AGENDA

Agenda, Bay Village City Council                                      Date:  June 24, 2019
Committee Meeting                                                      Time: 7:30 p.m.
Conference Room, Bay Village City Hall                                Dwight A. Clark, President of Council, Presiding

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6:00 p.m. Ebert Field Dedication Ceremony at Ebert Field, Dover Center Road.

ANNOUNCEMENTS

Mayor Koomar

Reappointment of Stewart Watterson to a four-year term to the Parks and Recreation Commission ending June 30, 2023.

COMMITTEE OF THE WHOLE

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Mace

Submerged Land Lease, 23528 Lake Road.

New Fire Apparatus.

FINANCE & CLAIMS COMMITTEE-Tadych

May 2019 Financial Statements of the City of Bay Village.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier

Enactment of Chapter 1375 relating to Vacant Buildings.

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-

Stainbrook

2019 Sidewalk Correction Program.

RECREATION & PARKS IMPROVEMENT COMMITTEE- Winzig

Removal of Prohibition of Smoking in City Parks from the Matters Pending before Council.

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-DeGeorge

Browning-Ferris Industries of Ohio, Inc., Correction to Contract Dates.

Purchase of Service Department Equipment:
   1) 2019 RAM 1500 Quad Cab 4x4 Pick-up truck (Truck No. 17)
   2) 2019 RAM 1500 Crew Cab 4x4 Pick-up truck (Truck No. 93).
MISCELLANEOUS

AUDIENCE

CAHOON MEMORIAL PARK TRUSTEES

Motion to approve Lakeside Cemetery regulations.
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, Community Services Director Selig, Recreation Director Enovitch, Building Director Tuck-Macalla.

AUDIENCE

Mary Slaman, Dennis Driscoll, Clare Banasiak.

ANNOUNCEMENTS

Ebert Field Plaque Dedication

Mayor Koomar stated that prior to the next Council meeting on June 24, 2019, there will be a dedication of the plaque for Ebert Field on Dover Center Road. The dedication will be at 6 p.m. and will be noted on the agenda of Council for June 24, 2019. Director of Public Service Liskovec advised of the type of stone used for the plaque. Mr. Clark asked that the announcement be included in the Mayor’s newsletter, and the City website for the benefit of the public.

9-1-1- System

The Mayor commented that the 9-1-1 system has been down recently. The county has advised that this has been due to an upgrade of their software by AT&T. This most recent event caused calls to be coming in from many other communities to the 871-1234 number for the Bay Village Police. Mayor Koomar will continue conversation about this matter with the county.

Finance Department

Mayor Koomar noted that as part of the Finance Department restructuring, Mr. Jim Milton was hired as a Finance Specialist. Mr. Milton was cross-trained this month to produce the monthly financial statements of the City. The Mayor complimented the work of Mr. Milton.

Zoning Updates

The Mayor advised that a County grant application has been submitted to assist in zoning
updates. A response to the grant application should be received by mid-July. The county has recommended that Bay Village reach out to other cities regarding their recent code updates.

Library Update

Mayor Koomar stated that there have been geo-technical soil studies at the new library site. When these are completed, updated site plans will be sent to the Cahoon Memorial Park Trustees to make sure the placement of the building makes sense. Aerial photographs were studied to be sure that there is not a buried landfill at the site. The Mayor did speak with Jessica Breslin, the Manager of the Bay Library Branch, noting that there is always a need for space for meetings. One of the things they want to do is to provide a gathering, or public meeting space in the evening. There is one large conference room that will hold 130 to 140 people, but there will be dividers to accommodate 65 to 70 people. There will be at least five work-study rooms for students and home based businesses. Three will accommodate at least four people and two of the five will hold at least five or six people, if not more. There will be ten rooms on the upper floor that can be used for various things. The teen area is a glass wall room. Children’s activities will be held a few nights of the week, but that room can also be opened for meetings as well. Mayor Koomar will reach out to the library board after this week’s work is done for an update. As the library moves forward, they will have hearings in front of the Planning Commission, hopefully sometime the end of July.

COMMITTEE OF THE WHOLE

Feasibility Options of Current Library.

Mayor Koomar advised that he has reviewed the feasibility options of the current library building with Public Improvements Committee Chair Nancy Stainbrook. They would like to lay out all options and be sure that consideration is being given to usage, operating costs, and capital costs with all comparables on the table. The Mayor displayed an analysis using information provided by the library a few years back when they decided whether they wanted to move forward with a new branch. Using some of the components in their study, Sixmo Architects did an assessment analysis from a high level on their criteria. Depending on how quickly the building may change could dictate how quickly some of the costs of redoing the plumbing, electrical, lighting, fire sprinkler system, and alarms might come into play. There are things now that don’t necessarily need to be addressed, but depending on how that use might change with new development would have a bearing on those costs.

Building Director Tuck-Macalla stated that those costs would come into play if the use would change and if the building would be used for a different use than for what it is being used for now. The restrooms might have to be changed to be ADA compliant.

The Mayor stated that there is probably an increase of $40,000 per year in the operating costs, so that is why he thinks it is imperative if the City uses the building and incurs those costs that all of the space is utilized or a way is found to share it with others. The Mayor will have the analysis updated and provided to Council during summer recess.
Mr. Winzig called attention to Item No. 12 which lists almost $500,000 for an upgrade to the lighting and fire systems. He stated that he is curious as to where that number came from.

The Mayor stated that the amount was a play off of what the library had done. Sixmo Architects thought that some of those numbers were probably on the high side. He noted that some of those numbers on the analysis might never come into play. The Mayor stated that he is looking at this more for the operating costs. Building Director Tuck-Macalla stated that a lot of these figures were created when the library was looking at the building as if it were new construction, with new tenants moving into the building and replacement of some of the outdated systems. If the City takes over the building, those replacement items can be spread out over time.

Mayor Koomar stated that he has tasked Director of Public Service Liskovec and Recreation Director Enovitch to look at options for relocating the Recreation Department. The Community House is wired for telephone and internet and will provide a good spot for the Recreation Department. One of the needs for the Recreation Department is space for equipment and meetings. Mr. Enovitch confirmed the need for leagues and staff for various seasonal activities. The use of the Community House for the Recreation Department would have a low cost impact on the City’s budget and allow the Dwyer Memorial Center to be kept open for their activities. A new location is being sought for the long-term rental on Sunday mornings at the Community House.

Liberty Development

Mr. Clark asked Mayor Koomar if it would be possible to have Liberty Development representative Dru Siley address Council at the next meeting. Mr. Clark noted that he continues to be questioned about activity at the site. Mayor Koomar stated that he will ask Mr. Siley if he would speak to Council, and noted that the plans will be coming back to the Planning Commission due to change in what was approved because of the impact of the Environmental Protection Agency requirements.

Mr. Tadych asked if it can be said without hesitation that Liberty Development owns the property, or is there a contract that might let them get out of owning the property. Mayor Koomar stated that he does not have details on the ownership. He does know there was some type of financial information concerning the connection with the owners of Bay Square Shopping Center. Mr. Barbour stated that the County website indicates that the shopping center area properties are listed under various, but similar, ownership names. It seems that the same entity owns all of the property. Mayor Koomar stated that in regard to the former Shell Station property where Liberty would develop he does not believe there has been any transfer of property.

Tree Ordinance

Mr. Clark stated that Council has been provided a copy of the proposed ordinance that was drafted by former Law Director Ebert when Mr. Ebert served as Acting Mayor. Mr. Clark noted that there is a Tree Commission meeting on Tuesday, June 11, at 7 p.m. in the conference room of City Hall. Mr. Clark had asked Council to take a look at possible suggestions on the
ordinance and submit comments. It is important also for Council to understand the position of the administration because we all agree that the tree canopy is a very important part of Bay Village. He asked for the administration’s comments about the standing of the ordinance at this time so it is not left to languish, noting that it will take time to get the ordinance done and to do the right thing.

Mayor Koomar stated that he asked the Law Department to start taking a look at the ordinance from a legal perspective, and provide Council with some feedback. Having that discussion is the first step, and next would be having the summer to look over any operational impacts. The focus is trying to get caught up on dead and diseased trees. He asked Mr. Barbour for his comments.

Law Director Barbour stated that he has been trying to find other tree ordinances that had the replacement requirement and equivalent aspects of the ordinance. He has not found one yet, but that does not mean they do not exist. He asked Mr. Tadych if there are any other Ohio communities that have that legislation.

Mr. Tadych stated that there are some. When the Tree Commission put this together, they collected ordinances from six different cities. There are other cities that are watching the City of Bay Village to see if our ordinance is adopted so that they can begin the same type of planning because they believe it to be important. Mr. Tadych stated that he can get the arborist from the state (Alan Stewart, State Forester, Ohio Department of Natural Resources, Division of Forestry, Region 5) to come and speak to Council if that would be something that would be needed. He is the person that does all the training for the different cities for arborists and trees. Mr. Polinski, Bay Village City Arborist and Mr. Tadych have gone to classes at their facility. Mr. Tadych would like to extend that invitation as part of the beginning of the study of the proposed ordinance. He has been assured by the arborist that it would be handled by him and maybe that is possible. Mr. Tadych asked Director of Public Service and Properties Liskovec if he has had any discussions with the arborist concerning this possibility.

Mr. Liskovec stated that they have had preliminary discussions. He noted that he has his own opinions on matters as they work through figuring out what this will mean long term.

Mayor Koomar stated that since some of this came from the Tree Commission, he wouldn’t mind seeing it referred to the Council Planning and Zoning Committee because it must come back through Council. Years ago there was historical building legislation that was drafted by a group. We want to put this through the same paces.

Mr. Tadych stated that there is no sense in sending it to another committee if the Law Department doesn’t think there isn’t any need to move forward. Mr. Tadych stated that he would hope that something could be done because it is important to the City.

