

City of Broadview Heights
Work Session Meeting Minutes
February 26, 2018

Mr. Boldt called the **Work Session** to order at 7:38 p.m.

Ms. Mahnic led the Pledge of Allegiance.

ROLL CALL

MEMBERS PRESENT:	Mr. Robert A. Boldt	(Ward 4 Councilor, President)
	Mr. Thomas Pavlica	(Ward 1 Councilor)
	Mr. Brian Wolf	(Ward 2 Councilor)
	Mr. George Stelmaschuk	(Ward 3 Councilor, President Pro-Tem)
	Ms. Jennifer A. Mahnic	(Councilor At-Large)
	Mr. Joe Price	(Councilor At-Large)
	Mr. Glenn R. Goodwin	(Councilor At-Large)

OFFICER(S) PRESENT:	Mr. Samuel J. Alai	(Mayor)
	Mr. Vince Ruffa	(Law Director)
	Chief Vizer	(Police Chief)
	Chief Jeffrey Hajek	(Fire Chief)
	Mr. Dave Pfaff	(Finance Director)
	Mr. David Schroedel	(Service Director)
	Mr. Gary Yelenosky	(City Engineer)
	Mrs. Amy Jo Washabaugh	(Human Service Director)
	Mrs. Helen Dunlap	(Clerk of Council)

OFFICER(S) ABSENT:	Mr. Michael Skvasik	(Building Commissioner)
	Ms. Kristina Sorensen	(Economic Development Director)
	Mrs. Paula Horner	(Parks & Recreation Director)

1. Discussion from the Finance Department. Mr. Pfaff

a. Healthcare Premiums

Mr. Pfaff stated that this is the Healthcare renewal. They discussed this at the prior Finance Committee meeting. Basically we are looking at an overall rate increase of approximately 9.4%. The dollar cost about \$193.00 based on current enrollment. With the union contracts and the things that are in place, they did switch the dental at a lower cost but there really wasn't anything else that we could do this year.

Ms. Mahnic stated that she thinks that in the future we have to have a way of handling this. At her place of employment if there were these kind of increases they would have to make a decision as union members to either reduce their coverage or pay the difference. \$200,000 is a lot of money.

Mr. Pfaff stated that they will have the ability next year. They had a one year pass in increasing any of the contributions.

Ms. Mahnic stated that she does not want to be in this situation again.

Mr. Price asked for Mr. Pfaff to remind him what the employee contribution is.

Mr. Pfaff stated \$35 for a single plan and \$75 for family.

Mr. Price stated so it is not based on any kind of percentage. He asked if they have looked at that compared to other communities.

Mr. Pfaff stated yes and that is what they are currently working on that right now.

Mr. Price stated that he knows that is something we especially want to have discussion with collective bargaining in the future unless there is a caveat put in the contract that that says that it follows all non-collective bargaining employees. He does not know how it is listed in there. Contract wise, maybe for instance he could pick any one of the safety services that would have a contract and it may be limited in there somewhere. You can't change it until the next renewal of the contract comes up.

Mr. Pfaff stated right. The goal would be to get it put in as a percent with no cap.

Mayor Alai stated that they are working on that now. We are going to Fact Finding.

Mr. Boldt stated that \$200,000 and he doesn't care what changes, we are not getting that \$200,000 back so next year even if there is an adjustment, we are never going to get the \$200,000 back. He thinks that people in the private sector that live in the city and pay taxes would love to pay \$75 a month for a family. That is all that he has to say. And they pay the bill.

Mr. Price stated that he will chime in on that as someone who participates and pays 15% which is about \$300 a month; it is a heck of lot cheaper than the \$1500 a month that he was paying as a private citizen. It is still a very reasonable plan and that is based on a percentage so you are being more than generous at \$75 per month.

Mr. Boldt stated that he is not here to get anyone riled up, it is just, we have to make some changes because we have to make some changes and hopefully there will be something in them that will, where the employees understand and we show a little more responsibility to the tax payers of the city.

b. Southwest Council of Governments

Mr. Pfaff stated that this is just an annual program that participates both police and fire. Last year the cost was \$18,000 and this year it has gone up \$2000 to \$20,000 per year.

2. Discussion from Council.

a. Rumpke Addition – Final Approval.

