AGENDA

Agenda, Bay Village City Council
Committee Meeting
Conference Room, Bay Village City Hall
David L. Tadych, Vice President of Council, Presiding

Date: March 2, 2020
Time: 7:00 p.m. ***New Time***

ANNOUNCEMENTS

COMMITTEE OF THE WHOLE

Appointment of Debra Jesionowski to the Tree Commission for a three year term expiring March 2, 2023.

Reappointment of Kevin Krol to the Architectural Board of Review for a three year term expiring March 2, 2023.

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-DeGeorge, Tadych, Maier.

Division of Police; Codified Ordinance Section 129.02. (Second Reading and Consideration of Adoption of Ordinance No. 20-21 at Regular Meeting of Council this evening.)

FINANCE & CLAIMS COMMITTEE-Tadych, Winzig, Kelly, Clark.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier, DeGeorge, Stainbrook.

Land Lease Agreement for Bay Village Branch of Cuyahoga County Public Library. (Second reading and Consideration of Adoption of Ordinance No. 20-22 at Regular Meeting of Council this evening.)

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-Stainbrook, Maier, Kelly.

Transfer Ramp Rehabilitation Project.

RECREATION & PARKS IMPROVEMENT COMMITTEE-Winzig, DeGeorge, Tadych.

Donation of Office Furniture to Recreation Department.

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-Kelly, Stainbrook, Winzig.

MISCELLANEOUS/AUDIENCE

ADJOURNMENT

CAHOON MEMORIAL PARK TRUSTEES

Library Land Lease Agreement.

Permission to the Bay Village Green Team to hold Shredding Day on June 6, 2020 from 9 a.m. to 12 Noon, and Habitat for Humanity Pick Up on June 6, 2020 from 9 a.m. to 3 p.m., both events to be held at the Bay Village Police Station.

City of Bay Village

Council Minutes, Committee Session
David L. Tadych, Vice President of Council, presiding

February 24, 2020
Conference Room

Vice President of Council Tadych called the meeting called to order in the Conference Room of Bay Village City Hall at 7:00 p.m.

Present: DeGeorge, Kelly, Maier, Stainbrook, Tadych, Winzig, Mayor Koomar.

Excused: Mr. Clark.

Also Present: Law Director Barbour, Finance Director Mahoney, Police Lieutenant Palmer, Fire Chief Lyons, Director of Public Service and Properties Liskovec, Community Services Director Selig, Recreation Director Enovitch, Building Director Tuck-Macalla, Pat Thornton, architect, Sixmo, Inc.

AUDIENCE

Clare Banasiak, Conda Boyd, Jackson Parsson, Simon Medza.

ANNOUNCEMENTS

Mayor Koomar announced that on February 17, 2020, sixteen trees were removed in the Metroparks by First Energy, hopefully boding well in the prevention of power outages.

A shredding day is scheduled for Saturday, June 6 from 9 a.m. to 12 Noon, along with the Habitat for Humanity collection from 9 a.m. to 3 p.m. at the Bay Village Police Station.

The administration has been working on upgrading the soccer fields at Cahoon Memorial Park. One plan is to bring in a fair amount of soil to provide better drainage. City Engineer Don Bierut has been asked to provide site elevations of what that would look like relative to the street level, as a starting point. Another option that is being worked through by Mr. Bierut, Director of Public Service and Properties Liskovec, and the Soccer Club is starting soccer season closer to the beginning of May, due to rain and wet fields. They have worked with the Soccer Club and the schools about closing sections and rotating sections to have the fields mature more. It is unrealistic to start soccer in April and go through October and expect grass to be grown November through March. Working with Avon Lake, they are also looking at alternative sites at Walker Road Park.

Mr. Tadych asked if the soccer season will be extended since the beginning of the season will start later. Mayor Koomar stated that the season will be extended. In the past, the idea was to end the soccer season in June. With school ending at the end of May, that would not be the case.

COMMITTEE OF THE WHOLE

Library Land Lease Agreement Update.

Mr. Barbour commented that a draft of the library land lease agreement has been circulated. A telephone meeting was held today concerning the easements. The easement language was changed late this afternoon, and the change in the language will be circulated on Tuesday, February 25. Technical engineering discussions have been held regarding the locations of the easements, and whether they were permanent or temporary. The signature page has also been changed to add the names of the Cahoon Memorial Park Trustees.

Ms. Conda Boyd advised that she had sent a note to the administration last year about the deferred maintenance on the existing library building. There is $1.427 million that was estimated in 2016 to be deferred at that point. Ms. Boyd asked what is in the new lease, versus the old lease, about what kind of condition the library must be in when it is turned over the City and can they defer maintenance creating a large repair bill for the City.

Mr. Barbour stated that the building would be turned over "broom clean" similar to the existing building. Mayor Koomar stated that when the building assessment was done they looked at things like replacing the alarm system.

Ms. Boyd stated that the numbers she quoted were for the HVAC system and structural things in the building that would have to be done if the City wanted to turn the building over to another use. She asked if Council and the Mayor feels it is fair that the library could just let the building run down and turn it over to the City.

The Mayor stated that an analysis was done of the HVAC system. The building was looked at last fall, and the building was walked through with the Law Director and Building Director to determine items that need to have improvements and maintenance while the library is still operating the building. They are in agreement with doing that as well as some patching of the driveway, seal coating and tuck pointing to maintain the building while they are operating in the building. The architect brought someone in to look at the HVAC system. While any system over its useful life slows down, the items were in good operating condition. There was nothing that would be not operating within a year's time.

Ms. Boyd stated that she is concerned about what protection the City has relative to the new building, and whether the library is under obligation to maintain the new building.

Mr. Barbour stated that the existing library building was built through a bond issuance by the City. The Cuyahoga County Library System, with funds provided by Cuyahoga County taxpayers, is paying for the construction cost of the new library. It is reasonable to rely upon the library to maintain their building because they are the ones that will be using it. There is nothing you could put into the lease that would be equitable that would force them to do millions of dollars' worth of repair on a building that we did not pay for. Mr. Barbour noted that these are his thoughts as someone who participated in the negotiation. The old library was paid for by the City. The land for the new library is being leased to them at virtually no cost, but the City gets the benefit of the library in our community. This seems like a reasonable trade-off.

Ms. Maier stated that there is a section in the lease for repairs and maintenance if they are required to maintain the building. It is assumed that this means through the entire life; they would not be able to let deferred maintenance accrue. It is relying on them to wanting to have a building that is functional and up to us to hold them to task.

Ms. Boyd stated that she would expect that the Council would hold them to task. Mr. Barbour stated that there are property maintenance inspections. They are a public entity, and they have a constituency that makes sure they are taking care of their buildings. Specifically, there is no language in the lease that says certain maintenance must be done each year.

Ms. DeGeorge stated that some residents have had the feeling that once the library knew they were going to build a new library they let some things slide. There is a paragraph in the lease for the new building that says the tenant shall keep the premises in reasonably good condition and repair during the term, including but not limited to repairs to interior, exterior, and structure, and all mechanical systems, as well as mowing of grass, care of shrubs, and general landscaping. The fear of the residents is that if the Cuyahoga County Library Board realizes they are leaving, their opinion of keeping it up and the City's opinion might be two different things.

Mr. Barbour stated that this would be the same under any lease, unless you specifically laid out that you are going to appoint a third party to conduct an inspection to the satisfaction of the landlord. In going through this, it does not look as though the library would agree to that. The City received a lot of substantive matters that the City wanted; matters that were much more important than the condition of a 99 year old building might be in the scheme of things.

Mrs. Stainbrook stated that Page 8, Paragraph 17, Letter (b) Ownership of Improvements; Surrender states that at the end of the term, tenant may remove all personal property and trade fixtures. With the old lease, do we know what to reasonably expect they will be removing? Will they be removing cabinets and fixtures, etc.? Is it two different things because it is our building? With the new lease, the tenants can remove all personal property and trade fixtures. In the old building (existing building), when we take it over in a year and a half, what do we expect it will look like on the inside?

Mr. Barbour replied that he has not read the old lease in a while, so he does not know what it says. Ms. DeGeorge asked if Council can receive a copy of the old lease. Mr. Barbour stated that he will send Council the old lease. He noted that they are two very separate things.

Mrs. Stainbrook noted that on Page 12, Paragraph 25, Sale of Improvements of Remainder Term of Lease, it states that the tenant shall not have the right to sell the improvements and remainder of the term of this lease without prior review and approval of the landlord which shall not be unreasonably withheld, and her concern is what shall not be unreasonably withheld. Anything would be an unreasonable expectation on their part.

Mr. Barbour stated that is why there are courts. Everybody is expected to act reasonably under the law. That is the standard that gets applied. The reason this language is in there is if in the future, a future that we can't forecast, something changes with the way the library functions, e.g.,

they no longer have the same number of branches and they come to the City, or a non-profit gets created, and they want to transfer their building and their leasehold to another entity to run the library and it would be called a "private" library, like Porter, Lakewood, and Rocky River. There needs to be language to allow them to transfer this piece of property but it has to be a use that is consistent with the language that is in the Cahoon Will, and it has to be consistent with the park use that is mentioned in the lease. If there is any question about that, then it has to go to Probate Court to be approved, such as the lease with the skate park.

Ms. Maier stated that this relates back to the paragraph regarding subletting that goes through the ancillary or consistent use of the library. Mr. Barbour stated that is a lease of the premises as opposed to a sale of the premises, and that would have to be approved the same way if they wanted to retain their leasehold but they wanted someone else to run it, a different entity that runs a library, or some other use that is consistent with the Cahoon Will. Cahoon Park is zoned First Residence District. There is a limit to the number of things that can be there. There are some conditional uses, which are public municipal buildings, public museums, public library, and one or two other things. It is limited on several fronts as to what they could do with this if they decided they didn't want to have a library, as we see a library now. But, there could be circumstances that we don't see that change the way the library is, such as the formation, the format, the ownership on their end, or the way they conduct business. They could be merged with the Cleveland Public Library or there could be a state-wide library system. All libraries could be independent or private in twenty-five years, or it could stay exactly the same as it is right now. There needs to be flexibility created on their part in return for getting them to build at their cost a multi-million dollar facility.

Ms. DeGeorge noted that Page 1 states that the Ground Lease, by and between the City of Bay Village, and asked why it states the City of Bay Village as opposed to the Cahoon Memorial Park Trustees. Mr. Barbour stated that he and Mr. Ebert had a lengthy discussion about that, and he also spoke to the lawyer for the library. The Council people are operating Cahoon Memorial Park, pursuant to the will of Ida Maria Cahoon, holding it in trust. There is no independent trustee. The only way you can control the park is by being elected as the Mayor or a member of City Council for the City of Bay Village. There is no independent trust document; there is no trust of Ida Maria Cahoon that is created. The will creates it. Council members cannot function as trustees unless they are a Council person, and you can't function as a Council person or the Mayor outside of the City of Bay Village. It is one and the same. We draw a distinction all the time between the trustees and Council, but it is a legal fiction. The City of Bay Village is the same thing as Council acting individually, because Council cannot act individually as a Council person or trustee, they can only act under the City of Bay Village. The lease is going to be recorded, and for the consistency of the parcels, the title company may require that we add the trustees. That would be the only exception and possible change. Council members are designated as trustees by the virtue of their elected offices. There is no independent trust document that gives the title of trustee.

Ms. DeGeorge asked if the construction site will be fenced, beginning with the demolition of the Bayway Cabin. Mr. Barbour stated that there will be a fence around the site, similar as to what

was around the excavation site of the condominiums at the former gasoline station site on Wolf Road.

Ms. DeGeorge stated that in January of 2018 when there was a library meeting, a resident asked the life expectancy of the building. Sari Feldman of the Cuyahoga County Library Board at that time said between thirty and forty years. A lot of people took that to mean the structure itself, but we have determined that she meant the way libraries function, e.g., how the insides change and uses change, and to Mr. Barbour's point earlier about what might happen with libraries in the future.

Mr. Barbour stated that if you walk through the old library, structurally, it is able to function as a library which looks like a long time still, but, based on his view, the reason they are building a new branch is they feel that the way patrons use libraries and the things that libraries offer can all be better handled through a new building, e.g., wiring, layout, more meeting rooms, technology is way more available, etc. Mr. Barbour stated that his estimation of the life expectancy of the building is for their particular use, not the fact that they are going to build a building that is no longer standing on year forty-one.

Ms. DeGeorge stated that on Page 5 of the Ground Lease there is a large paragraph about taxes. The Cuyahoga County Public Library does not necessarily pay taxes, therefore, what would this section refer to should that change? If, for some reason, they were beholding to pay something, and they didn't, by human error, or another reason, how would that affect the City?

Mr. Barbour stated that the first paragraph of Paragraph 7, Taxes, says they are exempt from real estate taxes. If something happens that they are no longer exempted from the taxes, they will pay them but will have the right to dispute and contest the amount and the reasoning. We are not limiting them to contesting their tax bill or the legality of them losing their exemption.

Ms. DeGeorge asked the question that should something arise that they are beholden to pay a tax and they don't, how does that affect the City, or does that go through the same process as anyone else should the same error occur.

Mr. Barbour stated that it says they can be forced to pay taxes under protest to prevent foreclosure. The paragraph states that nothing shall be construed as to allow such items to remain unpaid for such length of time as shall permit the premises or any part thereof to be sold by governmental, city or municipal authorities for non-payment of the same; and if, at any time, in the judgment of the Landlord reasonably exercised, it shall become necessary to do so, the Landlord, after written notice to the Tenant, may, under protest pay such monies. The City would pay the taxes and the Cuyahoga County Public Library would have to pay the City back. The City would not allow it to go to default.

Ms. DeGeorge asked about shared parking and the responsibility for snow removal. Mr. Barbour stated that in the shared parking, which is the overflow lot, the City would be responsible for maintenance of that lot. Ms. Maier asked if this will be included in the easement language.

Mr. Barbour stated that the library needed that lot to get a number of spaces. The City agreed to let them use it and the City will keep the maintenance of the lot. The fact of the matter is that the City does not plow it now, and the time it is used is in the summer. The parking lots that are inside the leasehold, inside the diagram, are the responsibility of the library. The only exception will be is be easements through there for utilities, some of which are the City's, e.g., a water line, fiber optic communications line. If the City has to go in and repair, the property will have to be restored back to its original condition.

Ms. DeGeorge asked if it would be prudent to include in the exhibits a copy of the Cahoon Will.

Mr. Barbour stated that he does not think that is necessary because it is referenced. It would be incumbent upon the library if they wanted it included. If there is an interpretation that has to take place, the final determination is not going to be made by either party. It is going to be made by the courts. Things are attached that lay out where the easements are, where the leasehold is, the legal description, etc. The will would not be of any benefit. Everyone is bound by it. They are not in a position to interpret it. It won't be casually interpreted by somebody in the field trying to determine where an easement is, or the water pipe is so they can dig. It is not that kind of document. Mr. Barbour does not feel it necessary to attach the will.

Mr. Kelly stated that his only remarks are in respect to Page 2, Tenant's Construction. (a). Mr. Kelly was contacted by the chair of the Tree Commission with respect to the language in terms of removing any trees and shrubs. This body will recall that there was the prior report, the advisory report from the Tree Commission with respect to the various trees that are there, and efforts to try and preserve whatever can be preserved. That has been discussed at some length, but Mr. Kelly at least wants it noted because, on behalf of that body, they expressed some concern that this seems to give carte blanche to the library to do as they will with respect to anything within that zone.

Mr. Barbour stated that within the leasehold they do have the right to remove trees. That subject was discussed in the Planning Commission. There is a landscaping plan as to what will be planted at the conclusion when the construction is done. The Tree Commission was able to weigh in on that. Some of the trees that were in there were memorial trees and families of the person in whose name they were planted have been contacted and arrangements have been made to harvest the trees and do something with the wood that the family approved of, in a respectful way. It is true that within the leasehold they will have to take down trees, specifically the large tree that is right next to the Recreation Department entrance, and the large evergreens will be taken down. It is necessary to get the building built, and it was discussed at the Planning Commission with the Tree Commission weighing in.

Ms. Maier stated that the question is more can you point to the agreement that was made in the Planning Commission of which trees to save. This one seems to override that to say that anything within their leasehold they would be able to clear.

Mr. Barbour stated that it has to be consistent with the landscaping plan submitted.

Ms. Maier asked if that would be something that would clarify it, to add it, since it is talking about construction, trees and shrubs consistent with the landscaping plan approved by the Planning Commission.