Mayor Koomar stated that he likes the idea of the tree canopy. It is what makes Bay attractive. The Mayor noted that he always is fearful of going on private property and concerned as to where the property rights of a homeowner weigh in. This is why he asked the Law Director for his review.
Mr. Tadych stated that resident Tim Doyle was here last week. He came out of the blue on this and Mr. Tadych heard from more than one person like him that really feel there needs to be something done about the removal of trees on personal property that don’t necessarily need to be removed, or if they do need to be removed, that they can be replaced.

Mr. Barbour stated that he would like to have some Ohio Law Directors who have something like this and learn from them what their experiences were on the enforcement side of this and if they met any court challenges.

Mr. Tadych asked Mr. Liskovec to provide Mr. Barbour with the names of the cities that the Tree Commission had referenced and for which they had found legislation.

Mayor Koomar stated that when the Aquatic Center was built it was designed around a tree that the City wanted to save. After the stress of construction, the tree lasted only one season. He also saw that same result when the middle school was built.

Mr. Tadych stated that there has been much work done by the Tree Commission on this and he would appreciate true consideration.

Mr. Clark stated that we do have a variety of contractors who come in who prune and cut trees back. He asked if they are all licensed contractors who pay their fee to do business in the City.

Mr. Tuck-Macalla stated that many are registered with the Building Department, but he cannot say they all are registered. Sometimes they are in and out of the City before it is even known they are there.

Mayor Koomar noted that an important consideration is if the tree contractor is thoroughly trained and competent in tree trimming. He stated that when he was at the Tree Commission meeting in December, he informed them he liked to be proactive with education, and a less costly alternative to taking a tree down may be to just properly prune the tree. Something to work on may be to provide a list of companies that are not only registered, but are trained to prune properly and save the tree.

Mr. Barbour stated that the draft states that the exceptions would be dead, dying, or diseased trees. Mr. Tadych stated that you can look at a tree and see that it is dead. The City Arborist helps people with their tree situations. Mr. Liskovec stated that both arborists are certified.

Mr. Barbour stated that under this ordinance the City Arborist would determine whether or not the tree was exempt from the ordinance.

Mr. Tadych stated that this, indeed, is a legacy type ordinance. There are many people looking at it and it is going to change the way we look at trees in the City of Bay Village and in many other cities.
Mr. Barbour asked the recourse if the City Arborist says it is not dead, diseased, or dying, and the homeowner disagrees. Mr. Liskovec stated that if the homeowner wants to challenge that they must contact a certified arborist and provide their own tree risk assessment.

Mr. Barbour stated that under this ordinance they would either have to plant another tree or pay a sum of money. Mr. Tadych agreed, noting that it would be a small sum, depending on the size of the tree. They could plant the tree in their facility, or give the tree to the City.

Mr. Barbour stated that in the past we could talk with people about whether their tree has to be taken down, but now we are going to be the judge and jury and impose a sentence of this monetary amount, or they have to plant another tree.

Mr. Tadych stated that it is not a sentence, it is a formula they have developed based on the size of the tree. Mr. Barbour stated that you are going to have to do something that you previously didn’t have to do before, whether that involves going out and buying a certain size tree or giving money to a fund. Mr. Tadych stated that not if there house is in jeopardy, or if the tree itself is dead.

Mr. Barbour stated that the Tree Commission can’t propose legislation. Mr. Tadych stated they were asked to generate legislation. Mr. Barbour stated that he is looking it as a lawyer who would be involved in a case. One of the issues in the sample ordinance is kind of a due process question where the Police Chief decides if your dog is in a category, and then you can appeal it to the police, who then decide if the right decision was made.

Mayor Koomar asked if a person would be required to provide a replacement tree if a person has to cut down a tree when putting an addition on their home. Mr. Tadych stated that a donation could be made as an alternative.

Mr. Clark asked if the Metroparks has tree legislation. Ms. Maier stated that the Metroparks legislation deals more with encroachment and removing trees. There is a penalty and damages to be paid, depending on the type of tree. Ms. Maier stated she is not aware of anything similar to what is being considered in Bay Village.

Mr. Clark noted that when the Field of Dreams was being put in at the High School, there was a retention basin installed at the high school and for every tree that was taken down one had to be planted. They do come back nicely, but it does take time.

Mr. Clark suggested continuing to work on the proposed ordinance. Mr. Tadych stated that when you cut down a tree that is 200 years old, it will take a while to replace anything of that tree’s nature. Mr. Clark noted the article in *The Westlake/Bay Village Observer* this week about the 350 year old tree on the Sammon property.

Mrs. Stainbrook commented that the Tree Commission did a very nice presentation to Council about a year ago with a lot of great information. She noted that Mr. Barbour has alluded to two important aspects, the property rights, and operationally, both at a cost to the city which includes staff.
Ms. Maier stated that the county sustainability plan has a big push to restore the tree canopy for the county, and they do have funding that is going to be made available to communities. She suggested keeping that in mind and instead of being punitive to be a little more incentivizing.

Mr. Tadych stated that it is not too punitive. The cost of a new tree at $175 is not significant as compared to thousands to cut down a large tree. Ms. Maier stated that trees have a useful life and many are reaching the end of their useful life.

Mayor Koomar noted issues that are occurring with some tree lawn trees. If you have an oak tree that is at the end of its useful life the logical place to plant is on private property where there is space for the root system.

Mr. Winzig stated that the ordinance speaks of the Cleveland tree plan and suggested that Mr. Barbour look at that to see if that plan might help or support what we are trying to do. The document can be found on the internet and is substantial, consisting of 60 to 70 pages. Also, the Tree Commission talked about Oak Wilt disease. It has been a year since they talked to us about it and there have been no communications with the community. We should move this along. During the summer months, it is inappropriate to prune those trees because it can create more problems. We just have not communicated that out to the community.

Mr. Tadych stated that he would like to see the Tree Ordinance move forward. Mr. Clark thanked everyone for their input.

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Mace

Memorandum of Understanding with Bay Schools for School Resource Officer.

Mr. Mace will present an ordinance authorizing the Mayor to sign a Memorandum of Understanding with the Bay Schools for the employment of a School Resource Officer. He called upon Mayor Koomar and/or Law Director Barbour for their comments.

Mr. Barbour stated that this was a process document. The Ohio Revised Code provides that a School Resource Officer requires a written Memorandum of Understanding (MOU) between the two entities. That previously was not an actual requirement. As a result the MOU’s have become more detailed. There have been extensive meetings in the administration with the Mayor, Police Chief, Finance Director, Human Resource Director and Law Director to go over the City’s needs and responsibilities under this agreement. The School District sent a proposal which the City would review and send back a proposal. Mr. Barbour dealt with the schools’ attorney on numerous occasions by email and telephone, and this document is the final product after a lot of going back and forth and a lot of frank discussions. It lays out very clearly what each side expects from the other, but also gives the City enough latitude to take care of anything that might come up and to work in a cooperative manner. That ultimate goal has been achieved. There were a lot of operational issues that were worked through.
Mr. Clark noted that there are several financial tenants in the agreement. For the most part, the cost is split 70%/30% between the schools and the city. Grant money that is secured will actually go against the School Board’s portion, but at no point in time would the City be liable for more than 50%.

Mr. Clark suggested considering the ordinance for adoption this evening to allow the time for the search for the appropriate person.

Mr. Mace asked if the City law enforcement officer will be a civil servant. Mr. Barbour stated that he will not be a Civil servant because he is a part time police officer, not subject to the Civil Service Commission. Mr. Mace asked if the employee will be a member of the police union. Mr. Barbour stated that he will not be a member of the police union because he is a part time employee.

Mr. Mace stated that Section 8 of the MOU, Duties of the School Resource Officer, letter (M) states that all local law enforcement and state agencies requesting to conduct formal police interviews, interrogations and arrest of any student should be referred to the School Resource Officer. Mr. Mace stated that he does not feel, given other mission statements or goals of the program that would be the best way to handle an actual interrogation or arrest of a student. That may be counter-productive to the whole program.

Mr. Barbour stated that all of the components of the MOU were vetted with the Police Chief over a series of meetings. Specifically, the duties of the School Resource Officer were drafted by the Police Chief with the express and implicit understanding of the interaction between other members of his own police force and the fact that he is working in the school. The reference cited by Mr. Mace was specifically approved by the Police Chief. One of the lengthy discussion points with the School District was the duties of the School Resource Office and how it was laid out.

Mr. Mace stated that he is just concerned how a School Resource Officer involvement in that activity might be seen by other students. Mr. Barbour stated that the MOU says quite clearly that the School Resource Officer is a law enforcement officer employed by the City of Bay Village and his primary function is that of a law enforcement officer and he will have all the rights, obligations and abilities of any other police officer. Mayor Koomar noted that there is a detective assigned to the schools and this will just be another prong in that approach.

Mr. Winzig stated that this is drafted to say that any law enforcement flows through the School Resource Officer and not the schools. The schools will not take the responsibility; it will be the law enforcement officer working with other law enforcement personnel. That is the appropriate flow as opposed to having it have to go through the school personnel. Mr. Barbour stated that the School Resource Officer is a police officer. If there is an arrest or other criminal activity that has to take place in the school, and he or she is there, he is involved, just as any other police officer who happened to be there for any other reason, would do the same thing. He or she happens to have some other duties related to educational matters. That is one of the other goals of the School Resource Officer program, to provide drug prevention education.
Mayor Koomar stated that one of the goals for the Police Department is having additional touches in the schools on a daily basis, depending on other calls and things of that nature. This would include Normandy, Westerly, middle school, high school, and St. Raphael’s School. Sometimes he would be there in the morning at drop-off, and pick-up at night, and the idea is to have increased awareness of a presence, and he would be in the schools as well. Mayor Koomar noted that the police have been great to cover school crossing guard absences at the high profile areas. The touches take shape in many different forms and the Police Chief and the officers have been wonderful to respond to that. There are a lot of walkers on the trail at 5:30 a.m. to 6 a.m. and the police have had a presence there. We did not want to be prescriptive in this agreement on how to police the City. What looks to be a routine traffic stop can prove to be amazing as to what follows.

