March 22, 2019

A Special Meeting of the Bay Village City Council will be held on **Monday, March 25, 2019** at **8:00 p.m., following the Committee Meeting of Council at 7:30 p.m.,** in the Council Chambers of Bay Village City Hall, 350 Dover Center Road, to take action on items listed below:

1. **Roll Call; Pledge of Allegiance led by Vice President of Council and Ward 1 Councilman David L. Tadych.**

2. **Motion** to approve the Minutes of the Regular Meeting of Council held March 18, 2019. *Tadych*

3. **Motion** to approve the Minutes of the Cahoon Memorial Park Trustees meeting held March 18, 2019. *Tadych*

4. **Ordinance** authorizing the Mayor to enter into a Labor Agreement with the AFSCME Ohio Council 8, Local 3816, Service, and declaring an emergency. *Tadych*

5. **Ordinance** authorizing the Mayor to enter into a Labor Agreement with the AFSCME Ohio Council 8, Local 3816, Administrative, and declaring an emergency. *Tadych*

6. **Motion** to approve entering into a Cooperative Use Agreement with the Ohio Facilities Construction Commission (OFCC) to receive State Capital funding for the Rose Hill Museum Repairs. *Maier*

7. **Motion** to add Prohibition of Smoking in the Parks, to the Matters Pending before Council Committee. *Winzig*

8. **Motion** to appoint Terry Foster, 30922 Perry Drive, to the Community Services Advisory Board for a three year term expiring March 25, 2022. *Stainbrook*

9. **Motion** to appoint Alisa Regensburger, 31418 Walker Road, to the Community Services Advisory Board for a three year term expiring March 25, 2022. *Stainbrook*

10. **Motion** to ratify an Ohio Electricity Supply Agreement with Constellation New Energy, Inc., for a period of 48 months for electricity for street lights. *DeGeorge*

11. **Motion** to ratify a MP2 Energy NE LLC. Master Retail Energy Sales Agreement for a period of 36 months for electricity for municipal buildings. *DeGeorge*

12. **Motion** to convene to Executive Session regarding Personnel: Fire Department; and Litigation: Public Records Expungement Case; Animal Control Ordinance.
Agenda
Special Meeting of Council
March 25, 2019

13. Announcements/ Audience/Miscellaneous

14. Adjournment

Dwight A. Clark
President of Council

Charter Reference 2.11
Procedure

Section 2.14 - Effective Date
C.O. 111.10 - Council Rules for Legislation

Roll call on suspension of Charter Rules:

Every ordinance or resolution shall be read on three different days unless two-thirds (2/3) of the total number of Council members provided for in this Charter dispense with the rules.

Roll call on suspension of Council Rules:

No ordinance or resolution shall be passed unless a written copy thereof is before the Council ...at least 24 hours before any meeting of Council at which action...is contemplated.

Roll call on inclusion of the emergency clause:

All ordinances and resolutions shall become effective forty (40) days after their passage by Council unless a later effective date is set forth or an earlier date is established. Resolutions to initiate any public improvement shall become effective immediately upon their passage and approval by the Mayor.

It is required that two-thirds (2/3) of the total number of Council members provided for by this Charter vote affirmatively to enact with the emergency provisions. This clause allows legislation to become effective immediately upon passage and approval by the Mayor.

NOTE: Regular and Special Meetings of Council are scheduled for 8:00 p.m. However, Council generally meets informally at 7:30 p.m. prior to a Regular or Special meeting, and said portion, usually held in the conference room, is open to the public.
CITY OF BAY VILLAGE

Council Minutes, Regular Meeting
March 18, 2019
Council Chambers 9:05 p.m.
Dwight A. Clark, President of Council, presiding

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

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

Mr. Clark called this Regular Meeting of Council to order at 9:05 p.m. with roll call and Pledge of Allegiance led by Nancy Stainbrook, Councilwoman-at-large.

Following the roll call, Mr. Clark called for a reading of the Minutes of the Regular Meeting of Council held March 4, 2019. Mr. Tadych MOVED to dispense with the reading and accept the minutes as prepared and distributed. Motion carried 6-0 and 1 abstention (Mrs. Stainbrook).

Mr. Clark called for a reading of the Minutes of the Cahoon Memorial Park Trustees held March 4, 2014. Mr. Tadych MOVED to dispense with the reading and accept the minutes as prepared and distributed. Motion carried 7-0 and 1 abstention (Mrs. Stainbrook).

ANNOUNCEMENTS

Mayor Koomar announced that the City of Bay Village has been awarded $50,000 of Casino money under the Cuyahoga County Community Development Supplemental Grant Program. The funds will be used for the project to refurbish the athletic courts at Reese Park, turning one court into a Pickleball Court. Recreation Director Enovitch and Director of Public Service Liskovec have reached out to vendors. The work on the project is dependent on warmer temperatures.

The Cuyahoga County Board of Control approved the Federal Home Loan for $450,000 for the Knickerbocker Apartment construction.

NOPEC has awarded $750 to the Bay Kiwanis Club for support of their Bay Days activities.

REPORTS

Law Director Barbour had no report this evening.