Mr. Barbour read the section that states "provided Tenant shall comply with all applicable laws, ordinances, administrative rules and regulations." We would argue that the Planning Commission's decision making process and their approval would be what that is exactly.

Ms. DeGeorge asked if that would be beholding them to what Council and the administration talked about two weeks ago where, as landscape dies, they have to replace it and not just let it become barren on the land.

Mayor Koomar stated that it is very similar to the Middle School. The Middle School had a landscaping plan, they had some trees die off and based on the plan that received approval they went back and replanted.

Ms. DeGeorge agreed, but noted that there is nothing to hold the library to maintain the landscape plan or replace as necessary.

Mr. Barbour stated that there is not that specific language in the lease, but you could argue when you make that representation in your landscaping plan, barring some kind of unforeseen change, you will stay with that plan which will include replanting.

Mr. Winzig noted the comment on Page 6, Number 9 Repairs and Maintenance, which references repairs to the interior, exterior, and structure, all mechanical systems, as well as mowing of grass, care of shrubs, and general landscaping.

Ms. DeGeorge stated that this refers to repairs and maintenance, but not replacement.

Mr. Barbour stated that unlike a corporate entity that is interested in maximizing profit and may not necessarily care about the way a particular institution or installation looks, the library is going to have a different view of how they conduct business.

Ms. DeGeorge asked if the library sees fit to do the upper deck, will they have to go back before the Planning Commission or get permits, or, since the base is already there, they can do what they want with it.

Mr. Barbour stated that they would have to get a permit because it is construction. The Planning Commission documents contain the upper deck as an alternate, so they would not have to go back to the Planning Commission unless the dimensions substantially changed.

Mr. Tadych stated that the roads in the park are not normal roads that you would find throughout the City. During the construction process, if those roads or our new parking lot are damaged by any of the trucks coming in and out, are they liable?

Mr. Barbour stated that they will make a construction entrance off of Wolf Road. We do not anticipate a lot of construction traffic on those park roads.

Mr. Tadych stated that trucks will go where they want to go. He would like to know if the City is covered. Are we going to end up with something like what the trucks did to Sunset? Those were heavier trucks, and hauling stones, but are our lots safe?

Mrs. Stainbrook asked if they will be using Bryson Lane.

Mr. Liskovec stated that per their plan the construction entrance will be off of Wolf Road. It is laid out in the plans.

Mayor Koomar stated that the City can always do a pre-construction billing as a safeguard.

Mr. Tadych stated that a little damage goes a long way. It is a major concern.

Ms. Maier stated that on Page 2, Paragraph 2. Tenant's Construction, (b) it is talking about the construction of the library and the amenities, it says the Tenant shall be responsible for any demolition of existing buildings on the library parcel. The intent was that on the shared parking area it probably wouldn't have any demolition work, but should it also read that there is demolition of existing buildings and any necessary parking. Should the parking be added, or would it be a gray area where it is assumed that the City would do the demolition.

Mr. Winzig stated that Paragraph 2 (a) may cover the demolition of the parking lot.

Mr. Barbour stated that the library is going to perform all of the work, including excavation and grading. That would include the parking lot. The parking lot is not really a fixture; a fixture is something that is constructed or installed that is used by the occupant as opposed to a roadway. Mr. Barbour stated that he can add that demolition of the parking lot if Ms. Maier thinks it necessary but he does not think it is going to be a problem.

Ms. Maier stated that on Page 4 of the lease, Paragraph 5 (a), iii, there are missing quotations prior to the word "Permitted."

In Paragraph 18 of the lease, the word "complimentary" needs to be spelled "complementary."

Mr. Winzig stated that the opening paragraph on the front page of the lease contains the address of the Cuyahoga County Public Library, but with no zip code.

Ms. DeGeorge stated that Page 6, Section 8 (b) should be "mutually" agreed.

Mr. Tadych stated that on the drawing of the property there is an easement for sewers to the north. He asked if that water line easement is going to be fenced in. It is outside the property that is outlined in the diagram.

Mr. Liskovec stated that the water line easement outside the bounds is due to the water line being relocated. In order for the library to put in their storm water management structure, which is the bio-swale west of the parking lot, they must excavate and provide a depression in the ground which would interfere with the water. Therefore the water main is going to be relocated around that structure and the space beyond their limits is needed to tie back in. It is a short term easement. There is also a sanitary connection which will be a long term easement. It is underground.

Mr. Barbour recommended that the ordinance approving the lease be placed on first reading this evening. The Library Board will meet on Tuesday, February 25, 2020 to consider the execution of the lease. In talking with their attorney, Mr. Barbour does not anticipate any changes on their end in the substantive language.

The action required for approval of the Cahoon Memorial Park Trustees, on the agenda for the trustees' meeting this evening, will be noted as discussed during tonight's meeting. Approval by the trustees will be scheduled simultaneously with Council approval of the ordinance.

Mr. Barbour acknowledged the work of Mr. Gary Ebert. Mr. Ebert started the lease in the first go-around and did a tremendous job on behalf of the City, both while he was the Law Director and now. Mr. Barbour publicly thanked Mr. Ebert for his help and publicly acknowledge the attorney for the library, Brian Moore at the Roetzel and Andress law firm. Mr. Moore was wonderful to deal with, everything went very well, and Mr. Moore was very cooperative, making suggestions but they were all within the bounds of reasonable. Mr. Moore did yeoman's work as well and should be publicly acknowledged.

ENVIRONMENT, SAFETY AND COMMUNITY SERVICES COMMITTEE-DeGeorge, Tadych, Maier.

Division of Police; Review of Codified Ordinance Section 129.02.

Ms. DeGeorge will introduce an ordinance this evening at the Special Meeting of Council amending Section 129.02, Division of Police. The ordinance will be placed on first reading and is due to the hiring of the School Resource Officer, changing the number of patrol officers in the complement of the Police Department from sixteen to seventeen.

FINANCE & CLAIMS COMMITTEE-Tadych, Winzig, Kelly, Clark.

Mr. Winzig had no report for the Finance Committee this evening.

PLANNING, ZONING & PUBLIC GROUNDS & BUILDINGS COMMITTEE-Maier, DeGeorge, Stainbrook.

Ms. Maier stated that the ordinance approving the lease for the library will be placed on first reading this evening.
Overlay Zoning Update.

Ms. Maier reported that meetings have been held with the Planning Commission, and a final time line for additional meetings is being developed and will be communicated out to Council when it is finalized. Mr. Barbour is reviewing the time line to make sure it is consistent with public hearing requirements. The overlay zoning matter will be completed by Council before summer recess.

Audience member Conda Boyd stated that she heard that the idea of having an Electric Vehicle (EV) Charging Stations as part of the zoning overlay was brought up but shot down.

Mrs. Maier stated that the EV Charging Station was discussed as to whether it was appropriate for the scale of the development and if it should be worked into the code. It was determined that it was unsure if it would make the most sense to put it into the code. The Planning Commission would have some latitude in approving an EV Charging Station. There was discussion that it would be something for the developer of a residential part of the development to know what their audience wanted. Mr. Russell of Concord Consulting advised the Planning Commission of one of the developments he had worked on where there were no EV stations. After requests from residents, three EV stations were installed.

Mr. Winzig added that it also had to do with the number of parking spots. If the developer built additional property that would impact additional parking and would allow for the developer to make recommendations.

Ms. Maier stated that when it comes up before the Planning Commission for development if it is a certain scale, it might be something for the Planning Commission to consider.

Ms. Boyd stated that she thinks it is important for the Planning Commission to encourage. We have a commitment to being a green city and it is a simple way to further that commitment. Ms. Boyd noted that she has EV charging capability at her home. She noted further that if you want people to come to the business district that would be an attraction. There are grants and tax incentives that could cover the initial cost of an EV Charging Station. It is a relatively inexpensive way for the City to promote its dedication to being a green community.

Ms. Maier stated that they did talk about language regarding the purpose of the zoning overlay to strengthen some of the green aspects of best management practices for storm water and other things, getting into the overall purpose and making sure that we had the opportunity to both educate and provide those options, especially knowing how close the potential development sites are to the creeks and how close we are to the lake. We felt that was something that was strong and important to work into the purpose of the zoning overlay.

PUBLIC IMPROVEMENTS, STREETS/SEWERS/DRAINAGE COMMITTEE-
Stainbrook, Maier, Kelly.

<u>2020 Pavement Maintenance and Resurfacing Contract – Review of Bids.</u>

Mrs. Stainbrook reported that Chagrin Valley Paving was the lowest and best bidder for the 2020 Pavement Maintenance and Resurfacing Contract. The best bid from Chagrin Valley Paving is $533,378.00. Based on the bidding, the work will include Alternate Bid 1 and Alternate Bid 2, bringing the 2020 Paving Project to $734,353 of the budgeted $750,000 for this year's work.

Director of Public Service and Properties Liskovec has advised that bids will be opened for the Longbeach Paving Project and the Sunset Paving Project on Thursday, February 27, 2020.

Mr. Winzig asked about the sealant after construction. Mr. Liskovec stated that last year they worked through the 2017 paving projects, and are working on the 2018 paved streets this year. When those are completed they will begin the sealing on the 2019 streets. The ultimate goal would be to close the gap and eventually the sealant would be built into the current paving process.

Cahoon Memorial Park Multiuse Facility Update.

Mr. Pat Thornton, architect of Sixmo, Inc. displayed elevations of the Cahoon Memorial Park Multiuse Facility. The project has been cleared through the Planning Commission and the Architectural Board of Review. The scope of work has been established and a professional estimator has been engaged to be close to a potential bid. The process included incorporating work by City Service Department personnel to keep the cost down.

Mayor Koomar stated that initially the estimated cost was in the $450,000 range. With the capabilities the Service Department has for stone and cement work, they were able to get the estimated cost down to $375,000 which is still more than anticipated. The agreement with the state for funding was requiring some things that were in conflict with the Cahoon Memorial Park Will. Representative Dave Greenspan is reviewing this with former Law Director Ebert to try to navigate through the contract for the funding. The funding from the state is in the amount of $130,000.

Mr. Tadych asked the type of problems with the state. Mr. Barbour replied that the state has a requirement when they pay funds in this particular fashion that the state maintain an interest in the property to prevent default until there is compliance with the terms of the agreement. The City could not give them that.

Mr. Winzig asked if the interest in the property was the mission for the structure. Often times the requirement from the state is that the grant funds are provided for the fulfillment of what that building is intended to do, either recreation or service.

Mr. Barbour stated that it was simply that the terms of this particular funding arrangement required that the State of Ohio maintain a right to occupy and use the premises in the event of a default. Mr. Barbour called the Ohio Department of Natural Resources, talked to their counsel and explained the Cahoon Park and how it works. We did not know this until we received the paper work which we did not have until the project was far along. Mr. Barbour explained

everything to the ODNR counsel and he said that the State of Ohio Bond Counsel requires that the state maintain some form of interest in these kinds of projects so when they let bonds in general they basically have assets to back them up. They tried to post a bond for the period until the term ends.

Mrs. Stainbrook asked if the legal aspects are navigated and the funding is obtained, are we still looking at needing another $245,000.

Mrs. Mahoney stated that there is $230,000 in the budget - $75,000 from the City and $130,000 from the state. An additional $125,000 would be needed.

Mayor Koomar noted that we are still trying to manage projects. The Rose Hill Museum Stabilization Project came in lower. We want to wait for the bids to come in for the Sunset Project.

Mr. Tadych stated that originally the Rose Hill bid was much higher and for a longer period of time than anticipated. He asked if we renegotiated the value of their work.

Mr. Liskovec stated that the contingency in the amount of $20,000 for the project did not need to be utilized. There was also a $5,000 savings at the end of the project.

Mr. Tadych asked if we are satisfied with the results of the work at the Rose Hill Museum.

Mr. Liskovec stated that the work was done in accordance with the engineer's specifications and should work. The Mayor stated that the structure will be monitored over the next several years, which he has communicated to the Bay Village Historical Society. He noted that the foundation is over 200 years old.

The Cahoon Multiuse Facility project is ready to go to bid, contingent upon working through the funding. The Mayor is hoping for an answer within the next two weeks, one way or the other.

RECREATION & PARKS IMPROVEMENT COMMITTEE-Winzig, DeGeorge, Tadych.

Mr. Winzig advised that the Community House is in the process of being rewired for the occupation of the building by the Recreation Department.

Mayor Koomar noted that the preparations for the Recreation Department move will be done in the next week or so.

Mr. Winzig reported that spring maintenance work is scheduled for athletic fields in the parks including Walker Road Park, and Cahoon Park. Equipment for the Bradley Road Playground has been delivered, is being assembled, and Mr. Liskovec and Mr. Enovitch are working on installation plans. The good weather has helped to make the work possible. The Dunn family continues to reach out to the community to raise funds for this project.

SERVICES, UTILITIES & EQUIPMENT COMMITTEE-Kelly, Stainbrook, Winzig.

Mr. Kelly had no report this evening.

MISCELLANEOUS/AUDIENCE

There were no comments from the audience.

ADJOURNMENT

There being no further business to discuss the meeting adjourned at 8:07 p.m.

David L. Tadych, Vice President of Council

Joan Kemper, Clerk of Council

Debra Jesionowski

Bay Village, OH 44140
dajesionowski@gmail.com

(440) 429-4894 (c)
https://www.linkedin.com/in/dajesionowski

SUMMARY

Information Services professional with solid skills and experience in a corporate library and technical information center. Comprehensive information management experience as an active member of Technology and Engineering platforms and project teams. Expert research analyst with strong background in business and technical research, and materials selection for sustainable product design. Results-oriented and process-driven leader with expertise in:

- Information Management
- Content Development
- Literature Research
- Data Analysis
- Competitive Intelligence
- Project Management

PROFESSIONAL EXPERIENCE

JTEKT North America (Westlake, OH)

JTEKT North America, part of JTEKT Corporation, manufactures a broad range of products under three brands: JTEKT Automotive Systems, Koyo Bearings and Toyoda Machine Tools.

Business Analyst (part-time) 2016-2017

Part-time data analysis position in support of sales and business development.

Vita-Mix ® Corporation (Olmsted Township, OH)

Vita-Mix ® Corporation ("Vitamix") is a private, family-owned and-operated company founded in 1921 that manufactures high-performance blending equipment for home and commercial use.

Secondary Analyst, Business Insights 2013 - 2015

Key Achievements

- Developed and managed a research resources portfolio of relevant business and industry publications, databases and service providers for Business Insights and global colleagues in the Household and Commercial business.
- Provided research for Product Management innovation and brand extension team projects.
- Identified potential strategic partners and business development opportunities.
- Created and implemented search strategies and alerts to track relevant industry trends and competitive intelligence.
- Published and socialized key consumer trends and insights for strategic planning and annual sales meetings.

Energizer Holdings, Inc.

Energizer® Holdings, Inc (ENR) is a consumer goods company operating globally in the broad categories of household and personal care products..

Energizer Library/Technology Information Center (Westlake, OH)
Staff Information Specialist 2004 - 2013
Information Chemist - Information Specialist - Senior Information Specialist 1994 - 2004

Key Achievements

- Researched technical and business topics for global Energizer colleagues. Analyzed and summarized results in multiple report formats per customer requirements. Developed search strategies and alerts to track relevant industry trends and competitive intelligence.
- Consulted on information management projects for multiple Technology programs. Designed Microsoft SharePoint portal solutions for internal document collections. Trained users on efficient processes for accessibility to relevant internal and external research reports.
- Led a cross-divisional team of technical and business development professionals to develop an enterprise-wide discovery and analysis strategy. Identified, evaluated and recommended product candidates and solutions. Product recommendation implemented for evaluation.
- Provided significant research support to corporate legal staff on Intellectual Property research projects: patent infringement, prior art, expert witness research, and marketing claims and advertising substantiation. Evaluated and recommended patent analysis tools and technology landscape strategies for corporate technology scouts.

- Developed and managed a portfolio of information products and services customized to the research needs of a community of scientists and business development professionals. Identified print and electronic acquisitions to expand the collection to meet changes in the research needs of internal customers. Maintained current awareness of information industry products, services, and trends.
    - Portfolio savings/value added: 20%/year
- Managed information resources budget and contract negotiations to meet budget projections. Cultivated partnerships with suppliers. Proven history of cost savings, value and a positive ROI.
    - Resource budget: 2-3x ROI
- Increased users and improved user experience as evidenced by usage trends and analysis, statistics, and customer satisfaction surveys.
    - New users: +40%/year
    - Publications access: up to 100% increase/year;
    - Literature utilization: internal 3x, external 10x
- Managed internal collections and databases: Internal Reports, Books, Journals, Contracts, Articles, and project documents. Implemented a Copyright Clearance Center (CCC) Corporate Annual License to ensure enterprise copyright compliance.
- Championed a series of programs to facilitate knowledge sharing and collaboration within Energizer: SciTech chats, Energizer Lecture Series and an annual technology and engineering symposium.

