AGENDA

Agenda, Bay Village City Council                                   Date:  June 10, 2019
Committee Meeting
Conference Room, Bay Village City Hall
Dwight A. Clark, President of Council, Presiding

ANNOUNCEMENTS

COMMITTEE OF THE WHOLE

Feasibility Options of Current Library.

Tree Ordinance.

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Mace

Memorandum of Understanding with Bay Schools for School Resource Officer.

FINANCE & CLAIMS COMMITTEE-Tadych

Amended Appropriation Ordinance.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier

Lakeside Cemetery Regulations.

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-Stainbrook

Advertisement for bids for Infrastructure Improvements to Sunset area as slated for 2019.
Advertisement for bids for Roadway Improvements to Sunset area as slated for 2019.
Construction Observation Services – Columbia Road Culvert Project.

RECREATION & PARKS IMPROVEMENT COMMITTEE- Winzig

Advertisement for bids for the renovation of Reese Park tennis courts.

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-DeGeorge

MISCELLANEOUS

AUDIENCE

CAHOON MEMORIAL PARK TRUSTEES
City of Bay Village
Council Minutes, Committee Session  June 3, 2019  Conference Room
Dwight A. Clark, President of Council, presiding

President of Council Clark called the meeting called to order in the Conference Room of Bay Village City Hall at 7:32 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, Engineer Don Bierut, Police Chief Spaetzel, Community Services Director Selig, Recreation Director Enovitch, Building Director Tuck-Macalla, Bay Middle School Principal Sean McAndrews.

AUDIENCE


ANNOUNCEMENTS

Mayor Koomar advised that the Ohio Department of Transportation (ODOT) on Saturday, June 1, 2019 installed a Rapid Rectangular Flashing Beacons Crosswalk System on Dover Center Road at Bruce Road. The system has a very similar technology of what the City is seeking with the grants on Lake Road. This is a request of the administration last year as part of the Lake Road project because that was going to be a detour and a significant amount of traffic now that school will be out. Mayor Koomar stated that the lights are very bright, and run for about thirty seconds, which is ample time for individuals to cross Lake Road.

Mayor Koomar noted that this system will be very similar to the one to be used at the Lake Road/ Columbia Road crosswalk.

The latest edition of Cleveland Magazine features the rating of Bay Village as the No. 2 City in the annual rankings of cities. Mr. Clark noted that Bay Village is No. 1 on the west side, with the official No. 1 ranking as Moreland Hills, which is on the east side of Cleveland.

The Cuyahoga County Library Board is working on their plans for the new Bay Village Library. There have been several questions to Building Director Tuck-Macalla regarding the Building Code. The Deputy Director of the Library Board has promised an update in the near future. They have assured that evening meeting space will be part of the new library.

The NatureWorks Grant application was submitted on Friday, May 31 in the amount of $41,000. If the application is successful, it will be coupled with the funds appropriated by City Council in the 2019 Budget and finish the playground project in Bradley Road Park.
Bay Family Services – Sean McAndrews.

**Mr. Sean McAndrews, Bay Middle School Principal,** addressed the Council and administration regarding Bay Family Services. Mr. McAndrews is the Principal and 18-year member of the Bay Family Services Committee. He commended Council for supporting the program noting that Bay Family Services continues to be a thriving organization helping the citizens of Bay Village. A majority of the time is spent with students, however, over the course of the last five years, they have done an outreach to commit families to calling on their own. Families are now accessing Bay Family Services through their hot line number, 617-7416. The office in Bay High School is staffed by two counselors. A Bay Family Services counsellor is at the high school every day for five days of the week. A number of programs are conducted at the Middle School and the High School, with expansion planned for the elementary schools to help with truancy and attendance issues. Mr. McAndrews stated that the partnership between the Schools and the City is fabulous and he is happy that the City continues to provide their support.

A middle school and high school attendance pre-intervention program will be expanded next year before it goes to the diversion program, in an attempt to reach the kids before the point of being sent to Juvenile Court. The McKeon Education Group will be leading that charge, working with the parents for parenting skills and the students.

The programs at the high school and middle school continue to impact the students in a positive way. The annual summary of the work of Bay Family Services will be sent to the Council and administration in June.

Police Chief Spaetzel commented that the program began in 1996 and Sean McAndrews is elected President of the Committee every year because of his outstanding work. The cooperation that exists between the City and the Schools with this program has been tremendous. They work very closely with the Police Department, noting that the key is early intervention, early assessment and the prevention programs. This program is a key part in what the Police Department does in trying to prevent any kind of violence in schools and to help families. Self-referrals by families has gone up tremendously since 2010, with families recognizing issues and not waiting until it is manifested in the schools. Police Chief Spaetzel stated that he gives much credit to McKeon and Associates, who go out of their way to help with grief counselling services and substance abuse issues.

Mr. McAndrews stated that consistency in personnel is a great advantage and provides the students the same counsellor as they work through their school years. Mr. David Mack, who works with middle school and high school students, still meets with former students who are now adults to make sure they stay on the right track.

Mr. McAndrews stated that the prevention program is in response to the number of deaths of young people in Bay Village. Unfortunately, the average is one per year over the past eighteen years. The early prevention program is based on the four types of personalities: sensation seekers, impulsivities, negative thinkers, and anxiety. The prevention program targets those personality traits with coping strategies other than drugs or alcohol. The main purpose of the
program is delaying early onset of drug and alcohol abuse. Seven teams will work the prevention program next year, starting with seventh grade students, and teaching coping and decision making skills.

Mr. Winzig addressed Mr. McAndrews, commending him on his leadership. He stated that Mr. McAndrews has gone way above and beyond what many people have done in their communities. Bay Village is very fortunate to have had this program, which has been presented in Columbus and put before Governor DeWine. If you look at the products that they send out to communities on how you can get schools and cities, police, fire and caretakers together, this has been packaged and sent to Columbus and they have used Bay Village as a model. Mr. McAndrews keeps the torch going, keeps the interest and the passion for this very successful program.

Mr. Clark stated that this has been one of the great City/Schools partnership opportunities and it has stood the test of time. He thanked Mr. McAndrews for his work and presentation this evening.

Comprehensive Liability Insurance – Patrick Muscenti, McGowan Companies.

Mr. Clark stated that the City’s Comprehensive Liability Insurance renewal is due June 15. He introduced Mr. Patrick Muscenti of McGowan Companies to address the cost of the premium this year, which has come as a surprise to the City.

Mr. Patrick Muscenti stated that the increase in premium is approximately $18,000 annually. He stated that in the past year one of the biggest drivers was the addition, since June 15, 2018, of a new ambulance, a Ford Taurus, a Grand Caravan, two Internationals, three Ford trucks, and two Ford Explorers. There was an auto physical damage increase of over $500,000 for vehicles on the road.

Mr. Winzig asked if these were replacement vehicles. Mr. Muscenti stated that many were replacement vehicles. When a vehicle is replaced, a higher value is insured for the newer vehicle.

Mr. Muscenti stated that another factor is the liability factor and that is driven predominately by the projected budget and the funds. This year there was a grand total of all funds (Ordinance No. 19-13 adopted March 4, 2019) of $34 million. Last year it was $28 million, which represents a 22% increase in 2019. Mrs. Mahoney noted that a major part of the increase is Capital projects.

Mr. Winzig asked if those numbers were offset by grant dollars. Mr. Muscenti stated that the City is putting to use the grant funds. Mayor Koomar stated that grant money received may not be active until the improvement is actually implemented.

Mr. Muscenti stated that the underwriters look at the General Fund revenues which were up an estimated 9.01%, expenditures up 2.79%, and total resources up 11.12%, smaller rating factors for employment practices, and total number of employees which has increased 3%. As far as city services, the number of firefighters has increased 3.93%, and police 1.74%.
Mr. Clark asked how claim experience factors into the premium. Mr. Muscenti stated that historically the premiums with the City have been much higher due to the large fire some years back. The premiums peaked at about $270,000 annually and have gradually been decreasing. This past year the premium was $138,000. This year the carrier has incorporated a rate lock if the loss ratio is below a certain threshold. In the past eleven months, since last June 15, 2018, McGowan paid out $110,000 with the City peaking above that loss ratio threshold that guarantees the rate lock. This year, the actual insurance rate is up 1%, because of more vehicle values, and the 22% fund increase. Mr. Muscenti noted that if a vehicle is added during the year it is not charged. They take the vehicles that are listed at the time of renewal. He noted that Mrs. Mahoney always lets them know when a vehicle is added, however.

Mr. Barbour asked if it is when the claim is paid or when there is an occurrence that the City gets credited as far as the loss ratio. Mr. Muscenti will check with the carrier.

Mr. Tadych asked if this year’s claim history is greater than prior years. Mr. Muscenti stated that historically for the past five years they have had very good claims experience with the City. In the past year there was one significant claim and another that is still outstanding. There has been no significant change historically.

Mr. Clark stated that the ordinance for the renewal of the insurance must be passed by June 15, 2019. The ordinance will be placed on first reading this evening, with adoption considered at the June 10 meeting. He thanked Mr. Muscenti for the information he presented this evening.

Mr. Clark noted that we should not lose sight of the fact that the City is in a better insurance situation now than five years ago. It is the desire to keep the rate increase as minimal as possible in the coming year. Mr. Mace commented that the fleet replacements over the past five years are not any different than what has been done in the past. Mr. Clark stated that it just means that the dollar value of some of the new assets acquired has increased.

An audience member asked how the insurance covers the liability of people in public buildings. If a volunteer supervises the use of a City building by an activity group, would there be coverage in place.