Recreation Director Enovitch reported that all summer Recreation Department program registration is now available online. The recreation program booklet is now paperless and available electronically on line. A few printed copies will be available in the Recreation Department office, and copies will be printed for those who so request a printed copy. The paperless program has realized a savings of $7,000.
The Recreation Department Easter Bunny Hop will be held Saturday, April 6, from 11 a.m. to 1 p.m. at the Bay Way Cabin. The Easter Bunny will be on site to enjoy arts and crafts and an Easter Egg Hunt with the children.

**Director of Public Service and Properties Liskovec** had no further report this evening.

**Director of Community Services Selig** stated that the BV60+ Group will meet in Happy Hour at 4:30 p.m. in the Burntwood Tavern in Rocky River, Ohio on Thursday, March 21, 2019.

**Police Chief Spaetzle** stated that in joint cooperation with Metroparks and the City of Avon Lake and Bay Village, a total of 45 deer have been culled. Four hundred pounds of venison has been donated to Second Harvest Food Bank, which fed 335 families.

The new legislation creating the offense of texting while driving as a primary offense has been advertised regionally with positive feedback.

The annual letter to the landscapers who work in the City about not blocking roadways will be released on April 1, 2019.

Mr. Clark noted that he has received a tremendous amount of positive feedback on the deer culling efforts this year. The result of the culling this year is 200% more than what we have culled in the past. The fact of the donation of the meat to the Second Harvest Food Bank is even better for those less fortunate. Mr. Clark thanked Chief Spaetzle for his work. Chief Spaetzle stated that they will be meeting with the United States Department of Agriculture as a final wrap-up of the season, and in preparation for next year.

**Fire Chief Lyons** stated that the new fire truck committee has been meeting and working hard on researching makes and models since last July. The committee is close to making a recommendation with a meeting to be held on Tuesday, March 19 to present the Mayor with their findings. Chief Lyons commended the committee for their hard work.

Mr. Clark asked if the option of a demo model is being considered. Chief Lyons stated that the committee has been leaning toward a demo model in light of the fact that it would result in substantial savings versus a custom built model. The current fire truck has some issues, and a new, custom built model requires a lead time of twelve to fourteen months. A demo unit could be acquired within one or two months.

**Building Director Tuck-Macalla** had no report this evening.

**AUDIENCE**

There were no comments from the audience this evening.
ENVIRONMENT, SAFETY & COMMUNITY SERVICES COMMITTEE –Mr. Mace

Mr. Mace had no report this evening.

FINANCE AND CLAIMS-Mr. Tadych

Motion by Tadych to acknowledge receipt of February 2019 City of Bay Village Financial Reports as prepared by Renee Mahoney, Director of Finance.

Motion carried 7-0.

PLANNING, ZONING, PUBLIC BUILDINGS AND GROUNDS COMMITTEE-Ms. Maier

Motion by Maier to advertise for bids for Phase 1 of the Rosehill Museum Project (slope stabilization).

Motion carried 7-0.

Motion by Maier to add the matter of Vacant Homes to the Matters Pending before Council Committee.

Motion carried 7-0.

Motion by Maier to add the matter of Review of Existing Zoning Code per Master Plan Recommendations to the Matters Pending before Council Committee.

Motion carried 7-0.

PUBLIC IMPROVEMENTS/STREETS/SEWERS/DRAINAGE COMMITTEE-Mrs. Stainbrook

Mrs. Stainbrook had no further report this evening, and thanked everyone for their time in regard to the Sunset Project.

RECREATION AND PARK IMPROVEMENTS COMMITTEE –Mr. Winzig

Mr. Winzig had no report this evening, other than those items discussed in this evening’s Council Committee meeting.

SERVICES, UTILITIES & EQUIPMENT COMMITTEE –Ms. DeGeorge

Ms. DeGeorge had no report this evening.

MISCELLANEOUS
The Clerk of Council reported receiving an email from resident Bethany Prendes regarding the new library and a suggestion of restrooms in the children’s area, which Ms. Prendes believes should be strongly considered for the new library. Photographs of children’s restrooms were enclosed and copies provided to City Council.

Ms. Maier commented that having small children, she can support the fact that these are the best restrooms for children and highly recommended sending this suggestion along to the architects of the library.

Mr. Tadych asked what happened with the turfing at Columbia Road Park, noting that it is being posted on Facebook. Chief Spaetzel stated that it is off to the west side of the property, and it is not known if it is turfing.

Mr. Clark asked the status of the Liberty Development project on Wolf Road. Mayor Koomar stated that he has nothing to report at this time, but does expect an update soon.

Ms. DeGeorge asked what is being held in the E-Truck that has been parked on the Liberty Development property for some time. Mr. Tuck-Macalla stated that it contains the waste that was pulled from the excavation and is slowly being moved off site. The remediation has been completed.

ADJOURNMENT

There being no further comments, the meeting adjourned at 9:17 p.m.

____________________________________               __________________________
Dwight A. Clark, President of Council   Joan Kemper, Clerk of Council
President of Council Clark called the meeting to order at 8:55 p.m. in the Conference Room of Bay Village City Hall.

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, Recreation Director Enovitch, Police Chief Spaetzel, Building Director Eric Tuck-Macalla, Community Services Director Selig.

AUDIENCE

Denny and Tara Wendell, Thomas J. Kelly, Clare Banasiak, Carl Frey.

Approval for the use of Cahoon Memorial Park by the Bay Village Historical Society on Saturday, June 15 for the Annual Antique and Craft Show, subject to receipt of insurance.