EDUCATION

M.S. in Urban Studies, Environmental Assessment
Cleveland State University, Cleveland, Ohio

B.S. Biology/Chemistry
Kent State University, Kent, Ohio

SKILLS/EXPERTISE

Databases:	ProQuest Dialog, Chemical Abstracts, Materials Universe
Systems/Software:	Integrated Library Systems (ILS): Cuadra Star, EOS Web
Information Products:	Dow Jones/Factiva, Lexis-Nexis, Frost & Sullivan, BCC, MarketResearch.com Chemical Abstract Service (CAS) products: STN, SciFinder, AnaVist Elsevier ScienceDirect, Scopus, illumin8, Knovel EBSCO Publishing: Corporate Source Business, EJS electronic journals, Sustainability Reference Center, Food Science Source Mintel Menu Insights, Technomic Foodservice Program, NPD, Euromonitor, Granta CES Selector (including EcoAudit tool for product design) Orbit (patent search & analysis), Goldfire

AFFILIATIONS

Special Libraries Association (SLA)
    Cleveland Chapter - Past president (2009-2012)
    SciTech Division – Strategic Plan committee member (2008-2009)
Industrial Research Institute (IRI)
    Information Services/Information Technology Network, Network Co-chair (2009-2012)
Society of Competitive Intelligence Professionals (SCIP) (1999-2004)
The Inspec Library Advisory Committee (2003-2005)
NE Ohio Technical Information Professionals (NOTIP)
Association of Independent Information Professionals (AIIP)
Cleveland Now (FKA Cleveland Scholarship Program): Mentoring Program (volunteer)
Hospice of the Western Reserve (volunteer)
Cleveland Metroparks (volunteer)
Cleveland Museum of Natural History (volunteer)
Destination Cleveland (volunteer)

GROUND LEASE

This Ground Lease ("Lease") is dated as of the ___ day of _____, 2020 (the "Effective Date"), by and between, **THE CITY OF BAY VILLAGE**, an Ohio municipal corporation, whose address is 350 Dover Road, Bay Village, Ohio 44140 and the **CAHOON PARK TRUST TRUSTEES** (hereinafter collectively referred to as "Landlord"), and **CUYAHOGA COUNTY PUBLIC LIBRARY**, a county library district and political subdivision of the State of Ohio, whose address is 2111 Snow Road, Parma, Ohio 44134 (hereinafter called "Tenant").

RECITALS:

WHEREAS, the Landlord desires that the Tenant develop a county public library branch (the "Library") in the City of Bay Village for the betterment of the community and enjoyment of the public; and

WHEREAS, the Tenant, in the fulfillment of its mission, desires to develop the Library in the City of Bay Village;

NOW, THEREFORE, IT IS AGREED:

1. <u>Premises and Term</u>.

(a) In consideration of the obligation of Tenant to pay rent as hereinafter provided and in consideration of the other terms, provisions and covenants hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, that certain tract or parcel of land located on Wolf Road, adjacent to Bay Village City Hall, consisting of approximately 2.3664 acres, located in the City of Bay Village, County of Cuyahoga, State of Ohio, the same being more fully described on **Exhibit A** attached hereto (the "Library Parcel"), together with the exclusive use of all rights, privileges, easements and appurtenances belonging or in any way

pertaining thereto, and together with any buildings and other improvements erected and/or to be erected thereon (all such improvements shall be collectively referred to as the "Improvements" and, together with the Library Parcel, shall hereinafter be called the "Premises").

(b) The covenants, conditions and obligations of the parties under this Lease and possessory rights hereunder shall become effective upon the Effective Date and shall continue for an initial term ("Initial Term") expiring, unless duly extended, at midnight on the date preceding the fortieth (40th) anniversary of the Effective Date.

(c) Tenant may extend the Initial Term of this Lease for three (3) successive additional periods, the first being for twenty (20) years, the second being for twenty (20) years and third being for nineteen (19) years. These options shall be deemed to be exercised successively unless Tenant provides written notice to Landlord of non-renewal for a particular extended term not later than three (3) months prior to the expiration of the then existing Term of this Lease as it would expire without such an extension. Such extended term(s) shall be subject to all of the terms and conditions of this Lease. In the event, Tenant serves notice of non-renewal as provided hereinabove, the Term shall expire and this Lease shall end as of midnight on the last day of the Term then in effect. As used in this Lease, "Term" means the initial term and any extended term.

2. <u>Tenant's Construction</u>.

(a) During the Term, Tenant shall have the right to demolish, excavate and construct any further Improvements on the Library Parcel, at Tenant's sole cost and expense (the "Improvements"), provided Tenant shall comply with all applicable laws, ordinances, administrative rules and regulations. In connection with any construction, Tenant shall be permitted to excavate, grade, level, and fill the Library Parcel, remove any trees and shrubs, install roadways and walkways, install utilities, and perform any additional work, provided that all of the foregoing serve the Improvements erected on the Library Parcel.

(b) Subject to delays by Landlord and other force majeure events, Tenant shall construct an approximately 16,000 square foot public library on the Library Parcel with associated parking and amenities (collectively the "Library"). Tenant shall be responsible for any demolition of existing buildings on the Library Parcel.

(c) For the initial construction and development of the Library, the Landlord has agreed to waive all building permit fees and approval fees. This is not intended as a waiver of the requirement to obtain any required permits or approvals.

(d) Anything herein to the contrary notwithstanding, the parties acknowledge that during the Term the Improvements shall at all times constitute property of the Tenant and that Landlord shall have no ownership rights therein other than as set forth in and subject to this Lease. It is acknowledged that the Improvements are subject to the applicable laws, regulations and ordinances of the City of Bay Village generally and this Subsection (2)(d) is not intended to waive any such laws, regulations and ordinances.

3. **Easement; Access and Utilities**.

(a) During the Term, Landlord grants to Tenant rights of ingress and egress to and from the Premises on and across roadways now or hereafter on Landlord's other adjacent properties for the purposes of access for Tenant, its employees, invitees and licensees from and to Lake Road and Dover Center Road. The location of such roadways are depicted on **Exhibit A-1** attached hereto. Tenant shall be responsible for all roadways and drives on the Premises and any depicted on **Exhibit A-1** shown as exclusively serving the Library. Landlord shall be responsible for all maintenance, replacement and repair of roadways on Landlord's adjacent lands ("Shared Roadways") where the same may provide access or ingress to the Library but where the same also serve as ingress or egress access for the general public or other person to Landlord's adjacent lands or to shared parking areas. Landlord shall provide temporary access ways, if during periods of maintenance, replacement and repair of Shared Roadways, Tenant and the public would not have other reasonable means of ingress and egress to the Library;

(b) During the Term, Landlord grants to Tenant easements on and across Landlords adjacent properties for utility access, including, but not limited to, electric, natural gas, data/communication, storm and sanitary sewer and other service. The location of such easements shall be subject to the reasonable approval of both parties. The location of certain of such easement routes as currently known are depicted on **Exhibit A-1** attached hereto. The parties shall work cooperatively with each other with respect to such easements and utility access to facilitate the efficient development of the Library. Tenant shall be responsible for utility relocation related to the Premises necessary for development of the Library. With respect to the Communications and Electric Easement 1 and Communication Easement 2 shown in Exhibit A-1 adjacent to but not on the Premises, those easements to Tenant are only temporary until completion of relocation of the affected utilities from the Premises to the noted areas.

(c) With respect to a specific parking area on the Premises depicted on **Exhibit A-1** ("Shared Parking Area"), the parties agree that the general public may use the same for visiting the Library or for visiting the adjacent municipal park and amenities. Maintenance and repair of the Shared Parking Area is Tenant's responsibility. In the event the Shared Parking Area becomes overused by non-Library visitors and causes a shortage of Library use parking, the parties will take reasonable steps to assure access remains sufficient for Library users, for example, by reserving sufficient spaces for Library users during Library business hours or high volume timeframes with signage.

(d) With respect to a gas main line, water main line and communication/fiber optic line noted by slashed lines depicted on **Exhibit A-2** (the "Relocated Utility Lines") which have been relocated to areas on the Premises, the parties acknowledge that these Relocated Utility Lines service, inter alia, other buildings and facilities of Landlord. Landlord shall be responsible the service, repair and replacement of such Relocated Utility Lines, and Landlord shall have the right to enter upon the Premises to service,

repair and replace the Relocated Utility Lines at Landlord's cost. Landlord shall reasonably coordinate its service, repair and replacement activities with Tenant in order to avoid undue interference with parking and operations at the Library and the Landlord and Tenant shall coordinate with one another in a cooperative manner to maintain existing or substitute parking and operations during service, repair and maintenance. In all instances, Landlord shall restore all disturbed areas and improvements to their former condition as soon as reasonably possible after completion of service, repair and maintenance.

4. **Rent**. During the Term, Tenant shall pay annual rent ("Rent") to Landlord in the amount of One Dollar ($1.00) per year for a total of ninety-nine dollars ($99.00). Landlord hereby confirms that Tenant has prepaid the entire Rent for the entire 99-year Term concurrent with the execution hereof. As such, this Lease is fully paid.

5. **Representations and Covenants.**

(a) The Landlord hereby represents, warrants, and covenants to the Tenant as follows:

(i) It is a municipal corporation in full force and effect under the Constitution and laws of the State of Ohio.

(ii) This Lease and the consummation of these transactions are valid and binding upon the Landlord and do not constitute a default (or an event which with notice and passage of time or both will constitute default) under any contract which the Landlord is party or by which it is bound;

(iii) It is the sole owner of the Library Parcel, free and clear of all liens, claims, encumbrances, restrictive covenants or conditions (including any institutional controls or restrictions on the use of the Library Parcel), and rights of others except for the "Permitted Encumbrances" (defined below), and will convey same to Tenant subject only to the Permitted Encumbrances. No party is in possession of the Property or any portion thereof, whether as a lessee or tenant at sufferance. There is no option to purchase, right of first refusal to purchase or agreement for the sale and purchase of the Library Parcel or any portion thereof to any person or entity, except for this Lease. This Lease, the use of the Library Parcel, and the construction of the Library all as contemplated in this Lease is a permitted leasehold. For purposes hereof, "Permitted Encumbrances" means those matters of record title listed on **Exhibit B** attached hereto.

(iv) Landlord has not received notice nor has the Landlord any knowledge of any violation of any law, regulation, ordinance, order or other requirements of any governmental authority having jurisdiction over or affecting any part of the Premises;

(v) Landlord is not obligated on any contract, lease or agreement, written or oral, with respect to the ownership, use, operation or maintenance of the Premises which would interfere with this Lease, other than those to which Tenant or an affiliate of Tenant is or may become a party;

(vi) Landlord has obtained all necessary municipal approvals to enter into this Lease and that the execution hereof has been duly authorized; and

(vii) Entering into this Lease does not conflict with any agreement, contract, order, judgment or other matter binding upon Landlord.

The representations, warranties and covenants of Landlord contained in this Section 5(a) shall survive the termination of this Lease. If any representation or warranty of Landlord contained herein proves to be inaccurate in any manner or if Landlord breaches any such covenant, Landlord shall be responsible for the damages caused thereby.

(b) The Tenant hereby represents, warrants, and covenants to the Landlord as follows:

(i) This Lease and the consummation of these transactions are valid and binding upon the Tenant and do not constitute a default (or an event which with notice and passage of time or both will constitute default) under any contract which the Tenant is party or by which it is bound; and

(ii) Tenant has obtained all necessary approvals to enter into this Lease and that the execution hereof has been duly authorized.

The representations, warranties and covenants of Tenant contained in this Section 5(b) and the indemnification below shall survive the termination of this Lease. If any representation or warranty of Tenant contained herein proves to be inaccurate in any manner or if Tenant breaches any such covenant, Tenant shall be responsible for the damages caused thereby.

6. **Utility Charges.** During the Term, Tenant shall pay (or cause to be paid) all charges incurred for the use of utility services at the Premises including, without limitation, gas, electricity, water, sewer and communications (telephone and data) related.

7. **Taxes.**

(a) The parties intend that the Premises shall be exempt from real estate taxes and assessments (both general and special) (collectively "Taxes") and Landlord shall cooperate with Tenants efforts to establish and maintain exemption from the same. In the event through no fault of Landlord, the Premises are not exempted from Taxes, Tenant shall pay (or cause to be paid) as additional rent before they become delinquent any such Taxes and other related governmental impositions, but only to the extent of charges lawfully created and assessed against the Premises or any part thereof during the Term hereof. It is agreed, however, that Tenant, at its sole cost and expense, may dispute and

contest the same (in its own name or in the name of Landlord, or in the name of both, as it may deem appropriate), and in such cases, if permitted by law and provided the same in no way prejudices the Landlord's rights (including its rights to tax exemptions on other exempt properties owned by Landlord), the disputed charge need not be paid until finally adjudged to be valid, provided such does not adversely affect the Landlord's other property and Tenant maintains a reserve in the amount contested. Landlord will assist Tenant in the prosecution of any such dispute or contest, at Tenant's cost. At the conclusion of such contest, Tenant shall pay (or cause to be paid) the charge contested to the extent it is held valid, together with all court costs, interest, penalties and other expenses relating thereto. Nothing herein contained, however, shall be construed as to allow such items to remain unpaid for such length of time as shall permit the Premises (or any part thereof) to be sold by governmental, city or municipal authorities for the non-payment of the same; and if, at any time, in the judgment of the Landlord reasonably exercised, it shall become necessary so to do, the Landlord, after written notice to the Tenant, may, under protest if so requested by Tenant, pay such monies as may be required to prevent the sale of the Premises or any part thereof, or foreclosure of the lien created thereon by such item, and such amount shall become immediately due and payable by Tenant to Landlord and shall constitute additional rent hereunder.

(b) Notwithstanding anything herein to the contrary, if at any time during the Term there shall be levied or assessed in substitution of real estate taxes, in whole or in part, a tax, assessment, or governmental imposition (other than a general gross receipts or income tax) on the rents received from the Premises or the rents reserved herein, and said tax, assessment, or governmental imposition shall be imposed upon Landlord, and Tenant shall pay (or cause to be paid) the same as hereinabove provided, but only to the extent that such new tax, assessment or governmental imposition is a substitute for real estate taxes previously imposed.

Except as may be otherwise specifically set forth in this Lease or any other agreement between Landlord and Tenant, Tenant shall be responsible for the costs, fees and expenses associated with the ownership, occupation and maintenance of the Premises.

8. <u>Insurance</u>.

(a) Tenant shall insure, or cause to be insured, the Improvements against loss or damage by fire and other casualties included in the so-called "Extended Coverage Endorsement".

(b) Tenant shall also insure, or cause to be insured, against bodily injury, property damage and public liability arising by reason of occurrences on or about the Premises in the amount of not less than $1,000,000 for injury to one person; $3,000,000 for death or injury to more than one person and $100,000 for property damage. At ten (10) year intervals Landlord and Tenant shall adjust these limits by mutual agreement based upon the recommendations of a mutually agreeable insurance professional which may be the then insurance professional advising either Landlord or Tenant. In the event

the parties are unable to mutually agree on adjusted limits as aforesaid, then each party shall select a qualified insurance professional and the two professionals shall determine the adjusted limits and in the event the two are unable to agree, then the two professionals shall select a third qualified insurance professional and such third professional shall select the adjusted amounts which must be within the ranges provided by the other two. The cost of each professional shall be paid by the selecting party and the cost of the third professional shall be shared on an equal basis by the parties.

(c) It is agreed and understood that the insurance coverages provided for herein may be maintained pursuant to master policies of insurance covering other locations of Tenant and/or its affiliates. All insurance policies required to be maintained by Tenant hereunder (1) shall be with responsible insurance companies, authorized to do business in the State of Ohio, and (2) in the case of liability insurance, the Landlord (City of Bay Village) and the "Cahoon Park Trustees" (defined in Section 15) shall be additional insureds on such policies. Tenant shall evidence such insurance coverage by delivering to Landlord certificates of insurance issued by the insurance companies underwriting such risks.

9. **Repairs and Maintenance.** Tenant shall keep or cause to be kept the Premises in reasonably good condition and repair during the Term, including, but not limited to, repairs to the interior, exterior and structure and all mechanical systems as well as mowing of grass, care of shrubs, and general landscaping.