Mr. Boldt stated that they received final approval so we need to push that on to council.

b. Wallings Road Resurfacing Project – Resolution 2018-23.

Mr. Boldt stated that this city is probably going to receive \$1.8 million for this project. He is not happy about the bike path. They discussed this 10 years ago, but he completely understands. The Mayor and he talked about this about 20 hours in the past 3 weeks going back and forth. He realized how important that the bike paths are for the future of the city but both of them agree this shouldn't be a \$1 million project so he is going to resurface Wallings Road. He is going to accept that. They are both good on that and the Mayor is going to look for funding to help us add the bike lane down the road. But at this point we are not going to sacrifice the \$1.8 million and we are not going to pay \$1 million for the bike lane.

Mayor Alai stated that he appreciates that and he appreciates all of council in this endeavor. We were lucky enough to get this to come in quicker than we really wanted and we do not want to look a gift horse in the mouth but he also will say it on the record tonight in front of all of council that we will make every effort to get this done as economically as possible and quickly as possible.

Mr. Goodwin stated that he thinks that the residents are going to certainly appreciate the resurfacing. He has heard considerable feedback about the condition of that road and we need to move forward immediately.

Mr. Wolf stated that with Wallings Road and East Mill, they will be very happy in Ward 2.

3. Discussion from the Engineering Department. Mr. Yelenosky

a. Wright Road/Overlook Avenue Bid Results

Mr. Yelenosky stated that he has included a letter summarizing the bid results and the low bidder was a contractor named Catts Construction that came in at \$1,463,569.20. As you can see we did have 6 bidders, Fabrizi being the next within \$5,000. There was an issue with Catts bid, they had a couple of line items that there was a mathematical error. It didn't affect their total bid so they were the low bid. He is asking for council's approval to enter into a contract with Catts Construction. He did do a reference check on this contractor and he reached out to several municipalities, Independence being the major one and they had good things to say about the contractor. They worked well with the cities and the residents. He is asking for council's approval for us to enter into a contract with them.

Mr. Pavlica asked where this contractor is out of.

Mr. Yelenosky stated that he does not know his exact location.

Mr. Price stated Warrensville Heights.

Mr. Yelenosky stated that he knows that he is in Cuyahoga County. They are actually doing Rt. 82 in Brecksville, the pavement restoration.

b. Chippewa NPSIS Plan and CCS Applications – MS4 Training

Mr. Yelenosky stated that we were approached by the West Creek Conservancy District; Mr. Schaffer is the CEO of that organization. He reached out and he believes that he spoke with the Mayor and he spoke with him also about NPSIS Plan. A non-point source implementation strategy, so they are looking at doing these throughout different watersheds within the Cuyahoga River Watershed area so he reached out to us and he

kind of laid out what this plan would entail and what the benefits were. The major benefit being that we would be eligible for a decent amount of grant opportunities and he actually had some offline discussions with these agencies that release these grants and they second that, they give some good things to say about not only his organization but him as well. So he is asking for council approval to enter into an agreement with the West Creek organization and as well we are going to submit for a community cost share application in the amount of \$5,000 so the first thing that he is asking council to do is enter into an agreement with the NEORSRD which that legislation they are working through finalizing which he hopes to have before next Monday.

Mayor Alai stated that also as a FYI, Derek Schaffer from West Creek also now is in control of the property at the bottom of Broadview Road, Assumption hill going to the west, 26-28 acres, if you remember a gentleman wanted to put in some apartments or senior housing there at the bottom of the hill and they ended up losing the property and the land bank gave it to the West Creek Conservancy so there is going to be a lot of work that we can do back and forth with this group, they are a great non-profit and do some good things.

c. Revised 1448.19

Mr. Yelenosky stated that he would like to revise section 1448.19, he would like to include some language. Typically in the past we have only considered cash bonds as bonds for concrete, lawn and final grade. These have kind of put a burden into some of the developers. It is a substantial cost to put up front so Mr. Skvasik and he have discussed this and they feel pretty confident to allow for a performance bond in lieu of that cash bond so it would be an and/or for final grade, concrete and lawn.

Mr. Stelmaschuk asked how much these bonds are typically.

Mr. Yelenosky stated that the typical bond can range from \$20,000-\$30,000. They are seeing some bigger bonds calculated for the sub lots in Braemer Farms and only a small portion of those lots are really being affected for lawn but we calculate the entire lot. So that is where you are getting \$20,000 lawn bonds which are quite substantial.

