuly
Chair

City of Bay Village

By: Hon. Paul Koomar
Mayor

Date: Date:
MEMORANDUM OF UNDERSTANDING
Between the Cuyahoga Soil and Water Conservation District
and the
City of Bay Village

This Memorandum of Understanding ("MOU") is made this ___ day of __________, 2018 ("Effective Date"), between the Cuyahoga Soil and Water Conservation District (SWCD) and City of Bay Village ("City"), for providing assistance with technical assistance in implementing soil and water conservation measures.

Purpose – Implementation of a conservation program that promotes best practices for pollution prevention and corresponds with the City’s Municipal Separate Storm Sewer System (MS4) permit.

Recognizing the need for effective collaboration in protecting soil and water resources and in carrying out its mandated responsibilities, especially related to the National Pollutant Discharge Elimination System (NPDES) Storm Water Permit, the City and the Cuyahoga SWCD accept this agreement as the document which describes the process for exchange. Cooperation between these two units of government facilitates solutions to problems encountered by the City as it plans for the development/redevelopment and conservation of its environment, as well as, water quality improvements. The Ohio Revised Code, Chapter 940, describes the Cuyahoga SWCD’s authority for engaging in this Mutual Agreement.

NOW, THEREFORE, the parties’ understanding is as follows:

Project Tasks

The Cuyahoga SWCD and the City have mutually agreed to the scope of technical assistance related to pollution prevention on disturbed sites, including construction sites disturbing one or more acres of total land, including the entire area disturbed in the larger common plan of development or sale (≥1 acre) as required under the NPDES rules. Construction activities disturbing less than one acre and not part of a larger common plan of development or sale of total land (<1 acre), and not covered under the NPDES rules, will be reviewed by the Cuyahoga SWCD as requested by the City.

The Cuyahoga SWCD will: (i) perform storm water pollution prevention plan (SWP3) reviews for proposed development, redevelopment and infrastructure renovation projects; (ii) perform abbreviated construction plan reviews, as requested by the City; (iii) perform field reviews of active construction projects; (iv) perform long-term maintenance field reviews of post-construction water quality facilities; and (vii) provide written technical advisory reports detailing plan review recommendations, site conditions, and recommendations for compliance and/or maintenance activities needed, and provide fact sheets or training to further promote best practices.

Cuyahoga SWCD’s Role Related to Storm Water Pollution Prevention Activities

NPDES, Minimum Control Measure 4 – Stormwater Pollution Prevention/Erosion & Sediment Control

1. The Cuyahoga SWCD will provide technical assistance, related to storm water pollution prevention and stormwater quality management, as requested, including:

Preliminary site planning meetings or conference calls

a. Review of development, redevelopment, and infrastructure renovation plans for compliance with NPDES rules (Ohio Revised Code 3745 39-04 (B) (1) through (6)) and the current edition of Ohio’s Rainwater and Land Development standard guidance manual;

b. Provide rapid field assessment of soils and soil quality; and

c. Provide an annual report of all activities undertaken (including copies of any other data collected).
2. The annual conservation program will include technical assistance related to NPDES covered construction activities of an estimated of:
   a. 1-3 active construction sites (≥1 acre);
   b. Initial SWP3 reviews, as received (≥1 acre);
   c. Subsequent SWP3 review, as needed (≥1 acre);
   d. Technical advisory inspections (field reviews) and reporting (12 per year per site) once construction begins;
   e. Plan reviews for abbreviated construction plans will be performed by request of the City.

3. Stormwater Pollution Prevention Program: $2,840.00

**NPDES, Minimum Control Measure 5 – Post Construction Stormwater Management**

1. As required under the MS4 Permit, the Cuyahoga SWCD will also provide annual inspections of all post construction stormwater control measures (water quality and water quantity basins):
   a. Transition meetings will be held with SWCD staff, city personnel and site personnel to review long-term operations and maintenance needs, and reporting requirements;
   b. 6-8 water quality stormwater control measures, annual long-term maintenance field reviews, including rapid field assessment, of post-construction water quality facilities;
   c. Technical advisory inspection and reporting to the City and landowners with SCMs on their properties;
   d. Project file management
   e. Mapping of facility locations;
   f. Maintenance program fact sheets, individual site assessments and training, when needed

2. Post Construction Stormwater Management Program: $1,280.00

**The Cuyahoga SWCD will also provide technical advice on planning issues, including:**

   a. Technical assistance on local legislation if the City pursues universal application of accepted best management practices at construction sites;
   b. Sound storm water management;
   c. Protection of sensitive natural areas;
   d. General evaluation of sensitive areas such as creeks, floodplains, soils, slopes, wetlands, watersheds, woodlands or other unique areas that are planned for development;
   e. Recommendations for stream bank and wetlands restoration, slope erosion control; and
   f. Small drainage systems and wildlife habitat enhancements.