10. **Alterations.** Tenant shall have the right to make any alterations, additions, or improvements to the Premises deemed necessary or appropriate in connection with the requirements of its operations, or the business of any tenants, without the payment of any additional Rent. With respect to any and all such alterations, additions or improvements, Tenant shall comply with all City of Bay Village's and other governmental authority's applicable building and zoning codes as well as applicable laws, ordinances, and administrative rulings and shall obtain all required permits.

11. **Equipment, Fixtures and Signs.** Tenant shall have the right to erect, install, maintain and operate on the Premises such equipment, trade and business fixtures, and other personal property as Tenant may deem necessary or appropriate; provided, however, any and all exterior signage shall comply with all applicable building and zoning codes as well as applicable laws, ordinances, and administrative rulings.

12. **Damage by Fire or Other Casualty.**

(a) If the Improvements, or any material part thereof, should be destroyed or damaged by fire or other casualty, Tenant shall deliver written notice thereof to Landlord with reasonable promptness.

(b) If the Improvements should be damaged by fire or other casualty, this Lease shall not terminate, but Tenant shall instead proceed with all reasonable diligence to rebuild and repair (or cause to be rebuilt or repaired) the Improvements to substantially

the same condition in which they existed prior to such damage, or, at Tenant's discretion but with Landlord's consent which shall not be unreasonably withheld, conditioned or delayed, in such other design or manner as it may desire, subject to applicable laws, ordinances, codes and administrative rulings. Notwithstanding the foregoing, in the event the Improvements should be damaged by fire or other casualty at any time after the tenth (10th) year of the Term where the cost to repair exceeds 35% of the then fair market value of the Improvements, Tenant may at its sole option terminate this Lease by written notice given to Landlord within one hundred eighty (180) days after the date of the occurrence of the casualty; provided, in the event of such termination, Tenant shall demolish the damaged Improvements and restore the Land to grade within a reasonable period after termination unless the Landlord elects to waive the obligation to demolish the damaged and restore the Land to grade.

(c) All insurance proceeds payable under insurance policies maintained by Tenant by reason of the occurrence of such fire or other casualty shall be paid to Tenant.

13. Condemnation. Tenant shall be entitled to any and all proceeds resulting from a condemnation of all or a portion of the Improvements, and Landlord expressly agrees that any award with respect to the Improvements to which it is entitled is hereby irrevocably assigned to Tenant. Except as provided hereinabove with respect to Improvements, Landlord shall be entitled to any and all other awards or proceeds resulting from a condemnation of all or a portion of Landlord's interest in the Land other than those awarded to Tenant for relocation and the like which do not reduce the Landlord's award under applicable law.

14. Liability of Landlord. Except as set forth otherwise in this lease, Landlord shall not be liable to Tenant or Tenant's, officers, employees, agents, patrons or invitees, or any person whomsoever, for any injury to person or damage to property on or about the Premises caused by the negligence or misconduct of Tenant, its officers, employees, agents, patrons or invitees, or of any other person entering upon the Premises under express or implied invitation of Tenant (other than injury or damage caused by the negligence or misconduct of Landlord or Landlord's employees or agents or for which Landlord is responsible under the immediately following paragraph), or otherwise arising out of Tenant's (or its employees or agents) use of the Premises.

Tenant shall not be liable to Landlord or Landlord's employees, agents, patrons or invitees, or any person whomsoever, for any injury to person or damage to property on or about the Premises caused by the negligence or misconduct of Landlord, its employees or agents (other than injury or damage caused by the negligence or misconduct of Tenant or Tenant's employees or agents or for which Tenant is responsible under the immediately preceding paragraph), or otherwise arising out of Landlord's use of the Premises or surrounding areas.

15. Assignment and Subletting. This Lease and the estate granted by this Lease, or any part of this Lease, or that term and estate, may be assigned or sublet by Tenant, only with the prior written consent of the Landlord; provided, however, Tenant may grant subleases without Landlord consent provided the sublease use is ancillary to or consistent with Library. Unless otherwise agreed by Landlord, no assignment shall relieve the Tenant from liability hereon. In no event may any sublease be made for a term extending beyond the Term of this Lease.

Notwithstanding the foregoing, this Lease may be conditionally assigned by Tenant as collateral in connection with financing permitted under this Lease. Notwithstanding the foregoing, Tenant shall not be entitled under any circumstance to assign this Lease or grant a sublease, in whole or in part, to an entity or for a use that would cause a reverter or constitute a violation of permitted uses under the conditions of the Ida Maria Cahoon Will or Trust created in connection therewith ("Cahoon Will and/or Trust") by which the Landlord acquired title to the Library Parcel to the extent the Cahoon Will and/or Trust then remains applicable to the leasehold estate created hereunder or the Premises. For purposed hereof the trustees from time to time under the Cahoon Will and/or Trust are referred to as the "Cahoon Park Trustees".

16. INTENTIONALLY DELETED.

17. <u>Ownership of Improvements; Surrender</u>.

(a) Tenant shall own Improvements erected at any time on the Premises after the Effective Date.

(b) At the end of the Term of this Lease, Tenant may remove all personal property and trade fixtures and shall surrender the Premises to Landlord, together with all Improvements thereto, except as otherwise set forth herein, in "broom clean" condition, free from environmental contamination that would violate applicable Laws if not remediated, and otherwise in their "AS IS" condition.

18. <u>Permitted Uses</u>. Subject to applicable zoning requirements and restrictions, the Premises shall be used and occupied by Tenant during the Term of this Lease for uses serving the public interest and/or community purposes and/or civic purposes including, but not limited to public library purposes, together with such other incidental, supportive or ancillary purposes as are usual, customary, or complementary to, or in furtherance of, the Tenant's mission from time to time. It is understood that the Library at the Premises may be open for public library purposes on Saturdays and Sundays and such is a permitted use. So long as the Cahoon Will and/or Trust restrictions apply to the Premises or could result in a reverter, in no event shall Tenant allow any part of the Premises to be used (i) for boating, bathing, games or sports on Sundays, (ii) at any time for gambling, (iii) at any time for the sale, purchase or use of intoxicating liquors. Both parties agree that they will comply with the Cahoon Will and/or Trust consistent with this Lease in order to prevent a reverter including, but not limited to, the proper party in interest pursuing the input of the Cahoon Park and/or an interpretation/ruling of the appropriateness under or application of, the Cahoon Will and/or Trust in the Cuyahoga County Probate Court; provided, that Landlord is responsible for assuring the Library may legally use the Premises for the permitted uses under the Cahoon Will and/or Trust (to the extent the Cahoon Will and/or Trust is enforceable).

19. <u>Compliance with Laws</u>.

(a) Tenant covenants and agrees that from and after the Effective Date, Tenant shall promptly comply in all material respects with all present and future laws,

ordinances, orders, rules, regulations and requirements of the federal, state, county, city and municipal governments or any of the departments, bureaus, boards, commissions and officials thereof (including but not limited to all environmental laws and regulations) (collectively, the "Laws") with respect to the Premises, or the use or occupancy thereof.

(b) Tenant shall have the right, at any time and from time to time, to contest by appropriate legal proceedings, which shall be conducted diligently and in good faith in the name of Landlord or Tenant or both and without cost or expense to Landlord, the validity or applicability of any law, ordinance, order, rule or regulation of the nature hereinabove referred to in this Section 19, and Tenant shall have the right to delay observance thereof and compliance therewith until such contest is finally determined and is no longer subject to appeal, provided that observance and compliance therewith pending the prosecution of such proceeding may be legally delayed without subjecting Landlord to any criminal or civil liability or fine and provided the same has no material adverse effect on Landlord or Landlord's operations; provided further, however, if Tenant exercises its rights under this Section 19 in the name of Landlord, Tenant shall first obtain Landlord's consent to undertaking such action in the name of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned (and in connection with any undertaking in Landlord's name after Landlord gives any such consent, Landlord agrees, at no cost to Landlord, (i) to sign or join in any applications, appeals, affidavits, or instruments requested by Tenant with respect to such good faith challenge, (ii) to appear at any hearings, if necessary, and (iii) not to unreasonably hinder or object to any of the foregoing, but rather to cooperate with Tenant's efforts).

20. <u>Default</u>.

(a) The following events shall be "Events of Default" under this Lease:

(1) Tenant shall fail to pay any amount due hereunder as and when the same shall become due and shall not cure such default within sixty (60) days after written notice thereof is given by Landlord to Tenant;

(2) Tenant shall fail to comply with any term, provision, or covenant of this Lease, other than the payment of rent, including the obligation to maintain the Premises, and shall not cure such failure within sixty (60) days after written notice thereof is given by Landlord to Tenant; provided that if such default cannot reasonably be cured within sixty (60) days, then Tenant shall have an additional reasonable period of time within which to cure such default; provided, however, Tenant has diligently commenced and continues in its attempt to cure same upon receipt of written notice of said default;

(3) Tenant shall be adjudged insolvent, made a transfer in fraud of creditors or made an assignment for the benefit of its creditors;

(4) Tenant shall file a petition under any section or chapter of the federal bankruptcy laws, as amended, or under any similar law or statute of the

United States or any state thereof, or Tenant shall be adjudged bankrupt or insolvent in proceedings filed against Tenant thereunder;

(5) A receiver or trustee shall be appointed for all or substantially all of the assets of Tenant, which receiver is not discharged within ninety (90) days thereafter; or

(6) Any lien or encumbrance is placed upon the fee interest of Landlord as a result of Tenant's actions in violation of this Lease, and such lien is not released, bonded or otherwise secured within one hundred twenty (120) days following written notice from Landlord, or within such longer period as Tenant is diligently and in good faith contesting the lien or encumbrance by appropriate proceedings.

(b) Upon the occurrence of any Event of Default, Landlord shall have the option, subject to the other terms of this Lease, to pursue any one or more of the following remedies after thirty (30) days additional written final notice and opportunity to cure:

(1) Terminate this Lease, in which event Landlord shall have the right of re-entry and Tenant shall immediately surrender the Premises to Landlord (each subject to any rights of subtenant provided said subtenant(s) is/are not then in default);

(2) Enter upon and take possession of the Premises and expel or remove Tenant and other persons who may be occupying the Premises or any part thereof, by force if necessary, without termination hereof, without being liable to prosecution or for any claim for damages, and relet the Premises, and receive the rent therefor; and Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of such reletting;

(3) Enter upon the Premises, without being liable to prosecution or for any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease; and Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations hereunder.

Pursuit of any of the foregoing remedies shall not preclude pursuit of any of the other remedies herein provided or any other remedies provided by law after applicable notice and cure opportunity, nor shall pursuit of any remedy herein provided constitute a forfeiture or waiver of any rent due to Landlord hereunder or of any damage accruing to Landlord by reason of the violation of any of the terms, provisions and covenants herein contained. Forbearance by Landlord to enforce one or more of the remedies herein provided upon the occurrence of an Event of Default shall not be deemed or construed to constitute a waiver of such default.

21. **Covenant of Quiet Enjoyment**. Landlord covenants with Tenant that, subject to Tenant performing its obligations hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term of this Lease, without any hindrance, molestation or ejection by Landlord, its successors or assigns, or those claiming through them. Landlord further covenants and agrees that it will not grant, create or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Premises which would interfere with Tenant's rights under this Lease without the prior written consent of Tenant, which shall not be unreasonably withheld, conditioned or delayed.

22. **Notices and Payments.** Any notice, document or payment required or permitted to be delivered or remitted hereunder or by law shall be delivered or remitted by United States mail, postage prepaid, certified or registered, return receipt requested, or by hand delivery, recognized national overnight delivery service, or via confirmed electronic/data transmission (provided a copy is also sent by United States mail, first class, postage prepaid) addressed to the parties hereto at the respective addresses set out below, or at such other address as they shall hereafter specify by written notice delivered in accordance herewith:

If to Landlord, to:

City of Bay Village, Ohio
350 Dover Center Road
Bay Village, Ohio 44140
Attn: Mayor

With a copy to:

City of Bay Village, Ohio
350 Dover Center Road
Bay Village, Ohio 44140
Attn: Law Director

If to Tenant, to:

CUYAHOGA COUNTY PUBLIC LIBRARY
2111 Snow Road
Parma, Ohio 44134
Attn: Chief Executive Officer

With copy to:

CUYAHOGA COUNTY PUBLIC LIBRARY
2111 Snow Road
Parma, Ohio 44134
Attn: Director of Facilities

All such notices shall be deemed effective: one day after being sent by overnight courier, three (3) days after mailing, the date of electronic/data transmission (with confirmation of proper transmission) or when personally received, whichever is earlier.

23. **Force Majeure.** The time for performance by Landlord or Tenant of any term, provision or covenant of this Lease shall be deemed extended by time lost due to delays resulting from acts of God, strikes, civil riots, act of war or terrorism, floods, restrictions by governmental authority, and any other cause not within the control of Landlord or Tenant, as the case may be.

24. **Waiver of Subrogation.** Landlord and Tenant severally waive any and every claim which arises or may arise in its favor and against the other during the term of this Lease for any and all loss of, or damage to, any of its property located within or upon, or constituting a part of, the Premises, which loss or damage is covered by valid and collectible fire and extended coverage insurance policies, to the extent that such loss or damage is recoverable thereunder. Inasmuch as the above mutual waivers will preclude the assignment of any aforesaid claim by way of subrogation (or otherwise) to an insurance company (or any other person), Landlord and Tenant severally agree immediately to give to each insurance company which has issued to it policies of insurance written notice of the terms of said mutual waivers, and to have said insurance policies properly endorsed, if necessary, to prevent the invalidation of said insurance coverage by reason of said waivers.

25. **Sale of Improvements of Remainder Term of Lease.**

Tenant shall not have a right to sell the Improvements and remainder of the Term of this Lease without the prior review and approval of the Landlord which shall not be unreasonably withheld. Any prospective buyer and the prospective buyer's use for the Improvements must be consistent with the municipal and community purposes to which the surrounding land is devoted and any use or buyer shall similarly be subject to any required approval of the Cahoon Park Trustees to assure consistency with any applicable requirements of the Cahoon Will and/or Trust. In the event of any ambiguity or doubt as to appropriateness of a use or buyer or applicability of the Cahoon Will and/or Trust, Tenant and Landlord shall each have the right to obtain an interpretation/ruling of the appropriateness under or application of, the Cahoon Will and/or Trust in the Cuyahoga County Probate Court. In no event may the Improvements or the remainder of the Term be sold by Tenant if the same would result in a reverter under the Cahoon Will and/or Trust.

26. **Recording.** The parties agree that either party shall have the right to record this Lease or a memorandum of lease ("Memorandum") in the form attached hereto as **Exhibit C**.

27. Miscellaneous.

(a) The captions used in this Lease are for convenience only and shall not be deemed to amplify, modify or limit the provisions hereof.

(b) Words of any gender used in this Lease shall be construed to include any other gender, and words in the singular shall include the plural and vice versa, unless the context otherwise requires.

(c) Except as limited herein, this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(d) This Lease contains the entire agreement of the parties hereto with respect to the subject matter hereof and can be altered, amended or modified only by written instrument executed by all such parties.

(e) The drafting and preparation of this Lease has been a joint effort of Landlord and Tenant, and the resulting instrument shall not, as a matter of construction, be construed more severely against one of the parties than the other.

(f) This Lease shall be governed by and construed in accordance with the laws of the State of Ohio.

28. Landlord-Tenant Relationship. Neither party hereof shall be construed or held to be a partner, joint venturer, associate or agent of the other party in the conduct of the other party's business, nor shall either party be liable for any debts incurred by the other party in the other party's business; but it is understood and agreed that the relationship is and at all times shall remain that of landlord and tenant.

29. Non-disturbance and Attornment Agreement. Upon the request of any sub-tenant under any permitted sublease, Landlord agrees to enter into a mutually agreeable non-disturbance and attornment agreement providing that such tenant will not be disturbed in its occupancy of the premises set forth in its sublease provided it is not in default thereunder and that it will agree to attorn directly to Landlord in the event of Tenant's default hereunder and shall waive any rights to terminate its lease or to claim against Landlord for any prior defaults by Tenant as lessor under such tenant's sublease. Landlord shall have no obligation to agree to non-disturbance extending beyond the Term of this Lease.

