6:30 p.m. Public Hearing regarding Electricity Aggregation – Council Chambers

AGENDA

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

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

ANNOUNCEMENTS

COMMITTEE OF THE WHOLE

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Mace

Cooperative Service Agreement with United States Department of Agriculture, Animal and Plant Health Inspection Service (APHIS), Wildlife Services for 2019-2020 Deer Culling Program.

Bartlett Trees Service Contract for the Cuyahoga County Healthy Urban Tree Canopy Grant.

FINANCE & CLAIMS COMMITTEE-Tadych

IT Support – Contract Services (Second Reading of Ordinance at Regular Meeting this evening).

Refuse Collection Fee extension to year 2020.

September 2019 Financial Reports of the City of Bay Village.

Amended Appropriation Ordinance.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier

Transportation for Livable Communities Initiative (TLCI) Grant for Interurban Pedestrian Trail.

Master Plan – Commercial Code Update.

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-Stainbrook

Rosehill Museum Slope Stabilization Project.

Huntington and Longbeach Pump Stations Fire Alarm Installations.

2019 Pavement Marking and Striping Program.

RECREATION & PARKS IMPROVEMENT COMMITTEE- Winzig
Columbia Road Park – Location for the Metroparks Water Trail.

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-DeGeorge

MISCELLANEOUS

AUDIENCE

ADJOURNMENT

CAHOON MEMORIAL PARK TRUSTEES

Kiwanis Christmas Tree Sale – November 23 to December 16, 2019.

Motion to approve Rosehill Museum Slope Stabilization Project contract with Schirmer Construction Company, LLC.
City of Bay Village

Council Minutes, Committee Session  September 23, 2019
Dwight A. Clark, President of Council, presiding              Conference Room

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

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

Also Present:     Law Director Barbour, Finance Director Mahoney, Director of Public Service and Properties Liskovec, Police Chief Spaetzel, Fire Chief Lyons, Recreation Director Enovitch, Community Services Director Selig, Building Director Tuck-Macalla, Dennis Lekan, Ph.D., and John Bingaman, Bay Village Civil Service Commission.

AUDIENCE

Clare Banasiak.

ANNOUNCEMENTS

MISCELLANEOUS

Schedule of Civil Service Examinations

Mayor Koomar introduced Dennis Lekan, Ph.D., Chairman of the Bay Village Civil Service Commission, and John Bingaman, member of the Bay Village Civil Service Commission.

Dr. Lekan stated that Civil Service is an ancient practice, going back 2,000 years. The idea was to keep politics out of hiring, so that it is an honest way of staffing without favoritism. The job of the Civil Service Commission is to insure that it stays that way, and the hires are the best qualified and bypass any kind of political system for those in the classified service, which includes the police and fire personnel. In addition to Dr. Lekan, the Commission includes John Bingaman, a retired Captain of the United States Coastguard, who now works as a consultant. Tom Wynne is another member of the Civil Service Commission. Mr. Wynne is the Corporate Counsel for an Interlake Steamship Company.

Dr. Lekan stated that the Civil Service Commission has had a busy year. Early in the year an eligibility list and hiring for the position of Building Inspector was accomplished by the Commission. Immediately following, the Police Chief and Fire Chief requested new eligibility lists for the positions of Entry Level Police Officer, and Entry Level Firefighter, as well as promotional testing for the Police Department. An examination was held for Entry Level Firefighter on September 11, 2019. Applications numbered 171, with 154 appearing for the test. Early results indicate that 114 applicants passed and 40 applicants failed the test. Dr. Lekan explained that many of these applicants take the test to get experience with the test matter and
Committee Meeting of Council  
September 23, 2019

prepare themselves for testing in other communities. The more obvious reason for testing is if they score high in the top ten bracket, they have a good chance of getting hired. The eligibility lists created as a result of the testing remains in effect for two years. Dr. Lekan complimented the candidates who took the Entry Level Firefighter examination, noting that they are a fine group of young men and women. Fire Chief Lyons will have an excellent pool of candidates for the positions when they become available. Dr. Lekan was very prompt to thank them for their efforts in coming to take the examination.

The Ohio Association of Police Chiefs conducted a promotional examination for the positions of Police Chief and Police Lieutenant on Saturday, September 21. Dr. Lekan advised that this is an extremely rigorous, day-long assessment procedure. Results will be released shortly. Included in the group of five candidates, there are three who also applied for the position of Police Lieutenant. The examination included both positions of Police Chief and Police Lieutenant.

An Entry Level Police Officer test will be held on October 16, 2019, with 40 applications received to date. Applications will be accepted until October 11, 2019. Dr. Lekan noted that there is a much lower application number for the position of Police Officer, a situation which is occurring in most communities.

A Police Sergeant examination will be held on October 2, 2019, open to those within the rank of Patrolman of the City of Bay Village.

Dr. Lekan concluded his remarks by saying that he is very proud of the work of the Civil Service Commission over the years, which is indicated by the quality of the personnel in the Police and Fire Department. It speaks proudly of the process of the Civil Service Commission, and the assurance that the City is hiring only the best for these positions. Police Chief Spaetzel and Fire Chief Lyons take the time out of their busy schedules to speak to the academies that many of these entry level cadets attend to inform them of the upcoming tests.

Mr. Clark asked how often the testing material changes. Dr. Lekan stated that testing agencies can change the contents of the test at will, and customize to the city where the test is being conducted. An assessment test, which is given for promotions, is an all-day, face to face process which is given by professionals in the field who have interviewed the officials of the community where the test will be conducted to learn important facts about the city and the requirements of the administrative staff. Dr. Lekan’s 40 years of experience in testing is helpful in vetting the testing agencies, and he was impressed with the thought that went into the process.

Mayor Koomar complimented the quality and ethical practices Dr. Lekan, Mr. Bingaman, and Mr. Wynne bring to their roles in the Bay Village Civil Service Commission.

Mr. Clark, on behalf of the Bay Village City Council, thanked the Civil Service Commissioners for their service.

COMMITTEE OF THE WHOLE

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-Mace
Mr. Mace had no report this evening.

FINANCE & CLAIMS COMMITTEE-Tadych

IT Support – Contract for Services.

Mr. Tadych stated that the existing contract with Bailey Communications is a three year contract, now in its last year, with a proposal to enter into a contract for another three year period, through year 2022. The contract price is $33,000 annually, $99,000 for the three year period. An ordinance to be presented at this evening’s Special Meeting of Council is in the amount of $105,000 which includes 24 extra days comprised of two extra days per month to help with the transition of the Finance System. Finance Director Mahoney added that Windows 7 is going out of date which will mean additional computer assistance converting to Windows 10. Mr. Tadych noted that the contract doesn’t include the 24 extra days, although the ordinance does include those dates. Mrs. Mahoney stated that she was given two different contracts, one for $39,000 a year for three years, and she would just need $39,000 for one year. Mrs. Mahoney will ask Bailey Communications for a contract that matches the ordinance. The ordinance for Bailey Communications will be placed on first reading this evening. The two extra days per month fee is $250.00 per day.

Mr. Clark asked if the change to Windows 10 will require a change in cell phones to pick up City email. Mrs. Mahoney stated that a change will be required.

Mr. Mace asked Mrs. Mahoney if there was any overrun on the contract with Bailey Communications in the last three years. Mrs. Mahoney stated that if there was a specific project such as the updating of the switch for the IT room, it was done by separate purchase order. Otherwise, there were no additional charges or overrun of the contract.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier

Removal of Front-in parking from the Matters Pending before Council Committee list.