Mr. Muscenti stated that it would depend on the circumstances. The audience member asked if a City employee would have to be on the premises with a group in a City building to have coverage.

Mayor Koomar explained that a policy was instituted that countered the past practices where the key might have been turned over to a group with no supervision. That policy was streamlined to make sure someone on staff is present to supervise the use and secure the building when the activity is finished.

Mr. Muscenti stated that speaking to the insurance portion if someone is given a key it does not void insurance. Some cities do have a policy that someone from staff must be in the building with residents and residents cannot be in the building unsupervised. The City policy matter is separate.
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Mrs. Mahoney requested an addition to the policy for cyber security insurance. Mr. Muscenti stated that the City of Atlanta received a ransomware, meaning that their computer systems were locked down for the entire City. The cyber terrorists wanted $35,000. It ended up costing Atlanta over $20 million because they did not pay. Mayor Koomar noted that the May 5 episode of the program *Sixty Minutes* is an overview on ransomware.

Mr. Muscenti stated that they are also seeing these types of attacks with smaller cities. Cyber insurance covers first party, which is the City’s system, any income lost by the City, the cost of a forensic team hired to determine what is happening, any type of ransomware, a Cyber response team, and a 24/7 hot line with a 1-800 number. Third party coverage would protect any outside third party data. The carrier is able to handle any breach of private party information.

Mrs. Mahoney suggested $500,000 coverage at a cost of $2,531. Mr. Clark suggested purchasing larger coverage. Mr. Barbour noted that the City could have significant problems and expense with the data breach aspect. Mr. Clark stated that he would suggest purchasing the $2 million in coverage and revisiting it next year. Mr. Tadych expressed agreement with the larger number.

Ms. Maier asked if there is an exclusion in the policy if an employee opens the door to a breach. Mr. Barbour stated that there are many exclusions in all insurance policies, but he does not have an answer to that specific question. Mr. Muscenti stated that there would not be an exclusion if an employee opened the door to a breach by clicking on a link sent by email.

Mr. Barbour commented these policies include indemnity and expense. If a forensic firm has to be hired, their fees come out of the limit as well.

Mrs. Stainbrook stated that there is training that can be purchased for employees where they will send out emails to see who clicks on that type of email, and if so, the employees are retrained, and retrained as often as necessary.

Mr. Barbour noted that all employees and public officials should use their City of Bay Village email address when conducting City business.

Mayor Koomar noted that the security of the system needs to be balanced out to provide good security while being able to communicate with the public.

An audience member asked if the coverage is per incident and capped for the year. Mr. Muscenti stated that it is per incident and is also capped.

Mr. Clark stated that adding the full amount of coverage is a wise choice. The ordinance for the policy renewal will be placed on first reading this evening and amended by reading later to include the cyber security coverage.

**Capital Projects Update.**
Director of Public Service and Properties Liskovec and Engineer Don Bierut reviewed the Capital Projects of the City as follows:

Pavement Maintenance Program – Contractor is behind schedule due to the rainy weather. Ancillary items associated with the program have been completed. A scheduled date is being awaited for the top coat. Curb cuts are complete. The subcontractor for Chagrin Valley brought in a very large crew of people who completed their work very quickly. Mrs. Stainbrook noted that their employees were very accommodating and helpful.

Crack Seal Program – A preconstruction meeting is scheduled for June 4, 2019 with the contractor.

Sunset Improvements – The utility portion and the paving portion will be let out for bids at the same time but the paving portion will begin after the utility portion. Bids will be presented at a Special Meeting of Council to be held July 8, 2019.

Ashton Lane Bridge Replacement – Survey work began last week for design of the structure. Ashton Lane Bridge Replacement is scheduled for 2021.

Columbia Road Culvert – A start date of June 17 has been established, with a date for road closure waiting to be received.

Lakeside Cemetery – Geo-technical work will be in process and is included in the 2019 Budget. Survey work to determine property lines is underway.

Walker Road Park Retention Basin Expansion – This project has been tabled until 2020.

Bradley Park Playground – NatureWorks Grant application has been submitted.

CMAG 22 Grant – Permission to advertise for bids for two crosswalks is included in the Council meeting agenda this evening.

Trail under the Lake Road Bridge – This project will begin as the Lake Road Bridge Project nears completion.

Reese Park Tennis Court – Permission to advertise for bids will be placed on the agenda for the Council meeting of June 10, 2019. A slight adjustment may need to be made on the appropriation if the bids should come in higher than expected. A grant of $50,000 has been received for this project.

LED Sign Upgrade – This upgrade is being worked on by the Service Department as time and scheduling permits.

Emergency Fire Storage Building – The design process has begun with Sixmo Architects.
Dwyer Memorial Center Interior Improvements – These are contingent on completing outdoor projects.

Rose Hill Museum Slope Stabilization – Only one bid was received after four weeks of bidding which exceeded the engineer’s estimate by almost $300,000. Mr. Bierut spoke with the soil expert and the structural engineer about ways to approach the project. A design-build process may be the solution and part of that process would be to define the budget. A contractor will help to define that process as well as the cost estimate which will be used to advertise for bids. The goal is to use State Capital money for which another round is coming forth in September. The Cahoon Basin area will have to be dry for the equipment to work in that area.

Mr. Clark asked if the historical significance of the building puts the City in a better position for State Capital funding. Mayor Koomar stated that $65,000 was received in the last cycle through Representative Greenspan. The goal now is to be sure it is spent wisely and move the project forward.

Mr. Bierut noted the difficulty of getting a large rig in the area to fix the problem, due to the nature of the property.

Russell/Bruce/Douglas Area – Mayor Koomar noted the Environmental Protection Agency order outstanding. Chagrin Valley Engineering is working on this project.

Transfer Station at the Service Garage – Work will begin on the project in the near future.

Cahoon Multi-Purpose Facility – Sixmo Architects are working on the development of this facility.

Mr. Clark referred to the document with the information reviewed by Mr. Liskovec, noting that he would like this to be a working document with estimated and final costs to be used as a guide moving forward.

Ms. Maier suggested that the grant chart created by Kathryn Kerber, Project Manager be tied together with the document provided by Mr. Liskovec to provide the information in one document.

Fence Ordinance Discussion.

Mr. Clark advised that two ordinance options have been provided to Council.

Mr. Mace stated that the first option includes a five foot high, 75% open transparency fence allowance for rear and side yards. Section 1163.05 (h) Privacy Screen states that the total length of the screen shall not exceed 32 feet. Option two leaves the rear and side yards untouched as far as changing the height in fencing, keeping the fence height regulation at four feet, and changes the Privacy Screen to a total length of 32 feet.
Mrs. Stainbrook stated that the ordinance states that in addition to the Privacy Screen length of 32 feet, the ordinance states that the fence may have a transitional section. Mr. Mace stated that this would be an eight foot section that goes from six feet to the four feet height in a decreasing nature or scalloped, and does not count for the 32 feet total length.

Mr. Stainbrook asked if the words “a transitional section” means only one transitional section, or would the ordinance have to say “may have transitional sections” or “two transitional sections.” The transitional sections may not exceed eight feet in length for each section, or a total of sixteen feet in length for both. Mr. Barbour noted that it is not unusual for the Board of Zoning Appeals to grant variances for transitional sections.

Mr. Clark stated that it is the desire of Council to have the regulations voted on before Council recess. It is necessary for Council to decide if Option 1 or Option II should be placed on first reading this evening.

An audience member asked if a gate is included. He was informed that a gate is included in the 32 foot section.

Mary Slaman, resident, stated that her concern is that 48 feet is the whole length of her sideyard. She suggested keeping the 10% perimeter limitation in the ordinance because of small back yards.

Mr. Clark stated that a lot of time and effort has been put into this ordinance, and it is a very emotional item on both sides of the issue. We run the risk of a change being voted down and the regulations remaining the same as they are now. Mr. Mace stated that if it is voted down it may be more liberal than it exists now, in some interpretations.

Mr. Clark stated that the intent is to give some enforcement privileges to the Building Director.

Ms. Maier stated that an ordinance change could affect many people in the City, possibly every yard. We have heard very passionate opinions on both sides, and there may not be enough to make a change. There have been many Board of Zoning Appeals cases regarding the privacy section, and defining that would make sense.

Mary Slaman stated that if she has a neighbor that puts up 48 feet of fence she would not be able to see the car on the neighboring street. She questioned the allowance of the transitional sections.

Mrs. Stainbrook stated that she would be in favor of making the transitional sections four feet in length for a total of eight feet for both sides. Building Director Tuck-Macalla stated that the eight foot transitional section makes sense because most fences come in eight foot lengths. A transition piece would be custom, but regardless of that fences are being worked in eight foot sections. It would be more appropriate to have eight foot sections to go from one height to another.
Mr. Clark stated he would be in favor of placing Option 1 on first reading this evening to validate the work that many people, including the committee members, have put into this ordinance. Option 1 is to change the regulation to five feet height, 75% open fence.

Mr. Mace stated that Option 1 should be submitted for vote by the Committee of the Whole. He noted that those residents who have an existing four feet high fence could add a one foot section to create a five foot high fence. The thought is to allow the top section above the four feet to be open for transparency.

Mr. Clark stated that if this does get voted down by Council, there may be additional work after Council recess for revisions.

Mr. Winzig stated that the people he has spoken to in his ward like the current fence regulations and do not see the need for change. Many have been open to five foot, six foot high fences, but the bulk of the people like the current openness. Mr. Winzig suggested Option II be placed on first reading. Mr. Tadych agreed.