30. **No Merger**. The parties agree that there shall be no merger of this Lease or of any sublease under this Lease or of any leasehold or subleasehold estate hereby or thereby created with the fee, leasehold or any other estate or ownership interest in the Premises or any part thereof by reason of the fact that the same entity may acquire or own or hold, directly or indirectly, (a) this Lease or any sublease or any leasehold or subleasehold estate created hereby or thereby or any interest in this Lease or any such sublease or in any such leasehold or subleasehold estate and (b) the fee estate, leasehold interest or other estate or ownership interest in the Premises or any part thereof.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

LANDLORD:
CITY OF BAY VILLAGE, OHIO

By:_____
Name: Paul Koomar
Title: Mayor

CAHOON PARK TRUSTEES:

By:_____
Name: Dwight A.Clark
Title: Trustee

By:_____
Name: Sara Byrnes Maier
Title: Trustee

By:_____
Name: Lydia DeGeorge
Title: Trustee

By:_____
Name: Thomas J. Kelly
Title: Trustee

By:_____
Name: Nancy W. Stainbrook
Title: Trustee

By:_____
Name: Davd L. Tadych
Title: Trustee

By:_____
Name: Peter J. Winzig
Title: Trustee

By:_____
Name: Paul Koomar
Title: Mayor

TENANT:
CUYAHOGA COUNTY PUBLIC LIBRARY

By:_____
Name:_____
Title:_____

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by _____, the Mayor of the **CITY OF BAY VILLAGE, OHIO**, an Ohio municipal corporation, on behalf of the Ohio municipal corporation.

_____
Notary Public

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Dwight A. Clark, as a Trustee of the Cahoon Park Trust, on behalf of the Cahoon Park Trust.

_____
Notary Public

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Sara Byrnes Maier, as a Trustee of the Cahoon Park Trust, on behalf of the Cahoon Park Trust.

_____
Notary Public

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Lydia DeGeorge, as a Trustee of the Cahoon Park Trust, on behalf of the Cahoon Park Trust.

_____
Notary Public

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Thomas J. Kelly, as a Trustee of the Cahoon Park Trust, on behalf of the Cahoon Park Trust.

_____
Notary Public

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Nancy W. Stainbrook, as a Trustee of the Cahoon Park Trust, on behalf of the Cahoon Park Trust.

_____
Notary Public

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by David L. Tadych, as a Trustee of the Cahoon Park Trust, on behalf of the Cahoon Park Trust.

_____
Notary Public

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Peter Winzig, as a Trustee of the Cahoon Park Trust, on behalf of the Cahoon Park Trust.

_____
Notary Public

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Mayor Paul Koomar, as a Trustee of the Cahoon Park Trust, on behalf of the Cahoon Park Trust.

_____
Notary Public

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by _____, the President of the Board of the **CUYAHOGA COUNTY PUBLIC LIBRARY**, a county library district and political subdivision of the State of Ohio, on behalf of the county library.

_____
Notary Public

APPROVED AS TO LEGAL FORM:

_____ Date:_____
Mark Barbour, Law Director
City of Bay Village

Prepared by:
Brian J. Moore, Esq.
Roetzel & Andress
1375 East Ninth Street
One Cleveland Center – 10th Floor
Cleveland, Ohio 44114

EXHIBIT LIST

Exhibit A	Legal Description of the Library Parcel
Exhibit A-1	Roadways and Easements Routes; Shared Parking
Exhibit A-2	City Retained Easements
Exhibit B	Permitted Encumbrances
Exhibit C	Memorandum of Lease

EXHIBIT A

LEGAL DESCRIPTION OF THE LIBRARY PARCEL

EXHIBIT " A "
Pg 1 of 2

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62
DEMPSEY/SURVEYING/COMPANY
P 216/226/1130
F 216/226/1131
12815 DETROIT AVENUE
CLEVELAND, OH 44107-2835

LEGAL DESCRIPTION
LAND LEASE PREMISES
2.3664 ACRES

Situated in the City of Bay Village, County of Cuyahoga, State of Ohio and known as being part of Original Dover Township Lot 95 and being more particularly described as follows:

Beginning at a 1 inch iron pin monument box found at the intersection of the centerline of Wolf Road, 86 feet wide and the centerline of Dover Center Road, 86 feet wide, said point also being the southeast corner of Original Dover Township Lot 95; thence along the centerline of said Wolf Road, North 89 degrees 17 minutes 24 seconds West, a distance of 475.63 feet to a point; thence North 00 degrees 42 minutes 36 seconds East, a distance of 43.00 feet to a point on the northerly line of Wolf Road and the PRINCIPAL PLACE OF BEGINNING of the premises described herein;

Course 1) Thence along the northerly line of Wolf Road, North 89 degrees 17 minutes 24 seconds West, a distance of 212.86 feet to a point;

Course 2) Thence North 13 degrees 52 minutes 52 seconds West, a distance of 290.60 feet to a point;

Course 3) Thence North 09 degrees 39 minutes 33 seconds West, a distance of 169.78 feet to a point;

Course 4) Thence South 89 degrees 47 minutes 23 seconds East, a distance of 207.28 feet to a point;

Course 5) Thence South 00 degrees 42 minutes 36 seconds West, a distance of 141.16 feet to a point;

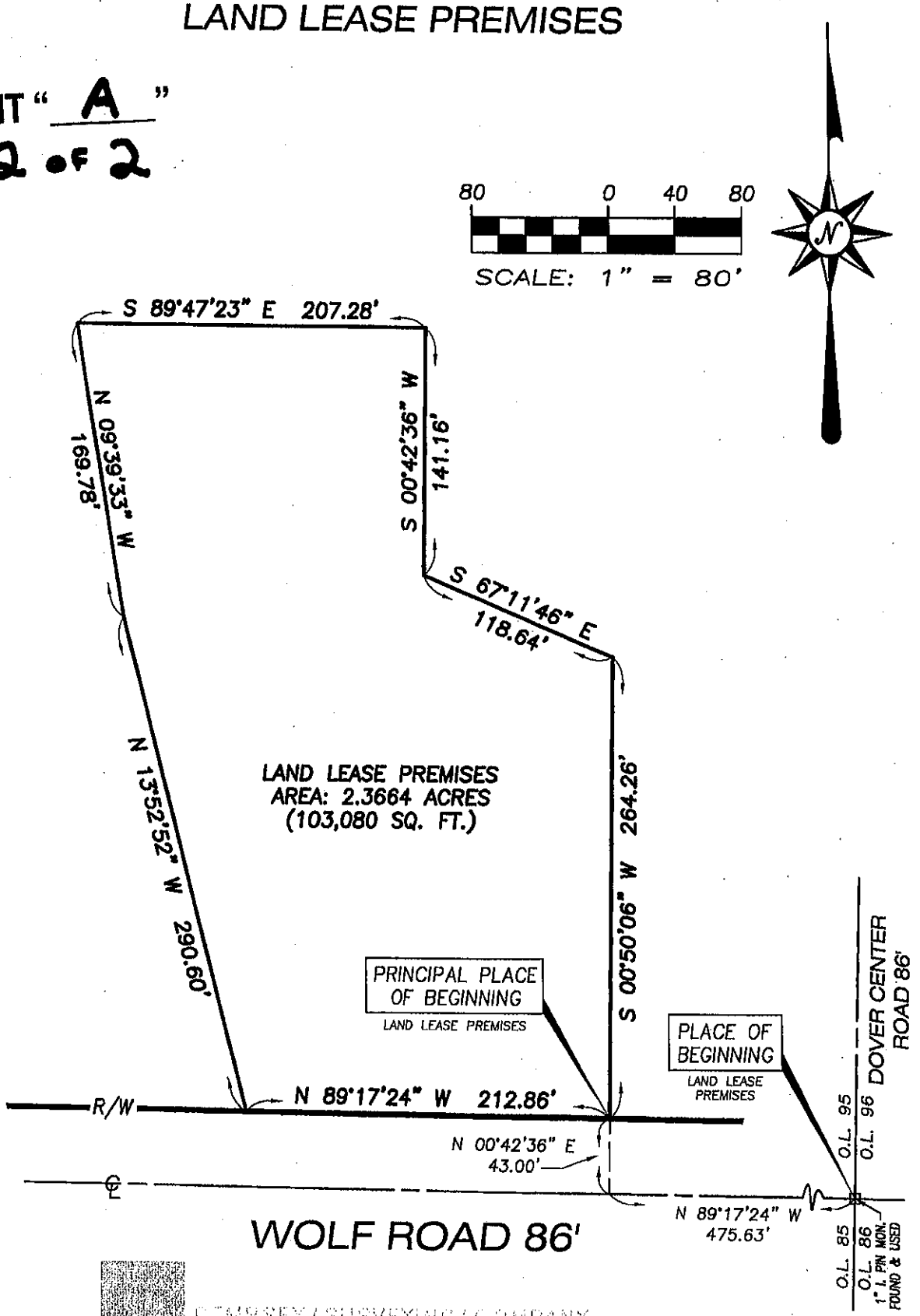
Course 6) Thence South 67 degrees 11 minutes 46 seconds East, a distance of 118.64 feet to a point;

Course 7) Thence South 00 degrees 50 minutes 06 seconds West, a distance of 264.26 feet to the northerly line of Wolf Road and the Principal Place of Beginning and containing 2.3664 acres (103,080 square feet) of land according to a survey by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on February 12, 2020.

BASIS OF BEARINGS: Bearings are referenced to Grid North of the Ohio State Plane Coordinate System, North Zone, NAD 83 datum.

MAP TO ACCOMPANY LEGAL DESCRIPTION
LAND LEASE PREMISES

EXHIBIT "A"
Pg 2 of 2



DEMPSEY / SURVEYING / COMPANY

FEBRUARY 12, 2020
FILE No. 9431

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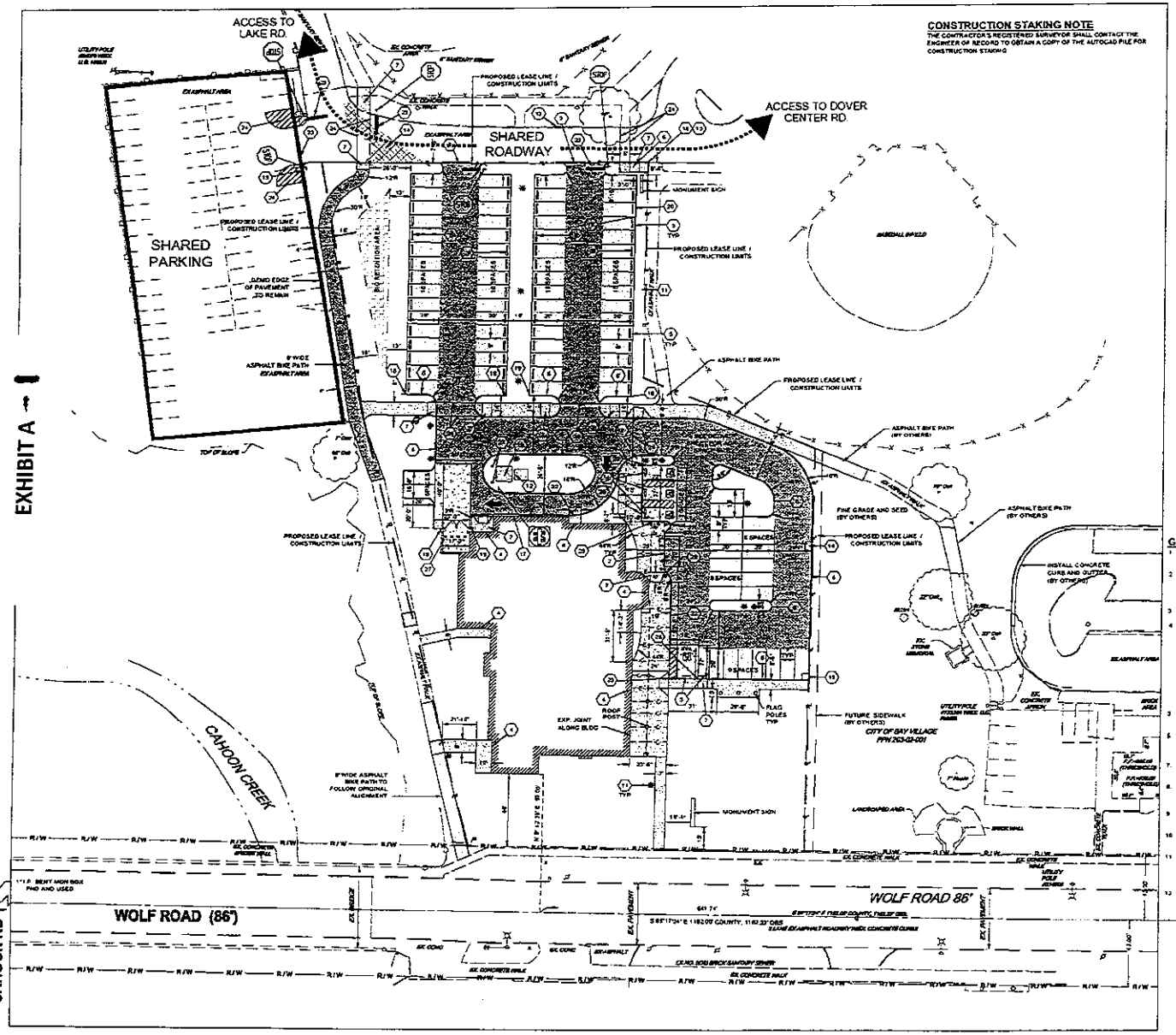
Drawing File: W:\9400–9499\9431\9431 Exhibit A–1.dwg Feb 12, 2020 – 4:56pm

EXHIBIT A-1

ROADWAYS AND EASEMENT ROUTES; SHARED PARKING

EXHIBIT A →



CONSTRUCTION STAKING NOTE

THE CONTRACTOR'S REGISTERED SURVEYOR SHALL CONTACT THE ENGINEER OF RECORD TO OBTAIN A COPY OF THE AUTOCAD FILE FOR CONSTRUCTION STAKING

LEGEND

- HEAVY DUTY ASPHALT
- STANDARD DUTY ASPHALT / BICYCLE PATH
- 6" REINFORCED CONCRETE PAVEMENT
- 6" CONCRETE SIDEWALK
- PAVEMENT REPAIR FOR UTILITY OR VOID SPACE BETWEEN EXISTING ASPHALT AND NEW PAVEMENT (SEE DETAILS)
- BOTTOM OF BIO RETENTION CELL
- PROPOSED BUILDING OUTLINE
- CONTROL JOINT
- EXPANSION JOINT
- ALL OTHER JOINTS PER CONSTRUCTION DETAILS

PLAN NOTES

1. ALL DIMENSIONS ARE TO THE FACE OF CURB
2. INSTALL LIGHTED DECORATIVE BOLLARDS 5'-0" O.C. / PROVIDE 18" FROM FACE OF CURB TO FACE OF BOLLARD (SEE SITE ELECTRICAL PLAN)
3. SEAL ALL JOINTS WHERE ASPHALT ABUTS CONCRETE, CURBS AND EXISTING ASPHALT PAVEMENT
4. INSTALL FROST SLAB AT ALL DOORS (SEE STRUCTURAL PLANS)
5. INSTALL CONCRETE WHEEL STOPS
6. 6" CONCRETE CURB WITH 6" PVC PERFORATED CURB DRAIN WITH FILTER WRAP
7. CURB RAMP
8. SEE SHEET AT 10 FOR DUMPSTER ENCLOSURE DETAIL
9. CONSTRUCT EXPANSION JOINTS WHERE BUILDING MEETS THE NEW SIDEWALK OR CONCRETE CURB
10. TRANSFORMER PAD CENTERED ON ISLAND (SEE ELECTRICAL PLANS FOR DIMENSIONS AND FOUNDATION DETAILS)
11. LIGHT POLE (SEE SITE LIGHTING PLAN)
12. CONDENSER PAD 8'-0" X 10'-0" CENTERED IN ISLAND (SEE MECHANICAL PLANS FOR DIMENSIONS AND FOUNDATION DETAILS)
13. CURB REPAIR OVER UTILITY TRENCH. RECONNECT CURB DRAIN
14. FULL DEPTH PAVEMENT REPAIR OVER UTILITY TRENCH
15. MEET EXISTING CURB / END NEW CURB
16. CONCRETE BOX-OUT FOR CATCH BASIN (18" CONCRETE ON ALL SIDES OF GRATE)
17. 1.7" WIDE CURB ALONG BUILDING AT DRIVE THRU
18. BEGIN CURB
19. END CURB
20. TAPER CURB FROM 6" TO 3" OVER 10'-0"
21. SEE ADA PARKING SPACE DETAIL FOR SIGN LOCATION
22. MODIFIED INTEGRAL CURB AND WALK (WHERE CURB ABUTS SIDEWALK)
23. STOP BAR
24. INSTALL ISLAND MARKINGS
25. BEGIN 6" CURB REVEAL ACROSS ACCESSIBLE PARKING SPACES
26. END 6" CURB REVEAL ACROSS ACCESSIBLE PARKING SPACES
27. PROVIDE DECORATIVE REMOVABLE BOLLARDS