Motion by Mr. Winzig to grant approval to the Bay Village Historical Society for use of Cahoon Memorial Park on Saturday, June 15 for the Annual Antique and Craft Show, subject to receipt of insurance. Mr. Winzig commented that this has been an annual event for many years, and is always a successful endeavor on the part of the Historical Society.

Mr. Clark noted that this event is held along with Destination Bay in the Memorial Park.

There being no further comments or questions, Mr. Clark called for a vote of the Trustees.

Motion carried 8-0.

Review and approval of 50th Anniversary temporary signs in Cahoon Memorial Park for the Bay Soccer Club, to be installed during the 2019 Recreation Season.

Mr. Winzig introduced Mr. Carl Frey representing the Bay Soccer Club. In addition to the sketch of the 4′ x 8′ plywood signs previously received by the Trustees prior to the meeting this evening, Mr. Frey distributed a map showing where the signs will be installed. Mr. Winzig noted that the signs will be installed with two posts with the City Service Department to assist in the drilling of the holes for the pole installation. A total of three signs will be installed. Mr. Frey assured the Trustees that the sign locations would not interfere with any existing signage or activities.

Motion by Winzig to grant approval to the Bay Soccer Club to install three 4′ x 8′ uniform temporary signs advertising the Soccer Club’s 50th Anniversary in Cahoon Memorial Park with installation and location to be in accordance with the map provided and coordinated with the Bay Village Service Department. The signs are to be removed by December 31, 2019.
There being no further comments or questions, Mr. Clark called for a vote of the Trustees.

**Motion carried 8-0.**

There being no further business to be brought before the Trustees this evening, the meeting adjourned at 8:59 p.m.

________________________________________  __________________________
Dwight A. Clark, President of Council         Joan Kemper, Clerk of Council
ORDER NO.
INTRODUCED BY

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A LABOR AGREEMENT
WITH THE AFSCME OHIO COUNCIL 8, LOCAL 3816, SERVICE,
AND DECLARING AN EMERGENCY.

WHEREAS, a Memorandum of Understanding has been agreed to by and
between the AFSCME Ohio Council 8, Local 3816, Service, and the City of Bay Village;

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

SECTION 1. That the Mayor be and he is hereby authorized to enter into a
labor agreement with AFSCME Ohio Council 8, Local 3816, Service, covering compensation
and other employment provisions for municipal employees for the period from January 1, 2019
through December 31, 2022, in accordance with the language set forth in the Memorandum of
Understanding.

SECTION 2. That it is found and determined that all formal actions of this
Council concerning and relating to the adoption of this ordinance were adopted in compliance
with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency
measure immediately necessary for the preservation of the public peace, health, safety and
welfare, and for the further reason that it is immediately necessary to provide for said
compensation and other employment provisions as agreed upon in labor negotiations so that
personnel may be available to the City, wherefore this ordinance shall be in full force and take
effect immediately upon its passage and approval by the Mayor.

PASSED:

PREVIOUS OF COUNCIL

CLERK OF COUNCIL

APPROVED:

MAYOR

03.22.19 jd
ORDINANCE NO.
INTRODUCED BY:

AN ORDINANCE
AUTHORIZING THE MAYOR TO ENTER INTO A LABOR AGREEMENT
WITH THE AFSCME OHIO COUNCIL 8, LOCAL 3816, ADMINISTRATIVE,
AND DECLARING AN EMERGENCY.

WHEREAS, a Memorandum of Understanding has been agreed to by and
between the AFSCME Ohio Council 8, Local 3816, Administrative, and the City of Bay Village;

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

SECTION 1. That the Mayor be and he is hereby authorized to enter into a labor
agreement with AFSCME Ohio Council 8, Local 3816, Administrative, covering compensation
and other employment provisions for municipal employees for the period from January 1, 2019
through December 31, 2022, in accordance with the language set forth in the Memorandum of
Understanding.

SECTION 2. That it is found and determined that all formal actions of this
Council concerning and relating to the adoption of this ordinance were adopted in compliance
with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. That this ordinance is hereby declared to be an emergency measure
immediately necessary for the preservation of the public peace, health, safety and welfare, and
for the further reason that it is immediately necessary to provide for said compensation and other
employment provisions as agreed upon in labor negotiations so that personnel may be available
to the City, wherefore this ordinance shall be in full force and take effect immediately upon its
passage and approval by the Mayor.

PASSED:

__________________________
PRESIDENT OF COUNCIL

__________________________
CLERK OF COUNCIL

APPROVED:

__________________________
MAYOR

03.22.19 jt
CULTURAL PROJECT COOPERATIVE USE AGREEMENT

ROSE HILL MUSEUM

This Cooperative Use Agreement (Agreement) is entered into by and between the City of Bay Village, as the Project Sponsor (Project Sponsor), and the State of Ohio (State), acting by and through the Ohio Facilities Construction Commission (Commission), a state agency organized and operating under Ohio Revised Code (ORC) Chapter 123 (the Commission and the Project Sponsor, collectively, the Parties). This Agreement becomes effective upon the date it is signed by all of the Parties (Effective Date).

RECITALS

1. Pursuant to ORC Chapter 154, Article VIII Section 2i of the Ohio Constitution, and pursuant to a General Bond Order issued by the Ohio Treasurer of State (Treasurer) on August 31, 2005, bonds (Facility Bonds) were issued for the purpose of providing grant moneys to pay the costs of acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving, equipping and furnishing capital facilities, which are Ohio cultural facilities, as defined in ORC Section 123.28(J).