Ms. DeGeorge reminded Council that four foot high fences do not have to be 75% open. Ms. DeGeorge stated that she thought that Option I was a compromise. The question to the committee was the height; that is what got us here.

Mrs. Stainbrook stated that she is in favor of Option II.

Ms. Maier stated that she is in favor of Option II.

Mr. Tadych stated that he is in favor of Option II.

Mr. Clark stated that Option II will be placed on first reading this evening.

Mr. Dennis Driscoll, resident, asked if comments will be permitted at the Regular Meeting of Council to follow this meeting. Mr. Clark stated that comments will be permitted.

Council Salaries Discussion.

Mr. Clark stated that he brought this up because the current ordinance is scheduled to sunset at the end of this year. Information has been gathered from other communities as to their Council compensation, which has been provided to the members of Council. A new ordinance must be in place 75 days prior to the November election, as mandated by City Charter Section 2.5. That date is August 22, 2019. It is hoped to have discussion and vote on this ordinance before Council recess. The concept of increasing 5% each year was discussed, as well as he thought of just setting it at a higher amount and leaving it at that, as other cities do as well. But, at the same time talking about where Bay Council compensation is relative to some of the adjacent cities in the west shore, and trying to stay in line with mid-points, as the Council has established for pay grades and levels with the administration.

Mr. Clark opened the discussion to the Council members.
Mr. Greg Baeppler, resident, stated that relative to the Council salaries he has been dealing with the Parma City Council and the Cleveland City Council, and was a Cleveland Policeman for 31 years as well as Safety Director in the City of Parma for 12 years. He saw these Council compensation figures when he reviewed the minutes of the last meeting. He stated that he was astounded at how little the Council people are paid in Bay Village, compared to other cities. The commitment and the responsibility that is put in these elected officials should be commensurate with a higher level of compensation. The present compensation is insulting. We are lucky to have the excellent people we have. At a certain point it becomes counterproductive when you are the lowest person on the totem pole. Every Monday night, and weekend calls; I have never heard anyone say that Council is overpaid. That echoes all the way through the City, whether it is the police or fire, none are overpaid at all.

Mr. Baeppler noted that he attend this evening to make sure the Lake Road fence extension had been removed, and it had. He thanked Council for that accommodation.

Mr. Clark noted that an increase will affect six of the seven Council members. Mrs. Stainbrook’s compensation is locked in until the end of her term, due to the way the City Charter reads. This was also problematic for Councilman-at-large Marty Mace this last time because of the way the terms are staggered.

Mr. Winzig suggested adding two years, years 2022, and 2023, to the last Councilman-at-large position shown on the ordinance.

Mr. Clark deferred to Law Director Barbour. Mr. Barbour stated that the salary of Council cannot be raised during the course of the term. The years 2022 and 2023 would be a new term for the position. Mr. Winzig recommended adding the years 2022 and 2023 compensation for the Council-at-large position as shown on the ordinance. Mr. Clark agreed.

Mr. Winzig stated that the calculations of this recommendation fits with the lead that Council received from the City on the idea of finding a midpoint of salaries of positions in different cities. Finance Director Mahoney and Human Resource Director Demaline did research to find what other cities pay their employees and trying to find that midpoint. The suggested Council compensation puts Bay Village Council at the lower midpoint level of surrounding communities.

Mrs. Stainbrook referred to an email she sent to the Council stating that the average of Council salaries of the cities that were considered is $12,900. The trimmed mean (dropping the high and the low) is also $12,900. For Council President, the average is $14,515 and the trimmed mean is $14,008. The average differential between Council and Council President is 14% and the trimmed mean is 12.7%. Mrs. Stainbrook stated that she thinks using the trimmed mean is appropriate as the average is thrown off by cities with zero differential between Council and Council President, and Westlake, that has a 50% differential between positions. Currently, Bay Village has a 13% differential between positions, which is reasonable given the duties and responsibilities.
Mr. Clark stated that he suggested $12,000 as the salary for members of Council in Bay Village, only because the cities of Rocky River and Fairview Park are comparable in size and this is their rate of compensation for members of Council.

Mr. Tadych stated that by the time Bay Village Council ends up with their $12,000 per annum, the cities of Rocky River and Fairview Park will be higher.

Mrs. Stainbrook stated that if the compensation is set at $12,000, Bay Village will be falling behind. She suggested the possibility of building in an average increase of 2.5%.

Mr. Tadych stated that Mrs. Stainbrook’s comments are well understood at setting the compensation for Council members at $12,900, and the Council President at $13,900 or $14,000, while watching the other cities go forward. Mr. Tadych stated that he would not go any higher than $12,900 for the members of Council and for the President of Council $13,900.

Mr. Clark stated that he thinks it would be better to set it at a certain amount and let it stay there.

Ms. DeGeorge stated that she is still miffed about the fence thing, but does have a couple of points to make. We are talking about midpoints and comparisons of other cities. We speak for future Council and not just ourselves and we don’t want future Council to have to play catch up either. The money is there, but it is the public perception of what Council does to deserve that kind of money. There is a lot of misconception out there, and for the sake of the public we need to speak to that and not just percentages. Ms. DeGeorge stated that she appreciates Mr. Baeppler’s comments for recognizing that Council does a lot that the public sees, and Council also does a lot that the public does not see. Just because the Council salary is the most scrutinized doesn’t mean that their work isn’t worthy and deserving of a fair increase. It is a big jump and it is going to smack a lot of people in the face for sure, but that is what happens when we haven’t kept up with things through the years. This is an opportunity to set a better path for those that follow in our footsteps.

Mr. Clark commented that Council does not do their work for the pay; they do it to try to do the best for the City.

Ms. Maier stated that she is fine with increasing the salary. She does like the idea of indexing, building in an increase going forward, such as building in the 2.5% increase. Mr. Barbour noted that no legislative action can be taken during the course of a term. If legislation is adopted to change the amount, indexing might conflict with the Charter. Mrs. Mahoney stated that she would not advise putting a rate prior to passing on labor contracts. Mr. Barbour added that he would urge not to index.

Mr. Clark stated that one compromise would be to make the number $12,500 for the members of Council, with the Council members to determine the amount for the President of Council. Mr. Tadych suggested $13,500 for the President of Council. The ordinance will be placed on first reading this evening, and will be adjusted, if necessary, as the ordinance moves forward through readings. The years of 2022 and 2023 will be added to the Council-at-large term that is presently held by Mrs. Stainbrook.
Mr. Mace stated that he will stay with his recommendation of a 2.5% increase for Council to remain at the same rate increase the employees received.

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

*Submerged Land Lease. Craig and Laura Hartman, 27126 Lake Road.*

**Mr. Mace** advised that he has a submerged land lease request for Craig and Laura Hartman, 27126 Lake Road, for which he will introduce a resolution granting the lease at the Regular Meeting of Council to be held this evening.

**FINANCE & CLAIMS COMMITTEE-Tadych**

*Certification of Property Assessments to Cuyahoga County Auditor. (Grass Cutting, Tree Trimming or Removal, Sewer Rental and Refuse Collection, Sidewalk Repair).*

**Mr. Tadych** stated that four resolutions will be introduced this evening for first reading to certify unpaid property assessments to the Cuyahoga County Auditor. The resolutions will not be forwarded to the county until the second Monday of September. Mrs. Mahoney noted that the residents will have until the end of August to pay for the charges for services.

Mr. Tadych stated that the amount of $10 is added to the amounts owed as a fee in accordance to the Code Section of 521.11, Payment Fee for City Services, and Code Section 125.10. Under Section 125.10, the fee has been $10 for 57 years and 2 days. Under Code Section 521.11, the fee has been $10 since 2014. Mrs. Mahoney stated that for sidewalks, the fee is the prime rate at June 1, or $20, there is no extra fee for sewers and refuse. It is assumed that Council had determined that because each quarter a late fee is assessed. The county does add a 1% fee when receiving the assessment.

Mr. Tadych stated that at some point in the next few weeks he would like to review the fees. He would propose a $40 or $50 fee. He noted that taking down a tree is a significant charge for a resident. The sewer and refuse charge is not in the same category. These numbers should, and could be larger. Cutting grass for a season is also a larger number. Mr. Tadych would like to put this out for discussion at a later time.

Mrs. Mahoney stated that these certifications are only for the parcels that have not been paid. For example, for the last two years for grass cutting and cleaning there were 13 parcels for a total of about $4000.

**Amended Appropriation Ordinance Discussion.**

**Finance Director Mahoney** advised that she would like Council to be aware that she had only budgeted a 3% increase in the insurance costs, and the actual increase is 11%. An appropriation ordinance will be prepared for June 10, 2019 to address the additional cost, as well as repayment of an advance. Mr. Tadych noted that $2 million in cyber security coverage will be added to the
increased insurance premium with an amendment to the ordinance providing for the insurance contract on June 10, 2019.

**Summary of Bid Results for Note Issuance.**

**Finance Director Mahoney** reported the bid results for the note issuance that was held on May 22, 2019. Keybanc was the successful bidder, with a coupon rate of 2.5% with a premium paid resulting in a net interest rate of 1.8221%. Mr. Clark noted that the premium is extra money paid to help pay for bond counsel. Mrs. Mahoney stated that the premium stays in the Bond Retirement Fund and used for interest payment next year. Mr. Clark asked if there is a plan to invest the funds. Mrs. Mahoney stated that investment cannot be made at a rate higher than the note issuance. Mr. Clark stated that it can be invested if it is all spent in six months. Mrs. Mahoney stated that she will put the funds in Star Ohio.