Mr. Tadych stated that he was talking this week to police officers from another City and they said that their School Resource Officers tend to be retired policemen and are qualified to maneuver through the idiosyncrasies of the process. The City of Westlake has been hiring retired, part time police officers. That is an interesting concept, and we would like to see what other cities do.

Mayor Koomar stated that the City of Rocky River has two School Resource Officers now at full time officer pay and the schools pay 70% of that amount to $70,000. This, coupled with a lot of our officers walk throughs gives us a lot of touches at different times of day and locations. There is something to be said for not having a routine schedule. The City of Strongsville pays 100% of an SRO, but they have the tax base to support that payment. We have tried to look at our peers as a benchmark and come up with something we thought was fair.

Mr. Tadych stated that he thinks the administration has done a very good job with the Memorandum of Understanding and the percentage of payments.

Mr. Winzig noted that the Mayor mentioned St. Raphael’s school. He noted that this is an agreement between the Bay Village School District and the City of Bay Village. Mayor Koomar stated he was referencing normal patrols. Mr. Winzig asked if it would be appropriate to get an amended agreement with St. Raphael’s and involve them, or keep that separate. Mayor Koomar stated that if St. Raphael’s were interested in talking with the City and finding another part time officer, we could definitely entertain that. Again, we are just doing touches over there. The push by the new Superintendent was specifically a lion’s share to be high school presence.

Mr. Mace stated that he brought the question up about a School Resource Officer earlier in the year and thanked the administration for pursuing it with the School Board. He noted that a fine job was done, the questions he had were answered.

Ms. DeGeorge referred to Page 3, Number 6 (D) Notification, In the event the SRO is absent from work, the SRO shall notify his or her supervisor in the City. Ms. DeGeorge asked if the supervisor will then notify the Superintendent, or the Principal. Mr. Barbour stated that the School District will be advised. That language is in the MOU because he or she is a City employee. We do not want a situation where the SRO calls the principal of the Middle School and the City is not notified.
Ms. DeGeorge referred to Page 6, Number 12, Role in School Policy Violations. This section refers to discipline being the responsibility of the appropriate school administrator and clear guidelines on the SRO involvement should be developed and distributed to school staff. Ms. DeGeorge stated that she is assuming that those guidelines, in addition to what is in the MOU, will be developed by the schools. Mr. Barbour stated that is correct. The schools have very specific laws and practices that apply to school discipline.

Ms. DeGeorge referred to Page 7, Number 14, (A) which states that strip searches are prohibited, but the first line states that the SRO may participate in a search of student’s person. She asked if that means the student will be required to empty his pockets, or there would be a pat down. Mr. Barbour said that is correct and would happen under a probable cause situation just like any other probable cause situation that takes place off of school property. If the police think there is probable cause that a crime was committed they can stop you and search your person. Also, the school district has some other laws and regulations that are different. We wanted to differentiate what the SRO could do and not do and not infringe on what the district can and can’t do.

Ms. Maier referred to Section 18, (I) which states the SRO shall respect the sensitive nature of student privacy and shall abide by all applicable confidentiality, privacy policies and laws. Ms. Maier questioned whether this clause shall be included in the Duties of the School Resource Office on Page 4. Mr. Winzig asked if this MOU can be adopted with an amendment by reading. Mr. Barbour said that a change would have to go back to the School Board for approval. Mr. Clark stated he would be in favor of leaving the document to read as is.

Mr. Clark noted that there is nothing in the MOU about termination prior to the three years of the contract. Mr. Barbour said the City does not want to terminate the agreement because the SRO is a City employee. The City would have an extra employee that no longer has a primary function. The School District can terminate the agreement, but we would have to have a complete abandonment of our duties regarding the application of a grant.

Mr. Clark stated that the ordinance authorizing the Mayor to sign the MOU will be considered for adoption this evening. He thanked the administration and the Law Director for their hard work on the preparation of this agreement.

Ordinance No. 19-50 – Fence Regulations

Mr. Mace stated that the other item on the agenda for him this evening is the Fence Regulations ordinance and he will save his comments until the miscellaneous portion of this meeting.

FINANCE & CLAIMS COMMITTEE-Tadych

Amended Appropriation Ordinance.

The agenda request of June 5, 2019 sent by Finance Director Mahoney states that adjustments to the Annual Appropriation Ordinance are required for the following reasons:
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-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.

-Appropriate $128,808 advance repayment in relation to the Westcom project. Grant monies were received 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 01) to allow for increase in liability and property and to add cyber coverage. Originally budgeted $142,670 but new total is $158,298; therefore need to add $15,628 to the appropriate account.

Mr. Tadych stated he has four ordinances to present this evening, one of which has never come before Council before but approval will be sought this evening. The second ordinance is on second reading, and two others are on third and final reading. There are four actual changes to the Amended Appropriation Ordinance caused by some of these things. The Appropriation Ordinance calls for $20,000 more to be spent in Reese Park with the Pickle Ball Courts and enhancement of the tennis courts. The correction of the sewer fund for the cancelling of the Walker Road Improvement Project in the amount of $100,000 is also reflected in the amended appropriation ordinance. That project will be delayed until 2020. The ordinance includes $128,000 in advance repayment for the Westcom Project with the funds being taken from the Paramedic Emergency Fund and put in the General Fund. The ordinance also appropriates the funds for the insurance increase. Mr. Tadych stated that the original amount was $142,670 for two more years. He asked how the agency can change the price when the amount was agreed as premium for three years annually.

Mrs. Mahoney stated that the rate stays the same. Mr. Barbour stated that there is a distinction drawn between rate and premium. We are being charged the same rate, but in simplistic terms, we have more things so the premium has to go up. The new premium amount for 2019 and 2020 is $158,298 annually.

Mr. Winzig asked if in the future we should be approving a three year contract, because it seems there is flexibility in the contract. Mr. Tadych noted that if the contract is not approved for three years the other part could be raised as well. Locking it in is a good thing.

Mr. Barbour stated that, conceivably, this never happened, but the premium could go down in the second year of a three year agreement if we had a lower insurable inventory. Mayor Koomar stated that this would be the case if we held off on Capital purchases, and would be a bad reason if we did. Mr. Clark stated that we have secured a number of Capital assets far greater than we have done in the last three years.

Mr. Clark asked Mr. Tadych if he will amend by reading the ordinance approving the additional insurance premium this evening to secure the cyber security component. The additional dollar amount of $4,063 to be added to the additional annual premium amount of $15,628 covers the $2
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million cyber security component that was discussed. The total for Section 1 of the ordinance will be read as $158,298.

Mr. Clark asked Mrs. Mahoney to update the Reserve Fund spreadsheet after the advance is made and to send Council a copy of the updated spreadsheet.

Chapter 151 Employment Provisions

Mr. Barbour stated that there was a request to make editorial changes to Ordinance 19-45 on the agenda for the Special Meeting of Council to be held this evening. The ordinance will be amended by reading at the meeting to change Section 151.05 (f) removing the dollar amount and change the wording to read “start paying a monthly surcharge beginning in 2020.” (Page 21) The other request was page 22, Section 151.07 (g) Sick Leave, removing the quotations around sick leave.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier

Lakeside Cemetery Regulations.

Ms. Maier advised that she will present the Lakeside Cemetery Regulations legislation at the Special Meeting of Council to be held this evening.

Law Director Barbour stated that at the end of 2018 the Ohio Department of Commerce, Division of Real Estate, which governs registered cemeteries, requires cemeteries to submit their rules and regulations to them by July 19, 2019. The City of Bay Village does not have rules and regulations for Lakeside Cemetery because it is not a working cemetery as that is defined in the cemetery body of law. The last burial before Mr. and Mrs. T. Richard Martin was in 1950. Mr. Barbour spoke with someone at the Ohio Department of Commerce and learned that the City of Bay Village needs to adopt these cemetery regulations, which had previously been drafted by former Director of Public Service Jim Sears and not adopted because the City was of the legal opinion that they were not needed. We probably need them now.

The ordinance will be placed on first reading this evening and submitted for adoption on June 24, 2019.

Ms. Maier stated that a Planning, Zoning, Public Grounds and Buildings Committee meeting was held earlier this evening. The committee will be asking that the Vacant Housing ordinance be advanced.

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.
A memorandum dated June 7, 2019 from Director of Public Service and Properties was sent to Council regarding the Sunset Improvement Project. Mr. Liskovec states that the combined total of both projects is $525,915, which represents an increase in overall budget by $35,994 as a result of increases in the roadway portion from last year’s estimates. Although there is an increase, the estimate from last year did not include some of the items noted in Mr. Liskovec’s memorandum, which are critical for having a successful pavement recycling. Although this does represent an overage from the original estimate, the Service Department is able to cover and manage this through the cost savings on the Pavement Maintenance Program and Crack Seal Program without any additional appropriation from Council.

Mrs. Stainbrook will move to authorize the Director of Public Service and Properties to advertise for bids for Infrastructure Improvements and Roadway Improvements to the Sunset area as slated for 2019. Earlier this year, Council approved the $517,520 for the Sunset Project, as well as services by Chagrin Valley Engineering for the design phase. It is recommended that the advertisements be for two separate projects, one as utility improvement, and one as roadway improvement. There is an increase of $35,000 in the overall budget, based on utility improvements and the recycling of the pavement, as noted in the memorandum from the Director of Public Service and Properties Liskovec.

