AGENDA

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

Date: January 7, 2019  
Time: 7:30 p.m.  

ANNOUNCEMENTS  

COMMITTEE OF THE WHOLE  

Review of Master Plan- Glen Coyne, Executive Director, Cuyahoga County Planning Commission.  

Recreation Department- Pat Thornton, Sixmo Architects/Engineers.  

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Mace  

FINANCE & CLAIMS COMMITTEE-Tadych  

Review of Credit Card Policy.  

Establish Agency Fund for Health Care. (Employee Flexible Spending Account)  

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier  

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-Stainbrook  

Phase II Stormwater Services Agreement with the Cuyahoga County Board of Health.  

Authorization for Director of Public Service to advertise for bids for bulk road materials.  

RECREATION & PARKS IMPROVEMENT COMMITTEE-Winzig  

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-DeGeorge  

Revised Codified Ordinance Section 1310.01 (B) – Registration/Licensing of Contractors. First Reading December 3, 2018, Second Reading December 17, 2018.  

AUDIENCE/ MISCELLANEOUS  

CAHOON MEMORIAL PARK TRUSTEES  

Approval for Bay High School to host Cross Country Meets through Cahoon Memorial Park, pending receipt of insurance, on the following dates: August 10, 2019, August 24, 2019, and October 12, 2019.
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, Fire Chief Lyons, Police Chief Spaetzel, Human Resource Director Demaline, Building Director Eric Tuck-Macalla.

AUDIENCE

Clare Banasiak, Jeff Galatin, Cappi Mercer, Gary and Amanda Sebrosky, Sam Gmetro, Tara Wendell.

ANNOUNCEMENTS

Mayor Koomar announced that Community Services Director Leslie Selig is a new grandmother to Logan Michael Smith. The baby and his mother, Leslie’s daughter, are doing fine.

Councilman Winzig announced that BAYarts will host the Tuesday night Bridge Group. The accommodations will be the downstairs of the Fuller House, or the new west wing of the Huntington Playhouse.

Mr. Tadych asked about an exercise group that was at BAYarts that did not work out. He asked Mr. Winzig for any details he may have regarding this activity. Mr. Winzig stated that there was a Yoga class that was being held inside and outdoors, and may have been a seasonal activity. BAYarts also has a book club that is a new venture that is outside the traditional creative arts. They are hoping to get the Bridge group in and extend it to the members of BAYarts for further growth.

Mayor Koomar reported that he met with the Cuyahoga Soil and Water Conservation District. The District is doing a study of the Bay watershed. The Mayor spoke with them about erosion at the Lakeside Cemetery.

In January, Sixmo Architectural Services will provide an update on the possibility of adding on space at the Dwyer Memorial Center for the Recreation Department.

COMMITTEE OF THE WHOLE

Council approval of Eric Tuck-Macalla as Building Director of the City of Bay Village as of December 17, 2018.
Confirmation of the appointment of Eric Tuck-Macalla will be sought from Council this evening. Eric has been in working with Law Director Barbour, Finance Director Mahoney and Human Resource Director Demaline, as well as interviewing potential staff.

**Approval of Labor Contracts: Police (Gold and Blue); Firefighters.**

Law Director Barbour reported that labor contracts have been ratified by the Gold and Blue Police Units, as well as the Firefighters. Mr. Barbour stated that they are very happy with the contracts, the wages are well in line with the comparables, and some of the City’s goals have been achieved as far as the health care costs. The negotiations were done in as amicable fashion as possible with the union representatives doing a fine job of negotiating. Finance Director Mahoney and Councilman Tadych were in the negotiations. Councilman Tadych stated that it was a pleasant experience.

Mr. Clark stated that it is a nice team approach with a lot of different people pulling together including the administration, bargaining units, and Mr. Tadych representing City Council. It is good to see this done before the end of the year.

Mr. Barbour stated that there was an extensive amount of preparation on both the City’s end and on the unions’ side. That made it much better for both sides to get to the issues that were most important and meet a reasonable compromise on all accounts.

Mr. Sam Gmetro, President, Firefighters Union 1144, stated that they were very happy with how the situation played out and the professionalism. He thanked everyone for their participation and noted that Emily Spivack of Squire Patton Boggs labor negotiation group was very impressive, professional and easy to work with.

**ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Mace**

Mr. Mace had no report this evening.

**FINANCE & CLAIMS COMMITTEE-Tadych**

Amended Annual Appropriation Ordinance.

Mr. Tadych reported the following adjustments in the General Fund for year 2018, as outlined in Finance Director Mahoney’s memorandum of December 14, 2018.