Mr. Tadych will also request to move the Tax Budget Resolution to second reading at the Regular Meeting of Council this evening. He commented that there is no change in the Tax Budget and neither has there been a change in the Tax Budget for many years.

**PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier**

**Ms. Maier** reported that a meeting of the Planning, Zoning, Public Grounds and Buildings Committee will be held on Monday, June 10, 2019 at 6:30 p.m. Agenda items include vacant housing, and an update on the elimination of front-end parking.

**PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-Stainbrook**

Advertisement for bids for installation of two crosswalks: Lake Road and Cahoon Road, Lake Road and Columbia Road.

**Mrs. Stainbrook** will introduce a motion at the Regular Meeting of Council this evening to authorize the Director of Public Service and Properties to advertise for bids for the installation of crosswalks at Lake Road and Cahoon Road, and Lake Road and Columbia Road.

**RECREATION & PARKS IMPROVEMENT COMMITTEE- Winzig**

Advertisement for bids for the renovation of Reese Park tennis courts.

**Mr. Winzig** advised that a motion to advertise for bids for the renovation of the Reese Park tennis courts will be held until Monday, June 10, 2019 awaiting work by Director Liskovec and his team in preparation of the advertisement.

Ordinance No. 19-43, amending Codified Ordinance Chapter 539 to prohibit smoking in parks in Bay Village will be moved for adoption this evening at the Regular Meeting of Council.
Ms. DeGeorge asked about the placement of no smoking signs. Mr. Winzig stated that in discussion with Recreation Director Enovitch he has indicated that he has a number of primary locations in mind. Mr. Enovitch stated that the sign shop is aware of the ordinance and the size of the signs to be installed. They will begin with signs at the pool.

Ms. DeGeorge stated that a resident has reported a lot of smoking taking place around the basketball courts at Reese Park.

Mr. Winzig stated that the signs are being prepared at the City sign shop, with just the matter of final approval.

Mr. Tadych commented that the smoking prohibition in the parks will be in force for the July 4 festivities.

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-DeGeorge

Ms. DeGeorge had no further report this evening.

AUDIENCE

Mr. Dennis Driscoll, resident, stated that as he understands the discussion this evening Council will not even consider going above four feet in height for rear yard fences. Mr. Driscoll stated that he will talk to Law Director Barbour about the initiative process. He stated further than he cannot believe this; there were a lot of people at these meetings that were expressing concern. He stated he could live with the five feet, if some adjustment such as doing the four feet solid and adding a foot, as Mr. Mace suggested. There were a lot of comments, there was a poll that was taken by Secret Bay Village that was three to one in favor of some type of increase. As Mr. Paytosh had said, there should be a survey of some type. Maybe the City should take a survey. Mr. Driscoll stated that he will speak to Mr. Barbour about the initiative process.

Mr. Tim Doyle, resident stated that he is present this evening regarding trees. He has lived in Bay Village for 63 years, and on West Oakland for 30 years. The last eight to ten years he has seen many Oak trees being cut down, and it is getting to the point now that we call ourselves a tree city, but he can’t believe what he is seeing. The developers are coming in, and you would never have seen this in Bay Village sixty years ago, someone coming in, tearing a house down and building new. It has been happening in Bay Village the last ten years a lot. The developers are coming in and making it all house and forgetting about the trees. The new house being built on Lake Road, just east of Dover Center, west of Columbia on the north side, they cut all the Oak trees down. At Upland and Wolf, they built four houses on the corner, and cut all the Oak trees down. The lady across the street who is afraid the trees are going to fall on her house cut down three beautiful Oak trees. West Oakland is a street that you walk, a canopy and a half. Mr. Doyle stated that he cannot believe what is happening. He suggested the City think about requiring a permit to cut the trees down. Make them pay for the permit and use that money to go out and buy another Oak tree and plant it somewhere else in Bay. There are people that want these trees. Mr. Doyle named those neighbors on his street that cannot believe the woman on West Oakland cut the trees down. He stated that nowhere in Bay Village has a tree fallen that
killed anybody. These things don’t kill people, but by us taking the trees down it is going to kill us. These Oak trees are there for our beauty and for our protection. What happens is they buy a house and cut the tree down. It seems like the younger people are doing this and saying they want the sun. It is like painting my house pink. I have a right to do what I want to do with my property, but I don’t paint it pink because of the way it would look. They cut the trees down, then move away for some reason and the residents who stay look at the property with the trees cut down.

Mr. Clark stated that the Council does have the Tree Ordinance in front of them for discussion. They do need to take a look at it more closely, noting that there are limitations regarding what can and can’t be done regarding private property. He noted that Council is concerned about the tree canopy. It is one of the reasons Bay Village is such a beautiful community.

An audience member noted also about regulating the size of a home to the size of a lot. She stated that there are houses that literally take up 80% of some of the lots.

Mr. Tadych asked the Clerk of Council to send Mr. Doyle a copy of the Tree Ordinance. Mr. Clark suggested also sending the summary of the Tree Commission activities for the year 2018.

Mr. Tadych stated that he will start pushing for the Tree Ordinance to come before Council. He thought it would come up this evening, but it will come up on June 10, 2019. He noted that a big part is understanding the concept that trees will not be viable for people planting them; they will be viable for their children. The ordinance being proposed will help.

Fire Chief Lyons stated that twenty years ago, almost to the day, the Bay Village Emergency Squad responded to a family party where people were injured or killed due to a tree falling. Mr. Doyle stated that a branch fell, not the entire tree. Chief Lyons stated that he is in full accord with tree maintenance. There are instances where people have suffered.

There being no further discussion, the meeting adjourned at 9:22 p.m.
Memorandum of Understanding
School Resource Officer

This Agreement is made, this ______ day of ________________________, by and between the BAY VILLAGE CITY SCHOOL DISTRICT (hereinafter “School District”), and the CITY OF BAY VILLAGE (hereinafter “City”) as follows:

WITNESSETH:

WHEREAS, the City and School District desire to enter into an agreement for the hiring and use of a School Resource Officer (hereinafter “SRO”); and

WHEREAS, the School District and the City now desire to set forth in this Agreement (hereinafter “MOU” or “Agreement”) the specific terms and conditions of the services to be performed and provided by the SRO to be hired prior to the 2019-2020 school year.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

I. Purpose.

This MOU establishes and delineates the mission of the School Resource Officer Program, as a joint cooperative effort. Additionally, the MOU clarifies roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between police officers, school staff, and the students, promote a safe and positive learning environment and decrease the number of youth formally referred to the juvenile justice system.

II. Mission.

The mission of the SRO Program is to promote school safety by building a positive school climate in which everyone feels safe and students are supported to succeed. The SRO Program also seeks to reduce violent crime committed by and against youth in our community. The SRO Program accomplishes this mission by supporting safe, secure, and orderly learning environments for students, teachers and staff. The SRO will establish a trusting channel of communication with students, parents, and teachers and establish regular feedback opportunities. The role of the SRO is not to enforce school discipline or punish students. The SRO will serve as a positive role model to instill in students good moral standards, good judgment and discretion, respect for other students, and a sincere concern for the school community. The SRO will provide information on community resources available to students and parents. Goals and objectives are designed to develop and enhance rapport between youth, families, police officers, school administrators, and the community in order to promote overall student achievement and success.

III. Goals of the SRO Program.

SRO program goals include:

A. To ensure a safe learning environment for all children and adults who enter the building.
B. To prevent and reduce potential harm related to incidents of school violence.
C. To foster a positive school climate based on respect for all children and adults in the school.
D. To create partnerships with behavioral health and other care providers in the community for student and family referral.

This SRO program is unique to the community, based on input from the school administration, teachers, faculty, students, families and community members. The program is designed to fulfill three overall roles:
1) Law Enforcement
2) Fostering Positive School Climate /Crime Prevention
3) Education

**Law Enforcement Role** – The SRO is responsible for the majority of law enforcement activities occurring at the school during school hours but not general student discipline. Parents, students, teachers and other school personnel should bring complaints about student misbehavior to the school principal and/or designee, rather than the SRO.

While the enforcement is the role of the SRO, alternatives to arrest should be used whenever possible, and arrest of students should be a measure of last resort. The SROs discretion to act remains the same as that of any other police officer.

**Fostering Positive School Climate /Crime Prevention** – One of the primary roles the SRO fulfills is fostering a positive school climate through relationship-building and crime prevention. The SRO will engage in various activities, in consultation with school administration, teachers, and students, and should strive to build a school culture of open communication and trust between and among students and adults by focusing on officers getting to know students at the school, serving as a role model, and working with teachers and administrators to identify students who may be facing challenges and need additional resources or attention to be successful in school. Crime prevention activities include foot patrols, monitoring previous crime locations, speaking to teachers about reducing the opportunity for crimes to occur, analyzing possible crime patterns, investigating crimes, and patrolling the parking lots. The SRO may also complete security surveys analyzing the physical safety of school property and facilities.

**Education** – The SRO should participate in the school community by becoming a member of the educational team where appropriate, and by representing the law enforcement community to build positive relationships with youth, their families, and school staff.

Whether talking to students in the hallway or delivering a presentation in the classroom, the SRO is embedded in the education fabric within the school. The SRO is expected to be proactive in creating and taking advantage of educational situations, and school administrators are encouraged to leverage this resource.

**IV. Cost of the SRO Program.**

A. The cost of the SRO Program shall be paid by the parties as set forth in Exhibit A, which is attached hereto and incorporated herein by this reference.