2. The Ohio Public Facilities Commission (OPFC) entered into the OPFC Lease pursuant to which the Commission will make lease rental payments, which will be assigned by OPFC to the Treasurer, in connection with Ohio cultural facilities.

3. The Commission is a body corporate and politic, an agency of state government and an instrumentality of the State, performing essential governmental functions of the State, duly created, existing and operating under and by virtue of ORC Chapter 123.

4. In accordance with ORC Section 123.21, the Commission may make and enter into all contracts, commitments and agreements, and execute all instruments, necessary or incidental to the performance of its duties.

5. The Commission has determined that the Cultural Project defined herein meets all requirements of the ORC and, subject to the fulfillment of certain conditions, has approved the expenditure for the project.

6. The Commission, by action of the executive director, authorized the execution of this Agreement and determined that the cooperative use of the Facility, as provided in this Agreement, contributes to the development, performance, and presentation of culture, or making the same available, to the public of this State.
In consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. Identification

1.1 Project Sponsor Information
City of Bay Village
350 Dover Center Road
Bay Village
Kathryn Kerber
Administrative Project Leader
kkerber@cityofbayvillage.com
440-899-3412

The Project Sponsor identified above represents and warrants that it is and will continue to be a governmental agency as defined in ORC Section 123.28(F).

1.2 Notices for Official Correspondence
All communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given if hand delivered or sent by U.S. registered or certified mail, postage prepaid.

(a) with respect to the Commission:

Ohio Facilities Construction Commission
30 West Spring Street, 4th Floor
Columbus, Ohio 43215
Attention: Executive Director

(b) with respect to the Project Sponsor:

City of Bay Village
350 Dover Center Road
Bay Village, OH 44140
Attention: Mayor

The parties designated above shall each have the right from time to time to specify as their respective address for purposes of this Agreement any other address upon the giving of fifteen (15) days’ prior written notice thereof, as provided herein, to the other parties listed above.

2. Project Information

2.1 Project Location
Rose Hill Museum, 27715 Lake Road, Bay Village, OH 44140 (the Facility)
2.2 Project Description
The Project Sponsor plans to use the grant for the demolition and rebuilding of the parlor’s foundation at the Facility. The construction project will be known herein as the Cultural Project for the purposes of this agreement. This project supports culture through the presentation of features of historical interest in a local historical facility.

3. Financial Considerations

3.1 Grant Amount
The 132nd General Assembly of the State of Ohio (General Assembly) in H.B. 529 designated $62,000 of the funds appropriated in ALI C230FM to the Commission to finance all or a portion of the capital facilities costs associated with the Cultural Project. The Commission agrees to provide a grant of $62,000 (Grant Amount) to the Project Sponsor.

3.2 Appropriation Intent
The funds under this Agreement shall be used by the Project Sponsor for capital improvements that meet the intent and purpose of the appropriation and the limitations on use set forth in the bill appropriating the funds. To the extent such costs exceed the funds appropriated, the Project Sponsor will be required to pay the difference. Additionally, the funds shall be used only for construction, as defined in ORC Section 123.28(K).

3.3 Fiscal Management of Project
The Project Sponsor is responsible for the financial management of the Cultural Project. The Project Sponsor will comply with, or cause compliance with, all appropriate accounting and budgeting procedures in accordance with generally accepted accounting principles, consistently applied.

3.4 Project Budget
The total cost of the project described above is estimated to be $309,010 (Project Budget), including but not limited to design, construction, land acquisition, environmental assessment and remediation, exhibits, furniture, fixtures, equipment, construction management and other professional service fees, legal fees, marketing, start-up operations, operating endowments, utilities and other start-up costs, insurance, performance or payment bonds, taxes, and permits.

3.5 Local Match
In accordance with ORC Section 123.281(B)(2), the Project Sponsor shall have local contributions amounting to not less than fifty (50) percent of the Grant Amount for the Cultural Project (Local Match).

3.6 Local Share
The Local Share shall be an amount equal to the total costs of the Project Budget less the Grant Amount.
3.7 Full Funding
The Project Sponsor acknowledges that full funding occurs when it can demonstrate, to the satisfaction of the Commission, that funds have been raised to cover the Project Budget set forth in Section 3.4 of this Agreement (Full Funding).

3.8 Disbursement of Grant Funds
The funds to be disbursed under this Agreement shall not exceed the lesser of (A) the amount of the State appropriations or (B) the amount of funds (i) approved by the Commission and (ii) which comply with the conditions set forth in this Agreement. If further appropriations are made by the General Assembly and the expenditure of all or a portion of such funds is approved by the Commission, this Agreement may be amended to reflect any such additional amounts.

Notwithstanding anything set forth above, the state appropriation disbursed under this Agreement shall not exceed the lesser of (i) the aggregate appropriations by the General Assembly for the Cultural Project or (ii) twice the Local Match.

The Project Sponsor expressly acknowledges that no payment of state appropriation funds shall be made until such funds are released by the State Controlling Board.

The Project Sponsor shall submit invoices to the Commission in compliance with Exhibit A, attached hereto and made a part hereof.