- Municipal Tax Expense – RITA charges 3% of income tax collections – current estimate for receipts in 2018 is $7.1 million which equates to $213,000. There are also some legal fees charged in addition to the 3%. Original budget for expenditures was $192,000. Would ask to increase budgeted expenditures to $215,000 to allow for increase in collections and legal fees.
• Fire – When calculating the 2018 budget paramedic pay, acting pay, inspector pay, executive pay and squad pay were not included in error. Additional $50,000 in expenses added.

• Building – Revenue receipts were budgeted for $304,500 and in reviewing actual receipts through 12/14/18 anticipate potential of $375,000. This increase along with change in payments to SafeBuilt from 80% to 85% increase expenditures by $140,000. Reallocated from previously budgeted wages so no net effect on overall budget.

• Transfers and Advances:
  Transfer to Pool (520). Previously noted at past Council meetings Pool Fund receipts did not cover expenditures to the amount of $30,000. Requesting transfer from General Fund to cover short fall.
  Advance $144,000 from General Fund to Emergency Paramedic Fund until receipt of SCBA Grant. Grant funds will be received once expenditures are paid for which should be in early 2019.
  Advance $12,000 to Grants Fund until receipt of grant funds in relation to Amy case.

• Parks and Recreation (Fund 230):
  Increase Personal Services budget by $35,000. Staff was used to complete the Bradley Park restrooms which increased wages in Parks funds. These employees were charged in this fund rather than other funds that they would have been allocated to (such as Streets, Fund 270).

• Police and Fire Pension Funds (Funds 281 and 282):
  Increase each by $10,000 to cover actual expenditures for employer costs of police and fire pensions.

• Health Insurance (Fund 600):
  Original budget of $1,339,700 for health care claims, actual expenditures estimated to be $1,500,000. However, at the end of October reserves on hand at Jefferson Health have grown to $243,000 which at the end of 2017 were actually negative. Increase appropriation by $175,000 to cover estimated expenditures.

Mr. Clark called for any comments from Council for these appropriations, which represent the end of the year clean-up. There were no comments and the ordinance will be presented for adoption this evening.

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

Mr. Tadych will present for adoption this evening, Ordinance 18-96, which is providing the range of compensation for the Director of Law and Prosecutor for 2019.

Annual Appropriation Ordinance – Year 2019.
The Annual Appropriation Ordinance for 2019 will be presented for third reading and adoption this evening.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier

Ms. Maier had no report this evening.

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-

Stainbrook

Sixmo Architectural Services.

Mrs. Stainbrook stated that the Sixmo Architectural Services contract will provide architectural services related to City buildings.

Chagrin Valley Engineering Services.

The Chagrin Valley Engineering contract to be approved by ordinance is for consulting engineering services for storm and sanitary sewers and the Rocky River Wastewater Treatment.

Mrs. Stainbrook stated that both the ordinances for Sixmo Architectural Services and the Chagrin Valley Engineering Services contracts are to be placed on second reading at the Regular Meeting of Council to be held this evening.

Mayor Koomar asked consideration for adoption of the ordinances this evening. Mr. Clark stated that he would be in favor of presenting the ordinances for adoption this evening, noting that he believes two readings are fair and there has been plenty of discussion regarding these ordinances.

Mayor Koomar noted that Chagrin Valley Engineering has been working with the City on a Northeast Ohio Areawide Coordinating Agency (NOACA) transportation improvement plan. As we put the contract forward, one of their goals is to be proactive with the County. If we can position ourselves for something like Wolf Road, working through Issue No. 1 and piggybacking with NOACA on shared funding options, that will give us a better chance for funding.

Mrs. Stainbrook stated that Council normally likes to do three readings, but the situation is precarious due to the fact that we are so close to the end of the year and taking into consideration the Dwyer Memorial Center renovation project and feasibility studies. Mrs. Stainbrook is in agreement to move forward this evening.

Mr. Mace asked about the Chagrin Valley Engineering Services employees being classified as City employees and contributing to the Public Employees Retirement System (PERS). He noted that this was presented to Council as a savings of some sort, and he asked for further comments.