**V. Organizational Structure.**

A. Composition. The SRO Program will consist of part-time Bay Village Police Department personnel that are certified Peace Officers for the State of Ohio and meet all requirements as set forth by the Bay Village Police Department and by applicable laws including Ohio Revised Code 3313.951. The SRO shall be an employee of the City of Bay Village and shall be subject to all policies and procedures of the City of Bay Village, the Bay Village Police Department, and the policies and procedures of the School District. While it is understood that the SRO is a City employee under the control of the Police Department, the School District will provide input to the Police Department regarding any performance or accountability issues that arise with the SRO and will be informed by the Police Department of any such issues that arise with the SRO’s performance with the Police Department. Any issues with the SRO or the SRO program shall be resolved through mutual cooperation between the Superintendent and the Chief of Police.

B. Officer Recruitment & Selection. The selection process of the SRO shall be performed by the Bay Village Police Department in consultation with the School District and the ultimate appointment process shall be completed by the Bay Village Police Department.

General criteria for a SRO:
1. Experience as a police officer—SRO must have a minimum of five years’ experience as a police officer. The SRO shall have and maintain all required training, certifications and qualifications of the Bay Village Police Department.

2. Successful performance – The SRO should have proven performance as reflected by prior performance evaluations. Candidates should be free of significant disciplinary action. Complaints against the SRO shall follow the normal complaint process of the Bay Village Police Department and include notice to the appropriate school administrators. This process will be made known to parents and students through the School District’s Handbook.

3. College or degree coursework – The SRO is in an educational atmosphere and will be instructing in elementary/ middle/ high school classes. To increase credibility in this area a college education would be beneficial and preferred.

4. Commitment to community and youth well-being. Experience working with youth and an interest in student success, juvenile justice, child and adolescent development and psychology, and creating a positive school climate are essential. The SRO shall prioritize their role as a law enforcement officer, charged with providing for the safety of the students and staff.

C. Training Requirements. Prior to entering service as an SRO, the officer shall complete a minimum of 40 hours of initial training that satisfies the training requirements in Ohio Revised Code 3313.951 and that covers responsibilities or and limitations of the SRO, Ohio school laws, MOUs, child development, conflict resolution, developmentally informed de-escalation and crisis intervention techniques, working with youth in a school setting and integrating SRO into a positive school environment.

D. Employment of the School Resource Officer.

1. The SRO shall be an employee of the City and shall be subject to the administration, supervision and control of the City.

2. The SRO shall be subject to all personnel policies and practices of the City/Police Department except as such policies or practices may be modified by the terms and conditions of this Agreement.

3. The City, in its sole discretion, shall have the power and authority to hire, discharge, and discipline SRO.

4. In the performance of their duties, SRO shall coordinate and communicate with the principal or the principals’ designee of the school to which they are assigned.

VI. Daily Schedule and assignments.

A. SRO duty hours shall be determined by the Police Department working in cooperation with the School District. Whenever possible, it is the intent of the parties that the SRO’s duty hours shall conform to the school day.

B. It is understood and agreed that time spent by SROs attending municipal court, juvenile court, and/or criminal cases arising from and/or out of their employment as an SRO shall be considered as hours worked under this Agreement.

C. In the event of an emergency, if the SRO is ordered by the City to leave the school during normal duty hours as described above and perform other services for the City, then the time spent shall not be considered hours worked under this Agreement. In such an event, the compensation paid by the School District to the City shall be reduced by the number of hours of SRO service not provided to the School District or the hours shall be made up in a manner determined by mutual agreement of the parties.

D. In the event the SRO is absent from work, the SRO shall notify his or her supervisor in the City. The City will not be in a position to provide a substitute SRO.
VII. Term of Agreement.

This Agreement shall remain in effect for three years, commencing on ______, 2019 and terminating on ______, 2022. This agreement may be extended by mutual written agreement of the parties.

VIII. Duties of School Resource Officer.

The SRO’s duties will include, but not be limited to, the following:

A. The SRO is first and foremost a law enforcement officer.

B. To be an extension of the principal’s office for assignments consistent with this Agreement.

C. To be a visible, active law enforcement figure on campus dealing with law enforcement matters.

D. To act as the designee of the school administrator to provide a safe environment as to law enforcement matters. This includes building(s), grounds, parking lot(s), lockers and other public school property.

E. To provide a classroom resource for education using approved materials including lesson plans prepared by the SRO where applicable.

F. To be a resource for students which will enable them to be associated with a law enforcement figure in the students’ environment.

G. To be a resource for teachers, parents and students for conferences on an individual basis dealing with individual problems or questions, particularly in the area of substance control.

H. To make appearances before the School Board, City Council, student councils, parent groups and other such organizations, whether public or private, as a speaker on a variety of requested topics, particularly drug and alcohol abuse.

I. The SRO will not be involved in ordinary school discipline, unless it pertains to preventing a potential disruption and/or climate that places students at risk of harm. Disciplining students is a School District responsibility, and only when the principal and the SRO agree that the SRO’s assistance is needed to maintain a safe and proper school environment would the principal request SRO involvement.

J. If the principal believes that in a given situation or incident there is a law violation, the principal may request SRO involvement.

K. It will be the responsibility of the SRO to report all crimes originating on campus. Information on cases that are worked off-campus by the City or other agencies involving students on a campus served by the SRO will be provided to the SRO, but the SRO will not normally be actively involved in off-campus investigation(s).

L. The SRO will coordinate his/her actions with his/her supervisor for law enforcement cases.

M. All local law enforcement and state agencies requesting to conduct formal police interviews, interrogations, and arrests of any student should be referred to the SRO.

N. The SRO will be familiar with helpful community agencies, such as mental health clinics, drug treatment centers, etc., that offer assistance to dependency- and delinquency-prone youths and their families. The SRO will work closely and cooperatively with the Bay Family Services. Referrals will be made when necessary.

O. The SRO and the principal will develop plans and strategies to prevent and/or minimize dangerous situations which might result in student unrest.
P. The SRO will coordinate all of his/her activities with the principal and staff members concerned and will seek permission, guidance, and advice prior to enacting any programs within the school.

Q. The SRO will provide community-wide crime prevention presentations.

R. The SRO will wear the department issued uniform and the required authorized equipment in accordance with department policy.

IX. **Transporting Students.**

A. The SRO shall not transport students in City vehicles except when the students are victims of a crime, under arrest, or some other emergency circumstances exist.

B. Students shall not be transported to any location unless it is determined that the student’s parent, guardian or custodian is at the destination to which the student is being transported. The SRO shall not transport students in their personal vehicles.

C. The SRO shall notify school personnel upon removing a student from campus.

X. **Sharing of Information.**

Communication and information sharing is essential to the success of the SRO program. The following procedures should be followed to facilitate a free flow of information between school officials and the SRO:

A. Sharing of information will be governed by the Ohio Revised Code, the Ohio Administrative Code, Ohio’s Public Records Law, and relevant Bay Village Police Department and School District policies.

B. The sharing of arrest related information by the SRO with school administration upon request or at the direction of the SRO will involve the dissemination of arrest reports and calls for service filed with the Bay Village Police Department or from other law enforcement agencies coming into contact with students from School District.

C. Juvenile fingerprints and photos as part of the arrest record will not be shared by the SRO.

D. If the SRO is aware of information on a student that is officially obtained by the Bay Village Police Department, which reflects that the student is in violation of school policies (Student Handbook or Athletic Code), the SRO may forward that information to school administration.

E. If a juvenile is an uncharged suspect in a crime, his/her information will not be released unless authorized by the Chief of Police.

F. Information which the SRO obtains from school personnel which deals with criminal or possible criminal intelligence will be maintained by the SRO as a criminal justice file. This file may be shared with other law enforcement agencies, but will not be part of the student’s school record.

G. Hearsay information or rumors will alone not be the basis for any formal action by Bay Village Police Department. It can be used in an intelligence capacity or to validate the need for further investigation.

H. Any information that is obtained by the SRO that pertains to criminal activity occurring outside the City of Bay Village shall be relayed to the police department of jurisdiction.

I. When any felony occurs or any crime that prompts a Public Information Officer response from the School District or the City or if a school building is evacuated, the SRO shall contact his immediate supervisor as soon as possible.
J. The SRO shall have access to any public records maintained by the school to the extent allowed by law. Law enforcement officials may need confidential information in emergency situations based on the seriousness of the threat to someone’s health or safety, time sensitivity, and the direct relationship of the information to the emergency.

K. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies, and applicable laws.

XI. **Role in Responding to Criminal Activity.**

One of the roles of the SRO, as a law enforcement officer is to engage in traditional criminal investigation and report taking. As a police officer, the SRO has the authority to issue warnings, make arrests and use alternatives to arrest at their discretion. The SRO should perform his/her duties mindful of the parties’ common goal of supporting student success. The following procedures will help the SRO be as effective as possible in this role:

A. School staff will contact the SRO to inform them of all violent or other criminal activity that creates a safety risk that occurs on the school campus. The SRO and school officials shall discuss and agree in writing on what levels of violent activity would prompt school officials to notify the SRO. This information will be conveyed to all school staff. In turn, the SRO will inform school administration of all criminal activity they observe on the school campus.

B. For any offense on school property, the SRO, working cooperatively with the school administration, will endeavor to avoid arrest and criminal involvement for misdemeanor activity. Certain offenses (felonies), such as sex offenses, weapons offenses, and any offenses of violence, will normally require the filing of charges in consultation with school officials, but should be evaluated on a case-by-case basis. The SRO’s powers to arrest will be governed by the Ohio Revised Code.