Ms. Maier will introduce a motion to remove the front-in parking elimination from the Matters Pending before Council Committee list. This project has been completed.

Extension of 60 days, to December 5, 2019, for the Planning Commission to review plans of the Cuyahoga County Library for a new Bay Village Branch Library.

Extension of 60 days, to December 5, 2019, for the Planning Commission to review plans of the Cahoon Memorial Park Multi-Purpose Facility.

Extension of 60 days, to December 19, 2019, for the Planning Commission to review plans for the Fire Department’s Water Rescue Boat Storage Facility.
Ms. Maier will introduce three separate motions for extensions of these current matters in front of the Bay Village Planning Commission

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-
Stainbrook

Lake Road Bridge Update.

Ms. Stainbrook confirmed with Director of Public Service and Properties that the Lake Road Bridge will open for traffic on Tuesday, September 24, 2019, after signage is installed and the traffic light is calibrated. This work will be done at the end of the school day when there is the least amount of traffic. The contract for the bridge is through the end of October with some minor finishing work still to be performed.

Ms. DeGeorge stated that there was concern expressed by residents that traffic has been trained to go a certain way, and now there will be whole other learning curve. The question was asked if there will be a sign stating “New Traffic Pattern” so that people have some warning as to the change.

Director of Public Service Liskovec stated that they posted signage, with the largest one at the Lake Road/Dover Center Road intersection. He will monitor with the Chief of Police to see if there are any issues with the other nearby intersections, but once people realize that we are back to normal the traffic will adapt naturally.

Mr. Mace asked if there will be any painting of the bike lane on Lake Road. Mr. Liskovec stated that this is something that will be taken care of next year. The plans were completed before anything was done with the bike lanes.

Mr. Clark commented that aesthetically the bridge looks outstanding. The old concrete was used as a barrier for erosion, and the grading looks outstanding.

Mrs. Stainbrook noted that while standing on the bridge sidewalks there is good sight to the Cahoon Cabin.

Mayor Koomar stated that the way the trail is going to go it will be near the cabin. There is an opportunity to create a standard for signage in the park and wayfinding, and include highlighting the legacy of the cabin and other interesting facts. Kathryn Kerber, Project Manager, has suggested the Inter-Urban Pedestrian Bridge be restored to bring forward some of the history and tell a story about the park. There is a path by Rose Hill that goes down a steeper grade, but in addressing the Historical Society last Thursday, some of the members expressed concern over the steepness and having another option for walking through the park. Mrs. Stainbrook noted the recent article in the newspaper about historical walks through the City.

Mr. Clark noted that he came across a document dated the last week of September, 2016, to then Mayor Sutherland that outlined the award for the bridge project for the City. Three years later, almost to the date, the new bridge will open.
RECREATION & PARKS IMPROVEMENT COMMITTEE- Winzig

Reese Park Pickleball/Tennis Court Project – Change Order to Contract.

Mr. Winzig will introduce an ordinance this evening at the Special Meeting of Council to approve the change order to the contract with Carron Asphalt for the Reese Park Pickleball and Tennis Court Project. Mr. Liskovec provided images for Council last week and followed that with a very detailed memo on the project, the additional costs, and the funding necessary. There will not be additional funds necessary to be appropriated.

Director Liskovec stated that the contractor is eager to resume the project. The excavation has been done and materials and supplies have been provided by the Service Department to reduce the need for additional funding for the remediation phase.

Mr. Clark stated that a letter from GEOSCI consultants dated August 26, 2019 regarding the project states that they highly recommend that a technician be on site to monitor the stabilization operations and to make any changes deemed appropriate.

Mr. Liskovec stated that an agreement is in place with a local Geo-tech firm. They have been working with the City crews as the excavation is being done. They will be called in as an extra set of eyes for the next phase of the construction.

Ms. Maier asked if all of the excavation work has been done. Mr. Winzig stated that the Service Department has been able to do much of the work, reducing the cost.

Mr. Clark asked about the completion date for the project. Mr. Liskovec stated that the completion date has been moved to next year. The largest component of the extension is the surface component which requires specific environmental conditions. Unless there are high temperatures running through the whole month of October, it is more likely that the surface will be completed early next spring.

Mayor Koomar noted that Mr. Enovitch did a nice job of providing temporary sites for the Pickleball activity. Mr. Enovitch advised that they were able to move the Pickleball program to Tri-City Park where there are Pickleball Courts. The City of Westlake was able to provide time for the program on Wednesday evenings.

LED Lighting for Aquatic Center Exterior – NOPEC Energized Communities Funding.

Mr. Winzig stated that this summer he met with Director Liskovec and Director Enovitch at the swimming pool and talked about the possibility of applying the Energized Community Program funds and reinvesting in the lighting at the pool. A recommendation was put together and a vendor identified who could provide products. A combination of the outside vendor and current staff will do the necessary work.
A memorandum from Mr. Liskovec to Council dated September 16, 2019, outlines the details of the project and the funding of $20,475 from NOPEC, and existing funds from the City’s pool fund and the Parks and Recreation Fund to meet the $33,780 estimate for replacing all of the existing fixtures.

Mr. Clark asked where else in the City there may be a benefit to having LED lighting.

Mr. Liskovec stated that they have been making strides in various locations, such as the Police Department, as time and money permits. Mayor Koomar stated that they have met with representatives from G.E. Lighting and subsidiaries. Director Liskovec has been in contact with them on options. There are residents in Bay Village that work for those entities, and are a good source of information. The Mayor stated that they are beginning to dabble in the street lighting arena, and will look at all avenues.

Mr. Mace commented that the lights at the basketball courts and tennis courts at Reese Park are on until 11 p.m. in the evening, and LED lighting at those courts would be a big improvement for that area.

Soccer Fields

The Mayor asked Mr. Liskovec to provide an update on the soccer fields. Director Liskovec stated that a meeting was held recently about appearance and play-ability, and a plan has been formulated to do a pilot project on the field south of the auxiliary parking lot. Ideas and conversations have taken place about steps to take. The major thing would be that once some work is done is to contain it in one field, and working over the next month break it up into a more manageable division of the park area. As the soccer fields turf gets abused, the goal is to get them restored and provide better field conditions and general park appearance over long term.

Mr. Liskovec stated that they have done slice aeration now, and then will switch over and do core aeration, which is deeper and more beneficial to the root system. A sand compost mix will be used for top dressing, and follow with slit seeding. Not all of the existing turf is in poor condition, so they will just try to enhance it with supplemental watering. The idea would be to have them playable for next year.

Mr. Enovitch stated that the goal would be to rotate field play section by section, utilizing the schools’ facilities and other green space in the City to host those games that will be lost on specific areas.

Mr. Liskovec displayed an image of the Fire Department Rescue Boat Facility superimposed in the location where it will be placed at the Bay Boat Club. Mr. Tadych asked if there will be gutters on the building. Mr. Liskovec stated that there are not gutters, but rain diffusers that disperse the energy.

Mr. Liskovec displayed an image of the exterior of the proposed Cahoon Memorial Park Multi-purpose Facility. As part of the new submission to the Architectural Board of Review, Sixmo...
Architects are adding vantage points to give people a frame of reference. An image showing both the new facility and the Community House was shown to indicate the blend of colors. Mayor Koomar noted that this photo had been requested by Mr. Jeff Foster, Chairman of the Planning Commission to show that the facility will be larger and have more presence in the park.