Mr. Pavlica asked how much is a \$20,000 bond for the builder, is it \$20,000.

Mr. Yelenosky stated that right now it is a cash bond so it is \$20,000 and it would be \$20,000 of that money that we would hold until either the project was completed or the lawn would be fully in.

Mr. Pavlica stated that the city had to step in and do something, what would be our steps to recoup the money if we need.

Mr. Yelenosky stated that the mechanism in place would be the cash bond or the performance bond. If we needed to act on that we would use that money. We would basically hold the bond or hold the money, the money is held in a separate account and if it came to it we would use the money for the intended purpose so if they didn't put a driveway in we would put the driveway in.

Mr. Boldt stated that he thinks what Mr. Pavlica is getting at, when we did McIntosh, it was several phases but if you start looking at the phases now, they are going smaller, smaller and smaller that way they get their money back quicker so do we have enough that if they would go belly up to finish.

Mr. Yelenosky stated that there are 2 things in play, so let's just use the example, Braemer Farms, Petros in this case, he is the developer, he has to put up a line of credit as well as a deposit so that is for the subdivision, that is for the street, utilities, everything is in place. Now there are obviously the sub lots that go along with that and a lot of times he thinks what he is eluding to is, well over time maybe only half of them get developed and then 5 years later a couple more, so it would be for individual sub lots. In this case, the developer Petros, he is going, we have had this discussion with him, he will put up a performance bond for all of the lots, and this is separate from what he has in his developer's agreement, so it will be another bond outside of that. So say if all the lots, if for whatever reason he goes belly up, we would be able to go in and at least install lawns on all of those lots.

Mr. Boldt asked if there is enough money to do that.

Mr. Yelenosky stated that there would be if they put up a performance or cash bond. Right now we don't take any bond money until they file for a permit for an individual houses and we only started taking these, we started taking cash bonds up front before it was a time limited agreement so if you built your house and you were putting your lawn in you can basically put up this bond if it was late fall, winter when you really couldn't put in a lawn, but at that point it is a little bit too late because we are chasing these contractors to get this money. So if a house was permitted in the summer and then they finalized it in the winter they would, the way that it used to be is that they would have to put up that money in the winter and we ran into the situation where well a lot of them weren't putting that money up, they would achieve their occupancy permit, people would be living in the house and our hands are kind of tied behind our backs at that point so we started taking everything up front.

Mr. Pavlica stated so we are not going to do that anymore.

Mr. Yelenosky stated that we are still taking the money up front. The only thing that this is allowing us to do is to have the contractor put in a performance bond instead of a full cash bond. So right now they would cut, in the case of the \$30,000 they would just bring in a check for \$30,000 and we would deposit it and that money is tied up for it could be 6-8 months and in this case they would go to their bonding agency and get a performance bond and submit the performance bond and we would have that on file and usually he thinks those are good for several years.

Mr. Goodwin asked if it takes a number of extra steps to reclaim that money on a performance bond as opposed to a cash bond. How much more difficult is it?

Mr. Yelenosky stated that it is not tremendously difficult. There is an extra step obviously you are dealing with another entity, a bonding agency at that point. Whereas, if you had the cash bond it would be deposited in the city account, either way you have to justify spending it so he would not look at it as too much of a hurdle.

Mr. Goodwin asked that there would be no legal expenses for something like that.

Mr. Ruffa stated that there are always legal expenses.

Mr. Yelenosky stated that obviously we would try and prevent that as much as possible. He guesses that every situation would be unique so he doesn't want to say that there wouldn't be any but on your typical ones no. We take the money in or we take the performance bond and then we would release the performance bond or the cash the same way.

Mr. Pavlica stated but you would have to recoup the money, are there legal expenses though.

Mr. Yelenosky stated that there is language in our current ordinances that allow for that.

Ms. Mahnic asked if there could be a way to write this so that you can have discretion so that it is not just everyone gets a performance bond issued or if there is a company that maybe we don't have such a relationship with or reliable history that we can still require them to do the cash bond vs. the performance bond.

Mr. Yelenosky stated that he does not think so. He thinks that it would be up to the contractor to submit either or if we allow for it.

Ms. Mahnic asked Mr. Ruffa.