Mr. Clark stated that the bid results will drive the necessity of Council to meet in July. Bids will be opened on July 5 and the recommendation will be ready for Monday, July 8, 2019. Council will be asked their availability to meet on Monday, July 8, at a time to be determined. Mrs. Mahoney will also present information for approval that evening for the new Finance Department software system.

Mr. Winzig asked if a construction observation fee is anticipated for these projects. Mr. Liskovec stated that it is anticipated, and will be an additional amount. Mr. Winzig asked if this is something that can be included in the project scope or as part of the budget. He noted that it would help to know the additional amount for a requirement for a project that was not discussed prior. Going forward, discussion could include all components of a project. Mr. Winzig asked if the construction observation is something that Mr. Liskovec’s team could do, or does it require the services of an engineer. Mr. Liskovec stated that the Service team just does not have the time to sit someone out there for a nine to eleven week span for ten hours per day. Mayor Koomar stated that they will account for that in the future, and, depending on the project, it may be something that can be done in house. Mr. Liskovec noted that the Columbia Road Culvert Project is shared responsibility between ODOT and the City. Infrastructure Manager Curtis Krakowski is responsible for the administrative paper work. Mr. Clark noted that he likes the fact that there is professional oversite and he likes the work Chagrin Valley has done. But, we are going to want an accounting for how much is being paid to Chagrin Valley Engineering and look at that periodically through the year.

Construction Observation Services – Columbia Road Culvert Project.

Mrs. Stainbrook will introduce an ordinance this evening at the Special Meeting of Council to authorize a contract with Chagrin Valley Engineering for construction observation services for the Columbia Road Culvert Project, in the amount of $23,000.
RECREATION & PARKS IMPROVEMENT COMMITTEE- Winzig

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

Mr. Winzig will introduce a motion to advertise for bids for the renovation of the Reese Park tennis courts including installation of Pickleball courts, at the Special Meeting of Council this evening. Mr. Clark noted that Director Liskovec included a diagram and information in the Council packet with details of the project, which indicate that the top layer of asphalt of the courts will be removed. Mr. Tadych reminded Mr. Liskovec of the requirements that were discussed when the Dover Center tennis courts were renovated about the “thickness of a nickel.” He stated that this means there are no puddles thicker than a nickel. Mr. Liskovec stated that the drainage is technically different at Reese Park. Mayor Koomar stated that it has to do with the grading of the courts.

Mr. Mace asked if there has been consideration for the basketball courts resurfacing at Reese Park. Mr. Liskovec stated that he and Recreation Director Enovitch have determined that this would be a request for next year. The Tennis/Pickleball Court project is utilizing funds that were received from the County Casino Grant.

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-DeGeorge

Ms. DeGeorge had no report this evening. Mr. Clark asked if there is an update on the terms of the trash contract that will be up for renewal in March of 2021. Mayor Koomar stated that he will be meeting with representatives of the City of Avon Lake after July 4 and will touch on their experience in switching to a different trash hauler.

MISCELLANEOUS

Mr. Winzig stated that during the budget process six months ago, Council asked for more money for the Bradley Park playground. The amount of $20,000 was budgeted, and the committee was told that was the limit and there weren’t any other funds. Here we are coming back and asking for $20,000 for Pickleball Courts. Mr. Winzig stated he hopes that the administration can look at the budget on behalf of the Parks Committee to see if the Bradley Road Park playground can be completed. We are asking citizens to go out and do bake sales and parties for fund raising, and they are going door to door to try to raise funds. Mr. Winzig believes this should be revisited the second half of the year. If we can find money for this, it would be appropriate to complete the Bradley Road Playground project. Director Enovitch is anxious to get that done and the response from the community has been really strong. People in the community are thrilled about the project, and it is hoped that additional money can be found to wrap up that playground project for them.

Mr. Mace stated that he will be putting Ordinance No. 19-50, Fence Regulations on second reading this evening. He would like to discuss putting forth a motion that Section B, rear yard, and Section F, the side yard, be amended by reading as they were in Option I last week where the fence shall not exceed five feet, four inches in height, and the posts at five feet, six inches in
Committee Meeting of Council
June 10, 2019

height, any fence greater than four feet, four inches shall have a minimum of 75% open space and the same language to be used in Section F. After going through committee sessions and this is what was proposed when brought forward, and upon recommendation of the Board of Zoning Appeals at the very outset of the meetings, it is suggested that this be used for the new fence ordinance and amend tonight on second reading.

Mr. Clark stated that there is also language in the ordinance relative to privacy screen. Mr. Barbour stated that the 10% lot perimeter standard has been removed and the screen is 32 feet plus 8 foot transitional section. Mr. Barbour stated that this is the current reading.

Mr. Mace stated that to be clear he is not mentioning anything about the privacy screen. His amendment by reading would have to do with the fencing for the rear yards and side yards to the 75% openness and the five foot height.

Mr. Clark reminded everyone that Destination Bay is Saturday, June 15, with many activities in the City of Bay Village, including Project Pedal, and BAYarts. This is the 50th Anniversary of Cahoon in June.

Mrs. Stainbrook noted that an ordinance for an increase in Council salaries is on first reading. She asked if Council is interested in increasing the Council President’s portion to what would be the equivalent of a 13% differential that currently exists. As it stands now, the differential between Council President and Members of Council is 13%. With the new rate of $13,500 for Council President, that is an 8% differential. It begs the question of why would we decrease that differential. To go along with that, a recent newspaper article about the Rocky River Council indicates they are putting their Council salaries to $12,500 and their Council President to $14,000. If we kept our differential for Council President at 13%, the salary would be about $14,100. Mrs. Stainbrook asked if Council is interested in changing the salary of Council President to a number she would recommend which would be $14,125 maintaining the 13% differential that currently exists.

Mr. Tadych stated that he would like to keep it as written.

Mr. Clark stated that the ordinance will be moved to second reading as it is written. He noted that he appreciates the input and this is a difficult situation to give yourself a pay raise, but you also realize the work that goes into it and thinking beyond the terms of the existing Council people.

Mr. Tadych stated that he doesn’t understand what we are doing with the fence.

AUDIENCE

Mary Slaman stated that she was at the Board of Zoning Appeals meeting and a majority of the members did not want to see any change with the fence ordinance. They were not saying they wanted at five feet. She stated that she thought it was talked about last week and four out of seven stated they wanted Option II and she hopes it is not changed.
Another question Ms. Slaman has is that she wants to make sure the way it is written for the privacy screen someone can’t put up 32 feet and have sixteen more feet at the end. You are just talking about 8 feet on each side? She asked if anybody did any research about leaving the 10% perimeter there. She stated that is six panels of 8’ fencing and for her that would definitely be the whole side of my yard. It seems like it is too much of a long fence when it is only supposed to be a privacy fence.

Ms. Maier stated that we are adding the 8’ panels on, but in terms of that there are only a handful of lots that are below 6000 square foot. Mrs. Slaman’s lot is 7000 square feet and many of her neighbors are the same.

Mrs. Slaman stated that the back of her house goes further than her neighbors. The side of her house is privacy and then her neighbor wanted to start at the end of her building and go all the way down.

Ms. Maier stated that Ms. Slaman’s neighborhood is not the standard set up.

Mrs. Slaman stated that for her 4’ on each side would be enough and that is what her neighbor has.

Mrs. Stainbrook thanked Ms. Maier for doing that research. Ms. Maier stated that there are a handful of lots on Knickerbocker and the east side of the City that have small lots.

Mrs. Slaman stated that if it was known there would be an option of placing it back to five feet in height more people would have come tonight and voiced their original opinions not to do that.

Ms. DeGeorge stated that we have been having these meetings since October and we realize we have to make a decision. We are hearing and saying the same things over and over again. We are not hearing anything different.

Dennis Driscoll, resident, gave the following statement in strong support of the Environment, Safety and Community Services fencing recommendation to increase the height of the side and rear yard fences to five feet in height.

June 10, 2019 - Dennis Driscoll’s Statement on the Revision of the Yard Fence Ordinance

“As you may know from my past statements, I am a strong proponent of allowing a 6-foot rear yard fence with a 50% open area requirement. However, I now realize that consideration of allowing a 6-foot rear yard fence is off the table. Tonight, I come in strong support of the Environmental Committee’s fencing recommendation to increase the height of the side and rear yard fences to 5 feet. The Environmental Committee held several hearings on the fencing ordinance revision. I attended all but the first Environmental Committee hearings on the fencing revision. At the Committee hearings, some residents opposed making any height changes to the side and rear yard fences. However, numerous residents provided statements regarding the need for privacy and the need to address issues involving barking dogs or the like. The Environmental Committee carefully considered the residents’ statements in making their revision
recommendation. The Environmental Committee’s proposed height increase is from 4 feet to 5 feet, a relatively minor height increase. I believe that this is a reasonable compromise of the various interests expressed at the Committee hearings.”

“Forthemente, I request that the City Council consider a further adjustment, if not for both the side and rear yard, at least the rear yard, which might further resolve some of the issues in the numerous residents’ statements at the Committee hearings. The current ordinance does not require any transparency requirement for a fence no higher than 4 feet. The Option 1 proposed revision only allows an increase in height of 1 foot, from 4 feet to 5 feet but requires 75% open space. I request that you consider a compromise which would be to require that only the last foot of the fence height to be 75% open area. This could be done by rewording the ordinance revision to provide that ‘Any portion of the fence over four feet, four inches shall have a minimum of 75% percent open space.’ For simplicity, many residents may simply decide to install a totally 75% open space fence. On the other hand, those residents who have expressed a concern with having some privacy from a neighbor or a dog who barks at neighbors or dogs in the neighboring backyard would have some leeway to address these issues by allowing the first 4 feet of fence to be solid.”

“In closing, I believe you may want to further consider the possibility that, if no compromise is granted, then the Council may be eventually required to address a potential ordinance initiative on the height of fencing as some residents, including myself, have begun discussions to pursue an ordinance initiative. If so, I would anticipate that the ordinance initiative will propose a rear yard 6-foot fence, requiring only the top foot to have 50% open space, similar to the rear yard fence ordinance for Rocky River.”