Mrs. Stainbrook stated that visuals like the ones shown are very helpful, and thanked Mr. Liskovec for providing these images.

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-DeGeorge

Ms. DeGeorge asked if there are plans for Laura Sherman of SES Energy to have a meeting with the public. The Mayor advised that a public hearing is scheduled for Monday, October 7, at 6:30 p.m. in the Council Chambers. The information is included in the Mayor’s City Newsletter, completed today. The newsletter advises that there is no action required by residents in the current city program with First Energy Solutions (FES) and small commercial customers will also be included under the new contract. No enrollment is required and no action is necessary to continue to save with the new program. The number 1-866-636-3749 is provided in the newsletter to receive information about the aggregation program.

Ms. DeGeorge stated that information from Bay Family Services has been provided to Council that summarize all of the calls and all of the things that Bay Family Services has done. Ms. DeGeorge asked if Bay Family Services ever does blind surveys with the teachers or families they have served to get feedback on their service. Mayor Koomar stated that he knows they do interact with those families, and he will seek further information in regard to Ms. DeGeorge’s question.

MISCELLANEOUS

Mr. Clark reported on the outstanding turnout of this year’s Homecoming Parade, with the opportunity for the City to show off the City’s new fire truck.

The League of Women Voters’ Candidates Night will be held on Wednesday, October 2 at the Middle School at 7 p.m.

AUDIENCE

There were no comments from the audience this evening.

There being no further discussion, the meeting adjourned at 8:05 p.m.

Dwight A. Clark, President of Council

Joan Kemper, Clerk of Council
COOPERATIVE SERVICE AGREEMENT
between
THE CITY OF BAY VILLAGE
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1

The purpose of this Cooperative Service Agreement is to allow for reimbursement of funds expended by the APHIS WS program while assisting the CITY OF BAY VILLAGE with their White-tailed Deer Management Plan as detailed in the attached work plan and financial plan.

ARTICLE 2

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 USCA 8353), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3

APHIS WS and the CITY OF BAY VILLAGE mutually agree:

1. The parties’ authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

CITY OF BAY VILLAGE:
Mark. A. Spaetzel
Chief of Police
28000 Wolf Road
Bay Village, Ohio 44140
Phone: (440) 871-1234
Fax: (440) 899-3478

APHIS WS:
Andrew J. Montoney
State Director
USDA, APHIS, Wildlife Services
4469 Professional Parkway
Groveport, OH 43125-9229
Office: (614) 993-3444
Fax: (614) 836-5597
2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be the CITY OF BAY VILLAGE or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by the CITY OF BAY VILLAGE, and the State Director.

3. APHIS WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

**ARTICLE 4**

The CITY OF BAY VILLAGE agrees:

1. To authorize APHIS WS to conduct direct control activities to reduce human health and safety risks and property damage associated with white-tailed deer populations on CITY OF BAY VILLAGE property. These activities are defined in the Work Plan (Attachment A). APHIS WS will be considered an invitee on the lands controlled by the CITY OF BAY VILLAGE. The CITY OF BAY VILLAGE will be required to exercise reasonable care to warn APHIS WS as to dangerous conditions or activities in the project areas.

2. To reimburse APHIS WS for costs of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B) on a quarterly basis. The final quarterly invoice will arrive approximately by the end of November 2020. The CITY OF BAY VILLAGE will begin processing for payment invoices submitted by APHIS WS within 30 days of receipt. The CITY OF BAY VILLAGE ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

3. To designate to APHIS WS the CITY OF BAY VILLAGE authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.

4. To notify APHIS WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.

5. APHIS WS shall be responsible for administration and supervision of APHIS WS personnel and APHIS WS activities.

6. There will be no equipment with a procurement price of $5,000 or more per unit purchased directly with funds from the cooperator for use solely on this project. All
other equipment purchased for the program is and will remain the property of APHIS WS.

7. To coordinate with APHIS WS before responding to all media requests.

**ARTICLE 5**

APHIS WS Agrees:

1. To conduct activities within the CITY OF BAY VILLAGE as described in the attached Work Plan.

2. Designate to the CITY OF BAY VILLAGE the authorized APHIS WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.

3. To invoice the CITY OF BAY VILLAGE for actual costs incurred by APHIS WS on a Quarterly basis, during the performance of services agreed upon and specified in the attached Work and Financial Plans. The final quarterly invoice will arrive approximately by the end of November 2020. APHIS WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provided under this Agreement and the CITY OF BAY VILLAGE shall have the right to inspect and audit such records.

4. To provide the CITY OF BAY VILLAGE an estimate of APHIS WS deer damage management expenditures prior to May 1, 2020.

5. To coordinate with the CITY OF BAY VILLAGE before responding to all media requests.

**ARTICLE 6**

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS WS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS WS funds for a finite period under a Continuing Resolution.
ARTICLE 7

APHIS WS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 8

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

ARTICLE 9

Nothing in this Agreement shall prevent APHIS WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 10

The CITY OF BAY VILLAGE certifies that APHIS WS has advised the CITY OF BAY VILLAGE that there may be private sector service providers available to provide wildlife management services that the CITY OF BAY VILLAGE is seeking from APHIS WS.

ARTICLE 11

The performance of wildlife damage management actions by APHIS WS under this agreement is contingent upon a determination by APHIS WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

ARTICLE 12

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the CITY OF BAY VILLAGE does not provide necessary funds, APHIS WS is relieved of the obligation to provide services under this agreement.
In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

CITY OF BAY VILLAGE’s Taxpayer Identification Number (TIN): 34-6000207

BY: _______________________________________  ______ _________________ 
    Paul Koomar            Date
    Mayor of the City of Bay Village
    350 Dover Center Road
    Bay Village, Ohio 44140
    Phone: (440) 899-3415
    Fax: (440)871-5751

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Tax Identification Number (TIN): 41-0696271

BY: _______________________________________   _______________________
    Andrew J. Montoney, State Director              Date
    USDA, APHIS, WS
    4469 Professional Parkway
    Groveport, OH  43125-9229
    Office: (614) 993-3444
    Fax: (614) 836-5597

BY: _______________________________________   _______________________
    Willie D. Harris     Date
    Director, Eastern Region
    USDA, APHIS, WS
    920 Main Campus Drive; Suite 200
    Raleigh, NC  27606
ATTACHMENT A
WORK PLAN

Introduction

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468; 7 USCA 8351-7 USCA 8352) as amended, and the Act of December 22, 1987 (101Stat. 1329-331, 7 USCA 8353). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

Purpose

To assist the CITY OF BAY VILLAGE with meeting the objectives of their White-tailed Deer Management Plan.

Planned APHIS WS Activities

This work plan is contingent upon an approved deer management plan between the CITY OF BAY VILLAGE and the Ohio Division of Wildlife, and the resulting permit issued by the Ohio Division of Wildlife and the issuance of any Bay Village Deer Control Permit (If applicable).

Through the implementation of management measures described below, APHIS WS will assist the CITY OF BAY VILLAGE with the sharpshooting and baiting portion of their White-tailed Deer Management Plan. These objectives are to help reduce damage and public safety threats caused by white-tailed deer in the CITY OF BAY VILLAGE.