Mr. Ruffa stated that ultimately what you are suggesting is putting in language, he means you could put in language in the affect that says has to deposit a cash bond or a secured performance bond at the discretion of either the engineer or the building department but you are going to have a huge problem because people are going to come in and say why is this person allowed to put a performance bond and why do I have to put up a cash bond and it is going to create some potential conflict there and ultimately someone may argue that they are being unfairly treated because they are not allowed to put a performance bond regardless of what standards you may set up in place so that is why.

Mr. Yelenosky stated that he thinks that there is too much of a gray area that may get us in a situation that we don't want to be in.

Mr. Goodwin asked if it would be possible to phrase it like that in legislation by council can change that at any given point.

Mr. Ruffa stated that you are still picking and choosing.

Mr. Goodwin stated approval of the engineer and council.

Mr. Ruffa stated that the issue is still you are picking and choosing who you are going to allow to use a cash bond and who you are going to allow to use a performance bond and that picking and choosing could create some negative legal ramifications if you allow one to do it and the other to do it but you are just creating two people making the decision now instead of one which creates even more of a potential conflict and an internal conflict if the engineer goes one way and council goes the other then we have to deal with that as well.

Mr. Pavlica stated that if he was a builder and he had \$20,000 sitting out there, he would sure want to get that driveway, sidewalk in and get that landscaping done ASAP.

Mr. Yelenosky stated that the end goal for a developer is to get someone moved into that house and he thinks that along that line the thing is as soon as they can turn it over, he means they are still paying the property taxes and things of that nature until the house is actually turned over so we would have a performance bond regardless. The main issue is the lawn, that is where we have seen the issues in the past. From at least his experience is that most contractors, they will do the concrete and they will do the final

grade but they will not be installing lawns so what this is saying is well you have to put the money up front, well if he is a contractor, they don't want to put \$7,000 or \$20,000 for a lawn because they are not putting it in so why should they be held responsible and from our end we just want one point of contact. We want one person responsible to make these changes and that is the flexibility of the performance bond, it does include the lawn as well but he thinks that it is a lot less costly for a developer or contractor at that point as opposed to putting up \$12,000-\$15,000.

Mr. Goodwin asked if it is putting in a lawn or just getting a final grade approval.

Mr. Yelenosky stated that there are two separate ones, there is lawn and there is a final grade. A final grade is 1% of the construction cost, the lawn is calculated on the square foot of the lawn at \$.50 sq. ft. and again that is the total lot so say you are only building on a quarter of your lot or disturbing a quarter of your lot, we still calculate it based on the entire acreage or sq. ft.

Mayor Alai stated that they had a lengthy discussion about this and the questions that are being brought up, he brought up this morning so just to make it clear, we are not trying to make it easier on anybody but we want to make sure, and he and Mr. Pavlica had this discussion without you knowing that they were talking the same thing was if someone gets a final grade, the contractor walks away, now all of a sudden 2-3 weeks later a landscaper comes and the guy says that he really doesn't like that swale, don't make that swale, fill it in a little more, puts a little more dirt and topsoil in and now all of a sudden we have water issues because someone else came in and did it after they got their final grade and pulled a fast one so to speak on us so what we want to do is hold these bonds on people that put the lawns in so that when the lawn is done, it was as it was when we did the final grade. That is what they are trying to do, they are not trying to help anybody out and make it easier on anybody, we want to make sure that these lawns get in and that they are not changed from what the final grade is.

Mr. Yelenosky stated that is a very good point. He thinks that our end goal is to not only protect the customer, the resident, but it is also to protect the city from any potential litigation that may result in that.

Mr. Goodwin stated then that he is saying that we will have a cash bond on the final grade but a performance bond on the lawn.

Mayor Alai stated there you go.

Mr. Yelenosky stated in that case, typically if we took in a cash bond for the full amount, that is the final grade, lawn and concrete, we can refund the final grade and concrete if the lawn is not in, we would retain the lawn bond so it would follow the same with the performance bond. They would be able to reduce their bond by the concrete and the final grade if they choose.

Mr. Goodwin stated you are saying you want a bond for both.

Mr. Yelenosky stated that the bond would be for all three so you can do cash or you can do a performance bond for all three.

Mr. Goodwin stated that if he had cash for the final grade approval but the lawn would be performance bond.