3.9 Tax Obligations
The Project Sponsor shall be solely responsible for and shall pay all applicable federal, state, and local tax obligations.

The Project Sponsor affirms that it will take, or cause to be taken, all actions that may be required of the Project Sponsor for the interest on the Facility Bonds to be and remain excluded from gross income for federal income tax purposes and from treatment as an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Internal Revenue Code, and will not take, or permit to be taken, any actions which would adversely affect such exclusion and such treatment.

4. Real Estate and Construction

4.1 Commencement
The Project Sponsor shall provide all construction services for the Cultural Project. The Project Sponsor shall be responsible for the construction administration of the Cultural Project. By August 1, 2019, the Project Sponsor shall commence or cause commencement of construction of the Cultural Project.

4.2 Contracts and Permits
The Project Sponsor shall have the full authority to contract with appropriate persons for the design and construction of the Cultural Project. The Project Sponsor shall secure all
necessary permits and/or licenses related to the Cultural Project.

4.3 Completion
The Project Sponsor represents and warrants that it will cause the Cultural Project to be constructed with reasonable speed and dispatch and reasonably adhere to the submitted construction schedule. The expected completion date of the Project is December 31, 2019 (Completion Date).

4.4 Restrictions of Record
The Project Sponsor hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Facility or the Cultural Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the Facility as an Ohio cultural facility or the rights and obligations granted hereunder by the Project Sponsor to the Commission. The Project Sponsor represents that it is the fee simple owner of the premises on which the Facility is located, as described in Section 2.1 of this Agreement.

5. Operations and Maintenance

5.1 Operations and Maintenance
The Project Sponsor shall be solely responsible for and shall pay all operating and maintenance costs of the Facility over the term of the Facility Bonds.

The Project Sponsor shall maintain and keep the Facility in good order and repair, shall use the Facility for the intended purpose, and shall take all actions reasonably necessary to ensure that the Facility is available for the presentation of culture to the public over the term of the Facility Bonds.

5.2 Schedule of Operation/Control of Content
During the term of this Agreement, the Project Sponsor shall have the exclusive authority to schedule events and functions at the Facility.

5.3 Ownership
Any part of the Cultural Project paid for with proceeds of the Facility Bonds shall be owned by the Project Sponsor.

5.4 Conveyance of Right to Use and Occupy
As security for the performance of the Project Sponsor’s obligations under this Agreement, the Project Sponsor hereby conveys to the Commission the right to use and occupy the Facility upon an Event of Default, as described in Section 9.1 of this Agreement. The Project Sponsor acknowledges and consents to the conveyance by the Commission to the OPFC of such right hereby conveyed to the Commission and acknowledges that the OPFC will lease the Facility to the Commission pursuant to the OPFC Lease. The Commission acknowledges that, absent an Event of Default, it has no right to use or occupy the Facility.
6. Risk Management

6.1 Liability and Indemnification
The Project Sponsor shall either:

(a) Require that private entities that enter into contracts with the Project Sponsor for the operation or management of the Facility hold harmless and indemnify the Commission, the OPFC, the Treasurer, and the State from any and all damages, costs, fees, penalties, and expenses, of any nature whatsoever, incurred by the Commission, the OPFC, the Treasurer, or the State from any claim of any third party claim arising out of or related to the operation or management of the Project, including, but not limited to, the costs of defense of any related action, suit or proceeding; or

(b) Purchase and maintain insurance in an amount determined by a qualified risk assessor to insure the OPFC, the Commission, the Treasurer and the State against liabilities, claims, costs, losses, and expenses, joint or several, imposed upon or asserted against the OPFC, the Commission, the Treasurer, and the State resulting from any claim of any third party arising out of or related to the Project and shall name the OPFC, the Commission, the Treasurer, and the State as additional insureds under such policy; or

(c) Name the OPFC, the Commission, the Treasurer and the State as additional insureds under a self-insurance program or joint self-insurance pool created under Section 2744.08 or Section 2744.081, respectively, of the ORC, and operated by or on behalf of the Project Sponsor.

6.2 Property and Liability Insurance
Unless otherwise stated, the Project Sponsor shall maintain, or cause to be maintained, at no cost to the Commission, commercial general liability insurance and property insurance to insure the OPFC, the Commission, the Treasurer and the State in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and the bodily injury, property damage, personal injury, advertising injury and employer's liability exposures of the Project Sponsor. Unless otherwise stated, such insurance shall remain in force at all times from the date hereof through the term of this Agreement.

6.3 Self-Insurance
Instead of providing the general liability and property insurance above, the Project Sponsor may name the OPFC, the Commission, the Treasurer and the State as additional insured and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under ORC Sections 2744.08 or 2744.081, respectively, and operated by or on behalf of the Project Sponsor, in order to meet the insurance requirements set forth herein.

(a) If the Project Sponsor has a self-insurance program created under ORC Section 2744.08, by signing this Agreement, the Project Sponsor hereby insures the OPFC, the Commission, the Treasurer and the State as additional insureds under its self-insurance program to cover the full replacement costs of...
improvements funded, in whole or in part, by the State, and the bodily injury, property damage, personal injury, advertising injury and employer’s liability exposure of the Project Sponsor related to the Cultural Project or the operation of the Facility.