GENERAL NOTES

1. THE INTENT OF THIS PLAN IS TO CONSTRUCT A 19,775 S.F. LIBRARY. PROJECT TO BE SERVED BY MUNICIPAL SEWER AND WATER
2. ZONING DISTRICT: RESIDENCE DISTRICT 1

   CODE BUILDING SETBACKS (MIN): FRONT SETBACK = 50'-0"
   CODE MAX. BUILDING HEIGHT = 35'-0" (PROPOSED BUILDING HEIGHT 35'-0")
3. FLOOD ZONE: FEMA FLOOD ZONE X (AREA OF MINIMAL FLOOD HAZARD)
4. PARKING CALCULATIONS:

   LIBRARY: 1 SPACE PER 100 SF
   REQUIRED PARKING SPACE S.F. = 190 SF
   PROVIDED SPACE = (19,775) = 190 SF

   REQUIRED NUMBER OF PARKING STALLS = 198

   PROVIDED REGULAR STALLS = 84 (VARIANCE REQUIRED)
   PROVIDED HANDICAPPED ACCESSIBLE PARKING STALLS = 4
   TOTAL PARKING STALLS PROVIDED = 88
5. ALL CONSTRUCTION SHALL CONFORM TO CITY STANDARDS AND REGULATIONS, ODOT STANDARD SPECIFICATIONS FOR CONSTRUCTION, WHICHEVER IS MORE STRINGENT
6. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER, ARCHITECT AND/OR OWNER, IN ORDER TO OBTAIN AND/OR PAY ALL THE NECESSARY LOCAL PERMITS, FEES AND BONDS
7. ALL PROPOSED SIGNAGE SHALL CONFORM WITH THE CITY ZONING REGULATIONS UNLESS A VARIANCE IS OTHERWISE REQUESTED AND GRANTED
8. ALL SIGNAGE AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE OHIO MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (O.M.U.T.C.D.) AND ODOT STANDARDS AND SPECIFICATIONS (NON-REFLECTORIZED PAVEMENT MARKINGS, UNLESS OTHERWISE NOTED
9. ALL PARKING STALLS SHALL BE SEPARATED USING 4" WIDE SOLID STRIPES. STRIPING APPLICATIONS AND MATERIAL SHALL COMPLY WITH DETAILS AND SPECIFICATIONS.
10. ALL STOP BARS SHALL BE 24" IN WIDTH IN A COLOR OF WHITE. ALL TRAFFIC FLOW ARROWS SHALL BE PAINTED IN A COLOR OF YELLOW
11. ALL BUILDING DIMENSIONS SHALL BE VERIFIED WITH THE ARCHITECTURAL AND STRUCTURAL PLANS PROVIDED BY THE OWNER. ANY DISCREPANCIES SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND OWNER PRIOR TO THE START OF CONSTRUCTION. BUILDING DIMENSIONS AND AREAS TO BE TO OUTSIDE OF THE MASONRY, UNLESS OTHERWISE NOTED
12. HOURS OF OPERATION SHALL BE BETWEEN THE HOURS OF 9:00 AM TO 9:00 PM

FULL SIZE SHEET (24"x36")
SCALE: 1" = 20'-0"

STATE OF OHIO — CHRISTOPHER J. BEOMAR — E-69297 — REGISTERED PROFESSIONAL ENGINEER — 01/01/2020

	DESCRIPTION	DATE
1	ISSUE FOR PERMIT DOCS	01/31/2020

A NEW BUILDING FOR
CUYAHOGA COUNTY PUBLIC LIBRARY
BAY VILLAGE BRANCH LIBRARY
WOLF ROAD, BAY VILLAGE, OHIO 44140

DATE
MARCH 29, 2019

PROJECT NO.
2019-0051

SCALE
AS NOTED

SITE LAYOUT PLAN

C1.01

21 Corporate Circle
Eatontown, NJ 07724
(732) 542-1100
Fax: (732) 542-1101
www.HBMarchitects.com

HBM

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EXHIBIT "A-1"

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LEGAL DESCRIPTION
WATER LINE EASEMENT

Situated in the City of Bay Village, County of Cuyahoga, State of Ohio and known as being part of Original Dover Township Lot 95 and being more particularly described as follows:

Beginning at a 1 inch iron pin monument box found at the intersection of the centerline of Wolf Road, 86 feet wide and the centerline of Dover Center Road, 86 feet wide, said point also being the southeast corner of Original Dover Township Lot 95; thence along the centerline of said Wolf Road, North 89 degrees 17 minutes 24 seconds West, a distance of 475.63 feet to a point; thence North 00 degrees 42 minutes 36 seconds East, a distance of 43.00 feet to a point on the northerly line of Wolf Road; thence along the northerly line of Wolf Road, North 89 degrees 17 minutes 24 seconds West, a distance of 212.86 feet to a point; thence North 13 degrees 52 minutes 52 seconds West, a distance of 290.60 feet to a point; thence North 09 degrees 39 minutes 33 seconds West, a distance of 169.78 feet to a point; thence South 89 degrees 47 minutes 23 seconds East, a distance of 51.60 feet to the PRINCIPAL PLACE OF BEGINNING of the premises described herein;

Course 1) Thence North 53 degrees 10 minutes 53 seconds West, a distance of 47.56 feet to a point;

Course 2) Thence North 08 degrees 10 minutes 53 seconds West, a distance of 8.14 feet to a point;

Course 3) Thence North 81 degrees 49 minutes 07 seconds East, a distance of 10.00 feet to a point;

Course 4) Thence South 08 degrees 10 minutes 53 seconds East, a distance of 4.00 feet to a point;

Course 5) Thence South 53 degrees 10 minutes 53 seconds East, a distance of 56.87 feet to a point;

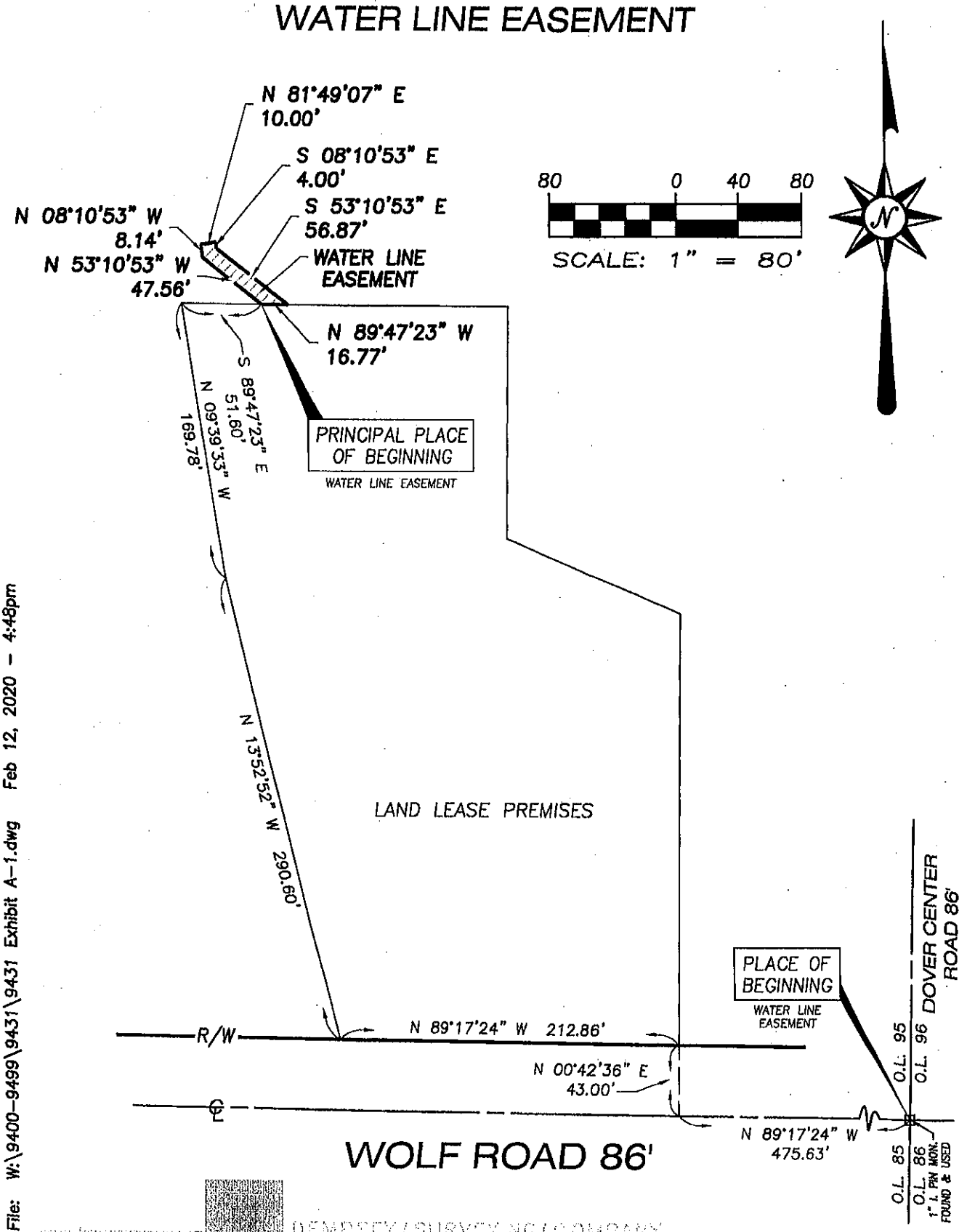
Course 6) Thence North 89 degrees 47 minutes 23 seconds West, a distance of 16.77 feet to the Principal Place of Beginning, as described by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on February 12, 2020.

BASIS OF BEARINGS: Bearings are referenced to Grid North of the Ohio State Plane Coordinate System, North Zone, NAD 83 datum.

EXHIBIT "A-1"

MAP TO ACCOMPANY LEGAL DESCRIPTION

WATER LINE EASEMENT



Drawing File: W:\9400-9499\9431\9431 Exhibit A-1.dwg Feb 12, 2020 - 4:48pm

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FEBRUARY 12, 2020

FILE No. 9431

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LEGAL DESCRIPTION
STORM OUTFALL EASEMENT 1

Situated in the City of Bay Village, County of Cuyahoga, State of Ohio and known as being part of Original Dover Township Lot 95 and being more particularly described as follows:

Beginning at a 1 inch iron pin monument box found at the intersection of the centerline of Wolf Road, 86 feet wide and the centerline of Dover Center Road, 86 feet wide, said point also being the southeast corner of Original Dover Township Lot 95; thence along the centerline of said Wolf Road, North 89 degrees 17 minutes 24 seconds West, a distance of 475.63 feet to a point; thence North 00 degrees 42 minutes 36 seconds East, a distance of 43.00 feet to a point on the northerly line of Wolf Road; thence along the northerly line of Wolf Road, North 89 degrees 17 minutes 24 seconds West, a distance of 212.86 feet to a point; thence North 13 degrees 52 minutes 52 seconds West, a distance of 13.78 feet to the PRINCIPAL PLACE OF BEGINNING of the premises described herein;

Course 1) Thence North 89 degrees 17 minutes 24 seconds West, a distance of 69.30 feet to a point;

Course 2) Thence North 00 degrees 42 minutes 36 seconds East, a distance of 10.00 feet to a point;

Course 3) Thence South 89 degrees 17 minutes 24 seconds East, a distance of 66.70 feet to a point;

Course 4) Thence South 13 degrees 52 minutes 52 seconds East, a distance of 10.33 feet to the Principal Place of Beginning, as described by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on February 12, 2020.

BASIS OF BEARINGS: Bearings are referenced to Grid North of the Ohio State Plane Coordinate System, North Zone, NAD 83 datum.

EXHIBIT "A-1"

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F 216/226/1131 | CLEVELAND, OH 44107-2835

LEGAL DESCRIPTION
STORM OUTFALL EASEMENT 2

Situated in the City of Bay Village, County of Cuyahoga, State of Ohio and known as being part of Original Dover Township Lot 95 and being more particularly described as follows:

Beginning at a 1 inch iron pin monument box found at the intersection of the centerline of Wolf Road, 86 feet wide and the centerline of Dover Center Road, 86 feet wide, said point also being the southeast corner of Original Dover Township Lot 95; thence along the centerline of said Wolf Road, North 89 degrees 17 minutes 24 seconds West, a distance of 475.63 feet to a point; thence North 00 degrees 42 minutes 36 seconds East, a distance of 43.00 feet to a point on the northerly line of Wolf Road; thence along the northerly line of Wolf Road, North 89 degrees 17 minutes 24 seconds West, a distance of 212.86 feet to a point; thence North 13 degrees 52 minutes 52 seconds West, a distance of 149.00 feet to the PRINCIPAL PLACE OF BEGINNING of the premises described herein;

Course 1) Thence South 79 degrees 50 minutes 44 seconds West, a distance of 25.33 feet to a point;

Course 2) Thence North 10 degrees 09 minutes 16 seconds West, a distance of 10.00 feet to a point;

Course 3) Thence North 79 degrees 50 minutes 44 seconds East, a distance of 24.67 feet to a point;

Course 4) Thence South 13 degrees 52 minutes 52 seconds East, a distance of 10.02 feet to the Principal Place of Beginning, as described by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on February 12, 2020.

BASIS OF BEARINGS: Bearings are referenced to Grid North of the Ohio State Plane Coordinate System, North Zone, NAD 83 datum.

EXHIBIT "A-1"

www.dempseysurvey.com
62
DEMPSEY/SURVEYING/COMPANY
P 216/226/1130 | 12815 DETROIT AVENUE
F 216/226/1131 | CLEVELAND, OH 44107-2835

LEGAL DESCRIPTION
STORM OUTFALL EASEMENT 3

Situated in the City of Bay Village, County of Cuyahoga, State of Ohio and known as being part of Original Dover Township Lot 95 and being more particularly described as follows:

Beginning at a 1 inch iron pin monument box found at the intersection of the centerline of Wolf Road, 86 feet wide and the centerline of Dover Center Road, 86 feet wide, said point also being the southeast corner of Original Dover Township Lot 95; thence along the centerline of said Wolf Road, North 89 degrees 17 minutes 24 seconds West, a distance of 475.63 feet to a point; thence North 00 degrees 42 minutes 36 seconds East, a distance of 43.00 feet to a point on the northerly line of Wolf Road; thence along the northerly line of Wolf Road, North 89 degrees 17 minutes 24 seconds West, a distance of 212.86 feet to a point; thence North 13 degrees 52 minutes 52 seconds West, a distance of 288.00 feet to the PRINCIPAL PLACE OF BEGINNING of the premises described herein;

Course 1) Thence South 41 degrees 01 minutes 59 seconds West, a distance of 98.13 feet to a point;

Course 2) Thence North 48 degrees 58 minutes 01 seconds West, a distance of 10.00 feet to a point;

Course 3) Thence North 41 degrees 01 minutes 59 seconds East, a distance of 106.07 feet to a point;