Law Director Barbour commented that previously he had done some informal research, and spoke to the Law Director of the City of Maple Heights, who has been known by Mr. Barbour for some time. The City of Maple Heights has a relationship with Chagrin Valley Engineering.
Committee Meeting of Council  
December 17, 2018

also called the City of Avon Law Director, and had a lengthy conversation regarding the proposed arrangement with Chagrin Valley Engineering. The ordinance that has been proposed in Bay Village is the one that the City of Avon uses. Mr. Barbour spoke to the Law Director at length and learned that Avon has been doing this for a while, and also had a prior company that had the same arrangement. When they hired Chagrin Valley Engineering they continued the same terms. The Avon Law Director had looked extensively into the arrangement, and Mr. Barbour and he talked at length about the legality of the matter and he concluded long ago that it met all the legal requirements of contracting with the City as employees as personal service contracts. As a Charter city, we are allowed to enter into personal service contracts under different circumstances than you would for other kinds of services.

Mr. Barbour also did some legal research to see if he could find any cases where there had been a lawsuit filed by anybody against an engineering company or against a municipality, or a municipality suing an engineering company that involved the type or way of payment with the circumstances of this contract. Mr. Barbour was unable to find anything in Ohio. Mr. Barbour then searched the Ohio Ethics Commission opinions to see if there had been anything similar, and he did not turn anything up. The arrangement is very similar to the Law Director compensation because the Law Director is an employee of the City on a part time basis. All employees of the City, regardless of the hours worked, are enrolled in PERS. They also have the ability to handle outside legal work because it is a personal service. Engineering is classified as a personal service as well. It is the same type of circumstance.

Mr. Mace thanked Mr. Barbour for his comments, and noted that when the contract was presented initially it was stated that it is a 14% decrease in what the firm would normally charge because of the City paying into the PERS system. Mayor Koomar stated that the original contract proposal was higher and he asked them to reduce it to account for the PERS. Some of the Mayors that have used Chagrin Valley Engineering, e.g., Bratenahl and Lyndhurst, have spoken very highly of them. Bay Village has a lot of things ahead with the Rocky River Wastewater Treatment Plant, and the goal would be to get started.

Mr. Barbour stated that the Law Director of Avon advised having the engineer be a City employee because the interface between the engineer is much greater than any other outside vendor. The interaction of Sixmo Architects with residents is limited because they are going to do internal work, for example, architectural design at the Dwyer Memorial Center. This is not the same as being involved with engineering for a street, bridge, or sewer system that has extensive interaction with the residents. The City of Avon found that when they had an employee engineer it just seemed to have better control and input instead of a third party contractor.

Mr. Mace thanked Mr. Barbour for his thorough explanation, noting that he had been concerned about the ethical consideration and the fact of personal, professional services being part of the pension program. The answer from Mr. Barbour is to Mr. Mace’s satisfaction that this is something that will be good for the City.

Mr. Tadych stated that he personally has no problem with Chagrin Valley Engineering. The thing that is bothersome is that these aren’t employees of the company that are receiving this benefit, it is the principals of the company. Mr. Tadych stated he has difficulty with this.
Agreement with the Ohio Department of Transportation (ODOT) State Infrastructure Bank for Columbia Road Culvert Repairs.

Mrs. Stainbrook stated that she will present an ordinance this evening to authorize an agreement with the Ohio Department of Transportation (ODOT) State Infrastructure Bank for funds for the Columbia Road culvert repairs.

Finance Director Mahoney stated that Council’s approval is needed for the amount for the loan and to demonstrate to ODOT where the funds will come from to pay back the loan. The ordinance states that the Debt Service Fund, which, in essence, is property tax money, will be used to repay the loan. If Council approves this ordinance tonight we will know within thirty days if the loan is approved. The first twelve months of the loan is interest free, and for the next twelve months it is capitalized interest. The loan repayments do not begin until two years later. The term of repayment is ten years. Mrs. Mahoney did an amortization based on $700,000, and the payment is about $100,000 per year, with two payments per year.

Mr. Clark stated that one of the things that the administration is tasked with is that since we are approving the 2019 Appropriation Ordinance tonight there are two elements in Capital, and one of those is the Columbia Road Culvert. Mr. Clark wants to make sure we have locked down everything we could to insure that we had a good chance to obtain this loan. Mrs. Mahoney stated that there are some closing costs, approximately $2,000. Mr. Clark stated that the City will be able to receive back some of the money that has been spent on engineering for this project.

RECREATION & PARKS IMPROVEMENT COMMITTEE- Winzig

Mr. Winzig advised that a meeting of the Recreation and Parks Improvement Committee will be held in January, with the date to be announced.

Mr. Winzig provided Council information about the meeting he attended in Avon Lake regarding the latest Bucky Kopf project adjacent to the Walker Road Park. They are quite a bit away from construction, but they have water management, street design, and the number of units they will construct included in their plans. Many people from Bay Village were in attendance at the meeting, asked some very good questions, and represented the City well.