APHIS WS employees will be used to assist with the baiting and sharpshooting portion of the White-tailed Deer Management Plan of the CITY OF BAY VILLAGE. WS will coordinate with the CITY OF BAY VILLAGE project coordinator to inspect, propose and certify baiting and shooting zones to be used. APHIS WS personnel will prepare and arrange any necessary deer damage management equipment. WS will conduct removal of white-tailed deer from the CITY OF BAY VILLAGE using rifles equipped with noise-suppression devices. WS will collect and transport whole carcasses to a predetermined CITY OF BAY VILLAGE facility and process deer (eviscerate/gut). WS will collect all data; live weight, sex, age, fetus counts. WS will obtain a processor/butcher to prepare and package the meat for donation to a charity of the CITY OF BAY VILLAGE’S choice. WS will invoice the CITY OF BAY VILLAGE as part of this agreement for a predetermined rate negotiated by WS with the processor/butcher for up to 40 deer. If more than 40 deer are requested for processing and available funds can not cover the cost, a written/signed revision to this agreement would be needed to cover those additional processor/butcher costs. WS will deliver deer to the processor/butcher the following morning after removal efforts. WS will conduct removal activities between November 1, 2019 and March 31\textsuperscript{st}.
2020. Every effort will be made to conduct removal activities during this time period but activities are contingent upon weather conditions and site availability.

At the request of the CITY OF BAY VILLAGE, APHIS WS will also conduct an aerial deer count (visual, non-FLIR) in January 2020 between the dates of January 6-24th on a first come first serve basis to determine a deer estimate for the city. This deer count will utilize an APHIS WS helicopter and pilot. Deer counts shall be conducted only when a WS helicopter is available for use and when APHIS WS deems enough snow cover is present for optimum results.

It shall be understood that if the APHIS WS helicopter and/or pilot becomes unavailable for any reason and/or weather conditions are not optimal for the survey during the designated survey period that the aerial deer surveys referenced in this agreement will not be conducted and would have to be rescheduled. This agreement does not guarantee an aerial deer survey will be conducted within the timeframe of this agreement, but all attempts will be made to conduct the aerial deer survey/s as long as the APHIS WS helicopter and pilot are available, weather conditions are optimal and adequate time is left within the deer survey period. In the event an aerial survey does not occur in the above mentioned timeframe a ground survey could be substituted and is subject approval by the cities authorized representative.

CITY OF BAY VILLAGE will be responsible for the following:

- Obtain Deer Permits from ODW and any other necessary authorizations naming APHIS WS as subpermittee.
- Provide a Project Coordinator during all phases of the project. The Project Coordinator shall be reachable via cellular phone during removal activities.
- Provide a centralized site for the storage of carcasses during nightly operations with the following minimum specifications: Enclosed garage or outbuilding with cement floor, drain, running water with standard hose connection, electricity and table or writing surface.
- Provide yearly white-tailed deer population estimates and/or other data measures i.e. DVA’s, Service Department pickup, etc.
- CITY OF BAY VILLAGE law enforcement shall verify that shooting areas are closed and empty of visitors ½ hour prior to removal operations (if applicable).
- CITY OF BAY VILLAGE law enforcement shall be available during removal operations and in direct communications with APHIS WS.
If permits or permission are needed the CITY OF BAY VILLAGE will obtain the permits or permission (WS WID forms and/or other) and provide a copy to APHIS WS prior to any sharpshooting activities.

CITY OF BAY VILLAGE shall arrange for donation of the meat and provide WS with that information to provide to the processor/butcher.

CITY OF BAY VILLAGE shall maintain records as required by ODW and report results to ODW and APHIS WS upon completion of the program.

Monitoring of Accomplishments
APHIS WS will provide a final annual report to the CITY OF BAY VILLAGE no later than April 30 of the removal year.

Effective Dates
The cooperative agreement shall become effective on **October 1, 2019** and shall expire on **July 31, 2020**.
ATTACHMENT B
FINANCIAL PLAN

Personnel Costs ................................................................. $ 13,216
Travel ................................................................. $ 0
Vehicle ................................................................. $ 821
Other Service ................................................................. $ 4,500
Supplies ................................................................. $ 500
Equipment ................................................................. $ 500
Subtotal (Direct Costs) ......................................................... $ 19,537

Pooled Job Costs ................................................................. $ 2,149

Indirect Costs ................................................................. $ 3,156

TOTAL ................................................................. $24,842

The distribution of the budget from this Financial Plan may vary as necessary to
accomplish the purpose of this agreement, but may not exceed $24,841. APHIS WS staff
may be compensated at regular time, night-time-differential, and/or overtime pay rates in
accordance with programmatic Directives to accomplish the purpose of this agreement.

Financial Point of Contact

CITY OF BAY VILLAGE: Renee Mahoney – Finance Director
350 Dover Center Road
Bay Village, Ohio 44140
Office: (440) 899-3432
rmahoney@cityofbayvillage.com

APHIS, WS: Virginia Green
4469 Professional Parkway
Groveport, OH 43125-9229
Office: (614) 993-3444
Fax: (614) 836-5597
Virginia.K.Green@aphis.usda.gov
OVERVIEW

1. Action Requested
   Approval to engage FA Bartlett Tree Expert Tree Company for data acquisition, data entry and management plan development for approximately 6,000 street trees, which will be GIS based.

2. Previous Action
   Application to Cuyahoga County and award of $50,000 from the Healthy Urban Tree Canopy grant program.

3. Background/Justification for Current Action
   The city is need of updated data on all publicly owned trees in order to develop a long term strategic management plan. Our current records are outdated (last inventory completed in 1997) and incomplete. In addition, the results of the inventory will also assist with the updating of the master street tree planting plan, which is dated 1998.

4. Financial Impact
   Appropriation of $50,000 from the General Fund in order execute the project and submit to the county for reimbursement

5. Implementation Plan
   Completion of county agreement, entry into agreement with contractor and scheduling project kickoff meeting

6. High-Level Timeline/Schedule
   Data collection and inspection within 60 days of agreement and delivery of management plan within 6 weeks following data collection (3-4 months total)
PROPOSAL FOR THE INVENTORY OF TREES AND MANAGEMENT PLAN
PARTNERSHIP AT THE CITY OF BAY VILLAGE

Offer To:
Mike Polinski
ISA Certified Arborist/City Arborist
Jonathan Liskovec
Director of Public Service and Properties
The City of Bay Village
350 Dover Center Rd.
Bay Village, OH 44140

Date: 3 October 2019

Introduction:
The F.A. Bartlett Tree Expert Company (Bartlett Tree Experts) is pleased to submit this proposal to perform an inventory and visual inspection of the trees at The City of Bay Village (The Owner) property in Bay Village, OH in order to assist the City with tree management. The Bartlett Inventory Solutions team of Bartlett Tree Experts has completed hundreds of tree inventories over the years, many being on corporate properties, campuses and municipal properties like yours. We bring a level of experience and professionalism that is unmatched in the industry.

Bartlett Inventory Solutions Inventory Arborists are able to enter several dozen attributes and arboricultural recommendations for each inventoried tree and/or shrub. Examples of the attributes and recommendations include tree size, condition, priority, pruning, soil management, and specialty services. Data collection forms are customizable to meet specific client needs.

Bartlett Inventory Solutions uses 2 types of Trimble® GPS receivers: GeoXT 6000 and Geo 7X. These systems incorporate 12 channel and differential receiver with EVERST & FLOODLIGHT technology to achieve meter or better accuracy. The system offers both real-time differential GPS (DGPS) and post processing options. Differential correction (either real time or post data collection) improves the reliability and accuracy of the collected data.