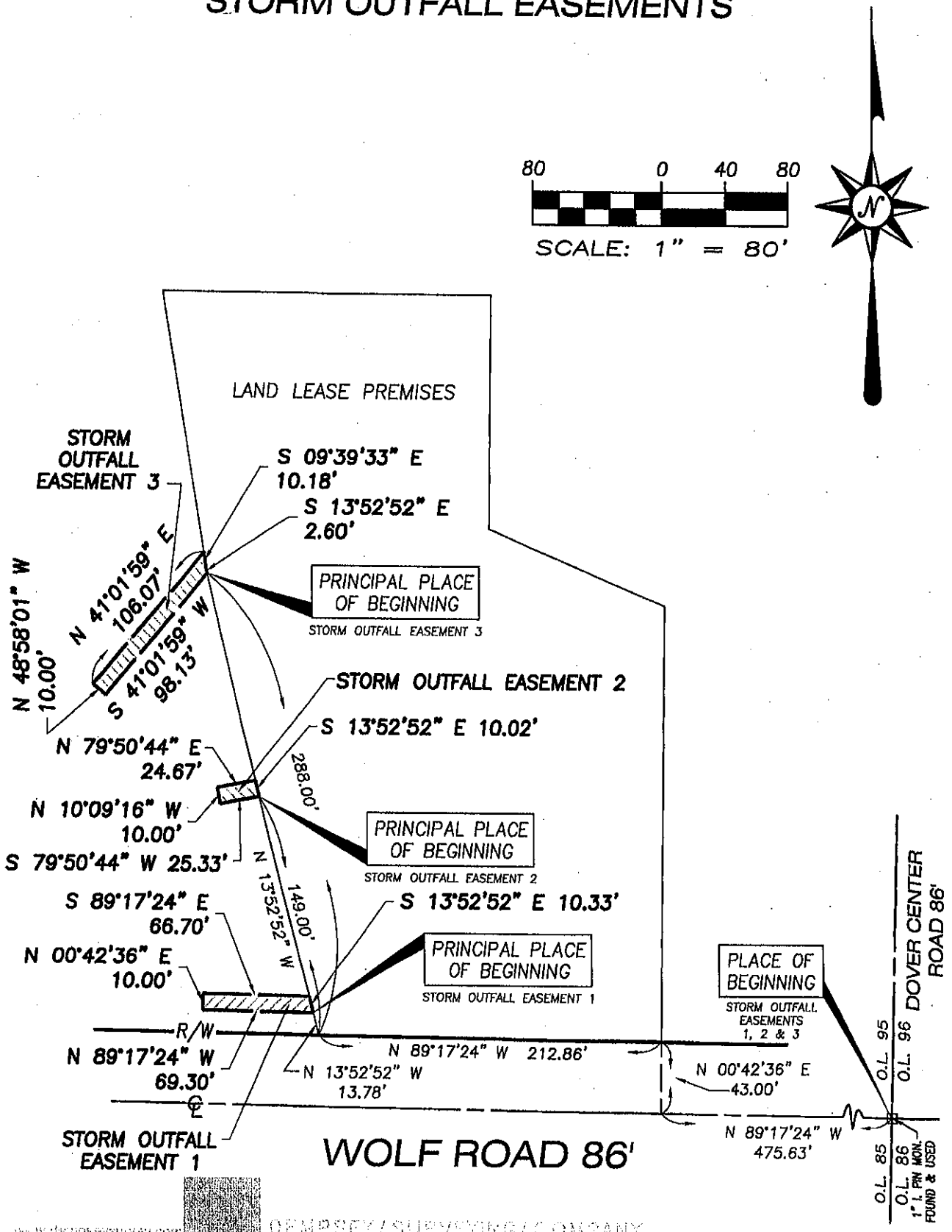
Course 4) Thence South 09 degrees 39 minutes 33 seconds East, a distance of 10.18 feet to a point;

Course 5) Thence South 13 degrees 52 minutes 52 seconds East, a distance of 2.60 feet to the Principal Place of Beginning, as described by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on February 12, 2020.

BASIS OF BEARINGS: Bearings are referenced to Grid North of the Ohio State Plane Coordinate System, North Zone, NAD 83 datum.

EXHIBIT "A-1"

MAP TO ACCOMPANY LEGAL DESCRIPTION
STORM OUTFALL EASEMENTS



Drawing File: W:\9400-9499\9431\9431 Exhibit A-1.dwg Feb 12, 2020 - 4:49pm

DEMPSEY / SURVEYING / COMPANY
P 216/226/1130 | 128 S. DETROIT AVENUE
F 216/226/1131 | CLEVELAND, OH 44107-2835

FEBRUARY 12, 2020
FILE No. 9431

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EXHIBIT "A-1"

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DEMPSEY/SURVEYING/COMPANY
P 216/226/1130 | 12815 DETROIT AVENUE
F 216/226/1131 | CLEVELAND, OH 44107-2835

LEGAL DESCRIPTION
SANITARY SEWER EASEMENT

Situated in the City of Bay Village, County of Cuyahoga, State of Ohio and known as being part of Original Dover Township Lot 95 and being more particularly described as follows:

Beginning at a 1 inch iron pin monument box found at the intersection of the centerline of Wolf Road, 86 feet wide and the centerline of Dover Center Road, 86 feet wide, said point also being the southeast corner of Original Dover Township Lot 95; thence along the centerline of said Wolf Road, North 89 degrees 17 minutes 24 seconds West, a distance of 475.63 feet to a point; thence North 00 degrees 42 minutes 36 seconds East, a distance of 43.00 feet to a point on the northerly line of Wolf Road; thence along the northerly line of Wolf Road, North 89 degrees 17 minutes 24 seconds West, a distance of 212.86 feet to a point; thence North 13 degrees 52 minutes 52 seconds West, a distance of 290.60 feet to a point; thence North 09 degrees 39 minutes 33 seconds West, a distance of 169.78 feet to a point; thence South 89 degrees 47 minutes 23 seconds East, a distance of 71.00 feet to the PRINCIPAL PLACE OF BEGINNING of the premises described herein;

Course 1) Thence North 28 degrees 42 minutes 25 seconds West, a distance of 77.24 feet to a point;

Course 2) Thence South 61 degrees 17 minutes 35 seconds East, a distance of 10.00 feet to a point;

Course 3) Thence South 28 degrees 42 minutes 25 seconds East, a distance of 82.76 feet to a point;

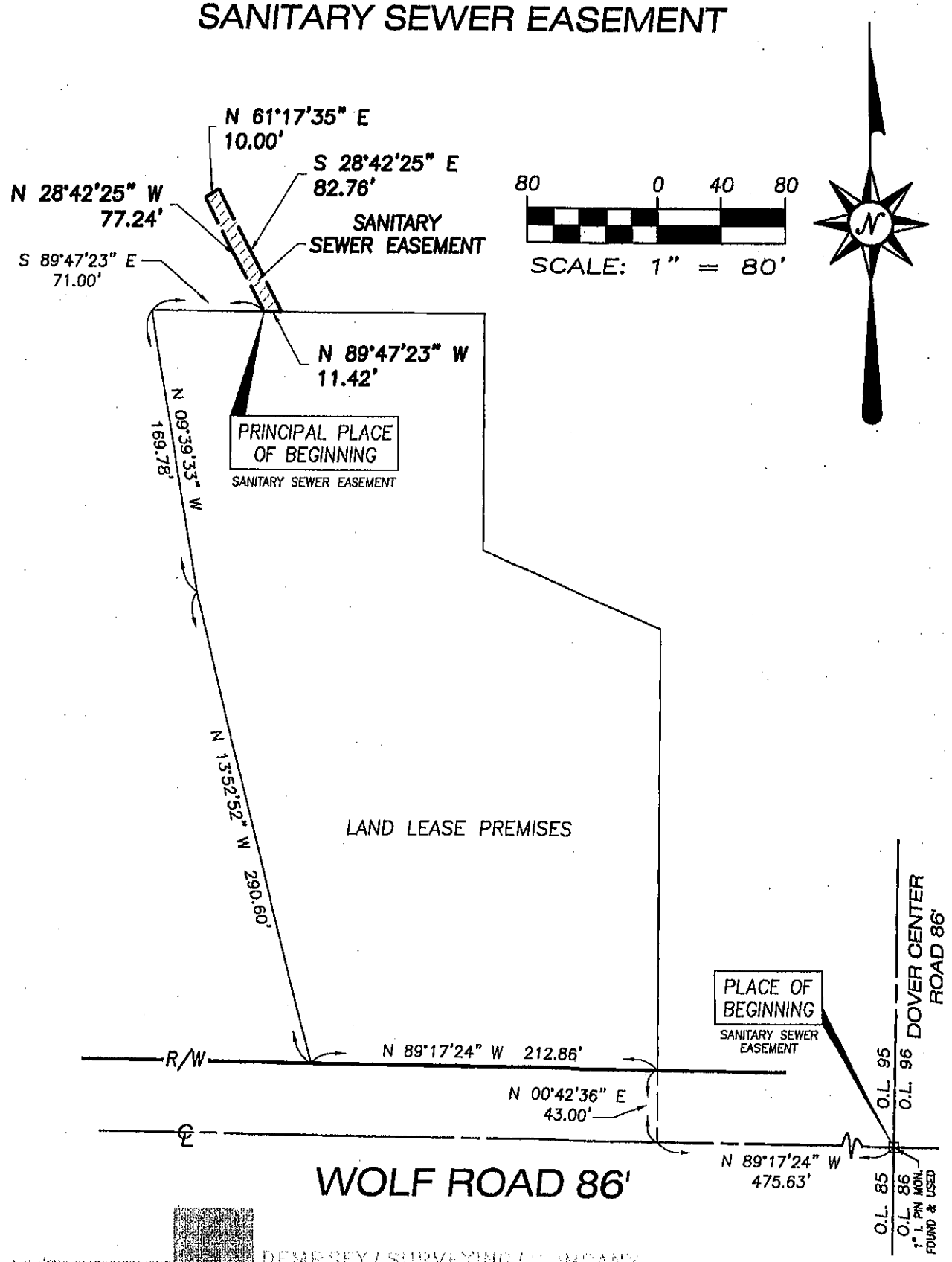
Course 4) Thence North 89 degrees 47 minutes 23 seconds West, a distance of 11.42 feet to the Principal Place of Beginning, as described by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on February 12, 2020.

BASIS OF BEARINGS: Bearings are referenced to Grid North of the Ohio State Plane Coordinate System, North Zone, NAD 83 datum.

EXHIBIT "A-1"

MAP TO ACCOMPANY LEGAL DESCRIPTION

SANITARY SEWER EASEMENT



DEMPSEY / SURVEYING / COMPANY

F 216/226/1130 | 12010 DETROIT AVENUE
F 216/226/1131 | CLEVELAND, OH 44107-2835

FEBRUARY 12, 2020

FILE No. 9431

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EXHIBIT "A-1"

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P 216/226/1130 | 12815 DETROIT AVENUE
F 216/226/1131 | CLEVELAND, OH 44107-2835

LEGAL DESCRIPTION
COMMUNICATIONS & ELECTRIC EASEMENT 1

Situated in the City of Bay Village, County of Cuyahoga, State of Ohio and known as being part of Original Dover Township Lot 95 and being more particularly described as follows:

Beginning at a 1 inch iron pin monument box found at the intersection of the centerline of Wolf Road, 86 feet wide and the centerline of Dover Center Road, 86 feet wide, said point also being the southeast corner of Original Dover Township Lot 95; thence along the centerline of said Wolf Road, North 89 degrees 17 minutes 24 seconds West, a distance of 475.63 feet to a point; thence North 00 degrees 42 minutes 36 seconds East, a distance of 43.00 feet to a point on the northerly line of Wolf Road; thence along the northerly line of Wolf Road, North 89 degrees 17 minutes 24 seconds West, a distance of 212.86 feet to a point; thence North 13 degrees 52 minutes 52 seconds West, a distance of 290.60 feet to the PRINCIPAL PLACE OF BEGINNING of the premises described herein;

Course 1) Thence South 80 degrees 20 minutes 27 seconds West, a distance of 12.00 feet to a point;

Course 2) Thence North 09 degrees 39 minutes 33 seconds West, a distance of 45.00 feet to a point;

Course 3) Thence North 80 degrees 20 minutes 27 seconds East, a distance of 12.00 feet to a point;

Course 4) Thence South 09 degrees 39 minutes 33 seconds East, a distance of 45.00 feet to the Principal Place of Beginning, as described by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on February 12, 2020.

BASIS OF BEARINGS: Bearings are referenced to Grid North of the Ohio State Plane Coordinate System, North Zone, NAD 83 datum.

EXHIBIT "A-1"

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est. 62
DEMPSEY/SURVEYING/COMPANY
P 216/226/1130 | 12815 DETROIT AVENUE
F 216/226/1131 | CLEVELAND, OH 44107-2835

LEGAL DESCRIPTION
COMMUNICATIONS EASEMENT 2

Situated in the City of Bay Village, County of Cuyahoga, State of Ohio and known as being part of Original Dover Township Lot 95 and being more particularly described as follows:

Beginning at a 1 inch iron pin monument box found at the intersection of the centerline of Wolf Road, 86 feet wide and the centerline of Dover Center Road, 86 feet wide, said point also being the southeast corner of Original Dover Township Lot 95; thence along the centerline of said Wolf Road, North 89 degrees 17 minutes 24 seconds West, a distance of 475.63 feet to a point; thence North 00 degrees 42 minutes 36 seconds East, a distance of 43.00 feet to a point on the northerly line of Wolf Road; thence North 00 degrees 50 minutes 06 seconds East, a distance of 44.26 feet to the PRINCIPAL PLACE OF BEGINNING of the premises described herein;

Course 1) Thence continuing North 00 degrees 50 minutes 06 seconds East, a distance of 220.00 feet to a point;

Course 2) Thence South 89 degrees 09 minutes 54 seconds East, a distance of 18.00 feet to a point;

Course 3) Thence South 00 degrees 50 minutes 06 seconds West, a distance of 220.00 feet to a point;

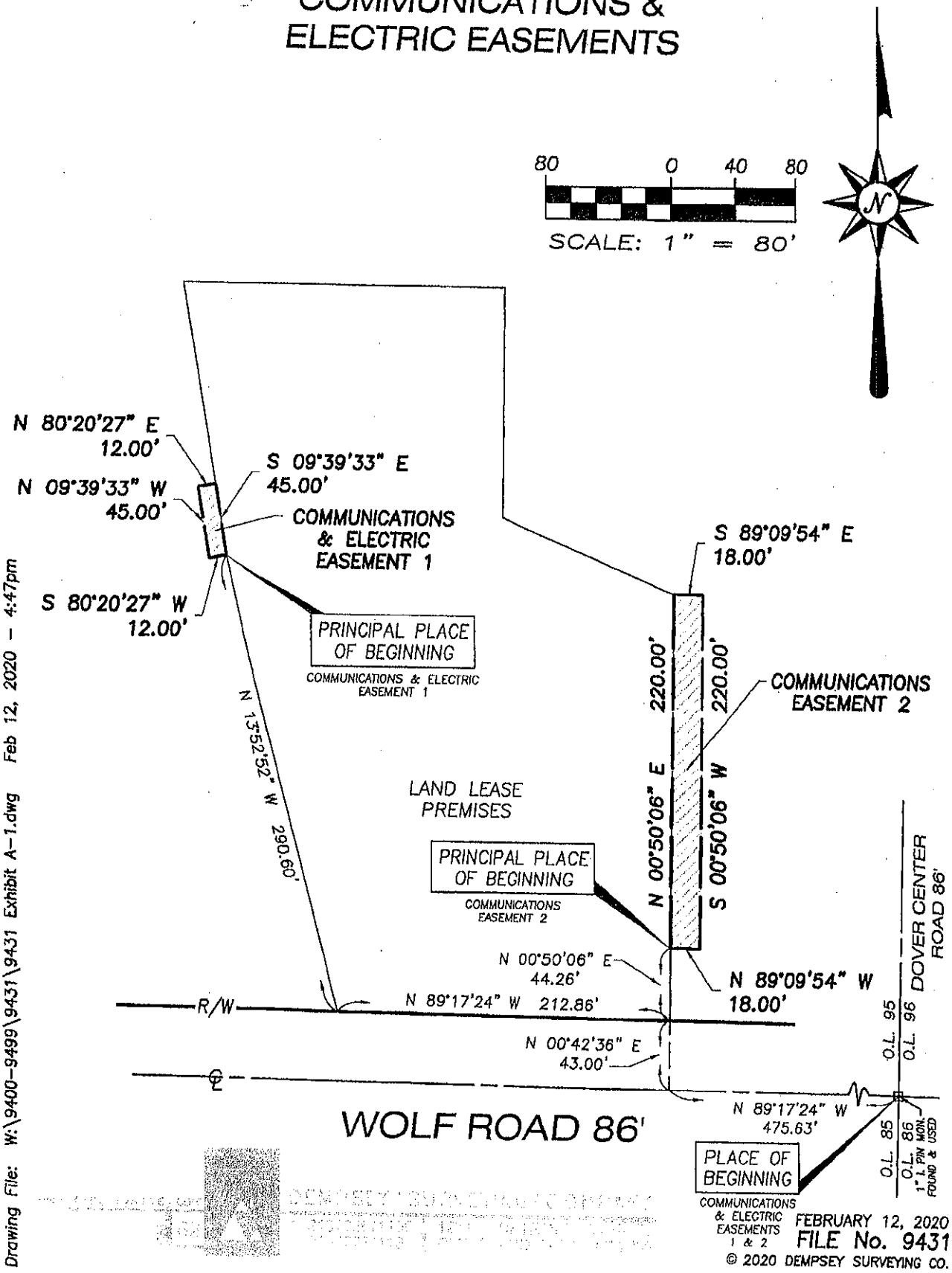
Course 4) Thence North 89 degrees 09 minutes 54 seconds West, a distance of 18.00 feet to the Principal Place of Beginning, as described by Christopher J. Dempsey, Professional Land Surveyor No. 6914 of Dempsey Surveying Company on February 12, 2020.