**City’s Role Related to Storm Water Pollution Prevention Activities**

1. The City will designate someone to serve as the City’s liaison for the storm water pollution prevention program.

2. The City will recognize the environmental and economic functions of naturally-vegetated open spaces, such as wetlands, stream corridors, ravines, woodlands and fields as worthy of the City’s protection as open space.

3. The City will utilize the Cuyahoga SWCD’s technical assistance including plan reviews, project inventories, evaluations, and inspections of planned construction sites, water quality and water quantity basins or sensitive natural areas of concern.
4. The City will direct builders, developers and consultants to the Cuyahoga SWCD for assistance on planning and conservation early in the concept planning stage of the construction planning cycle.

5. The City will adopt, apply and enforce Cuyahoga SWCD recommendations by not authorizing commencement and/or issuing work stoppage and other remedies.

6. The City will provide the Cuyahoga SWCD with field surveys, proposed layouts, designs or meeting notices needed for adequate technical assistance in a timely manner.

7. The City recognizes that the Cuyahoga SWCD has no regulatory authority to enforce NPDES rules.

**Agreed Procedures**

- The City agrees to grant an annual conservation appropriation to the SWCD, not to exceed $1,120 per twelve month period following the Effective Date and the Cuyahoga SWCD agrees to use the grant funds to provide a conservation program for the City.

- The City and the SWCD will determine the most effective manner to appropriate the funds.

- The City will provide a resolution to the SWCD that acknowledges this working agreement and provides documentation to facilitate dispersal of funds to the SWCD on an annual basis.

- The Cuyahoga SWCD is not granted regulatory authority in the Ohio Revised Code.

- The Cuyahoga SWCD and the City will meet at least once a year to coordinate a work plan and exchange information.

- The Cuyahoga SWCD will provide the City with a written annual summary, relevant to its role, as outlined in this MOU.

- The NPDES rules, current edition of Ohio’s Rainwater and Land Development standard guidance manual, and standards of the USDA, Natural Resources Conservation Service will be used in planning and application of conservation measures.

- That both parties will review quality of assistance and address concerns as they arise.

- That all assistance provided by the Cuyahoga SWCD is offered on a non-discriminatory basis without regard to race, age, marital status, handicap or political persuasion.

- The City recognizes the Cuyahoga SWCD's obligation to make its reports and other written materials available to the public on request in accordance with the Ohio Public Records Act.

**Term, Renewal, Termination**

The term of this MOU shall commence on the date (the “Initial Effective Date”) SWCD receives written notice from the City, in a form approved by SWCD and in accordance with Sections 5705.41 and 5705.44 of the Ohio Revised Code, as applicable, indicating that the City has agreed to provide funds, in an amount agreed to by the parties, to support SWCD’s general operations for the following 12-month period (the “Initial City Notice”). This MOU shall terminate on the 12-month anniversary of the Initial Effective Date in the event the City does not renew this MOU as set forth herein.

This MOU may be renewed by City for any 12-month period following the Initial MOU Term (a “Subsequent MOU Term”) provided that the SWCD receives written notice, as described above (a “Subsequent City
Notice”), not less than 30 days prior to expiration of the Initial MOU Term (the date the District receives a Subsequent City Notice, a “Subsequent Effective Date”), and shall continue to renew for any 12-month period provided that the SWCD receives a Subsequent City Notice not less than 30 days prior to expiration of any Subsequent MOU Term then in effect.

This MOU may be amended or terminated at any time by mutual consent of both parties, or the agreement may be terminated by either party giving thirty (30) day’s advance written notice to the other.

In witness thereof, the Memorandum executed and agreed to on the latest day, month and year written below:

Cuyahoga Soil & Water Conservation District

By: Ruth Skuly
Chair

Date:

City of Bay Village

By: Hon.
Mayor Paul Koomar

Date:
Joan Kemper

From: Sue Kohl
Sent: Wednesday, November 28, 2018 1:36 PM
To: Agendas
Subject: FW: Food Truck Friday 2019

Joan,

Please put my request to continue Food Truck Friday next year on the agenda for the Cahoon Park Trustees. Paul has approved the request. The season will begin the Friday before Memorial weekend and conclude mid-September.

We totaled $2,378.21 in donations which went to the Dwyer Emergency Fund this year.

Thank you.
Sue

From: Paul Koomar
Sent: Tuesday, November 27, 2018 5:22 PM
To: Sue Kohl <skohl@cityofbayvillage.com>
Subject: RE: Food Truck Friday 2019

Yes please, a great success.

Paul A. Koomar
Mayor
City of Bay Village
440-899-3415
350 Dover Center Road
Bay Village, Ohio 44140

From: Sue Kohl
Sent: Tuesday, November 27, 2018 4:50 PM
To: Paul Koomar
Subject: Food Truck Friday 2019