Work Specification:
This tree inventory and visual inspection service will include a report stating tree risk potential, and recommendations for mitigating the risks associated with certain trees. Such recommendations may include; the need for a more in-depth evaluation, structural inspection of the tree trunk, further inspection of roots/root flare, aerial inspection of the tree, pruning, installation of structural support systems, installation of lightning protection systems, soil management, pest management, or the need for tree removal. Physical tagging of each tree is included.
Schedule of Work:
Bartlett Tree Experts will perform the above referenced visual tree inspection service in a safe, professional manner. A separate proposal will be submitted for all recommended work.

Bartlett Tree Experts will coordinate all job planning and scheduling; equipment requirements, and work crew staffing and direction pertaining to safe, professional execution of this inspection service. Data collection and inspection can occur within 45-60 days of receiving a signed proposal. Delivery of a management plan and inventory will occur within 6 weeks of completion of the data collection and inspection.

Condition of Proposal:
Prior to conducting the visual inspections, the owner must recognize that evaluating the potential for tree risk and failure is not an exact science. While many factors will be considered during such an inspection including the extent of any defects, the species of tree, the tree characteristics, and environmental conditions, the owner must understand that all trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. The purpose of this inspection is to help the owner understand which trees appear to possess a higher degree of likelihood or potential for failure based on accepted industry practices; it is not meant to declare any tree to be “safe” or unlikely to be hazardous. As such, the Owner should not infer that any tree not identified as having a high or moderate degree of potential for failure is “safe” or will not fail in any manner.

All recommendations made by Bartlett Tree Experts will be based on the defects which are present and detectable at the time of the inspection, and the commonly accepted industry practices for reducing or minimizing the risks associated with the trees. Bartlett Tree Experts can make no guarantees or warrantees of any kind that all defects will be detected, nor can Bartlett Tree Experts accept any liability in any manner whatsoever for any damage caused by any tree on this property, whether the tree was inspected or not. Therefore, to the fullest extent permitted by law, the Owner agrees to indemnify and hold harmless Bartlett Tree Experts, its agents or employees, from and against all claims, damages, losses, and expenses, including reasonable attorney’s fees, arising out of or resulting from the performance of the inspection, evaluation, inventory, and the performance of any recommended work. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph.

Specific Scope of Work:
To individually inventory approximately 6,000 trees greater than 2 inches of diameter at 4.5 ft above the ground located on The City of Bay Village property (exact area of city to be determined upon approval). Exceptions include specific areas where groups of trees will be considered as one. Attributes collected for each tree will be as follows:
- Tree Botanical Name and Common Name
- Tree ID Number
- DBH*
- Condition Class (Good, Fair, Poor or Dead)
- Age Class (New planting, Young, Semi-mature, Mature, Over-mature)
- Height Class (Large, Medium, Small)
- Estimated canopy radius (+/-5 ft.)
- Root Zone Infringement (<25%, 25-50%, 51-75%, >75%)
- Soil Care (Root Invigoration™, Soil Rx)
- Tree Work Recommendations such as: Crown cleaning, Crown thinning, Crown raising, Crown reduction, Structural pruning, Tree removal, Cabling or brace rod installation, Lightning protection system installation
- Tree Care Priority (Priority 1, 2, or 3)
- Tree Defects such as: Dead and broken, hanging branches; Poorly attached branches and stems such as co-dominant stems; Poor architecture; Cracks in stems and scaffold limbs; Cankers and significant bark injuries in stems and scaffold limbs; Wood decay in stems and scaffold limbs; Root related defects including decayed, buried root flares, obvious soil disturbance within the critical root zone
- Observed Pests/Diseases
- Plant Health Care Recommendations
- Basic Tree Risk Assessment Information
- Tree Structure Evaluation Needs
- Estimated Value ($) (estimated based on data collected in the field)

* DBH (Diameter at Breast Height = 4.5 feet).

- Trees will be visually assessed following the ISA Best Management Practices for Tree Risk Assessment and/or applicable industry standards. The likelihood of failure, likelihood of impacting a target, and consequences of failure will be rated in the field to determine the overall risk rating. The overall risk rating assigned to the inventoried tree will correspond to the highest risk rating associated with the inventoried tree. This rating scale will serve to help the Owner or tree manager prioritize and schedule remedial treatments.

- Failure, potential, and risk cannot always be assessed by visual inspection from the ground. For some trees, more detailed analyses of decay and defects may be required. Where flare roots cannot be inspected due to soil and/or mulch covering the root flare, excavation will be recommended prior to providing a risk rating. A climbing inspection may be required to assess defects that are present in the upper crown. Climbing inspections, decay/defect, and root collar excavation will be recommended as needed and a cost estimate to perform these services will be provided as part of the initial report.
• Recommendations will be provided for each tree to assist the Owner with mitigating the risk to acceptable levels for each tree identified. Treatment considerations will include, but not limited to,
  o Removal of hazardous trees
  o Removal of hazardous branches, (cleaning)
  o Reduction pruning, thinning and raising
  o Treatment for borers, cankers and root diseases
  o Installation of supplemental structural supports,
  o Installation of lightning protection systems
  o Follow-up inspections and analyses.

• Visual Inspections will be performed and recommendations will be developed by ISA certified arborists who have had specific training in tree risk management.

• Risk Assessment to be considered valid and current at time and date of inspection.

Licensing Agreement:
Subject to the acceptance of, and terms and conditions of, this full proposal, Bartlett Tree Experts grants the Owner as Licensee (Licensee) a non-exclusive, non-transferable limited license to use the ArborScope™ web-based data application in an executable format for the Licensee’s own use for a three year period beginning upon the date of the delivery of the tree inventory, basic management plan, and mapping data. The Licensee may not, however, transfer or sublicense the ArborScope™ web-based data application to any third party, in whole or in part, in any form, whether modified or unmodified. This limited license does not convey any ownership rights of the source code, or rights to modify the source code in any manner to the Licensee. The use of the ArborScope™ web-based data application is licensed, not sold.

This limited license allows the Licensee to utilize ArborScope™ to interface with Google Mapping features to assist in managing the inventory information dynamically by displaying the data in tabular or geographic map views, keeping records, and documenting and displaying dedicated trees for organizational purposes. The Licensee must have and maintain a live internet connection, separately from this agreement, and utilize a recommended web browser to ensure optimum performance.

By accepting this agreement and limited license, the Licensee acknowledges that Bartlett Tree Experts retains the right to modify, change, or alter the ArborScope™ web-based data application, and to provide continual upgrades to the program. All such modifications, changes, alterations, and upgrades, during the initial three year licensing period specified, shall be at no additional charge to the Licensee. At the end of the initial three year licensing period specified, provided that the Licensee is not in breach of its obligations hereunder, the Licensee will have the option to renew the limited license for a cost of $1,500.00 for a subsequent three year period, and then $1,500.00 for each additional three year period thereafter for as long as the ArborScope™ web-based data application remains functional. If renewed, all subsequent modifications, changes,
alterations and upgrades during each renewal period shall be provided at no additional cost to the Licensee.

The Licensee understands and agrees that Bartlett Tree Experts will provide the ArborScope™ web-based data application on an “as is” basis without warranty of any kind, expressed or implied. The Licensee also understands and agrees that Bartlett Tree Experts cannot guarantee the accuracy of the data (both geographic and attributes) nor can it be held responsible for inaccuracies or omissions in the data.