(b) If the Project Sponsor is part of a joint self-insurance pool created under ORC Section 2744.081, the Project Sponsor shall provide certification from the pool's qualified risk assessor that such self-insurance program will insure the OPFC, the Commission, the Treasurer of State and the State as additional insured and/or loss payees in an amount sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State and the bodily injury, property damage, personal injury, advertising injury and employer's liability exposures of the Project Sponsor.

(c) The Project Sponsor certifies that its self-insurance program or joint self-insurance pool complies with ORC Sections 2744.08 and 2744.081.

7. Term

7.1 Term
This Agreement commences on the Effective Date and, unless otherwise terminated as provided in this Agreement, expires on the later of (a) ten (10) years from the Completion Date, or (b) the date upon which all Facility Bonds issued to finance or refinance the grant to the Project Sponsor described in Section 3.1 of this Agreement, and all obligations of the Treasurer or other issuing authority to financial institutions related to the Facility Bonds have been paid in full (the Term).

8. Legal Compliance

8.1 General
This Agreement or any actions taken under it are not subject to Chapters 123 or 153 of the ORC, except for section 153.011 of the ORC.

The Project Sponsor affirmatively represents and warrants that it shall comply with this Agreement and with all applicable federal, state, and local laws and regulations, including, but not limited to:

(a) ORC Chapter 4115 (prevailing wage)
(b) Worker’s Compensation laws
(c) Equal Opportunity laws
(d) ORC Section 153.011 (domestic steel)
(e) The Americans with Disabilities Act
(f) Environmental laws and regulations
(g) Historical preservation laws and regulations
(h) Drug-free Workplace
(i) ORC Section 9.24 (findings for recovery)
(j) Executive Order 2011-12K, Governing the Expenditure of Public Funds for
Offshore Services

8.2 Negative Pledge: Prohibition Against Disposition
The Project Sponsor shall not assign, transfer, pledge or otherwise encumber all or any part of the Facility, including the Cultural Project, with any mortgage, security interest, or lien, nor shall the Project Sponsor dispose of any part of the Facility, including the Cultural Project, without replacement or substitution with improvements substantially similar to those of the Cultural Project provided for herein, without the prior written consent of the Commission, which consent shall not be unreasonably withheld.

8.3 Reports and Records
The Project Sponsor shall keep and make all reports and records associated with the Cultural Project and the Facility available to the Commission upon request for a period of not less than thirteen (13) years after the Completion Date. These reports and records shall include a description of the Cultural Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure, and vendor information).

8.4 Reviews and Inspections
The Commission may conduct reviews or inspections of the Facility to determine whether the uses made thereof are consistent with the Commission's purposes, including the presentation of culture to the public.

9. Default and Termination

9.1 Events of Default
Each of the following is considered an Event of Default and the Commission may, upon ten (10) days' prior written notice to the Project Sponsor, terminate this Agreement:

(a) if the Project Sponsor fails to maintain its status as a governmental agency as defined in ORC Section 123.28(F);

(b) if the Project Sponsor fails to complete the Cultural Project, abandons the Cultural Project or the Facility, or does not provide culture as defined in ORC 123.28;

(c) if the Project Sponsor shall become insolvent, make a general assignment for the benefit of creditors, be generally unable to pay its debts when they are due, or be a debtor in any receivership proceeding or any other proceeding brought under the federal bankruptcy laws and not cause such proceeding to be terminated within thirty (30) days following the commencement thereof;

(d) if the Project Sponsor is found to be in default under any other agreement or commitment secured by an interest in the real or personal property comprising the Cultural Project or the Facility and fails to cure such default within any cure period provided for in such agreement or commitment;
(e) if there is any change in use of the Facility that significantly reduces or eliminates the public purpose;

(f) if any act of the Project Sponsor adversely affects the federal tax exemption of the Facility Bonds; or

(g) if the Project Sponsor fails to remedy any covenant, condition or term in this Agreement, except as provided in subsections (a) – (f), within a period of thirty (30) days after receipt of written notice that the Project Sponsor is not in compliance.

9.2 Remedies Upon Default
Whenever an Event of Default has occurred, the Commission may:

(a) terminate this Agreement upon no less than ten (10) days' prior written notice;
or

(b) take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Project Sponsor.

Upon termination of this Agreement after completion of the Cultural Project, for any reason other than at the stated expiration of its term, the Project Sponsor shall repay the Commission the percentage of the Grant Amount described in Section 3.1 of this Agreement equal to the ratio of (x) the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Facility Bonds used to finance the grant to the Project Sponsor over (y) the total number of months that such Facility Bonds are scheduled to be outstanding. Such repayment amount shall be calculated by the OPFC.

Notwithstanding the foregoing, if this Agreement is terminated prior to the Completion Date of the Cultural Project, the Project Sponsor shall immediately repay to the Commission the amount of State funds used to pay costs of the Cultural Project.

The requirements to make payment to the Commission as provided in this Section 9.2 shall survive the termination of this Agreement.


10.1 Binding Effect
All of the covenants, conditions and obligations contained in this Agreement shall be binding upon and inure to the benefit of the respective permitted successors and assigns of the Commission and the Project Sponsor to the same extent as if each such successor and assign were named as a party to this Agreement. This Agreement may not be changed or discharged except by written agreement signed by the Parties hereto. Amendments to the Agreement shall require the approval of the Commission.
10.2 Governing Law
This Agreement shall be governed by and interpreted under the laws of the State, and any action or proceeding arising from this Agreement shall be commenced in a court of competent jurisdiction located in Franklin County, Ohio.