“Thank you for your consideration.”

Mrs. Slaman stated that it was discussed at previous meetings how special Bay Village is and she just wants to reiterate the safety issues of making higher fences.

Mr. Clark stated that he appreciates all of the input. It is a very emotional issue. The amount of man hours that have gone into this, as well as the concern of doing so. It is fair to say that 6’ in height is off the table. The committee has put a lot of time into this, and he wants to make sure we vote on this before recess. We promised we would do that. Mr. Clark stated that he has no problem at this juncture incorporating amending by reading, but if Council chooses to vote it down on June 24, so be it and we will go back to the ordinance to stay as is.

Mr. Tadych stated that we voted last week to keep Option II on and he thinks we should.

Mr. Mace stated that there was not actually a vote.

Mr. Tadych stated that there were four people on Council that decided.

Mr. Clark stated that what was problematic was what came out of committee was a lack of a recommendation. This opens up a can of worms for discussion on a lot of different fronts. Marty is in favor of the amendment. If Lydia is in favor as well, one can say that two-thirds of
the committee was in favor of the changes and the compromise that is there. Mr. Clark noted that this is not an easy issue.

Ms. DeGeorge stated that not to make any sort of compromise penalizes the residents that do legitimately want to put up a higher fence. As many have said, there are a lot of fences out there that are not compliant, and we do not have fence police. To not compromise also, the public outcry for the first library design resulted in the library coming back and having more meetings and talking about compromise. If we don’t set the pace for a compromise, then how do we expect the residents to compromise going forward on any other issue?

Mr. Mace stated that to the point of compromise of the six feet to 32 feet period is a compromise on Ms. DeGeorge’s and my part because we felt the original one allowed for a bigger fence at 10% of the total perimeter as long as there is a change of direction. At the one BZA meeting that is how they were interpreting the old legislation. You may find longer 6’ fences if we go back to the old way. At least now, for the 32 feet period, you have the 32 feet period. Any additional language beyond 32 feet made it arguable that as a change of direction you could have more than 32 feet.

Mr. Clark stated that he likes the 75% open concept, ornamental, or whatever the case may be as opposed to decking. We are a community and I also see the compromise angle on this one.

Mr. Winzig stated that he has had a lot of discussion with residents in Ward 4 since the last meeting just to confirm the majority were not in favor of the 6’ high stockade fence. Many would accept the 5’ open concept, and his reference points were the graphics sent with the iron work that were more transparent than the stockade fence. Mr. Winzig got feedback from residents that they wanted to support that idea.

Mr. Clark stated the ordinance will be amended by reading this evening with final vote on June 24, 2018.

There being no further discussion, the meeting adjourned at 9:15 p.m.

Dwight A. Clark, President of Council
Joan Kemper, Clerk of Council
June 11, 2019

Mr. Dan Galli
Bay Village City Hall
350 Dover Center Rd.
Bay Village, OH 44140

Dear Mr. Galli,

This letter is a request for a resolution from the City of Bay Village as required by the Ohio Department of Natural Resources (ODNR) and the Army Corps of Engineers for a shore structure.
Please forward the enclosed application to the appropriate personnel.
We are requesting a formal written resolution from the City regarding the approval of shore structure for the Hayden Stafford residence located at 23528 Lake Road, Bay Village, Ohio 44140, as enclosed, on the submerged lands of Lake Erie adjacent to the property; PP# 204-23-065.

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

Please consider and act on my request for this resolution or ordinance at: 23528 Lake Road, Bay Village, Ohio 44140.

Please let us know if you need anything further.
Thank you,

[Signature]

James Schilens
LAKE ERIE

I.G.L.D. 85 LAKE LEVEL ELEV. = 573.98

OBSERVED ON 5/25/19 AT 12 NOON

To be removed, submerged concrete pier, broken & partially

Bluff

TOE OF BLUFF

HOLLOW CORB MARINE BLOCK

BRIDGE SECTION

EXIT CONCRETE CAPPED PIER

BRACKET PROJECTION

CAPPED GRP PIER

BREKAWALL

HOLL CORB MARINE BLOCK

LETTER S 5/25/19

SHORELINE OBS. 5/25/19

Top of Bluff

612.0 x 792.0

GRAPHIC SCALE

1" = 30'
RESOLUTION NO.
INTRODUCED BY:

A RESOLUTION
AUTHORIZING THE PURCHASE OF A FIRE DEPARTMENT VEHICLE
AND DECLARING AN EMERGENCY.

WHEREAS, the City of Bay Village Fire Department is in need of a new vehicle to replace
an existing vehicle per the replacement schedule, and the Council of the City of Bay Village has
previously appropriated funds for the purchase of said vehicle; and

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

SECTION 1. That the Mayor is hereby authorized and directed to submit a purchase order to
purchase the following vehicle:

- One (1) 2019 Demo Pierce Enforcer Ascendant 107’ Quint from Pierce
  Manufacturing, 2600 American Drive, Appleton, WI 54912, total cost not to
  exceed $849,980 (after trade-in).

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

SECTION 3. That this resolution is hereby declared to be an emergency measure
immediately necessary for the preservation of the public peace, health, safety and welfare, wherefore
this resolution shall be in full force and take effect immediately upon its passage and approval by the
Mayor.

PASSED:

________________________________________
PRESIDENT OF COUNCIL

________________________________________
CLERK OF COUNCIL

APPROVED:

________________________________________
MAYOR

06.21.19 jt
OVERVIEW

1. Action Requested
   Implement 2019 Sidewalk Correction Program. Cost to residents will be $6.00 per square foot. Estimated cost for average 5 ft. x 5 ft. block (25 sq. ft.) is $150.00.

2. Previous Action
   Yearly program – broken, cracked or uneven sidewalks marked for repair/replacement

3. Background/Justification for Current Action
   Yearly program – broken, cracked or uneven sidewalks marked for repair/replacement

4. Financial Impact
   Residents are invoiced for sidewalk replacement

5. Affected Parties
   Residents in 2019 Sidewalk Correction Program area with non-compliant sidewalk blocks: Appleblossom, Applewood, Bassett (Ednil to Lake Road), Bayview, Breezewood, Ednil, Saddler. Salem, Tanglewood, Timber Lane, Winsor,

6. Implementation Plan
   September 2019

7. High-Level Timeline/Schedule
   September 2019.
AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION, DISPOSAL
AND RECYCLING SERVICES

THIS AGREEMENT (the "Agreement" or the "Contract") for Residential Solid Waste Collection, Disposal and Recycling Services for the City of Bay Village for Solid Waste and Recyclable Materials generated and collected within the City of Bay Village and at the City Service Center is entered into by and between the City of Bay Village, a City in the County of Cuyahoga, State of Ohio (the "City") with its offices located at 350 Dover Center Road, Bay Village, Ohio 44140 and Browning-Ferris Industries of Ohio, Inc. d/b/a Allied Waste Services of Elyria/Republic Services of Elyria with its offices located at 10195 Butternut Ridge Road, Elyria, OH 44035 (the "Contractor").

WITNESSETH

WHEREAS, following publication of the Invitation to Bid in the Plain Dealer on, September 10, 015 and, September 17, 2015 (the "Invitation to Bid"), and the opening and consideration of the Bids received for the Residential Solid Waste Collection and Recycling Services, the Bid of the Contractor has been determined by the City of Bay Village City Council to be responsive and recommended that the Bid of the Contractor be accepted as the lowest and best Bid as defined in the Bid Documents; and,

WHEREAS, the City has considered the Bid; and the City, pursuant to Ordinance No. 15-80 which approved and authorized the Mayor to execute the Contract by and on behalf of the City.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the City and the Contractor agree as follows:

ARTICLE I -- DEFINITIONS

Defined Terms. The capitalized terms used herein shall be defined as shown in Exhibit A, which is attached hereto and incorporated herein by reference.

ARTICLE II -- TERM AND RENEWAL TERMS

Term. This Agreement shall be effective upon the date last signed below. The Commencement Date for Residential Solid Waste Collection, Disposal and Recycling Services is April 1, 2016 and the initial term of this Agreement shall terminate on March 31, 2021. The City shall have the option to renew this Agreement for three (3) additional one (1) year periods. The City shall provide written notice to the Contractor of the City’s decision to renew this Agreement 60 days prior to the termination date of the then current term.

ARTICLE III -- STATEMENT OF WORK

1. Residential Solid Waste and Recycling Collection:
   a. Provide weekly curbside collection of Residential Solid Waste and Recyclable Materials to all qualifying Residential Units in the City.
   b. Complete curbside collection on Tuesdays between the hours of 7:00 a.m. to 7:00 p.m., except when a Federal holiday falls during the same week, when collection will be
made the following business day.

c. Establish the collection routes and collection schedules for the City.
d. Provide one (1) 96-Gallon or (1) 65-gallon Wheeled Cart for Residential Solid Waste and one (1) 65-Gallon Wheeled Cart for Recycling at each Residential Unit; and provide an option for a 32-gallon waste container or other viable option upon request by a resident.
e. Collect and recycle all Appliances and Freon-Containing Appliances.
f. Collect and dispose of all Bulky Waste, Yard Waste and Construction and Demolition Debris as set forth in the Invitation to Bid.

2. **Solid Waste Transfer and Disposal:**
   a. Transport all Solid Waste to a licensed Solid Waste Transfer Facility or Solid Waste Landfill.

3. **Recycling Services:**
   a. Deliver all source-separated Recyclable Materials to a Material Recovery Facility(s) or legitimate Recycling Facility(s) for processing.