C. The SRO and school officials shall put into place plans, such as de-escalation techniques, conflict resolution and restorative justice practices, to serve as an alternative to arrest, which will be distributed to school staff.

XII. **Role in School Policy Violations.**

The SRO is not a school disciplinarian and violations of the student code of conduct or schools rules that are not criminal matters should always be handled by school faculty and staff, not the SRO. The SRO should not directly intervene unless the situation directly affects an imminent threat to the health, safety, and security of the student or another person in the school and will employ de-escalation techniques as appropriate. School discipline is the responsibility of the appropriate school administrator and clear guidelines on SRO involvement should be developed and distributed to school staff. The SRO, as a staff member, will report school policy violations through the proper channels to be handled by school administration. It is the responsibility of the SRO to become familiar with the Student Handbook or Student Code of Conduct, but it is not the responsibility of the SRO to enforce the rules in these documents.

XIII. **Data Collection.**

The SRO will submit a monthly activity report to the Superintendent, building principals, and the Chief of Police or his/her designee. The report should include descriptions of all activities engaged in by the SRO, including teaching of State of Ohio approved education/prevention classes, meetings, presentations, incidents or calls for service, names of students and/or staff involved, student searches, arrests, citations and/or summons issued, and other referrals to the juvenile justice system.
XIV. **Role in Locker, Vehicle, Personal, and Other Searches.**

The SRO may participate in a search of a student’s person, possessions, locker, or vehicle only where there is probable cause to believe that the search will turn up evidence that the student has committed or is committing a criminal offense or delinquent act and the search is reasonable in its scope. The SRO will not ask a school employee to conduct a search for law enforcement purposes.

Unless there is a serious and immediate threat to student, teacher, or school safety, the Superintendent of Schools in concert with the building principals shall have final authority in the building.

The SRO may perform searches independent of the school administration only during emergency situations and where criminal activity is suspected.

A. Strip searches of students by the SRO are prohibited.

B. Unless there is a serious and immediate threat to a student, a teacher, or public safety, the SRO shall not initiate or participate in other physically invasive searches of a student.

XV. **Limits on Interrogations and Arrests.**

A. **Interrogations** – The SRO may participate in the questioning of a student about conduct that could result in criminal charges only after informing the student of his or her Miranda rights in age-appropriate language and informing the student’s parent(s) or guardian(s). Parents/guardians should be allowed sufficient time to arrive at school to be present for interrogation.

B. **Arrests** – Incidents involving public order offenses, including disorderly conduct, profanity, and fighting that do not involve serious physical injury or a weapon, should be considered school discipline issues to be handled by school officials rather than criminal law issues warranting formal law enforcement intervention.

1. Building principals and the Superintendent or his/her designee shall be consulted prior to an arrest of a student when practical.
2. The student’s parent(s) or guardian(s) shall be notified of his or her arrest immediately or as soon as practical and in a timely manner.
3. Unless there is a serious and immediate threat to student, teacher, or public safety, the SRO shall not use physical force or restraints on students. All use of force must conform with the law and the policies of the Bay Village Police Department.

XVI. **Role in Critical Incidents.**

The SRO will be familiar with the emergency operations manual of the School District. During critical incidents occurring when the SRO is present, the SRO will normally act as a liaison between school administration, police personnel, and other emergency resources if practical.

XVII. **Role in Truancy Issues.**

Truancy will be handled by school personnel. The SRO will not take an active role in the tracking of truants. The SRO will act as a liaison between the school and police personnel should police involvement become necessary due to safety concerns.

XVIII. **School District Responsibilities.**

The School District shall provide the SRO and any SRO supervisor the following materials and facilities, which are deemed necessary to the performance of the SRO’s duties:
A. Access to a properly lighted private office, which shall contain a telephone, a secure computer and printer, which may be used for general business purposes.

B. A location for files and records which can be properly locked and secured.

C. A desk with drawers, chair, work table, filing cabinet, and office supplies.

D. The opportunity for the SRO to address teachers, school administrators and student families about the SRO program, goals, and objectives.

E. The opportunity to provide counseling to students, and to provide input regarding criminal justice problems relating to students.

F. The opportunity to address teachers and school administrators about criminal justice problems relating to students during in-service workdays.

G. The opportunity to provide instruction to the students of curriculum from State of Ohio approved prevention/education programs.


I. The SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies and laws.

J. School staff designee for referrals for counseling and other school-based and/or community based supportive services for students and families.

K. Encourage attendance for secondary Assistant Principals at NASRO Basic SRO training.

L. Provide training to teachers, administrators, staff and SRO about when to directly involve SRO with student misconduct and about available alternatives to arrest.

XIX. **Crisis Planning.**

Bay Village City School District and the City of Bay Village Police and Fire Departments will coordinate Crisis Planning and training. Each entity will be involved in updates and creation of new Crisis Plans. Consistency throughout the School District should be adhered to.

Lock down drills shall be included as part of the District’s preparedness plan. The Bay Village Police Department shall be included in the creation of lock down procedures so that first responders are familiar with procedures. The SRO shall participate in the evaluation of lock down drills whenever practical. The SRO should also consult on crisis plans, including providing proposed updates to school crisis plans based on the SRO’s experience and training.

XX. **Reviewing the MOU and SRO Program.**

Both the School District and the City will be involved in the evaluation process of the SRO program.

The assigned parties shall review the MOU/SRO Program annually and make adjustments as needed. Any revisions will be reflected in an updated MOU.
XXI. **Problem Resolution.**

Any difficulties or questions will be resolved by negotiation between the Superintendent of the Bay Village School District and the Chief of Police of the Bay Village Police Department or their designees.

XXII. **Miscellaneous.**

A. **Insurance:** The parties agree that in order to protect themselves, they shall maintain and keep in full force and effect, general liability insurance and in addition, the City of Bay Village shall maintain automobile liability and police professional liability insurance that will fully protect the parties against claims of any and all persons arising out of or resulting from the SRO Program. The limits shall not be less than one million dollars ($1,000,000.00) with respect to any one occurrence resulting in injury, death or property damage. The parties shall each name the other as an additional insured and certificates of insurance shall be exchanged between the parties.

B. **All SROs employed under this MOU will be subject to the criminal record and background check requirements applicable to Ohio school district employees as well as the criminal records and background check applicable to Bay Village Police Department Police Officers.**

C. **All SROs employed under this MOU understand and acknowledge that they are subject to the mandatory requirement to report all known or suspected child abuse as set forth in Ohio Revised Code §2151.421.**

D. **Entire Agreement:** This MOU constitutes the entire Agreement between the parties and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof. This MOU may only be modified as amended by mutual written agreement of the parties.

E. **Notice:** Any notices required pursuant to this Agreement, shall be made by U.S. Mail or electronic mail to the following:

<table>
<thead>
<tr>
<th>City of Bay Village</th>
<th>Bay Village City School District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chief Mark Spaetzel</td>
<td>Superintendent Jodie Hausmann</td>
</tr>
<tr>
<td>28000 Wolf Road</td>
<td>377 Dover Center Road</td>
</tr>
<tr>
<td>Bay Village, Ohio 44140</td>
<td>Bay Village, Ohio 44140</td>
</tr>
</tbody>
</table>

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first written above.

By: ________________
Jodie Hausmann
Superintendent, Bay Village City School District

By: ________________
Paul Koomar
Mayor, City of Bay Village

Mark Spaetzel
Chief of Police, City of Bay Village

Approved to Form: ________________
Mark E. Barbour
Law Director, City of Bay Village

Approved to Form: ________________
Christine T. Cossler
Legal Counsel, Bay Village City School District
I. **Salary and Benefits.**

A. The salary and benefits of the SRO shall be split between the School District, which shall be responsible for 70% of the salary and benefits, and the City which shall be responsible for 30% of the salary and benefits.

B. Any overtime requested by either entity shall be the responsibility of the requesting entity.

C. Upon receipt of the monthly invoice from the City, the School District shall remit payment for its share of the salary and benefits to the City.

D. Overtime incurred at the request of the School District shall be billed monthly.

E. The SRO shall be a regular part time employee of the City of Bay Village not to be regularly scheduled more than 29 hours per week for 48 weeks per calendar year.

F. The cost of any Worker’s Compensation Claim of Injury filed by the SRO shall be charged back to the School District if the claim occurs while the SRO is performing duties related to the School District. If the claim occurs during travel between the City and the School District, the parties will share the cost of the claim 70% charged to the School District and 30% charged to the City.

G. Cost of uniforms will be paid by the city and reimbursed 70% by the School District.

H. Training required to maintain Peace Officer certification and compliance with Bay Village Police requirements shall be the financial responsibility of the City. Training required or encouraged by the School District shall be the financial responsibility of the School District.

I. Any other costs and expenses attributable to the SRO not set forth herein shall be shared between the parties at the rate of 70% attributable to the School District and 30% to the City.

II. **Drug Use Prevention Grant.**

A. The City will apply for the Drug Use Prevention Grant (hereinafter “Grant”) annually or more frequently if required by the Grant application process. The City further agrees that if it fails to timely apply for the Grant (provided that the School District has timely met its obligations in Section B below) each year (or sooner if required by the Grant application process), the School District may terminate this MOU and its obligations under the MOU immediately and without penalty.

B. The School District shall be responsible for maintaining and providing all information and documentation necessary to apply for and administer said grant no later than two weeks prior to applicable deadline unless circumstances beyond the District’s control occur.