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-DeGeorge

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

Ms. DeGeorge will present the ordinance to revise Codified Ordinance Section 1310.01 (B), Registration/Licensing of Contractors for second reading this evening at the Regular Meeting of Council. The ordinance language deals with the problems created by property “flippers” and the extended time they take in renovating homes for resale.
Service Department Vehicle Purchase: Concord Minuteman Truck Equipment Package.

Ms. DeGeorge clarified with Director of Public Service Liskovec that the Concord Minuteman Truck Equipment Package is for the F250 truck that the City purchased in October of 2018. Mr. Liskovec stated that it is the dump body, plow, hydraulics, and accessory equipment for the F250 truck.

Purchase of replacement pump for Huntington Lift Station.

Ms. DeGeorge will present an ordinance for the purchase of the replacement pump for the Huntington Lift Station at the Regular Meeting of Council this evening. Mr. Clark stated that due to the importance of this equipment, the ordinance will be presented for adoption this evening.

Mr. Winzig asked about installation of the pump, and Mr. Liskovec stated that the Service Department employees will install the pump and are capable of doing so based on the extensive experience of working with these pumps. There is one back-up pump at the station, and one is out of commission. If one has an issue, there needs to be another for replacement. Basically, three are needed.

Mrs. Stainbrook noted that the proposal states that there is a two-year warranty from the time of delivery of the pump. Will the warranty plan expire before we actually use the pump? Mr. Liskovec stated that from the time of delivery there is a significant lead time before the pump is used. When the pump is received it will be installed within the first couple of months. It will be put on line so they can actually do proactive preventive maintenance.

AUDIENCE

There were no comments from the audience this evening.

There being no further discussion, the meeting adjourned at 7:57 p.m.

Dwight A. Clark, President of Council               Joan Kemper, Clerk of Council
Issuance

The City of Bay Village (the City) has issued credit cards to the Mayor and certain Department Directors (the Cardholders). The City name will also appear on each credit card. The reissuance or cancellation of such credit cards (when applicable) will be executed by the Director of Finance in communication with the effected credit Cardholder.

Credit card usage is restricted to items and services that are purchased on behalf of the City and deemed to be a proper public purpose.

Purchase Order Requirement

A properly authorized purchase order is required for all purchases using a credit card. Any charge made without an approved purchase order could become the liability of the credit card holder.

Payment Processing

Itemized receipts are required for all credit card expenses. These are to be reviewed and approved by the Department Director (or designee) and then submitted immediately to the Finance Department so they may be properly matched with the approved purchase order. Once the monthly credit card statement is received, it will be reviewed by a member of the Finance Department to ensure all charges are supported by appropriate documentation.

Allowable Expenses

Travel

Employee must follow Travel Policy for allowable travel expenses.

Meals Outside of Travel

At the Mayor’s and Department Directors discretion and within their budget, they may authorize payment for meal functions associated with the conduct of City business. Itemized receipts must be presented and on the back thereof contain the purpose and names of those in attendance.

Meeting Expenses

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

The City may purchase, provided budgeted, nominal gifts or awards for employees ($100 or less).

Examples include, but are not limited to the following:

- Plaques, flowers, etc. for special occasions
- Retirement gifts
- Nominal gifts for birthdays or holidays

Other Appropriate Expenses

The Finance Department may authorize other appropriate purchases to maximize the benefits of using a credit card (i.e., cash back allowance, flexibility) while limiting risks.

Examples include, but are not limited to the following:

- Recurring charges such as utility payments
- Bureau of Workers Compensation payments
- Internet purchases such as Amazon

Use of Credit Card

- The Cardholders must either sign out the credit card by filling out the credit card log or have a signed Credit Cardholder Agreement on file. If a Cardholder does not have a signed Credit Cardholder Agreement on file he/she must return the credit card to the Finance Department immediately after use and record in the credit card log the date and time of return.
- The Cardholders are responsible for the credit card and all purchases made while in his/her possession.
- The Cardholders must communicate the City’s tax exempt status to the vendor before purchase is initiated to prevent sales tax from being charged.
- The Cardholder shall take all necessary precautions to keep the credit card and account number secure.
- The credit card is to be used for authorized City purchases only.
- The Cardholders department is responsible for all charges incurred including service fees and finance charges.
- The Cardholders shall reimburse the City for any unauthorized charges (including, but not limited to those items noted in the “Card Restrictions” below) within 30 days. The credit card shall not be issued to an employee if he or she owes money to the City from previous use of the credit card.
Restrictions on Use

Credit cards are strictly prohibited from being used for:

- Cash advances
- Personal Items
- Alcoholic beverages
- Entertainment

Credit Limits

The appropriate credit limit for each card will be determined by the Director of Finance and will vary depending on the anticipated uses. Department Directors who are authorized to retain cards will be limited to a maximum limit of $5,000. The Director of Finance will retain a card with a credit limit not to exceed $350,000 in order to allow large payments such as refuse and workers compensation payments. The limits will be reviewed annually to determine if revisions need to be made.