Mr. Yelenosky stated that there wouldn't be a separate bond. It would either be a performance bond or it would be a cash bond for the entire concrete, final and lawn. So you walk in and say that you have a performance bond for all three so you post that bond with the city and if there are any issues with any of those the city would act on that bond accordingly and make the corrections.

Mr. Goodwin stated that he guesses that he could see the part on the lawn part especially because the weather dependent on a lot of other factors but as far as the final grade he would think you would want the cash first.

Mr. Yelenosky stated that they sort of act in the same way. It would just prevent, say you wanted to build a house and you were building it yourself and you had to put up \$30,000, that is a lot of money for someone to put up initially. That money is tied up and they can't do anything on it whereas a bond is a reasonable amount for them to pay. He does not know what the bond rates are now but they can assume that cost. They can pay that cost. It is like an insurance cost, whereas before we never even took in any bonds really up front and then we changed the legislation to do that. Now some of the bigger developers, sure, they may be able to swing that. They may not be happy but they still, performance or cash, we can act on either or.

Mr. Goodwin stated yes but cash is really easy to act on.

Mr. Yelenosky stated that you still need to justify regardless.

Mr. Goodwin stated that if you take the cash you don't have to argue too much. It's not worth it to other people sometimes to argue.

Ms. Mahnic stated that she is having a hard time, she is listening to what everyone is saying and she is having a hard time understanding how this necessarily benefits us because it feels like, she is hearing that it sounds like that maybe this isn't such a good idea for us as a city and that it allows more flexibility for the contractors to be able to not have cash tied up and she is trying to put her city hat on.

Mr. Yelenosky stated that it does reduce some of the burden on the contractor but again, there are a lot of situations where the contractor isn't installing the lawn so there is not a customer that.

Ms. Mahnic stated that they are not getting the cash back if they are not installing the lawn. Right?

Mr. Yelenosky stated that is correct, but they still have to post that money.

Ms. Mahnic stated that we are taking the money and installing the lawns when they don't.

Mr. Yelenosky stated if they don't but they are not doing that currently so they are building the house and they are putting the concrete in but the contractors, basically the customer is moving into the house and it is their responsibility to put in the lawn. I shouldn't say that it is their responsibility, they want to do that, they want to pay for the landscaping.

Ms. Mahnic stated that he thinks then that having this service, the performance bond will encourage them to complete all of their tasks.

Mr. Yelenosky stated yes.

Mr. Goodwin stated that couldn't we possibly separate the lawn and the final grade and concrete and make one of those a performance bond and one of those a cash bond.

Mr. Yelenosky stated that we can, it is just that is going to put a burden on the person applying for the permit.

Mr. Pavlica stated that Mr. Yelenosky really didn't explain it that way. What he is understanding that Mr. Yelenosky is explaining to him know is that a builder will build a house, like on his street, there is a builder that put a brand new house in, he still has to put the sidewalks, the driveway and the landscaping in, so Mr. Yelenosky is saying that the owner who bought the house wants to do the landscape himself, he wants the builder to take it off the price of the house because he is going to do it himself.

Mr. Yelenosky stated that he does not know exactly for the house on Chestnut, he knows for all of the Braemer Farms lots and there are a couple other lots, which is the case.

Mr. Wolf stated that the builder usually leaves it up to the homeowner.

Mr. Yelenosky stated that now Wiltshire was unique because they had the same contractor doing all of the lawns within that subdivision but typically that is not the case. We still want a mechanism that the city can act on, it is just, if Mr. Wolf wanted to buy a house tying up \$30,000 of his money, it could be quite substantial.

Mr. Goodwin stated that maybe they could send this to committee.

Mr. Boldt stated that he thinks that there are enough questions here that he doesn't even want it to go to committee. He thinks that if Mr. Yelenosky could take that back and we won't even do a first reading and we will wait for the next Work Session.

Mr. Yelenosky asked if there is anything that he can produce to council that any questions that need clarification. We all understand what this would be revising, right? He just wants to make sure.

Mr. Pavlica and Ms. Mahnic stated yes.

Mr. Price asked what would be the amount for the lawn.

Mr. Yelenosky state that the last lawn he thinks that he calculated was around \$18,000.