The Licensee further understands and agrees that any damages based on the functionality of the ArborScope™ web-based data application will be limited solely and exclusively to the prorated licensing cost of the ArborScope™ web-based data application listed on this proposal. The ArborScope™ web-based data application function is separate and distinct from the scope and cost of the inventory service, management plan, and mapping data listed above.

**Schedule of Payment:** *(Please identify by initialing which options you would like to include):*

- Initial tree inventory, tree management plan, and mapping data for approximately 6,000 trees located on the property (Phase 1 Area to be determined upon approval of this proposal)..............................................................................................................$52,500

  **TOTAL $52,500**

**Additional Terms and Conditions:**
After reviewing the terms and conditions included with this document, please sign a copy and return fax to 614-239-7617, or email to cclink@bartlett.com. The original document should be retained for your reference. Should you have any questions or need further information, please contact our office 614-239-7558.

**Notice to Customer:**
You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this agreement. Such cancellation may be made without penalty, or obligation, and shall entitle you to a full refund of any money provided as a down payment for services. Should you choose to cancel this agreement, you may do so by mailing a copy of this proposal with the word “cancelled” with the date of cancellation and your signature, mail certified, receipt requested to the Bartlett Tree Experts office listed on the proposal, by delivering the cancelled proposal in person to the listed office, or by sending any other written notice of your cancellation to the listed office. All money received as a down payment shall be returned within thirty days of receipt of any notice of cancellation.

**Need for Future Inspections:**
It shall be the responsibility of the Owner to insure that future tree risk assessment inspections are conducted, by a qualified arborist, annually, or after any major weather event, in order to monitor and evaluate any changes in the condition of the risk associated with the trees on the aforementioned property.

Proposal Offered By:

_____________________________________           _____7-23-19_____

Signature of Bartlett Representative     Date

Proposal Accepted By:

_______________________________     ___           ___________     ___

Signature of Owner or Agent     Date
TERMS AND CONDITIONS

The following terms and conditions are part of the confirmation of work to be performed by Bartlett Tree Experts, and with the information on the preceding page(s) constitute the entire agreement.

Client is responsible for obtaining and paying for all required local permits.

Bartlett Tree Experts is insured for liability resulting from injury to persons or property, and all of its employees are covered under the applicable worker compensation insurances in each country of operation.

Client is responsible for identifying all known concealed structures, irrigation systems, underground lighting, pipes or utility lines. Bartlett Tree Experts shall not be held liable for damage to any undisclosed concealed hazards including but not limited to unmarked pipes, concealed structures or utilities.

Payment is to be received upon completion of the job and receipt of invoice. In the event the scope of work changes, Bartlett Tree Experts will be paid for all the items on the contract that have been completed. Any additional work performed requested by the Client will be billed on a time and materials basis. A service charge of 1 1/2% per month, which is an annual percentage rate of 18%, will be added to accounts thirty days after invoice date. If outside assistance is used to collect the account, the client is responsible for all costs associated with the collection including, but not limited to, attorney’s fees and court costs.

Client warrants that all trees and vegetation upon which work is to be performed are owned by the Client, or that authorization for the work has been obtained from the rightful property owner. The Client shall be responsible for compensating Bartlett Tree Experts for any and all damages collected against Bartlett Tree Experts by any third party demonstrating actual ownership of the trees and vegetation upon which the work is to be performed, regarding damage to or removal of trees or vegetation which the Client represents as their own.

Client shall provide free access to work areas for employees and vehicles and agrees to keep driveways clear and available for movement and parking of trucks and equipment during work hours. Unless otherwise specified in the agreement, Bartlett Tree Experts shall not be expected to keep gates closed for animals or children.

Bartlett Tree Experts assumes no liabilities or responsibilities for any cracking, breaking, puncturing, depressing, or any other damage to any driveway, patio, or other paved, bricked, stoned, concrete, or asphalted surface which may result from trucks and equipment being used to access the job site.

Client agrees to pay additional sums on a time and materials basis for any additional work required to complete the job caused by concealed contingencies such as concrete, foreign matter, stinging insect nests, rock, pipe or electrical lines, or any other condition not readily apparent in estimating the work specified, or any delays resulting from unanticipated interruptions outside the control of the Bartlett Tree Experts.

Stumps from tree removal will be cut to within approximately twelve inches above ground level, and stump grinding or removal is not included, unless otherwise specified on the front of this Agreement. Wood will be left on the premises where lowered and dropped and will be cut into firewood length (approximately 16 to 24 inches lengthwise) unless specified otherwise on the front of this Agreement. Splitting, moving or hauling of wood will be performed only if specifically stated in this Agreement.

Bartlett Tree Experts is not liable for light fallen debris, such as sawdust, small branches or sap on cars, furniture, landscaping, or other objects located under or near the vicinity of the tree being worked on. Client assumes all responsibility for removing such objects from the work area.

Both the Client and Bartlett Tree Experts agree to attempt to work out any disputes regarding this agreement through direct negotiation and/or mediation prior to seeking any other available legal remedy.

Trees inherently pose a certain degree of hazard and risk from breakage, failure or other causes and conditions. Recommendations that are made are intended to minimize or reduce such hazardous conditions. However, there can be no guarantee that efforts to discover or correct unsafe conditions will prevent future breakage or failure, nor can there be any guarantee that all hazardous conditions have been detected. The client should not infer that a tree is safe either because work has been done to reduce risk, or because no work has been recommended on a specific tree.

Client understands that all tree support systems, such as cabling and bracing devices, as well as lightning protection systems, must be inspected annually, or after any major weather event, by a qualified arborist, to ensure the system’s condition, position and/or grounding integrity. It is the responsibility of the Client to make sure that each system is inspected and maintained by a qualified arborist.

Bartlett Tree Experts will be responsible for the proper application of any plant health care material or formulation it uses that is commonly used in the business to control a specific problem on trees, shrubs, or plants, but will not be responsible for any unforeseen or abnormal reaction resulting from the use or application of any spray formulation.

GAS-18L PA (7/09)
Transporation for Livable Communities Initiative  
Stamped Engineer's Line Item Estimate  
City of Bay Village  
Western Interurban Pedestrian Bridge Approach Path  
In Cahoon Park  

October 1, 2019

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Unit</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Cost</th>
</tr>
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Subtotal - Construction Cost $92,550  
Construction Contingency $9,000  
Construction Engineering $4,500  
Total Construction Cost $106,050  

Engineering & Design $8,500  
Right of Way $0  

TOTAL ESTIMATED PROJECT COST $114,550  

Donald Bierut, PE  
City of Bay Village Consulting Engineer
OVERVIEW

1. Action Requested
   - Adjustments to appropriations as outlined below:
     - Appropriate from General Fund Trees $50,000 in reference to Urban Tree Grant that was awarded to the City.
     - Appropriate from the Pool (Fund 520) $20,450 for NOPEC lighting grant.
     - Appropriate from Public Improvements Fund 495 additional $14,040 to complete Rose Hill project
     - No request for appropriations yet at this time but potentially need an increase in General Fund buildings due to roof repair at Fire Department ($17,607) and increase for General Administration Capital due to a needed switch in the IT room ($4615). Administration will try to manage to current available funds but wanted Council to be aware in the event an added appropriation will be needed in the year end clean up ordinance.

2. Previous Action
   - Cuyahoga County Urban Tree Grant is a newly awarded grant.
   - Council approved contract for pool lights on September 23. NOPEC grant amount needs to be added to enable expenditure of grant proceeds.
   - Council previously appropriated $165,000 from fund 400 General Capital and $88,715 from Fund 495 Public Improvements. Total amount submitted by bid is $267,200 + $555 for advertising which is $13,040 short from total previous appropriations.