4. **Container Services:**
   a. Provide and collect Solid Waste and/or Recyclables from specified cubic yard containers located at municipal facilities listed in Exhibit B. The Contractor shall collect these containers as specified each week and within twenty-four (24) hours following a request from the City Service Director for an additional collection. Contractor will provide up to one (1) free load (up to 40 yards) for each month April through September annually.

5. **Customer Education:**
   Prepare and mail at Contractor's sole cost and expense, an annual informational brochure that contains the City-approved requirements for the Solid Waste Collection and Recycling Services. These brochures shall include: the Contractor's local phone number, the day and estimated time of collection (a.m. to p.m.), a description of the Solid Waste and Recyclables Materials appropriate for collection, procedures for disposing of bulky items, appliances, Freon-containing appliances and yard waste, complaints, holiday schedule and any other information that explains how the Solid Waste Collection and Recycling Services will be provided. The Contractor shall provide the City an additional two hundred copies of the brochure relevant for Residential Units with curbside collection services for distribution to new Residents or to Residents that request an additional copy. The Contractor shall provide a sample of the informational brochure to the City Committee, for approval, by a date to be mutually agreed upon and shall mail the informational brochure to each Residential Unit by a date to be mutually agreed upon.

6. **Exclusive Contract:**
The Contractor shall have an exclusive franchise, license and privilege to provide the collection and disposal services on behalf of the City as set forth in this Agreement.

**ARTICLE IV: PRICE, INVOICE AND PAYMENT**

1. **Price for Residential Solid Waste Collection, Disposal and Recycling Services.**
   During the initial term, the City agrees to pay the Contractor for the Residential Waste Collection and Recycling Services, the following amounts according to the Price Sheet attached as Exhibit C. These prices include all local, county and state governmental fees assessed on solid waste disposed in a sanitary landfill in Ohio.
**Price Includes All Costs, Including Governmental Fees.**
The price per ton for Residential Solid Waste Collection, Disposal and Recycling Services includes all direct and indirect costs, including but not limited to the costs of disposal of the Solid Waste at a licensed Solid Waste Landfill or Solid Waste Transfer Station and all Governmental Fees applicable on the generation, receipt, transfer and disposal of Solid Waste.

**Record Keeping.**

a. **Solid Waste and Recycling Tonnages**
The Contractor will submit a monthly record of the total tonnage of Solid Waste collected and the total tonnage of Recyclable Materials collected for the preceding month. The report must be submitted with the monthly invoice to the City.

b. **Complaint Log**
The Contractor will submit a monthly complaint log which includes names, addresses, phone numbers, the date, the time and a brief description of the complaint and its resolution. The report must be submitted with the monthly invoice to the City for the preceding month. The City maintains the right to request a copy of the complaint log at any time.

**Billing Service and Payment.**
The Contractor shall invoice the City for services rendered at the beginning of each month and the City shall pay the Contractor on or before the 10th day following the end of such month via check or bank draft (no credit card payments will be allowed). This invoice must be sent in accordance with the notice provision set forth in Article VIII below.

**Fuel Adjustment**

a. The Contractor may apply a fuel adjustment if the price of diesel fuel increases over the established *base price* during the term of this contract. The Contractor and City agree that the base price of diesel fuel shall be $2.45 per U.S. gallon.

b. Any fuel adjustment must be applied, as a separate line item on the invoice, using the following Fuel Adjustment Table. To determine if a fuel adjustment is warranted, the Contractor and the City will use the price index published on the U.S. Department of Energy website [www.eia.doe.gov](http://www.eia.doe.gov). The price to be used is the Energy Information Administration *Midwest On-Highway Retail Diesel Price*. The fuel adjustment may only be applied if the price of diesel increases or decreases from the base price of $2.45 per gallon as posted for the first Monday of each month.

c. A Fuel Recovery Fee of seven cents ($ .07) per unit may be added or subtracted, as the case may be, for every ten cent ($ .10) change in the per gallon price of diesel fuel above or below $2.45 per gallon. The Fuel Surcharge will be adjusted monthly based on the Department of Energy (D.O.E.) price for the Midwest Region on the first Monday of each month.

**ARTICLE V: PERFORMANCE BOND AND INSURANCE**

1. **Performance Bond**
The Contractor, at its own expense, shall furnish a performance bond equal to the total monthly cost of collection services annually for the term of this contract. The performance bond shall be substantially in the Form of Performance Bond included in Exhibit D, which is attached hereto and incorporated herein by reference.

2. **Insurance**

1097386.10/01379.0996
The Contractor shall at all times during the Contract maintain in full force an effect the insurance coverage's listed below, including contractual liability coverage arising hereunder. All insurance shall be issued by insurers and for policy limits acceptable to the City, and On an annual basis, Contractor shall furnish the City certificates of insurance or other evidence satisfactory to the City evidencing the required insurance has been procured and is in force. The certificates shall be supplemented by a notice of cancellation endorsement.

Contractor shall, upon written request from City, provide City with all applicable endorsements to any such policies.

The City and its council members, officers, representatives, agents, and employees shall be additional insured's on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded shall be no less broad than that provided under ISO Form CG 20 26 04 13 for General Liability Umbrella/Excess Liability (follows form of underlying), ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies shall include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph shall be primary to any insurance, self-insurance, or self-funding arrangement maintained by City which shall not contribute therewith, and there shall be severability of interests under the insurance policies required hereunder for all coverage's provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor shall be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

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<th>Coverage</th>
<th>Minimum limits of liability, terms and coverage</th>
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<tr>
<td>Commercial General Liability</td>
<td>$1,000,000 bodily injury and property damage each including advertising and personal injury, products and</td>
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<td>completed operations</td>
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<td>$2,000,000 products/completed operations annual aggregate</td>
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<td>$2,000,000 general annual aggregate</td>
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<td>Auto Liability Insurance</td>
<td>$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO</td>
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<td>CA 9948, or a substitute form providing equivalent coverage, required</td>
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<td>Workers' Compensation</td>
<td>Statutory limits</td>
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<td>Employer's Liability</td>
<td>$1,000,000 bodily injury by accident, each accident</td>
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<td>$1,000,000 bodily injury by disease, policy aggregate</td>
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<td>Umbrella/Excess Liability</td>
<td>$5,000,000 each occurrence and annual aggregate</td>
</tr>
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<td></td>
<td>Underlying coverage shall include General Liability, Auto Liability, and Employers Liability</td>
</tr>
<tr>
<td>Pollution Legal Liability</td>
<td>$1,000,000 per claim</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered,</td>
</tr>
<tr>
<td></td>
<td>or which should have been rendered, pursuant to this Contract</td>
</tr>
</tbody>
</table>
ARTICLE VI: INDEMNIFICATION

1. General Indemnity
The Contractor shall indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each a City Indemnity) harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any City Indemnity may hereafter incur, become responsible for, or pay out for, provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property, including the loss of use resulting herefrom; and only to the extent caused by the negligence of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable in the performance of the services under this Agreement and excepting any injury, sickness, diseases, or injury to or destruction of tangible property to the extent caused by the negligence of the City, its officials, contractors or agents. Any City Indemnity shall promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, shall give the Contractor the opportunity to defend such claim and shall not settle such claim without the approval of the Contractor. This Section shall survive expiration or earlier termination of this Agreement.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. Performance Assurance
The Contractor agrees to promptly report to the City any notice or order from any governmental agency or court or any event, circumstance or condition that adversely affects the ability of the Contractor to fulfill its obligations hereunder. Upon receipt of such report, the City shall have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days shall submit to the City its written response. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City, then the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Residential Solid Waste Collection, Disposal and Recycling Services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement and as its sole and exclusive remedy may terminate this Agreement and exercise its rights under Contractor's performance bond and procure the services of another waste services provider to complete the work covered under this Agreement.

Upon the material failure by the Contractor to comply with the terms and conditions of the agreement, the City shall provide written notice to the Contractor of any such material failure and demand that any such material failure be cured by the Contractor. The Contractor shall have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure to comply with the Agreement has been cured. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) days, the City may terminate this Agreement. In the event the City notifies the Contractor of its intent to terminate the Agreement, the Contractor's surety, if any, shall have the right to take over and perform the Agreement, provided, however, that if the surety does not commence performance thereof by the effective date of the termination of the Agreement, the City may as its sole and exclusive remedy, terminate this Agreement and exercise its rights under Contractor's performance bond and procure the services of another waste services provider to complete the work under this. In the event there is
no surety-provided cover, or the City is unable to obtain cover, the effective date of the termination may be delayed by the City until it shall have completed the process of obtaining a substitute service provider to provide the Residential Waste Collection and Recycling Services required herein. In such event, the Contractor shall continue to perform its responsibilities under this Agreement until the effective date of termination.

3. **Termination for Excessive Fuel Price Adjustment.**
   In the event that the Fuel Price Adjustment provision results in a twenty percent (20) increase in the price per Residential Unit for the collection of Residential Solid Waste and Recyclable Materials by an amount equal to or greater than the initial price per Residential Unit accepted by the City, in the exercise of its sole discretion, may terminate this Agreement, without liability to the Contractor, and issue a replacement Invitation to Bid. In the event of termination by the City as provided herein, the effective date of any such termination shall be the date of the Notice to Proceed in the replacement Invitation to Bid.

**ARTICLE VIII. MISCELLANEOUS**

1. **Bid Form**
   The Price Bid Form(s) attached hereto as Exhibits B and C, are incorporated by reference herein and of. In the event of any conflict between the Bid Form(s) and a provision of this Agreement, this Agreement shall control. In the event of a conflict between the terms of the Invitation to Bid and this Agreement, this Agreement shall control and govern.

2. **Entire Agreement**
   This Agreement and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersede all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.

3. **Notices**
   Written notice required to be given under this Agreement shall be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Contractor, attention General Manager, and to the City, attention at their respective addresses set forth above. Any change in address must be given in like manner.