Disputes

A disputed item could result from defective purchases and incorrect items being charged to the credit card. If it is a defective purchase the department needs to return the item as soon as possible to receive timely credit to the card. The Director of Finance should be notified immediately if there are unsubstantiated charges on the credit card statement. The Director of Finance will report such charges to the credit card issuer so that an investigation may commence.

Lost or Stolen Cards

If any Cardholder loses or has the credit card stolen, it is his or her responsibility to immediately notify the Director of Finance or Finance Assistants so they may report to the credit card issuer.

Termination/Resignation of Employee

Upon termination or resignation of an employee who holds a credit card with the City, it is the employee’s responsibility to immediately turn in the credit card to his or her supervisor or to the Finance Department.

Policy Violations

FAILURE TO FOLLOW THIS POLICY MAY RESULT IN LOSS OF CARDHOLDER PRIVILEGES AND, FOR EMPLOYEES MAY RESULT IN DISCIPLINARY ACTION, INCLUDING TERMINATION OF EMPLOYMENT. IN ADDITION TO DISCIPLINE AND/OR TERMINATION, ANY UNAUTHORIZED USE OF THE CREDIT CARD COULD RESULT IN CRIMINAL OR CIVIL PROSECUTION AGAINST THE EMPLOYEE OR ELECTED OFFICIAL.

Any questions concerning the use of the credit card should be directed to a member of the City’s Finance Department.
RESOLUTION NO. 10-123
INTRODUCED BY: Koomar

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

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

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

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

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

SECTION 2. Ordinance 04-153 is hereby amended.

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

SECTION 3. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this resolution were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.

SECTION 4. That this resolution shall be in full force and take effect at the earliest time permitted by law.

PASSED: November 1, 2010

BARNS CLURE
PRESIDENT OF COUNCIL

JERRY W. KENYER
CLERK OF COUNCIL

APPROVED: November 2, 2010

DOUGLAS SCHNEIDER
MAYOR
City of Bay Village
Credit Card Guidelines
Revised 11/10

Issuance

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

Meals

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

Meeting Expenses

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

Gifts and Awards

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

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

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

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

Payment Processing

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

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

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

Travel Reimbursement Expense Account Record Form

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

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

Mileage

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

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

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

The City will reimburse employees the cost of fuel when they use a City vehicle for travel and cannot fuel at the Service Garage. Fuel purchases require receipts.
City of Bay Village
Travel Policy
Page 2 of 3
Revised 11/10

Travel Expense Reimbursements

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

IN-STATE TRAVEL

Lodging

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

Gratuities

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

Meals

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

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

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

If an employee is attending an event or conference where any or all meals are provided, the daily meal allocation should be deducted from the meal allotment for that day.
PUBLIC FUNDS POLICY 2004-2
USE OF CREDIT CARDS BY CITY OF BAY VILLAGE EMPLOYEES AND OFFICIALS

Issuance

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

Meals

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

Meeting Expenses

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

Gifts and Awards

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

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

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

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

After the monthly statements are received, they will be distributed to the card holder for review. The card holder should attach all supporting documentation (i.e. receipts) and return the documents to the Finance Director.

In addition, the card holder should identify any required adjustments (i.e. purchase for which employee will pay; inaccurate charge to the account). Employees who are paying for charges that appear on the credit card statement should prepare a check made payable to the bank holding the credit card. The employee’s check should be forwarded to the Finance Director, and the City will submit the employees check and the City’s check to the bank.
OVERVIEW

1. Action Requested
   Establishment of Fund 920 – Employee FSA Fund

2. Previous Action
   None

3. Background/Justification for Current Action
   The City offers flexible spending plans to its employees for medical and dependant care expenses. Custodial activity of such funds were previously accounted for by Medical Mutual. However, Medical Mutual directed the City to be the custodial agent for such activity effective January 1, 2019.

