

# 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 beholden 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 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.**

2020 Pavement Maintenance and Resurfacing Contract – Review of Bids.

**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