10.3 Severability
Each provision hereof shall be separate and independent and the breach of any provision by either party hereto shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by it hereunder. If any provisions hereof shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall not be affected, and said provisions shall be valid and enforceable to the fullest extent permitted by law.

10.4 Waiver
The waiver by any party of, or the failure of such party to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition herein contained, or subsequent breach of the same, or any other term, covenant or condition herein contained.

10.5 Time is of the Essence
Time is of the essence in this Agreement and all provisions herein relating thereto shall be strictly construed.

10.6 Inconsistent Provisions
The Commission and the Project Sponsor each acknowledge that, if any prior agreements exist between the Project Sponsor and the Commission ("Prior Agreements") for so long as the Prior Agreements remain in effect, the provisions of those Prior Agreements shall control and prevail over any inconsistent provisions in this Agreement. Notwithstanding the foregoing, nothing in the Prior Agreements shall be deemed to affect the provisions of the Term of this Agreement.
11. Signatures

The Commission and the Project Sponsor have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CITY OF BAY VILLAGE

__________________________
Signature

__________________________
Printed Name

__________________________
Title

__________________________
Date

STATE OF OHIO, ACTING BY AND THROUGH THE OHIO FACILITIES CONSTRUCTION COMMISSION

__________________________
Signature

__________________________
David M. Williamson
Printed Name

__________________________
Executive Director
Title

__________________________
Date
EXHIBIT A

ADDITIONAL REQUIREMENTS FOR REIMBURSEMENT OF COSTS RELATED TO THE ROSE HILL MUSEUM CULTURAL PROJECT

The Project Sponsor shall submit invoices to the Commission no less frequently than quarterly. The invoices shall identify the total amount then due and payable, the State's share of the total amount due and payable, the Application and Certificate for Payment (AIA Document G702) or similar Commission approved form, and any appropriate back-up documentation requested by the Commission staff.

Upon receipt of invoices and all appropriate supporting information in the form acceptable to the Commission, the Commission shall use its best efforts to pay the Project Sponsor within thirty (30) days. If the invoice(s) submitted by the Project Sponsor fail to meet all of the requirements set forth in this exhibit, then the Commission shall have the right to withhold disbursement of funds for such invoice(s) until Project Sponsor has complied with all such requirements.

State Appropriations to the credit of the Cultural Project shall be held in the Commission's Cultural and Sports Facilities Building Fund and shall accrue interest in accordance with State law. Interest in the Cultural and Sports Facilities Building Fund shall accrue to the credit of the Commission.

1. Payment by the Commission to the Project Sponsor shall be on a pro rata basis (in amount equal to a fraction of the invoice, with the numerator being the Grant Amount and the denominator being the Project Budget) over the length of the construction of the Cultural Project unless otherwise approved by the Commission staff.

2. Invoices containing charges for work that is more than one (1) year old at the time the invoice is received by the Commission will not be accepted or approved, unless otherwise approved by the Commission staff.

3. Invoices will be organized in the following manner:

   (a) A summary sheet, in the form of Exhibit B, shall be included with each invoice submittal. The summary sheet will include the following information for each contract: the contractor name, the type of work or bid package, the initial contract amount, the total change orders, the total contract amount, the total work completed to date, and the amount to be paid on the invoice.

   (b) Supporting documents will accompany all invoices. These documents include:

      (i) copies of complete contractor pay requests including:

         o cost breakdown including unit/unit cost, amount per unit and total cost;
o approval by the Project Sponsor or Project Sponsor’s representative for payment;
o approval by the architect or construction manager, if applicable;
o current date;
o invoice number; and
o date of service.

(ii) copies of all approved change orders. Field work orders, construction change directives, or similar charges, shall not be paid until change orders are finalized and approved.

(c) When construction is complete, the following documentation shall be submitted along with the summary sheet and supporting documentation:

(i) A cover letter signed and dated by an appropriate representative of the Project Sponsor with his or her name and title printed thereon, containing the following language:

“By signing below, I certify that the charges being invoiced are for actual work completed on the Rose Hill Museum Project, and the charges are true, accurate and appropriate, and that no liens have been filed on the Cultural Project or the Facility. I further certify that all work has been done in compliance with all applicable laws, including but not limited to prevailing wage law.”

(ii) A copy of the Certificate of Occupancy (if available) and/or photographs of the completed project.

4. In accordance with the current capital bill, appropriations made for buildings and structures, including remodeling and renovations, are limited to the following:

(a) acquisition of real property or interest in real property;

(b) buildings and structures, which includes construction, demolition, complete heating and cooling, lighting, and lighting fixtures, and all necessary utilities, ventilating, plumbing, sprinkling, water and sewer systems, when such systems are authorized or necessary;

(c) architectural, engineering, and professional services expenses directly related to the project;

(d) machinery that is a part of the structures at the time of initial acquisition or construction;

(e) acquisition, development, and deployment of new computer systems, including the redevelopment or integration of existing and new computer systems, but excluding regular or ongoing maintenance or support agreements; and
(f) equipment that meets all the following criteria:
   (i) the equipment is essential in bringing the facility up to its intended use;
   (ii) the unit cost of the equipment, and not the individual parts of a unit, is about $100 or more;
   (iii) the equipment has a useful life of five (5) years or more; and
   (iv) the equipment is necessary for the functioning of the particular facility or project.