C. The School District shall provide the educational materials associated with the Grant funding.

D. Monies awarded through the grant shall be applied to the School District’s share of the SRO’s salary and benefits. The share of salaries and benefits of the City shall not exceed 50% after reduction of the School District’s share due to a grant award.
E. Should monies need to be returned from the Grant for any reason, the School District shall be responsible for the return of funds.
CITY OF BAY VILLAGE
AGENDA REQUEST
JUNE 5, 2019

OVERVIEW

1. Action Requested
   - Adjustments to the Annual Appropriation Ordinance

2. Previous Action
   Last amendment was 19-41 passed 5/13/19

3. Background/Justification for Current Action
   - Add $20,000 for Reese Park Tennis Court project to be appropriated from 494 Infrastructure Improvement to allow for change in scope from original capital appropriation. See Agenda request from Director Liskovec for more information.

   - Appropriate $128,808 advance repayment in relation to the Westcomm project. Grant monies were receipted and need to be repaid to General Fund from Emergency Paramedic Fund.

   - Correct Sewer Fund by decreasing Capital Improvement by $100,000. This is in relation to cancelling the Walker Road Park improvement project.

   - Increase appropriation in General Insurance (Fund 601) to allow for increase in liability and property and to add cyber coverage. Originally budgeted $142,670 but new total is $158,296; therefore need to add $15,628 to appropriation amount.

4. Financial Impact
   - Reese Park Tennis Courts appropriation will lower unencumbered balance in Fund 494 to $537,000.

   - Westcomm project was originally funded by transfer from General Fund. The grant funds have been received and now needs to be repaid thus increasing General Fund balance and lowering Emergency Paramedic.

   - No financial impact on the Sewer Fund.

   - Insurance will decrease the reserves in the General Insurance (Fund 601) to estimated $24,500.

5. Affected Parties
   Service Department

6. Implementation Plan
   Amend budgets as indicated after Council passage.
ORDINANCE NO.
INTRODUCED BY:

ORDINANCE
AMENDING PART 5 OF THE CODIFIED ORDINANCES OF
THE CITY OF BAY VILLAGE BY ENACTING CHAPTER 555 RELATING TO
LAKESIDE CEMETARY REGULATIONS AND DECLARING AN EMERGENCY

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

SECTION 1. That Part 5 of the Codified Ordinances of the City of Bay Village is hereby
amended by enacting new Chapter 555 which shall read as follows:

CHAPTER 555
Cemetery Regulations

555.01 Short title
555.02 Definitions
555.03 Cemetery property
555.04 Sanitation
555.05 Traffic
555.06 Behavior
555.07 Cemetery operating policy
555.08 Cemetery lots
555.09 Interment and burial
555.10 Removals or disinterments
555.11 Interment and disinterment fees
555.12 Enforcement
555.13 Trustees
555.14 Designation of historical area
555.99 Penalty

CROSS REFERENCES
Criminal mischief – see GEN. OFF. 541.04
Destruction of shrubs or trees – see GEN. OFF. 541.06

555.01 SHORT TITLE.
This chapter shall be known and may be cited as the “Bay Village ordinance regulating
operations and conduct in Lakeside Cemetery.”

555.02 DEFINITIONS.
For the purpose of this chapter, the following terms, phrases, words and their derivations
shall have the meanings given herein. When not inconsistent with the context, words used in the
present tense include the future, words in the plural number include the singular number and words
in the singular number include the plural number. The word “shall” is always mandatory and not
merely directory.

(a) “Ash Grave” means land where cremated remains in an urn are buried.
(b) “Burial” means disposition of human remains below ground, also called interment.
(c) “Casket” means a container manufactured of wood or metal designed for the
viewing of a body in the funeral home. The casket then acts as storage and
protection for the body during transportation and protection for the body during
transportation to the cemetery for interment.
(d) “Cemetery” means the parcel of land designated as Lakeside Cemetery in Bay Village.
(e) “City” means City of Bay Village.
(f) “Deed for Cemetery Lot” means the document by which the City conveys the sale of a lot described upon the plat of Lakeside Cemetery. A Deed for Cemetery Lot is also a Deed for Interment Rights.
(g) “Director” means Director of Public Service and Public Properties, which is the person immediately in charge of the cemetery and its operations.
(h) “Disinterment” means to remove a vault or urn from a grave site.
(i) “Foundation” means the base or footing on which a memorial is installed.
(j) “Grave Site” means a space of land reserved for the burial of an individual or where an individual is buried.
(k) “Interment” means to bury a vault below the surface of the ground in a grave space.
(l) “Interment Right” means the particular right to place the remains of a deceased person in a specific interment space within a cemetery, subject to the limitations set forth by the cemetery.
(m) “Inurnment” means to bury cremated remains in an urn below the surface of the ground, in an ash grave.
(n) “Lot” refers to the section in the Cemetery as described upon the plat of said Cemetery purchased for the purpose of interment rights.
(o) “Marker” means a flat memorial quarried from granite or cast in bronze and placed at ground level at the head or foot of a grave.
(p) “Memorial” means a monument, grave marker, or headstone identifying a grave or graves.
(q) “Opening and Closing” means digging and closing the grave for burial of a vault or urn.
(r) “Owner” means the person or persons to whom the City has conveyed interment right(s) or who hold such right(s) by inheritance.
(s) “Person” means any individual, firm, partnership, association, corporation, company, or organization of any kind.
(t) “Trustees” mean the Cahoon Memorial Park Trustees.
(u) “Urn” means a container for cremated remains. In Lakeside Cemetery, the urn must be of retrievable materials such as bronze, plastic or cultured marble.
(v) “Vault” means an outer container manufactured of concrete, fiberglass, or steel into which a casket is placed for burial. Its purpose is to prevent the ground from sinking after burial, as well as providing protection for the casket.
(w) “Vehicle” means any wheeled conveyance whether motor-powered or self-propelled. The term shall include any trailer in tow of any size, kind, or description. Exception is made for baby carriages and vehicles in the Service Department, Police Department or Fire Department.

555.03 CEMETERY PROPERTY.
No person shall:
(a) Disfigure and Removal. Willfully mark, deface, disfigure, tamper with or displace or remove any headstones, grave markers, benches, fences, flags, paving materials, signs, notice of placards, whether temporary or permanent, monuments,
stakes, posts or other boundary markers, or other structures or equipment facilities, grounds, graves, or cemetery property or appurtenances whatsoever, either real or personal.

(b) **Removal of Natural Resources.** Dig or remove any soil, rock, stones, trees, shrubs or plants, downed timber, or other wood or materials, or make any excavation by tool, equipment, blasting or other means or agency, without the prior written consent of the Director.

(c) **Erection of Structures.** Construct or erect any building or structure of whatever kind, whether permanent or temporary in character, or run or string any public service utility into, upon, or across such lands without the prior written consent of the Director.

(d) **Trees, Shrubbery, Lawns.** Damage, cut, carve, transplant or remove any tree or plant or injure the bark, or pick the flowers or seeds, of any tree or plant, or attach any rope, wire or other contrivance to any of tree or plant, or dig in or otherwise disturb the grass areas, or in any other way injure or impair the natural beauty or usefulness of any area, without prior written consent of the Director.

### 555.04 SANITATION.

No person in the cemetery shall:

(a) **Pollution of Waters.** Throw, discharge or otherwise place or cause to be placed in the waters of the lake, or any tributary stream, storm sewer or drain flowing into such waters, any substance, matter or thing, liquid or solid, which will or may result in the pollution of such waters.

(b) **Refuse and Trash.** Have brought into the cemetery or dump, deposit or leave in the cemetery any bottles, broken glass, ashes, paper, boxes, cans, dirt, rubbish, waste, garbage, refuse or other trash. No refuse or trash shall be placed in any waters in or contiguous to the cemetery, or left anywhere on the grounds thereof, but shall be placed in the proper receptacles where these are provided. Where receptacles are not so provided, all such rubbish or waste shall be carried away from the cemetery by the person responsible for its presence and properly disposed of elsewhere.

### 555.05 TRAFFIC.

No person in the cemetery shall:

(a) **State Motor Vehicle Laws Apply.** Fail to comply with all applicable provisions of the State and City motor vehicle traffic laws in regard to equipment and operation of vehicles, together with such regulations as are contained in this chapter and other ordinances.

(b) **Enforcement of Traffic Regulations.** Fail to obey all law enforcement officers and city employees, such persons being hereby authorized and instructed to direct traffic whenever and wherever needed in or out of the cemetery and on the street immediately adjacent thereto in accordance with the provisions of these regulations and such supplementary regulations as may be issued subsequently by the Director.

(c) **Obey Traffic Signs.** Fail to observe carefully all traffic signs indicating speed, direction, caution, stopping or parking, and all others posted for proper control and to safeguard life and property.
(d) **Speed of Vehicles.** Ride or drive a vehicle at a rate of speed exceeding five miles an hour through the cemetery unless otherwise posted by the Director.

(e) **Operation Confined to Roads.** Drive any vehicle on any area except the cemetery drive, or such other areas as may on occasion be specifically designated as temporary parking areas by the Director.

(f) **Parking**
   (1) **Designated Areas.** Park a vehicle in other than established or designated parking area which is on the side of the drive.
   (2) **Full-Parking.** Full-park on the drive at any time.
   (3) **Night Parking.** Leave a vehicle standing or parked after sunset without lights clearly visible on the cemetery drive.
   (4) **Emergency Procedure.** Fail to immediately notify the Police Department of an emergency in the nature of a breakdown requiring the assistance of a tow truck, mechanic or other person.