BASIS OF BEARINGS: Bearings are referenced to Grid North of the Ohio State Plane Coordinate System, North Zone, NAD 83 datum.

EXHIBIT "A-1"

MAP TO ACCOMPANY LEGAL DESCRIPTION

COMMUNICATIONS & ELECTRIC EASEMENTS



FEBRUARY 12, 2020
FILE No. 9431

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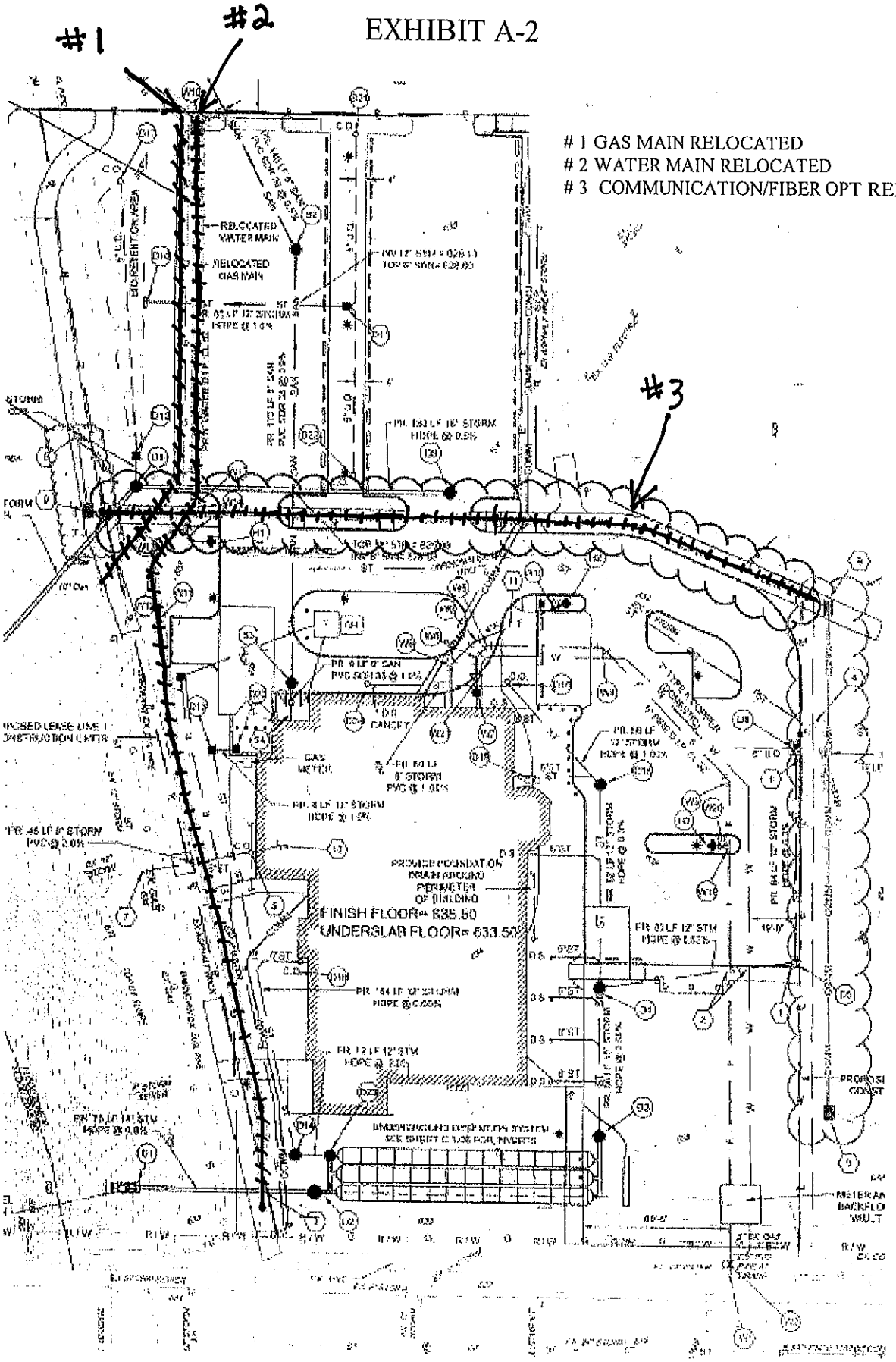
EXHIBIT A-2

RETAINED EASEMENT

EXHIBIT A-2



1 GAS MAIN RELOCATED
2 WATER MAIN RELOCATED
3 COMMUNICATION/FIBER OPT RELOCATED

EXHIBIT B
PERMITTED ENCUMBRANCES

(Attached List)

EXHIBIT B

PERMITTED ENCUMBRANCES

Subject to items contained in the Dedication Plat for Wolf Road recorded in Plat Map Book 121, Page 23 in Cuyahoga County Records.

Subject to items contained in the Dedication and Vacation Plat for Relocation of Cahoon Road recorded in Plat Map Book 119, Page 28in Cuyahoga County Records .

Subject to the conditions contained in the Order of Probate Court recorded April 8, 1918 in Volume 2018, Page 96 in Cuyahoga County Records.

Subject to the recitals contained in the Ordinance recorded April 4, 1918 in Misc. Volume 13, Page 496 in Cuyahoga County Records.

Easement granted by The Lake Shore Electric Railway Company to The Cleveland Electric Illuminating Company disclosed by instrument recorded August 24, 1926 in Volume 3396, Page 166 .

Subject to the recitals contained in the Quit Claim Deed by The Toledo Edison Company to the Village of Bay recorded June 23, 1947 in Volume 6290, Page 536 in Cuyahoga County Records.

Subject to the recitals contained in the Quit Claim Deed by The Toledo Edison Company to The Village of Bay recorded July 16, 1947 in Volume 6299, Page 138 in Cuyahoga County Records.

Easement for Highway Purposes granted by City of Bay Village to the State of Ohio disclosed by instrument recorded July 30, 1964 in Volume 11170, Page 123 in Cuyahoga County Records.

Easement Agreement between the Cahoon Park Trustees and the City of Bay Village, disclosed by instrument recorded May 21, 1980 in Volume 15254, Page 691 in Cuyahoga County Records.

Easement Agreement between the Cahoon Park Trustees and the City of Bay Village, disclosed by instrument recorded December 21, 1984 in Volume 84-6055, Page 54 in Cuyahoga County Records.

Easement Agreement between the Cahoon Park Trustees and the City of Bay Village, disclosed by instrument recorded December 21, 1984 in Volume 84-6055, Page 57 in Cuyahoga County Records.

Underground Easement granted by The City of Bay Village and/or Cahoon Park Trustees to The Cleveland Electric Illuminating Company disclosed by instrument recorded January 3, 2003 in APN 200301030588 in Cuyahoga County Records.

AT&T Exclusive Easement granted by City of Bay Village (f.k.a. Mayor and Council of the Village of Bay, Cuyahoga County, Ohio) to The Ohio Bell Telephone Company, d/b/a AT&T Ohio disclosed by instrument recorded November 9, 2007 in APN 200711090521 in Cuyahoga County Records.

Easement granted by The City of Bay Village to Columbia Gas of Ohio, Inc. disclosed by instrument recorded January 6, 2014 in APN 201401060453 in Cuyahoga County Records.

Easement from City of Bay Village to the State of Ohio for the use and benefit of the Department of Transportation recorded November 1, 2018 in/as APN 201811010139 of Cuyahoga County Records.

Notice of Deed Restriction by the City of Bay Village as disclosed by instrument recorded April 30, 2019 in APN 201904300200 in Cuyahoga County Records.

EXHIBIT C

MEMORANDUM OF LEASE

MEMORANDUM OF GROUND LEASE

THIS MEMORANDUM OF GROUND LEASE, dated as of the ___ day of _____, 20__, is entered into by and between **THE CITY OF BAY VILLAGE**, an Ohio municipal corporation, whose address is 350 Dover Road, Bay Village, Ohio 44140 (hereinafter referred to as "Landlord"), and **CUYAHOGA COUNTY PUBLIC LIBRARY**, a county library district and political subdivision of the State of Ohio, whose address is 2111 Snow Road, Parma, Ohio (hereinafter called "Tenant").

WITNESSETH:

1. For and in consideration of the rents reserved and the covenants and conditions more particularly set forth in that certain Ground Lease by and between Landlord and Tenant dated as of _____, 2020, (the "Lease"), Landlord does let and lease unto Tenant and Tenant does lease and take from Landlord those certain tracts or parcels of land located at _____, consisting of approximately _____ acres, located in the City of Bay Village, County of Cuyahoga, State of Ohio, the same being more fully described on **Exhibit A** attached hereto and made a part hereof (the "Premises"). **Exhibit A-1** describes and depicts easements granted to Tenant under the Lease and off-leased premises shared parking and common roadways for non-exclusive use during the Term.

2. TO HAVE AND TO HOLD the Premises for a term of forty (40) years (the "Term") commencing on the _____, ____, 2020, subject, however, to the covenants, provisions and conditions contained in the Lease. The Lease contains options to extend which may extend the Term to ninety-nine (99) years in the aggregate.

3. During the Term of the Lease, and subject to the terms and conditions thereof, Landlord grants to Tenant all rights that Landlord has with respect to the use, occupancy, and enjoyment of the Premises, including ingress and egress easements and appurtenant rights thereto. The Lease contains certain use restrictions to prevent the effect of any rights of reverter that may exist.

4. Any notice, document or payment required or permitted to be delivered or remitted hereunder or by law shall be delivered or remitted by United States mail, postage prepaid, certified or registered, return receipt requested, or by hand delivery, recognized national overnight delivery service, or via facsimile (provided a copy is also sent by United States mail, first class, postage prepaid) addressed to the parties hereto at the respective addresses set out below, or at such other address as they shall hereafter specify by written notice delivered in accordance herewith:

If to Landlord, to:

City of Bay Village, Ohio
350 Dover Center Road
Bay Village, Ohio 44140
Attn: Mayor

With a copy to:

City of Bay Village, Ohio
350 Dover Center Road
Bay Village, Ohio 44140
Attn: Law Director

If to Tenant, to:

CUYAHOGA COUNTY PUBLIC LIBRARY
2111 Snow Road
Parma, Ohio 44134
Attn: Chief Executive Officer

With copy to:

CUYAHOGA COUNTY PUBLIC LIBRARY
2111 Snow Road
Parma, Ohio 44134
Attn: Director of Facilities

All such notices shall be deemed effective: one day after being sent by overnight courier, three (3) days after mailing, the date of electronic/date transmission (with confirmation of proper transmission) or when personally received, whichever is earlier.

5. This Memorandum of Lease is executed pursuant to Section 5301.251 of the Ohio Revised Code, and is a summary and condensation of certain provisions of the Lease. Nothing herein is intended to, nor shall, vary or expand the terms and conditions set forth in the Lease.

6. This Memorandum of Lease shall be binding upon the successors and assigns of the parties hereto.

[signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Ground Lease as of the day and year first above written.

LANDLORD:
CITY OF BAY VILLAGE, OHIO

By:_____
Name: Paul Koomar
Title: Mayor

CAHOON PARK TRUSTEES:

By:_____
Name: Dwight A.Clark
Title: Trustee

By:_____
Name: Sara Byrnes Maier
Title: Trustee

By:_____
Name: Lydia DeGeorge
Title: Trustee

By:_____
Name: Thomas J. Kelly
Title: Trustee

By:_____
Name: Nancy W. Stainbrook
Title: Trustee

By:_____
Name: Davd L. Tadych
Title: Trustee

By:_____
Name: Peter J. Winzig
Title: Trustee

By:_____
Name: Paul Koomar
Title: Mayor

TENANT:
CUYAHOGA COUNTY PUBLIC LIBRARY

By:_____
Name:_____
Title:_____

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by _____, the Mayor of the **CITY OF BAY VILLAGE, OHIO**, an Ohio municipal corporation, on behalf of the Ohio municipal corporation.

_____
Notary Public

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Dwight A. Clark, as a Trustee of the Cahoon Park Trust, on behalf of the Cahoon Park Trust.

_____
Notary Public

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Sara Byrnes Maier, as a Trustee of the Cahoon Park Trust, on behalf of the Cahoon Park Trust.

_____
Notary Public

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Lydia DeGeorge, as a Trustee of the Cahoon Park Trust, on behalf of the Cahoon Park Trust.

_____
Notary Public

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Thomas J. Kelly, as a Trustee of the Cahoon Park Trust, on behalf of the Cahoon Park Trust.

_____
Notary Public

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Nancy W. Stainbrook, as a Trustee of the Cahoon Park Trust, on behalf of the Cahoon Park Trust.

_____
Notary Public

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by David L. Tadych, as a Trustee of the Cahoon Park Trust, on behalf of the Cahoon Park Trust.

_____
Notary Public

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Peter Winzig, as a Trustee of the Cahoon Park Trust, on behalf of the Cahoon Park Trust.

_____
Notary Public

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Mayor Paul Koomar, as a Trustee of the Cahoon Park Trust, on behalf of the Cahoon Park Trust.

_____
Notary Public

STATE OF OHIO)
) ss:
CUYAHOGA COUNTY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020 by _____, the President of the Board of the **CUYAHOGA COUNTY PUBLIC LIBRARY**, a county library district and political subdivision of the State of Ohio, on behalf of the county library.

_____
Notary Public

APPROVED AS TO LEGAL FORM:

_____ Date:_____
Mark Barbour, Law Director
City of Bay Village

Prepared by:
Brian J. Moore, Esq.
Roetzel & Andress
1375 East Ninth Street
One Cleveland Center – 10th Floor
Cleveland, Ohio 44114

EXHIBIT A TO MEMORANDUM OF LEASE

LEGAL DESCRIPTION
OF THE PREMISES

ENGINEER'S ESTIMATE

TRANSFER RAMP REHABILITATION

CITY OF BAY VILLAGE

19424

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	TOTAL PRICE
1	PAVEMENT REMOVAL	SY	110	$10.00	$1,100.00
2	EXCAVATION AND EMBANKMENT	LS	1	$10,000.00	$10,000.00
3	EXISTING GUARDRAIL REMOVED	LF	50	$20.00	$1,000.00
4	CONCRETE BLOCK WALL REMOVAL	LS	1	$4,000.00	$4,000.00
5	SUBGRADE COMPACTION	SY	110	$6.00	$660.00
6	304 AGGREGATE BASE	CY	35	$50.00	$1,750.00
7	9" REINFORCED CLASS MS CONCRETE	SY	110	$100.00	$11,000.00
8	7" CONCRETE JOINT/ SLAB REPAIR (INCL. REMOVAL)	SY	100	$80.00	$8,000.00
9	GUARDRAIL TYPE MGS w/ LONG POSTS	LF	60	$30.00	$1,800.00
10	STONE STRONG RETAINING WALL	SF	768	$50.00	$38,400.00
11	#57 AGGREGATE	CY	50	$50.00	$2,500.00
12	4" UNDERDRAIN WITH FABRIC WRAP	LF	100	$40.00	$4,000.00
13	TOPSOIL, SEEDING, AND MULCHING	LS	1	$5,000.00	$5,000.00
14	EROSION AND SEDIMENT CONTROL	LS	1	$2,000.00	$2,000.00
				TOTAL CONSTRUCTION COST	**$91,210.00**
				Contingency (10%)	**$18,242.00**
				Engineer's Estimate:	$ 109,452.00

ALT 1	RAMP - PAVEMENT REMOVAL	SY	400	$10.00	$4,000.00
ALT 2	EXCAVATION & EMBANKMENT	LS	1	$1,000.00	$1,000.00
ALT 3	304 AGGREGATE BASE	CY	45	$50.00	$2,250.00
ALT 4	SUBGRADE COMPACTION	SY	400	$6.00	$2,400.00
ALT 5	SUBGRADE REMOVAL AND REPLACEMENT	CY	15	$25.00	$375.00
ALT 6	7" NON-REINFORCED CLASS MS CONCRETE	SY	400	$90.00	$36,000.00
				ALTERNATE ITEM TOTAL:	$46,025.00
				Contingency (10%)	$4,602.50
				Engineer's Estimate:	$50,627.50

	Total for both (remove joint slab repair item)	$ 152,079.50