Mr. Price stated that he can see the homeowner finishing and the buyer saying that they want to do it themselves and then the builder wanting to tell the homeowner, you have to pay me an extra \$18,000 but I will give it back to you, will you finish it and then the contractor doesn't give it back to them when he gets the money back so are we going to be caught.

Mr. Yelenosky stated that is the thing, a lot of the time, some of these sub lots that are being developed, they do not have an end user. So they are posting the money without someone in place so we want to collect all of the funds up front so if we try and break it out, you may not have an end user, the person that is going to reside in that house so who are we essentially bill. Who is going to deposit the cash?

Mr. Pavlica stated that meanwhile the homeowner could take forever to finish the yard.

Mr. Yelenosky stated that is why if we had a performance bond up front, it wouldn't matter what they did. It would be under our discretion to get the lawn put in place, up front. That is what we are trying to minimize.

Ms. Mahnic stated that this is a lot to digest. She thinks that they should do what Mr. Boldt recommended.

Mr. Yelenosky stated that if there is anything that comes up within the next couple of weeks, feel free to email or give him a call. He asked if they are just going to table this to the next Work Session.

Mr. Boldt stated that they are going to remove it and they are going to let him look at it and then bring it back to council. So if any council member has a question or an idea or a concept, he thinks that they should get a hold of Mr. Yelenosky prior to bringing it back to the next Work Session.

Mayor Alai stated if he is ready at the next Work Session.

Mr. Pavlica asked if this includes like subs like if a gas company comes out and they put a gas line in and they disturb the neighbors across the streets property.

Mr. Yelenosky stated no, that is a different permit. We typically require what is called a street opening permit so any work within the right of way requires a street opening. Any work that would involve under the pavement would require a \$5,000 and anything outside of that would be \$1,000.

d. Proposal for Engineering Services for Broadview Road/Oakes Road Intersection Improvements

Mr. Yelenosky stated that he would like to enter into an agreement with Euthenics for design services for the Broadview Road/Oakes Road Intersection. If council recalls, we received a TLCI grant and he would like to get that started so that we could go ahead and use those funds. One of the major key elements of that is working with the fire department to make that ingress and egress a little bit more efficient so that is one of those things that we are going to do within that contract.

Mr. Price stated he is just wondering why (d) and (e) are not put together, same contractor, same area.

Mr. Yelenosky stated that the reason that the Mayor and he had some discussion about this and he thinks that for right now we are going to hold off on (e) just given the current budget and what we see as being a benefit. We want to see how things respond with the new recreation center as well as these improvements. So at this time he thinks that we are going to hold off on (e) which would be the intersection just south of this one.

Mr. Price asked why he brought it to them then.

Mr. Yelenosky stated that he had them break it out and he had discussions with them and he thinks that maybe later on we may revisit that so while they were putting things together he thought that it would be beneficial to kind of include both of them.

Mr. Price stated that it could open the door for additional funding opportunities.

Mayor Alai stated that is why the separated them.

e. Proposal for Engineering Services for Broadview Road/Akins Road Intersection Improvements

f. Community Cost-Share Program with NEORS

Mr. Yelenosky stated that this item kind of dovetails into item (b) so he thinks that in item (b), 1) he wants to enter into an agreement with West Creek and 2) which would be item (f) is that he would like to enter into an agreement with NEORS. We submitted our community cost share application in the amount of \$8,000 and some change for that West Creek plan which was \$5,000 and then the additional money was some training for his department pertaining to storm water and our MS4 regulations so council should have all received a copy of that application.

Mr. Ruffa asked if the NEORS require us to prepare legislation to get the community cost share.

Mr. Yelenosky stated that yes, so they are working on finalizing their legislation. It is very templetized, it is just basically going to enter the application that all of council received with some pertinent days. He anticipates getting it before the end of this week. If there are any questions that come up during that time please feel free to reach out to him.

g. Rt. 82 Right of Way Acquisition

Mr. Yelenosky stated that he would like to enter into an agreement with the 2 people regarding the right of way acquisition for Rt. 82. They are parcels 21 and 37. The one is with The Pines Ltd. Partnership in the amount of \$50,600 and that is parcel #21 and then parcel #37 is to HCRI Broadview Inc. which he believes is the nursing home for \$1,700. Both are warranty deeds and temporary takes.