3. Background/Justification for Current Action
   - Please see further information from Director Liskovec concerning the Tree Grant and Rose Hill projects.

4. Financial Impact
   - No additional financial impact to the City for the Tree Grant or NOPEC Grant. Additional appropriation of $14,040 from Public Improvements is available in the fund balance of $1.3m.
# Transporation for Livable Communities Initiative

**Stamped Engineer's Line Item Estimate**

**City of Bay Village**

**Western Interurban Pedestrian Bridge Approach Path**

**In Cahoon Park**

October 1, 2019

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Subtotal - Construction Cost $92,550  
Construction Contingency $9,000  
Construction Engineering $4,500  
Total Construction Cost $106,050  

Engineering & Design $8,500  
Right of Way $0  

**TOTAL ESTIMATED PROJECT COST** $114,550

Donald Bierut, PE  
City of Bay Village Consulting Engineer
City of Bay Village
Memorandum

Date: October 2, 2019

To: Jon Liskovec, Director of Public Services and Properties

From: Curtis J. Krakowski, CSI, CDT
Infrastructure Manager

Re: Bid Results for the 2019 Pavement Marking & Striping Program

The City of Bay Village issued proposal requests to contractors to bid on the re-striping of various streets within the City. The bids were due Thursday, September 26, 2019. The roads that are scheduled to be striped include Lake Road, Wolf Road, Columbia Road, Cahoon Road and West Oviatt Road.

The City received two bids during this time. The complete Bid Tabulation is attached. The “Lowest Responsive and Responsible Bidder” was ARL, Inc. (American Roadway Logistics, Inc.) who submitted a bid of $23,968.90. Their bid was considered complete and provided all the required qualifications and references that were requested. I contacted them to discuss their bid and confirm their understanding of the project’s requirements and the City’s expectations of quality and scheduling.

Based on our review of the apparent lowest bid and my conversation with them and their references, it would be our recommendation to award the Contract to ARL, Inc. for $23,968.90. It is their intention to begin their work as soon as possible and be complete by October 31, 2019, weather permitting. There is a $5,000.00 Contingency included in this total to be used at the City’s discretion during the project. Any unused Contingency will be credited back to the City at the completion of the project.

If you have any questions or comments, feel free to let me know.

CC: Paul Koomar, Mayor
Mark Barbour, Law Director
Renee Mahoney, Finance Director
Don Bierut, P.E., Consulting City Engineer
File
## CITY OF BAY VILLAGE
### Bid Tabulation
#### 2019 Pavement Marking & Striping Program
##### September 26, 2019

<table>
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<tr>
<th>Company</th>
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<th>Overall Total with $5,000.00 Contingency</th>
<th>Comments</th>
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<td>9</td>
<td>642</td>
<td>24&quot; TRANSVERSE LINES (YELLOW)</td>
<td>2,690</td>
<td>L.F.</td>
</tr>
<tr>
<td>10</td>
<td>642</td>
<td>24&quot; TRANSVERSE LINES (WHITE)</td>
<td>770</td>
<td>L.F.</td>
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<tr>
<td>11</td>
<td>642</td>
<td>ISLAND MARKING (YELLOW)</td>
<td>650</td>
<td>S.F.</td>
</tr>
<tr>
<td>12</td>
<td>100</td>
<td>CONTINGENCY</td>
<td>1</td>
<td>L.S.</td>
</tr>
</tbody>
</table>

TOTAL COST FOR ALL ITEMS (INCLUDING CONTINGENCY): $23,968.90

AMERICAN ROADWAY LOGISTICS

(COMPANY NAME)

9-9-19

(DATE)
# CITY OF BAY VILLAGE
## 2019 PAVEMENT MARKING & STRIPING PROGRAM
### UNIT PRICE PROPOSAL FORM

<table>
<thead>
<tr>
<th>REF. NO.</th>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>ITEM COST</th>
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<td>$5,000.00</td>
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</table>

**TOTAL COST FOR ALL ITEMS (INCLUDING CONTINGENCY):** $27,766.00

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_A&A Safety, Inc.

(Company Name) 9/6/19

(Date)
LAKE ROAD (5.30 MILES)
CAHOON ROAD (0.90 MILES)
COLUMBIA ROAD (0.60 MILES)
WOLF ROAD (4.20 MILES)
WEST OVIATT ROAD (0.20 MILES)
CITY OF BAY VILLAGE
AGENDA REQUEST
OCTOBER 2, 2019

OVERVIEW

1. Action Requested
   Approval and award of contract to Schirmer Construction Company for the Rosehill Museum Slope Stabilization project

2. Previous Action
   Advertisement of project with revised engineering, scope and budget.

3. Background/Justification for Current Action
   Previous bid results were $491,985 for the improvement as originally designed, which was $336,474 over the original engineer’s estimate. The project was not awarded and further investigation and development was needed to provide a more reasonable solution to the slope issue. Plans were redeveloped and a new scope and budget was provided. The project was then advertised at $244,226 and one contractor submitted a bid. Please see memo from Don Bierut of Chagrin Valley Engineering regarding the recommendation of contractor.

4. Financial Impact
   Additional appropriation of $14,040 from fund 495

5. Implementation Plan
   Enter into contract with contractor and schedule pre-construction meeting

6. High-Level Timeline/Schedule
   Construction to begin in early December with completion by mid-January of 2020
OVERVIEW

1. Action Requested
   Approval to engaged Silco Fire and Security for the installation of a fire alarm system at Huntington and Longbeach pump stations for a fee of $20,503.00

2. Previous Action
   Funding approved in 2019 budget for the fire alarm system

3. Background/Justification for Current Action
   There currently is no fire detection system in either lift station. These stations are large enough to have staff occupy the space for maintenance purposes for extended periods of time and are critical to waste water operations which in turn warrants the need for fire detection.

4. Financial Impact
   Expense of $20,503.00 as appropriated in the 2019 budget

5. Implementation Plan
   Execution of contract

6. High-Level Timeline/Schedule
   30 – 60 days from execution of contract
City of Bay Village
Memorandum

Date: September 26, 2019

To: Jon Liskovec, Director of Public Services and Properties

From: Donald Bierut, PE
City Engineer

Re: Bid Results for the Rosehill Structural and Retaining Wall Repairs – Rebid

The City of Bay Village advertised for contractors to bid on the Rosehill structural and retaining wall repair project. The bid was due September 19, 2019.

The project was publicly advertised for a total of five weeks, which is longer than the normal bid period. During that time, one contractor submitted a bid. The advertised bid amount was $245,000.00.

The only and “Lowest Responsive and Responsible Bidder” was Schirmer Construction Company, LLC who submitted a bid of $267,200.00. Even though their bid was the only one submitted, it was within 10% of the advertised estimate, considered complete and provided all the information that was requested. I contacted them to discuss their bid and confirm their understanding of the project’s requirements and the City’s expectations of quality and scheduling.

Based on our review of their bid and my conversation with them and their references, it is my recommendation to award the Contract to Schirmer Construction LCC for $267,250.00. They plan on starting work in early December and be substantially complete by January 15, 2020.

If you have any questions, please do not hesitate to contact me.