4. **Waiver.**
   No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach or alleged breach of this Agreement by the City or the Contractor shall be effective unless in writing signed by the City and the Contractor.

5. **Applicable Law**
   This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio, without regard to its conflict of laws.

6. **Unenforceable Provision**
   If any provision of this Agreement is in any way unenforceable, such provision shall be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

7. **Binding Effect**
   This Agreement shall be binding upon and shall inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder
without the express written consent of the City, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Contractor may assign this Agreement without City’s consent to its parent companies or any of their subsidiaries, to any person or entity who purchases operations from Contractor or as a collateral assignment to any lender to Contractor.

Rights or Benefits
Nothing herein shall be construed to give any rights or benefits in this Agreement to anyone other than the City and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party.

ARTICLE IX – OTHER PROVISIONS AGREEMENT

Equipment
Notwithstanding anything to the contrary in this Agreement or the bid documents, or otherwise, any equipment Contractor furnishes shall remain Contractor’s property. City shall be liable for all loss or damage to such equipment (except for normal wear and tear and for loss or damage resulting from Contractor’s handling of the equipment). City shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume) move or alter the equipment. City shall fully reimburse Contractor for any and all claims resulting from any injury or death to persons or loss or damage to property (including the equipment) arising out of City’s use, operation or possession of the equipment. City shall provide safe, unobstructed access to the equipment on the scheduled collection day. Contractor agrees to collect all carts and containers within 30 days of termination or expiration of this Agreement.

Right of Refusal
If Unacceptable Waste is discovered before it is collected by Contractor, Contractor may refuse to collect the entire container of waste. In such situations, Contractor shall contact City and City shall take appropriate action to ensure that such Unacceptable Waste is removed and properly disposed of. If any Unacceptable Waste is not discovered by Contractor before it is collected, Contractor may, in its sole discretion, remove, transport and dispose of such Unacceptable Waste at a location authorized to accept such Unacceptable Waste. City shall provide all reasonable assistance to Contractor to conduct an investigation to determine the identity of the depositor or generator of any Unacceptable Waste and to assist Contractor in collecting from the generator or depositor the costs incurred by Contractor in connection with the Unacceptable Waste, subject to City providing reasonable assistance to Contractor as set forth herein, Contractor shall release City from any liability for any such costs except to the extent that such Unacceptable Waste is determined to be attributed to City.

Title
Title to the Waste Material shall pass to Contractor when placed in Contractor’s collection vehicle. Title to, ownership of and liability for any Unacceptable Waste shall at no time pass to Contractor.

Force Majeure
Except for City’s obligation to pay amounts due to Contractor, any failure or delay in performance under this Agreement due to contingencies beyond a party’s reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance under this Agreement during the term of such event and for a reasonable time thereafter.

IN WITNESS WHEREOF, the City and the Contractor, acting herein by their duly authorized
WITNESSES

CITY OF BAY VILLAGE, OHIO
A Municipal Corporation of Cuyahoga County, Ohio.

Deborah L. Sutherland, Mayor

[Signature]

Feb 12, 2016

Date

Browning-Ferris Industries of Ohio, Inc.

Dave Kidder, Area Municipal Services Manager

[Signature]

Date
EXHIBIT A:
Definitions

"Bid" means a price submitted to the City in response to the Invitation to Bid for Residential Solid Waste Collection, Disposal and Recycling Services as described in the Bid Documents.

"Bid Bond" means a bond insuring the City and is issued to guarantee that if the Bid is accepted, a Contract for Residential Solid Waste Collection, Disposal and Recycling Services will be entered into by the Bidder with the City.

"Bidder" means a person, partnership, joint venture or corporation submitting a Bid to the City in response to the Invitation to Bid to provide Residential Solid Waste Collection, Disposal and Recycling Services.

"Bid Documents" means the documents prepared and furnished by the City. Bidders are to use the Bid Documents in the submission of all Bids. Bid Documents include: Legal Notice to Bidders, Instructions to Bidders, Bid Forms, Form of Contract and all attachments and Exhibits thereto.

"Bid Form(s)" means the forms provided by the City in the Bid Documents on which all Bids must be submitted.

"Bulky Waste" means any Solid Waste that is either, by weight or by volume, too large to be contained in a residential waste container and includes white goods, furniture, mattresses and other household items and appliances.

"City" and "City Hall" means the City of Bay Village, Ohio located at 350 Dover Center Road, Bay Village, Ohio 44140.

"Collection Vehicles" mean those vehicles used by the Contractor to collect Solid Waste and Recyclable Materials.

"Commencement Date" means the first day of the first week during which the Solid Waste Collection, Disposal and Recycling Services shall commence.

"Contract or Form of Contract" means the agreement for Residential Solid Waste Collection, Disposal and Recycling Services entered into by and between the Successful Bidder and the City.

"Contractor" means the individual or entity selected as the Successful Bidder and executes the Contract to provide the Residential Solid Waste Collection, Disposal and Recycling Services.

"Curbside" means that portion of the right-of-way adjacent to paved or traveled roadways, including the end of a driveway, curb line or alley line. It does not include non-dedicated streets or private driveways.

"Fuel Price Adjustment" means an increase based on the procedure specified in the Contract, in the cost of collecting Solid Waste and Recyclables and transporting those materials to a Solid Waste Transfer Station, Landfill, or Material Recovery Facility.

"Governmental Fees" means all federal, state and local fees, taxes and assessments upon the transfer and disposal of Solid Waste in the State of Ohio.

"Hazardous Waste" means waste defined as, or of a character or in sufficient quantity to be defined as, a "Hazardous Waste" by the Resource Conservation and Recovery Act, as amended, or any state or local laws or regulations with respect thereto, or a "toxic substance" as defined in the Toxic Substances Control Act, as amended, or any regulations with respect thereto, or any reportable quantity of a "hazardous substance" as defined by the Comprehensive Environmental Response,
Compensation and Liability Act of 1980, as amended, or any regulations with respect thereto. The term "Hazardous Waste" also includes any waste whose storage, treatment, incineration or disposal requires a special license or permit from any federal, state or local government entity, body or agency and any substance that, after the effective date of this Agreement, is determined to be hazardous or toxic by any judicial or governmental entity, body or agency having jurisdiction to make that determination.


"Invitation to Bid" means the request of the City for Residential Solid Waste Collection, Disposal and Recycling Services.

"Instructions to Bidders" means that portion of the Bid Documents that explains the background and procedures for submitting a Bid.

"Material Recovery Facility" or "Recycling Facility" means a facility that sorts and processes Mixed Recyclable Materials to prepare them for processing and remanufacture as a product sold in

"Notice of Award" means written notification that a Bid has been accepted by the City.

"Notice to Proceed" means written notice from the City to commence the Residential Solid Waste Collection, Disposal and Recycling Services.

"Recyclables" or "Mixed Recyclables" or "Recyclable Materials" shall include but not limited to Residential Mixed Paper, aluminum, steel and bi-metal cans, glass bottles and jars, PETE and HDPE plastic, and corrugated cardboard.

"Recycling Services" or "Recycling Processing Services" means the collection of recyclables and recycling processing services provided by a Material Recovery Facility of Recycling Facility.

"Resident" means the adult occupant, owner or tenant of a Residential Unit.

"Residential Unit" means all single-family and two-family residential dwellings.

"Residential Solid Waste Collection, Disposal and Recycling Services" means the collection at the curb of all Solid Waste and Recyclable Materials from all single-family dwellings and all multiple family dwellings which do not share a common entrance, within the City and, the disposal of the Solid Waste collected in a licensed Solid Waste Landfill and the processing of the Recyclable Materials collected at a Material Recovery Facility.

"Solid Waste" means unwanted residual or semi-solid materials resulting from Residential Units or community operations, but excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, non-toxic foundry sand, slag and other substances that are not harmful to public health. Solid Waste does not include any material that is an infectious or hazardous waste or Unacceptable Waste.

"Solid Waste Landfill" means an Ohio EPA permitted and licensed facility or facilities identified by the Successful Bidder to be used for the disposal of Solid Waste.

"Solid Waste Transfer Station" means the facility identified by the Successful Bidder to receive deliveries of Solid Waste from the City for the subsequent transportation to a Solid Waste Landfill.

"Successful Bidder" means the Bidder selected by the City to be responsive and the lowest and best Bidder in response to the Invitation to Bid.
"Term" means the duration of the Contract.

"64-Gallon Wheeled Cart" means a wheeled, rollout cart of approximately 64 gallons in capacity, capable of holding over 200 pounds, with an integrated closing lid, which can be used for automated, semi-automated or manual Recyclable Material collection by the Contractor.

"96-Gallon Wheeled Cart" means a wheeled, rollout cart of approximately 96 gallons in capacity, capable of holding over 300 pounds, with an integrated closing lid, which can be used for automated, semi-automated or manual Solid Waste collection by the Contractor.

"Unacceptable Waste" means highly flammable substances, Hazardous Waste (as defined below), liquid wastes, special wastes, certain pathological and biological wastes, explosives, toxic materials, radioactive materials, material that the disposal facility is not authorized to receive and/or dispose of, and other materials deemed by state, federal or local law, or in the reasonable discretion of Contractor, to be dangerous or threatening to health or the environment, or which cannot be legally accepted at the applicable disposal facility. Unacceptable Waste also includes those materials set forth in Section 5 of the Instructions to Bidders section of the RFP.