4. Discussion from the Human Services Department. Mrs. Washabaugh

a. Apply for the Ohio Arts Council Grant

Mrs. Washabaugh stated that they are looking to reapply for the Ohio Arts Council Grant for the time period of June 2018 through June 2019. They are going to be asking for \$10,000. It is 100% match with the City of Brecksville. The match will be split. They are reapplying again for the 4 programs, intergenerational music, dance movement, music and memory and art therapy.

Mr. Wolf stated that he just has one comment, Mrs. Washabaugh did share a video last year of that and it was remarkable program so it is a great thing to support.

COUNCIL OPEN TO THE RESIDENTS

Steve Kochen, 1859 Akins: He is here tonight because he saw that Akins Road was on the agenda, so now that is being taken off of the planning? There is not going to be anything?

Mr. Boldt stated no. There is nothing going to be voted upon.

Mr. Kochen stated that it is still going to be some sort of turning lane that is going to be put in over there he is assuming.

Mr. Boldt stated that he is assuming that that is a correct statement.

Mr. Yelenosky stated that he thinks that eventually we will entertain that but at this time given the current budget we are kind over budgeted.

Mr. Kochen stated that he remembers when we had the whole discussion about the nursing home being built there and he thinks that Ms. Mahnic and Mr. Giomini at the time were assuring him that we were going to rectify some of the problems at that intersection and just to comment on the Oakes Road one, he doesn't know if anyone ever looked at this, but he thinks that some of the traffic problems there could be cured if you eliminated left turns onto Oakes Road from Broadview Road. There is very little need for people to turn left coming south on Broadview Road because they can go down Rt. 82 to Avery or one of the other streets to go wherever they are going. Only the first residents that are between Broadview Road and Avery Road really have a reason to make a left turn there.

Mr. Ruffa stated that and those of us who need to get to meetings at city hall.

Mr. Kochen stated that you go to that intersection and he doesn't deal with it that often, but you get someone who wants to make a left turn and they are trying to make a left turn when there is no arrow, you have the traffic totally backed up, it is not working. At first that looked like a nice situation when we put that left turn lane, but when you took that little dog leg around that thing that was illegal, that backed up traffic.

Mayor Alai stated that is the first part of what we are doing and the first will most likely lead to the second part which is Akins Road.

Mr. Wolf stated that he thinks that you will also see some changes when the school goes up there as well.

Mr. Boldt stated that he agrees with what everybody said. He stated to Mr. Kochen that he will make just one comment because the Mayor and he have talked about that already and this is a session where it is usually this portion of council is just for residents to make a suggestion and we will leave it at that. If he was in fear of what he stated was not talked about by the Mayor and he 5 hours ago, we would have other discussions but he agrees with what he said and he believes that the Mayor is already looking into that comment.

COUNCIL DISCUSSION

Ms. Mahnic stated that Shade Tree is meeting next Monday, March 5 at 6:00 p.m.

Mr. Wolf stated that March 6 there is a community rally at the High School at the field over by the High School at 1:00 p.m. and he believes that they sent out emails so if anybody could attend for the schools that would be great.

Mr. Boldt stated that there will be no Charter Review meeting tomorrow and also Charter will be meeting the first week of March.

Mr. Stelmaschuk stated that Finance met earlier before this meeting and they went through the 2018 budget. Mr. Pfaff did a good job preparing it and all the department heads spoke. After looking at the

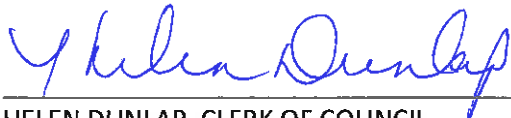
calendar and wanting to do 3 readings on this, they are going to put it on for a first reading for the next meeting to do that and we are going to have to do a Special at the end of the month and there were just a couple little glitches that they noticed that Mr. Pfaff is going to fix so if there are any questions from council feel free to contact him but he is going to be fixing those glitches and getting us a revised document.

Mr. Price stated that the only thing that he has to add is that Mr. Pavlica, he was wrong and Catts Construction is in Bedford and not in Warrensville Heights. They have done work in Warrensville Heights.


ADJOURN

Mr. Boldt stated that with no further business to come before Council, this meeting is adjourned.

The time was 8:21 p.m.



HELEN DUNLAP, CLERK OF COUNCIL



ROBERT BOLDT, PRESIDENT OF COUNCIL