4. Financial Impact
   New fund needs to be established to account for such activity.

5. Affected Parties
   Finance Department
December 3, 2018

City of Bay Village  
Attn: Don Landers  
350 Dover Center Road  
Bay Village, OH 44140

RE: 2019-2021 Phase II Stormwater Memorandum of Understanding -- City of Bay Village

Dear Mr. Landers:

The Cuyahoga County Board of Health (CCBH) continues to maintain a Stormwater Program that incorporates activities for Minimum Control Measure (MCM) #3, Illicit Discharge Detection and Elimination, and MCM #6, Pollution Prevention/Good Housekeeping for Municipal Operations. Our Stormwater program includes dry weather outfall inspections, sampling, and employee training that will continue to assist your community in meeting the Ohio EPA’s Phase II Stormwater requirements.

CCBH will continue to offer the annual IDDE and Pollution Prevention/Good Housekeeping program activities to those communities that enter into a Memorandum of Understanding (MOU) with CCBH for 2019-2021. In an effort to align with the services provided to the communities within the Northeast Ohio Regional Sewer District's Regional Stormwater Management Program (RSMP) service area, this MOU will cover the next three years of stormwater services.

After reviewing the fees charged for our Stormwater Program activities, we have identified that a slight increase in the fees associated with this program is necessary to cover an increase in laboratory analysis costs. CCBH continues to work hard to provide quality public health programming while attempting to keep costs as low as possible for communities.

Provided with this letter is the Memorandum of Understanding (MOU) for the 2019-2021 Phase II Stormwater services for your community. If you have any questions or concerns about our program please feel free to contact me at (216) 201-2000 ext. 1248 or msymanski@ccbh.net, or Domenica McClintock, Supervisor, at (216) 201-2000 ext. 1223 or dmcclintock@ccbh.net. We look forward to maintaining our successful partnership with your community in this and all of our public health programs.

Sincerely,

Megan Symanski, R.S., M.A.  
Program Manager  
Environmental Public Health Services

Domenica McClintock, M.P.H., R.S.  
Supervisor  
Environmental Public Health Services
PHASE II STORMWATER SERVICES AGREEMENT

This Agreement is entered into on the 1st day of January, 2019 ("Effective Date") by and between the Cuyahoga County Board of Health (the "Board"), a separate political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio, and the City of Bay Village, a political subdivision of the State of Ohio organized under the Constitution and Laws of the State of Ohio ("Community"), for and in consideration of the promises, covenants, and conditions hereinafter set forth.

WHEREAS: The Cuyahoga County Board of Health is committed to improving the water quality in Cuyahoga County and protecting the health of the residents within its jurisdiction; and

WHEREAS: In response to the implementation of the US EPA's Phase II Stormwater Regulations on March 10, 2003, the Board has developed its Stormwater Management Program to assist municipalities in Cuyahoga County and Northeast Ohio in creating their stormwater management plans and meeting their required stormwater management goals; and

WHEREAS: Each municipality within Northeast Ohio has been issued a Municipal Separate Storm Sewer Systems (MS4) permit by the Ohio EPA which requires each municipality to perform specific functions related to inspecting and monitoring stormwater within the municipality; and

WHEREAS: The Board will continue to provide communities Phase II Stormwater services in support of the community's compliance with the Ohio EPA NPDES General Permit for Municipal Separate Storm Sewer Systems (MS4); and

WHEREAS: The Board will continue to provide Phase II Stormwater services to communities whose service areas are located partially or completely outside of the Northeast Ohio Regional Sewer District's ("District") Regional Stormwater Management Program area in support of Ohio EPA's General Permit for Municipal Separate Storm Sewer Systems for Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) programming and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations; and

WHEREAS: Community has the authority to grant consent and authorizes the Board to perform the services outlined herein; and

WHEREAS: Both parties desire to enter this Agreement for the purposes outlined herein.

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

1. EFFECTIVE DATE, TERM AND TERMINATION.

(a) Effective Date, Term. This Agreement shall commence on the Effective Date first stated above and shall continue through December 31, 2021, unless earlier terminated pursuant to Section 1(b).
(b) **Termination.** This Agreement may be terminated upon the occurrence of one of the following events:

(i) Failure for any reason of the either party to fulfill its obligations under this Agreement, after written notice is provided by the non-breaching party of such failure providing at least ninety (90) days for the breaching party to correct any such failure, and if such failure is not corrected within said period, the non-breaching party may give written notice of immediate termination;

(ii) Upon nine (9) months written notice, or on or before April 1 of the year prior to termination by either party for any reason.

2. **THE SERVICES.**

(a) **Scope of Services.** Subject to the terms and conditions contained in this Agreement and its exhibits, the Board will provide to the Community and, as applicable, to all persons receiving the direct services provided for herein, the Services that are set forth and described in the Scope of Work (SOW) attached as Exhibit A, which Exhibit is incorporated herein.