"Yard Waste" means grass clippings, leaves, twigs, branches, and other garden and/or yard refuse.
**Bid Form 4C**
**Option 4**

**Price Sheet**

**Government Containers**

<table>
<thead>
<tr>
<th>Contract</th>
<th>Period</th>
<th>Service Description</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bay Village City Hall &amp; Bay Village Service Center</td>
<td>Year 3</td>
<td>4-yard front loader dumpster (weekly)</td>
<td>$301.00</td>
<td>$361.00</td>
</tr>
<tr>
<td></td>
<td>Year 4</td>
<td>4-yard roll-off container (as needed)</td>
<td>$2,100.00</td>
<td>$2,520.00</td>
</tr>
<tr>
<td></td>
<td>Year 4</td>
<td>6-yard front loader dumpster (weekly)</td>
<td>$2,750.00</td>
<td>$3,300.00</td>
</tr>
<tr>
<td></td>
<td>Year 4</td>
<td>20-yard roll-off container utilized for street sweeping debris, brush debris and dead animals (as needed)</td>
<td>$1,000.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td></td>
<td>Year 4</td>
<td>4-yard front loader dumpster (weekly)</td>
<td>$1,500.00</td>
<td>$1,800.00</td>
</tr>
<tr>
<td></td>
<td>Year 4</td>
<td>2-yard front loader dumpster (weekly)</td>
<td>$1,000.00</td>
<td>$1,200.00</td>
</tr>
<tr>
<td></td>
<td>Year 4</td>
<td>6-yard front loader dumpster (weekly)</td>
<td>$2,500.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td></td>
<td>Year 4</td>
<td>8-yard front loader (Tuesday &amp; Friday)</td>
<td>$3,000.00</td>
<td>$3,600.00</td>
</tr>
</tbody>
</table>

**Total:**

(1) 40 Yard Dumpster, (2) 6 Yard Dumpster, (1) 20 Yard Dumpster, (1) 4 Yard Dumpster, (1) 2-Yard Dumpster, (1) 6-Yard Dumpster

*Indicate prices in dollars and cents to be charged for each service.*

---

**Year 1**

- 40 yard dumpster: $301.00 per month, $3,612.00 per year
- 20 yard dumpster: $2,100.00 per month, $25,200.00 per year
- 4-yard dumpster: $1,000.00 per month, $12,000.00 per year
- 6-yard dumpster: $1,500.00 per month, $18,000.00 per year
- 2-yard dumpster: $1,000.00 per month, $12,000.00 per year
- 8-yard dumpster: $3,000.00 per month, $36,000.00 per year

**Year 2**

- 40 yard dumpster: $301.00 per month, $3,612.00 per year
- 20 yard dumpster: $2,100.00 per month, $25,200.00 per year
- 4-yard dumpster: $1,000.00 per month, $12,000.00 per year
- 6-yard dumpster: $1,500.00 per month, $18,000.00 per year
- 2-yard dumpster: $1,000.00 per month, $12,000.00 per year
- 8-yard dumpster: $3,000.00 per month, $36,000.00 per year

**Year 3**

- 40 yard dumpster: $301.00 per month, $3,612.00 per year
- 20 yard dumpster: $2,100.00 per month, $25,200.00 per year
- 4-yard dumpster: $1,000.00 per month, $12,000.00 per year
- 6-yard dumpster: $1,500.00 per month, $18,000.00 per year
- 2-yard dumpster: $1,000.00 per month, $12,000.00 per year
- 8-yard dumpster: $3,000.00 per month, $36,000.00 per year

**Year 4**

- 40 yard dumpster: $301.00 per month, $3,612.00 per year
- 20 yard dumpster: $2,100.00 per month, $25,200.00 per year
- 4-yard dumpster: $1,000.00 per month, $12,000.00 per year
- 6-yard dumpster: $1,500.00 per month, $18,000.00 per year
- 2-yard dumpster: $1,000.00 per month, $12,000.00 per year
- 8-yard dumpster: $3,000.00 per month, $36,000.00 per year

**Year 5**

- 40 yard dumpster: $301.00 per month, $3,612.00 per year
- 20 yard dumpster: $2,100.00 per month, $25,200.00 per year
- 4-yard dumpster: $1,000.00 per month, $12,000.00 per year
- 6-yard dumpster: $1,500.00 per month, $18,000.00 per year
- 2-yard dumpster: $1,000.00 per month, $12,000.00 per year
- 8-yard dumpster: $3,000.00 per month, $36,000.00 per year

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11077386.10011379.0998
<table>
<thead>
<tr>
<th>Contract</th>
<th>Bay Village City Hall</th>
<th>(1) 4-yard front loader dumpster (weekly)</th>
<th>(2) 0-yard front loader dumpster (as needed)</th>
<th>(3) 20-yard front loader dumpster (weekly)</th>
<th>(4) 2-yard front loader dumpster (as needed)</th>
<th>(5) 8-yard front loader dumpster (weekly)</th>
<th>(6) 8-yard front loader dumpster (Tuesdays/Thursdays)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bay Village Service Center</td>
<td>40-yard roll-off dumpster (as needed)</td>
<td>(1) 40-yard roll-off dumpster (as needed)</td>
<td>(2) 0-yard front loader dumpster (weekly)</td>
<td>(3) 20-yard front loader dumpster (weekly)</td>
<td>(4) 2-yard front loader dumpster (weekly)</td>
<td>(5) 8-yard front loader dumpster (weekly)</td>
<td>(6) 8-yard front loader dumpster (Tuesdays/Thursdays)</td>
</tr>
<tr>
<td>Fire</td>
<td>40-yard roll-off dumpster (as needed)</td>
<td>(1) 40-yard roll-off dumpster (as needed)</td>
<td>(2) 0-yard front loader dumpster (weekly)</td>
<td>(3) 20-yard front loader dumpster (weekly)</td>
<td>(4) 2-yard front loader dumpster (weekly)</td>
<td>(5) 8-yard front loader dumpster (weekly)</td>
<td>(6) 8-yard front loader dumpster (Tuesdays/Thursdays)</td>
</tr>
<tr>
<td>Police</td>
<td>40-yard roll-off dumpster (as needed)</td>
<td>(1) 40-yard roll-off dumpster (as needed)</td>
<td>(2) 0-yard front loader dumpster (weekly)</td>
<td>(3) 20-yard front loader dumpster (weekly)</td>
<td>(4) 2-yard front loader dumpster (weekly)</td>
<td>(5) 8-yard front loader dumpster (weekly)</td>
<td>(6) 8-yard front loader dumpster (Tuesdays/Thursdays)</td>
</tr>
<tr>
<td>Bay Lodge</td>
<td>40-yard roll-off dumpster (as needed)</td>
<td>(1) 40-yard roll-off dumpster (as needed)</td>
<td>(2) 0-yard front loader dumpster (weekly)</td>
<td>(3) 20-yard front loader dumpster (weekly)</td>
<td>(4) 2-yard front loader dumpster (weekly)</td>
<td>(5) 8-yard front loader dumpster (weekly)</td>
<td>(6) 8-yard front loader dumpster (Tuesdays/Thursdays)</td>
</tr>
<tr>
<td>Casa Serena Mansion</td>
<td>40-yard roll-off dumpster (as needed)</td>
<td>(1) 40-yard roll-off dumpster (as needed)</td>
<td>(2) 0-yard front loader dumpster (weekly)</td>
<td>(3) 20-yard front loader dumpster (weekly)</td>
<td>(4) 2-yard front loader dumpster (weekly)</td>
<td>(5) 8-yard front loader dumpster (weekly)</td>
<td>(6) 8-yard front loader dumpster (Tuesdays/Thursdays)</td>
</tr>
</tbody>
</table>

Total of: 40 Yard Dumpster, 6 Yard Dumpster, 20 Yard Dumpster, 4 Yard Dumpster, 2-Yard Dumpster, 8-Yard Dumpster
**EXHIBIT C**

**Bid Form 4**  
**Option 1**  
**Price Sheet**  
6,250 Residential Units

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**Automated Collection of Solid Waste & Recyclables 1-Day Pick-up on Tuesdays**  
**Five-Year Contract with Three One-Year Options to Extend**  
**Automated Curbside Collection Services**

Price per residential unit per month to provide one 96-gallon or one 64-gallon wheeled cart for solid waste. A 32-gallon wheeled container, or other viable option, is available upon request. One 64-gallon wheeled cart for recyclables. Prices to include yard waste pick-up from April 15 to November 30, and one bulk pick-up day per month.

<table>
<thead>
<tr>
<th>Contract</th>
<th>Collection Cost Per Unit/Month</th>
<th>Total Collection Cost Per Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Solid waste, yard waste and recyclables</td>
<td></td>
</tr>
<tr>
<td>Year 1</td>
<td>$14.82 units/month</td>
<td>$1,111,500.00 Total/year</td>
</tr>
<tr>
<td>Year 2</td>
<td>$15.28 units/month</td>
<td>$1,144,500.00 Total/year</td>
</tr>
<tr>
<td>Year 3</td>
<td>$16.00 units/month</td>
<td>$1,185,000.00 Total/year</td>
</tr>
<tr>
<td>Year 4</td>
<td>$16.35 units/month</td>
<td>$1,226,250.00 Total/year</td>
</tr>
<tr>
<td>Year 5</td>
<td>$16.82 units/month</td>
<td>$1,268,000.00 Total/year</td>
</tr>
<tr>
<td>Option Year 1</td>
<td>$17.52 units/month</td>
<td>$1,314,000.00 Total/year</td>
</tr>
<tr>
<td>Option Year 2</td>
<td>$18.13 units/month</td>
<td>$1,359,780.00 Total/year</td>
</tr>
<tr>
<td>Option Year 3</td>
<td>$18.76 units/month</td>
<td>$1,407,000.00 Total/year</td>
</tr>
</tbody>
</table>

*Indicate prices in dollars and costs to be charged for each of the services*
representatives, have hereunto set their hands this day and year first above written.

WITNESSES

CITY OF BAY VILLAGE, OHIO
A Municipal Corporation of Cuyahoga County, Ohio.

Deborah L. Sutherland, Mayor

Feb 12, 2016

Date

Browning-Ferris Industries of Ohio, Inc.

Dave Kidder, Area Municipal Services Manager

Feb 22, 2016

Date