No equipment shall be paid for from these appropriations that is not an integral part of or directly related to the basic purpose or function of a facility or project for which moneys are appropriated. This does not apply to line items appropriated specifically for equipment.

An inventory list shall be kept of all fixtures, furniture and equipment where the cost was reimbursed by the Commission. Items listed on the inventory shall be kept, and shall remain in good repair, for the Term of this Agreement. If an item cannot be repaired, it shall be replaced in kind.
EXHIBIT B: SUMMARY SHEET (EXAMPLE ONLY)

Project Sponsor: ________________________________

Date: ________________________________

<table>
<thead>
<tr>
<th>Work Category</th>
<th>Contractor Name</th>
<th>Initial Contract Amount</th>
<th>Change Orders</th>
<th>Total Contract Amount</th>
<th>Total Work Completed to Date</th>
<th>Amount Paid This Month</th>
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<tr>
<td>General</td>
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<td>Roofing</td>
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<tr>
<td>Misc. Metals</td>
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<td>TOTAL</td>
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Initial Project cost per state approval ____________
Initial contingency per state approval ____________
Contingency less current Change Orders to date ____________

Total Invoice Amount ____________
Total Construction Cost ____________
Total State Appropriation ____________
Percent of Invoice to be Reimbursed = Total State Appropriation/Total Construction Cost ____________
Total Amount to be Reimbursed ____________
Terry Foster  
30922 Perry Drive  
Bay Village, OH  44140  
Home Phone: (440) 250-0025, Cell (440)263-7716  
Email:  tessmasterg@aol.com

Education
~ Ohio University, BA in Psychology  
~ Cuyahoga Community College.  Coursework in data processing  
~ Master Gardener Certification Program, 2003, through the Ohio State University Cuyahoga County Extension Program

Employment
~ Westlake Public Library, October 2013-present, circulation senior assistant  
~ Bay Presbyterian Church, March 2011-present, substitute receptionist.  
~ U.S. Census Bureau, January 2010-July 2010, crew leader and enumerator  
~ West Side Community Mental Health Center, 1987-1990, quality assurance specialist and client rights advocate  
~ Woodruff Hospital, Cleveland, 1980-1985, mental health worker and patient advocate

Volunteering
~ Village Project, non-profit providing meals and support for cancer families, grocery shopping volunteer, October 2012-present  
~ Master Gardener, Cuyahoga County OSU Extension- public education volunteer, hotline, newsletter contributor and coordinator for continuing education, 2003-present  
~ Cuyahoga County Board of Elections, 2007-present, poll worker/presiding judge  
~ Bay Village Middle School library, library aide, 2001-2009.  
~ Ohio Reads Tutor, 2003-2006, Westerly Elementary, Bay Village  
~ PTSA secretary at William Cullen Bryant School, Cleveland, 1997-1999.  

References
~ Barb Harrell, Executive Director, Village Project, (440) 348-9401  
~ Vicki Glavinos, Westlake Public Library, Circulation Supervisor, (440) 871-2600  
~ Barb Hartford, retired Assistant Director, West Side Community Mental Health Center, Cleveland.  Home (216) 321-0447
ALISA REGENSBURGER

31418 Walker Road, Bay Village Ohio 44140 (216) 905-3867
alisamcbride@yahoo.com

EXPERIENCE

2007 - Present Buckeye Community Hope Foundation Columbus, OH
Senior Service Coordinator/Quality Improvement Specialist (PT Contract Position)

- Conducts employee training and creates electronic materials for distance learning.
- Created and implemented performance measurement tool for service coordinators serving low income older adults.
- Supervises service coordinators serving older adults across multi-county service area.
- Conducts performance audits to ensure compliance with regulatory bodies.

2011 - 2014 Community Care Network Cleveland, OH
Outcomes Coordinator/Quality Improvement

- Conducted employee training (First Aid, CPR, and Professional Etiquette).
- Assisted in agency certification. (CARF)
- Implemented and measured program evaluations for multiple social service agencies.
- Directed the service evaluation systems.
- Conducted, measured and evaluated consumer satisfaction initiatives.
- Ensured timely submission of reporting to funding sources.

2008-2011 University Settlement Inc. Cleveland, OH
Adult Wellness Program Manager

- Managed adult wellness program staff and operation serving older adults and persons with disabilities.
- Managed funding and reporting from multiple funders including: the Western Reserve Area Agency on Aging, Cuyahoga County Department of Senior & Adult Services and the United Way.
- Increased attendance of program and efficiency of operation.

2007-2008 Senior Transportation Connection Cleveland, OH
Outreach Coordinator

- Promoted the transportation network to municipalities and users.
- Conducted initiatives directed toward older adults.

2005-2007 National Church Residences Cleveland, OH
Service Coordinator

- Connected older adults with resources and referrals.
- Conducted community health fairs and initiatives directed toward older adults and their caregivers.
EDUCATION

<table>
<thead>
<tr>
<th>Year</th>
<th>Institution</th>
<th>Location</th>
<th>Degree</th>
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<tr>
<td>1994-1999</td>
<td>Kent State University</td>
<td>Kent, OH</td>
<td>B.S., Elementary Education</td>
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