Respectfully,

Donald Bierut, PE

cc: Paul Koomar, Mayor
    Mark Barbour, Law Director
    Renee Mahoney, Finance Director
    Curtis Krakowski, Infrastructure Manager
City of Bay Village 8/29/19
Huntington and Longbeach Pump Stations
ATTN: Jon

Silco Fire & Security is pleased to provide you with a proposal for fire alarm for your pump stations. This is a turnkey solution that includes all conduit, trenching, cabling, programming and training. There will be conduit between the buildings and they will both be monitored by one fire panel which will reside in the Huntington Station. The conduit will be surface run on the back side of the barrier. If desired, customer can backfill the trench we create or we will fill it with sealant.

Components
1 addressable fire alarm panel
1 Cellular Communicator
1 Annunciator (kepad)
9 Heat Detectors
7 Horn/Strobes (6 will be outdoor rated)
7 Pull Stations (4 will be outdoor rated)
Power supply (for horn/strobes in Longbeach station)
17 Monitor Modules
Stamped drawings with submittals to the city of Bay Village

LOT Cable, Conduit, Labor, Programming, Training

Total $20,503.00 Plus permit (permits are provided at a pass through cost)

If two smoke beams (Huntington) are desired for additional protection it would be $2574 additional

Customer to provide power for panel and power supply

Monitoring $50.00/month
Annual Inspections as required $250/year
Service agreement (optional) $90.00/month

All billing is quarterly
Sincerely,

Lorie Schraner
Security and Fire Consultant

Terms & Conditions

1. Payment Terms:
   - 50% down payment with order (Must be received before equipment is ordered)
   - 50% upon completion (Must be received before final test)
2. The quoted price is valid for 60 days and does not include tax and permit cost. Silco will provide design, submittal package, permitting, installation, project management, testing and final acceptance testing with the local authority having jurisdiction. The quoted price does not include premium time installation (outside of Silco’s normal business hours) or union / prevailing wage labor.
3. For water based fire protection systems, it is the customer’s responsibility to consult with their engineer/architect, insurance company, fire department, and any other Authority Having Jurisdiction to confirm the occupancy and commodity storage classification Silco has been requested to design to is correct and meets their design requirements.
4. Silco will provide a pre-installation meeting on site to review installation procedures, schedules, safety issues or other items as needed. This proposal is based on Silco technicians having complete access to the facility. If sufficient access is not available, Silco will inform the customer and an alternate plan will be established.
5. The control panels will need a dedicated 120VAC circuit (customer responsibility). Interlocks, fan shutdown and/or damper activation circuits (if applicable), monitoring and other auxiliary functions are not included in the quoted price. Silco will provide dry contacts located inside the control panel for interlocks.
6. For total flood clean agent fire suppression systems, sealing of room is critically important; it must be sealed well enough to hold the required agent concentration for a specified period of time. The quoted price does not include sealing of the hazard (sealing/caulking penetrations, door closers, door sweeps, etc.). One “Door Fan Room Integrity Test” is included to verify if the room is sufficiently sealed to meet fire code requirements.
7. If the system is to be monitored by Silco’s Monitoring Center, then Silco’s annual monitoring agreement will be required. The customer needs to provide a contact call out list including contact names and phone numbers. If phone lines are going to be used for monitoring, they need to be POTS phone lines (not VOIP). Customer is required to install RJ31X jack(s) upstream from any phone system in compliance with NFPA 72 and extend phone line(s) from DMARC to the fire alarm communicator location.
8. Shipment of equipment can be made in approximately 30 days within receipt of order. Silco cannot guarantee the delivery date of the equipment. We are subject to our supplier’s inventory and stock. In order to process the equipment order and installation, the down payment is needed as soon as possible.
9. Installation will start upon approval of plans by authority having jurisdiction. Silco will notify the customer when permit has been issued.
10. Revisions to original approved design will be billed separately, including any AHU required changes.
11. Upon completion, Customer is responsible for verifying the work completely fulfilled the scope of work and for notifying Silco in writing of any additional items believed to be needed to fulfill the scope. Customer acknowledges that all system configuration and policy decisions are solely those of Customer and that Customer is solely responsible for the administration of the system, including inspection, testing, and maintenance.
12. Silco warrants that in the event any equipment installed by Silco becomes defective within 90 days from the date of installation, Silco shall replace or repair the defective equipment without charge to the customer. REPAIR AND REPLACEMENT AS STATED HEREFIN IS THE SOLE AND EXCLUSIVE REMEDY. For this warranty to remain valid, the customer must complete the inspections, testing, and maintenance required by the manufacturer and NFPA. For Ansul clean agent fire suppression systems, see Ansul’s terms and conditions regarding Ansul’s Environmental and Evergreen Warranties.
13. LIMITATIONS OF LIABILITY: Silco is not an insurer. The amounts payable to Silco are based upon the value of the services and the scope of liability herein and are unrelated to the value of the Customer’s property or property of others located in the premises. No suit or action shall be brought against Silco more than one (1) year after the accrual of the cause of action. In case of any claim or loss, Customer and Silco mutually agree that their respective insurance companies shall have no right of subrogation against the other on account thereof. If Silco is found negligent or otherwise liable for any goods sold and/or work performed, then Silco’s liability shall be limited to a maximum of $10,000, and this liability shall be exclusive; upon request and with payment of an additional fee this maximum liability can be increased and the increased limit will be set forth in a letter provided by Silco. Silco shall not be liable for any claims for any improper and/or imperfect performance based on the failure of any system to function effectively due to causes beyond the control of Silco, such as wear and tear, tampering, changes to the protected areas, failure of Customer to authorize modifications or repairs or conduct required or recommended inspection/testing/maintenance, intentional and/or violent acts of third parties against Customer’s employees, students, or others on the premises, and faulty design/installation by others.
14. WARNING & ADDITIONAL LIMITATION OF LIABILITY: All Fire Suppression Systems create noise prior to and during a system discharge. Recent incidents have found certain computer equipment, including hard drives, may be sensitive to noise, and in some cases has resulted in data loss/corruption and/or physical hard drive damage. For more information see the section titled Protection of Spaces Containing Hard Drives at www.silcofs.com/terms. Silco shall have no liability for damages caused by noise, vibrations, or water. This limitation of liability applies regardless of the cause of the system discharge, including an accidental discharge caused by a Silco employee or representative.

15. If the Customer approves Silco to proceed with this proposal, whether by signing below, approving verbally, approving by email, issuance of a purchase order, or other means of approval, it shall be deemed as Customer’s acceptance of the entire proposal including these Terms & Conditions. Silco hereby objects to any additional or different terms or conditions contained in Customers’ purchase order, agreement, acknowledgement, or other Customer document that has been issued or will be issued. Silco’s Terms & Conditions shall control the obligations of the parties and supersedes all prior representations, understandings, or agreements between Silco and the Customer, both written and oral.

16. If Customer and Silco have signed or signs in the future Silco’s alarm system monitoring agreement, then the terms and conditions of that agreement shall govern for any services listed in that Agreement.

17. In any suit or action by a third party, Customer agrees to defend, indemnify, and hold harmless Silco to the fullest extent permitted by law.

18. If any provision of these Terms & Conditions is found by a court or other competent authority to be void or unenforceable in whole or in part, these Terms & Conditions will continue to be valid as to the remainder of the affected provision and all other provisions of these Terms & Conditions.

19. The laws of Ohio shall govern the validity, enforceability, and interpretation of these Terms & Conditions.

To accept this proposal, please sign below and return a copy to our office.

______________________________                    ________________
(Signature)                                                                    (Date)

______________________________
(Title)