(b) Unless otherwise agreed by the Parties in writing, all transactions for Services through Board will be provided in accordance with the provisions of Ohio law and/or this Agreement, including any revisions of the same, as both Parties may from time to time execute to document the addition, revision, or enhancement of Services.

3. **CONSENT STATEMENT**

Being in the public interest, The Community hereby grants consent and authority to the Board to complete the services and work described herein.

4. **COORDINATION STATEMENT**

The Community shall cooperate with the Board in the above described project as follows:

(a) Provide the Board any maps, assistance, and/or direction to aid in obtaining access and/or collecting samples for testing purposes;

(b) Provide the Board aid in accessing and opening storm sewer manholes where and when needed.

5. **PAYMENT.**

(a) **Compensation.** In consideration for the Phase II Stormwater services described in Exhibit A, which will be provided by the Board to and within the Community, the Community shall pay to the Board the total annual sum of five thousand six hundred twenty-two dollars and no cents ($5,622.00) for calendar year 2019 and the total annual sum of five thousand six hundred twenty-two dollars and no cents ($5,622.00) for calendar year 2020 and the total annual sum of five thousand six hundred twenty-two dollars and no cents ($5,622.00) for calendar year 2021 for a total compensation of $16,866.00. The Board shall submit an invoice to the Community for the payment due hereunder.
6. **RECORDS.**

(a) The Board shall maintain copies of all records created or received by the Board in the performance of the work under this Agreement as required by Ohio’s public records law. Any records created or received as a part of this Agreement shall be made available to the Community upon request subject to exceptions listed below.

(b) Any non-private health information in confidential records or information in the records created by the Board or that come into the possession of the Board under this Agreement shall, if provided to the Community, be kept confidential by the Community.

(c) The Board is prohibited by State and Federal law from sharing protected health information and said records will not be shared with the Community unless there is compliance with the proper method for release of said information.

7. **REPORTS.**

The Board shall provide reports as specified in the Scope of Work, Exhibit A.

8. **NO ASSIGNMENT, TRANSFER, OR SUBAGREEMENT.**

In performing the services specified under the terms of this Agreement, the Board shall not assign, transfer, or delegate any of the work or services, nor subcontract the work out to any other entity, nor shall any subcontractor commence performance of any part of the work or services included in this Agreement, unless such subcontracting is specified in this Agreement or its Exhibits, or unless prior written consent is provided by the Community.

9. **INDEPENDENT CONTRACTOR.**

(a) The Board hereby acknowledges that it is an independent contractor and neither it nor its employees or agents are employees of the Community. The Board shall be responsible for the payment or withholding of any federal, state or local taxes, including, but not limited to, income, unemployment, and workers’ compensation for its employees, and the Community will not provide, or contribute to any plan which provides for benefits, including but not limited to unemployment insurance, workers’ compensation, retirement benefits, liability insurance or health insurance. All individuals employed by the Board provide personal services to the Community are not public employees of the Community under Ohio state law.

(b) No agency, employment, joint venture or partnership has been or will be created between the parties pursuant to the terms and conditions of this Agreement. Inasmuch as the Community is interested in the Board’s end product, the Community does not control the manner in which the Board performs this Agreement.

10. **NOTICES.**

All notices, invoices and correspondence which may be necessary or proper for either party shall be addressed as follows:
TO THE BOARD:
Cuyahoga County District Board of Health
Attention: Terry Allan, Health Commissioner
5550 Venture Drive
Parma Ohio 44130

TO THE COMMUNITY:
Community of Bay Village
Attention: Mayor Paul A. Koomar
350 Dover Center Road
Bay Village, Ohio 44140

And

Community of Bay Village
Attention: Director of Law
350 Dover Center Road
Bay Village, Ohio 44140

11. EFFECT OF ELECTRONIC SIGNATURE

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

12. APPLICABLE LAW AND VENUE

Any and all matters of dispute between the Parties to this Agreement whether arising from the Agreement itself or arising from alleged extra contractual facts prior to, during, or subsequent to the Agreement, including without limitation, fraud, misrepresentation, negligence, or any other alleged tort or violation of the Agreement, will be governed by, construed, and enforced in accordance with the Laws of the State of Ohio, without regard to the conflict of laws or the legal theory upon which such matter is asserted.

13. SEVERABILITY.

If any provision hereof shall be determined to be invalid or unenforceable, such determination shall not affect the validity of the other provisions of this Agreement. Moreover, any provisions that should survive the expiration or termination will survive the expiration or termination of this Agreement.