**555.06 BEHAVIOR.**

No person in the cemetery shall:

(a) **Intoxicating Beverages**
   (1) **Prohibition.** Bring intoxicating liquor, alcoholic beverages or beer into the cemetery nor shall any person have upon his person, in his possession or under his control, or buy or sell or drink, alcoholic beverages or beer at any time in the cemetery.
   (2) **Drunkenness.** Enter the cemetery or be in the cemetery under the influence of intoxicating liquor or beer.

(b) **Fireworks and Explosives.** Bring into the cemetery or have in his possession, or set off or otherwise cause to explode or discharge or burn, any firecracker, torpedo, rocket or other fireworks or explosive of inflammable material, or discharge them or throw them into any such area from land or a highway adjacent thereto. This section shall not apply to persons to whom the Fire chief has granted a permit for the discharge of fireworks pursuant to Section 549.11.

(c) **Domestic Animals.** Allow a dog or other domestic animal to run at large in the cemetery.

(d) **Fires.** Build or attempt to build a fire except in a fireplace provided for such purpose as may be designated by the Director. No person shall drop, throw or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or other inflammable material within the cemetery

(e) **Closed Areas.** Enter an area posted as “Closed to the Public,” nor shall any person use or abet the use of any area in violation of posted notices.

(f) **Remain in Cemetery After Closing Hours.** Enter, be in or remain in the cemetery after the designated closing hour of such cemetery.

**555.07 CEMETERY OPERATING POLICY.**

(a) **Hours.** Except for unusual and unforeseen emergencies, the cemetery shall be open to the public every day of the year during the hours between dawn and dusk. The Director may allow the cemetery to be open during the hours the cemetery is normally closed, for person or groups designated in advance by such Director.
555.08 CEMETERY LOTS.
(a) Sale of Lots. The availability of cemetery lots, cost, and sale shall be determined and approved by the Trustees.
(b) Deed for Cemetery Lot. A Deed for Cemetery Lot shall be issued by the Director of Law to each person(s) purchasing a lot.
(c) Fees. The Director of Finance shall deposit all funds collected from the sale of lots and interment fees into the Cahoon Memorial Park Income Fund for perpetual care of the cemetery as set forth in 540.14.
(d) Lots and interment rights cannot be transferred or sold to another person; however, the lot and interment rights do pass by inheritance. Lots may be transferred back to the City for the original purchase amount as approved by the Trustees.
(e) Memorials. All new and replacement memorials and their location must be submitted to, and approved by, the Director.
(f) Foundation. All memorials and markers shall be placed upon a foundation to be installed by the company providing such memorial or marker.
(g) Structures. No person shall install or have installed vases, permanent military markers, or any type of permanent structure without the prior written consent of the Director.
(h) Trees, Shrubbery, Plants and Flowers. No person shall plant or have planted trees, shrubbery, plants or flowers on any cemetery lot without the prior written consent of the Director.
(i) Wreaths, Cut Flowers, and Seasonal Items. Wreaths, cut flowers, flags, and seasonal items may be placed at any grave site for the period of time that the items remain healthy and in season. The Director may remove or have removed any items which are no longer applicable or need to be removed to complete mowing and maintenance.

555.09 INTERMENT AND BURIAL.
(a) Interments are not permitted on Sundays or New Years Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, or Christmas Day unless authorized by the Director.
(b) The person requesting the order for interment shall provide to the Director the Burial Certificate from Vital Statistician, the time of the funeral and expected time to enter the cemetery, complete pre-payment of interment costs, including cemetery lot costs, if not already paid.
(c) For burial, caskets must be placed in a vault provided by the owner. Urns do not need a vault, but must be made of retrievable materials such as bronze, plastic, or cultured marble. The vault company shall be responsible to lower the vault.
(d) The opening and closing shall be completed by the Director.
(e) Any existing lots in the cemetery made available for sale by the Trustees shall be designated for inurnment only.
(f) Should a disinterment occur at a gravesite in the cemetery, the Trustees shall determine the future availability of the lot and if the gravesite is eligible for an interment or only an inurnment.
(g) One gravesite designated for inurnment only may hold two urns. One gravesite designated for a full internment may hold one adult vault or one adult vault plus
one urn, or one adult vault plus one infant vault, or two urns, unless otherwise indicated in the deed for cemetery lot.

555.10 REMOVALS OR DISINTERMENTS.
(a) When remains are to be removed from the cemetery, or moved within the cemetery, a permit must be presented from the Board of Health, in accordance with the Statutes of Ohio governing the disinterment and removal of bodies.
(b) When remains are to be removed from a grave, written consent must first be received from the person who paid for the interment, the gravesite owner, or the next of kin of the deceased. If none of these can be obtained, an order from a court of competent jurisdiction may be substituted.

555.11 INTERMENT AND DISINTERMENT FEES.
(a) Opening and closing for an adult vault $900.00
(b) Opening and closing for an infant vault or urn $350.00

555.12 ENFORCEMENT.
(a) Officials. The Director, Service Department attendants and all other law enforcement officers shall, in connection with their duties imposed by law, diligently enforce the provisions of this chapter.
(b) Ejectment. The Director, and any Service Department attendant or Police Officer shall have the authority to eject from the cemetery any person acting in violation of this chapter.

555.13 TRUSTEES.
Nothing in this chapter shall be deemed to abrogate, restrict, modify, alter or change the rights, duties or obligations of the Cahoon Memorial Park Trustees as set forth in the Will of Ida Marie Cahoon dated June 16, 1917.

555.14 DESIGNATION OF HISTORICAL AREA.
Lakeside Cemetery is hereby designated as an historical area to be preserved, cared for, and protected as set for in the Will of Ida Marie Cahoon, dated June 16, 1917. More specifically, said area is described as permanent parcel 202-04-02, which is approximately half an acre made up from portions of Lot 93 and Lot 94 purchased by the Trustees of Dover.

555.99 PENALTY.
Whoever violates any provision of this chapter is guilty of a minor misdemeanor.

and present Part 5 is hereby repealed.

SECTION 2. That this Council finds and determines that all formal actions of this Council concerning and relating to the passage of this ordinance were taken in an open meeting of this Council, and that all deliberations of this Council and of any committee that resulted in those formal actions were in meetings open to the public in compliance with law.
SECTION 3. That this ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare, 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

__________________________
MAYOR

06.04.19 jt
June 6, 2019

City of Bay Village
350 Dover Center Road
Bay Village, Ohio 44140

Attention: Mayor Paul Koomar

Re: Columbia Road Culvert Construction Observer Services
Bay Village, Ohio

Dear Mayor Koomar:

Chagrin Valley Engineering, Ltd. (CVE) is pleased to provide the attached proposal to provide construction observation services for the Columbia Road Culvert project.

As noted in the attached the proposed fee for this project is $23,320.00.

Please note your acceptance of our proposal by signing below. Please provide a Purchase Order Number to our office at your earliest convenience.

Respectfully submitted,
Chagrin Valley Engineering, Ltd.

Donald Bierut, PE, Partner

Enclosures

Proposal Acceptance:

_________________________________________  ________________________
Paul Koomar                                      Date
**Scope of Services**
CVE will provide an on-site construction observer for the Columbia Road Culvert project. The construction observer will be on site for all construction activities.

The proposed fee is based on the following assumptions.

1. As per the schedule received from DiGioia-Suburban Excavating, LLC on May 24, 2019, work will commence on June 17, 2019 and be substantially complete on August 17, 2019.
2. The elapsed time above is a total of nine weeks. To account for possible unforeseen delays this proposal is based on a project work length of eleven weeks.
3. Shawn Monnolly of DiGioia-Suburban Excavating, LLC has confirmed that a normal work week will be 40 hours, comprised of 4 ten-hour days, Monday through Thursday. Friday will be used as a make-up day if inclement weather occurs during the week.
4. As per CVE’s contract with the City the hourly rate for a construction observer is $53.00. An hourly rate of $79.50 will be used for any hours worked over 40 hours per week.

**Proposed Fee**
Our proposed fee for the services outlined above is $23,320.00 and is based on an eleven week construction duration comprised of 40 hour weeks.
OVERVIEW

1. Action Requested
   Appropriation of additional totaling funds totaling $20,000 from fund 494 to renovate the existing tennis courts to create four (4) new pickle ball courts and one (1) tennis court at Reese Park.

2. Previous Action
   Project was initially estimated at $100,000 to complete for capital budgeting purposes. $50,000 was appropriated for the 2019 capital improvement budget along with a grant award of $50,000 from Cuyahoga County.

3. Background/Justification for Current Action
   During project development this spring, city staff corresponded with local contractors to determine full project parameters. As a result of these discussions, core samples of the existing pavement were taken to determine existing pavement thickness. It was determined that the original means and methods to mill and overlay 2 ½” of asphalt for the court would not be effective. This method would leave only 1 ½” of existing asphalt which is not sufficient to carry the load of the paving equipment and thus would crumble under such loads. Therefore, complete removal of the existing pavement needs to occur, which equates to the majority of the cost increase. In addition, fencing will also need to be installed to provide effective segregation between tennis and pickle ball.

4. Financial Impact
   Appropriation of $20,000

5. Implementation Plan
   Advertise for project bids

6. High-Level Timeline/Schedule
   Anticipated award of contract at the early July meeting with work to be completed by early October
Reese Park Tennis & Pickleball Court Layout

Scope of Work

- Mill and remove existing asphalt pavement
- Install 4" of new asphalt pavement
- Apply new Acrylic Playing Surface & Lines
- Furnish new netting and posts
- Provide (1) 36' x 78' Tennis Court
- Provide (4) 20' x 44' Pickleball Courts
- Provide 4’ high separation fencing
- Existing 10' high perimeter fence & gates to remain