14. AMENDMENT

This Agreement shall not be modified except by the express written consent by both parties hereto.
15. WAIVER.

Waiver by either party or the failure by either party to claim a breach of any provision of this Agreement shall not be deemed to constitute a waiver or estoppel with respect to any subsequent breach of any provision hereof.

16. FORCE MAJEURE.

Neither party shall be liable for any delay or failure to perform any duty or obligation it may have pursuant to this Agreement where such delay or failure has been occasioned by any act of God, fire, strike, inevitable accident, war or any cause outside the party's reasonable control.

17. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

18. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the parties with respect to its subject matter, and supersedes all prior and contemporaneous agreements, representations or understandings, whether written or oral, as to the same.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representative to be effective as of the Effective Date as specified in Section 1 of this Agreement.

FOR THE BOARD:

Terry Allan
Health Commissioner

Date: __________________________

FOR THE COMMUNITY:

Mayor

Date: __________________________

Approved as to form.
Cuyahoga County Board of Health
Office of General Counsel

By: __________________________

Date: __________________________

Approved as to form.

By: __________________________

Director of Law

Date: __________________________
EXHIBIT A

SCOPE OF WORK

1. PROJECT DESCRIPTION

The Board and the Community have identified the need for the following described project:

- The implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) programming and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations;

2. BOARD SERVICES

1. The Board will need to verify the Community’s previously identified Municipal Separate Stormwater System outfall locations and update any outfall information that has changed, during the 2019, 2020, and 2021 report periods.

2. The Board will monitor the Community’s designated Municipal Separate Stormwater System outfall locations during a dry weather period (a minimum of 72 hours with no rain event) and sample up to 25 of the flowing outfall locations that are outside of the Northeast Ohio Regional Sewer District’s Regional Stormwater Management Program area during the 2019, 2020, and 2021 report periods. The samples collected will be analyzed for the presence of E. coli bacteria.

3. The Board will provide an annual training presentation on Good Housekeeping/Pollution Prevention for Municipal Operations and related best management practices for the Community’s employees. This training will be coordinated with the Community during the 2019, 2020, and 2021 report period.

4. The Board will provide the Community an annual summary of the work performed as it relates to Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination and MCM #6: Good Housekeeping/Pollution Prevention for Municipal Operations which can then be included in the Community’s Phase II Stormwater Annual Report to the Ohio EPA.

5. The Board may request the Community to provide assistance in gaining access to and opening storm sewer manholes where and when deemed necessary for the purpose of sample collections.
ORDINANCE NO. 18-107                                                          First Reading December 3, 2018
INTRODUCED BY: Ms. DeGeorge                                     Second Reading December 17, 2018

ORDINANCE
ENACTING REVISED CODIFIED ORDINANCE SECTION 1310.01(B)
REGISTRATION/LICENSING OF CONTRACTORS, AND DECLARING AN
EMERGENCY

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

SECTION 1. That Codified Ordinance Chapter 1310 - Registration/Licensing of Contractors, Section 1310.01 - Registration requirement, Subsection (b), which presently reads as follows:

“(b) No provision of this chapter shall be interpreted to require that a person, firm or corporation who is an owner or lessee of premises shall be registered to perform work upon such premises owned by such person, firm or corporation. Persons employed by the owner of the property in the capacity of a Building Custodian shall not be required to register or be otherwise subject to any provision of this chapter.”

is hereby amended by enacting revised Subsection 1310.01(b) to read as follows:

“(b) The provisions of this chapter shall not apply to:

1) a person, firm or corporation who is an owner or lessee of non-residential premises for the performance of work upon such premises
2) persons employed by the owner or lessee of non-residential premises in the capacity of a building custodian for such premises
3) an individual owner-occupant of residential premises for the performance of work upon such premises.”

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

SECTION 3. That this 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:

__________________________
PRESIDENT OF COUNCIL

__________________________
CLERK OF COUNCIL

APPROVED:
ORDINANCE – REGISTRATION OF CONTRACTORS

__________________________
MAYOR
112918 kek
Hi Joanie,

Could you please put this on the agenda for Paul and Dwight to get the approval of the Cahoon Trustees for Bay High School to host Cross Country Meets on the following dates:
  August 10, 2019
  August 24, 2019
  October 12, 2019

Do I need the High School to provide proof of insurance?
Please let me know if I am missing something!

Thank you,
Tonja

Tonja Coffin
Assistant Recreation Director
City of Bay Village
Phone: 440-899-3441
Email: tcoffin@cityofbayvillage.com
Website: www.cityofbayvillage.com