

Board of Municipal Utilities
Meeting Minutes
October 3, 2023
201 Miller Road
Avon Lake, Ohio

Call to Order – Roll Call

The meeting was called to order at 6:30 PM. The meeting was held in-person using web-based video conferencing technology and streamed live over Facebook.

Present: Mr. Abram, Mr. Rickey, Mr. Rush and Mrs. Schnabel.

Excused: Mr. Dzwonczyk

Also present: CUE Munro, CUO Yuronich and Councilman Mark Spaetzel

Approve Minutes

Mr. Rush presented the Minutes of the September 19, 2023 work session. With no additional changes, additions or corrections noted, he ordered that the minutes stand and be distributed as presented.

Mr. Rush presented the Minutes of the September 19, 2023 regular meeting. With no additional changes, additions or corrections noted, he ordered that the minutes stand and be distributed as presented.

Public Speakers

None.

Correspondence

None.

Expenditures

Following review of expenses for funds and amounts as follows, Mr. Abram moved, Mrs. Schnabel seconded, to approve the expenditures of September 15 through September 28, 2023:

Water Fund 701	\$	258,468.73
Wastewater Fund 721	\$	155,044.40
ETL1 Fund 703	\$	42,590.09
ETL2 Fund 762	\$	34,283.20
LORCO Fund 749	\$	19,337.40
Water Construction Fund 704	\$	32,832.26
Wastewater Construction Fund 724	\$	21,898.86

Ayes (per voice vote): Abram, Rickey, Rush and Schnabel

Nays: None

Motion carried.

Lemon Stitch Media

Mr. Munro stated that at the September 19, 2023 he informed the Board that the current contract with The Social Gathering covering marketing and social media was going to expire in October 2023. The CUE and CUO met with members of Lemon Stitch Media (formerly The Social Gathering) to go over the quality of work they have provided, and Mr. Munro stated that both he and Mr. Yuronich were pleased with the work they have been performing. Mr. Munro stated that staff is recommending that Board approve a new, one-year contract with Lemon Stitch Media for \$3,500 per month.

Mrs. Schnabel inquired if Lemon Stitch Media would be the ones posting content and responding to any customer questions. Mr. Munro stated that Avon Lake Regional Water (ALRW) staff is presented with the social media posts and approves them prior to Lemon Stitch Media posting them publicly. Mr. Munro also stated that ALRW staff are the only ones who will respond to customers.

Mrs. Schabel also asked if the contract will automatically renew at the same price or if there are any increases with the auto-renewal. Mr. Munro stated that there are no escalators built into the contract so that they would have to submit a new contract for the Board's approval prior to any price increases.

Mr. Rickey inquired if the company would be handling communications such as the Waterline bill insert. Mr. Munro stated that going forward Lemon Stitch Media will handle the Waterline with input from ALRW staff.

With no further discussion, Mr. Rickey moved, Mr. Abram seconded to authorize the CUE to execute a contract with Lemon Stitch Media in the amount of \$3,500 per month per the presented agreement.

Ayes (per voice vote): Abram, Rickey, Rush and Schnabel

Nays: None

Motion carried.

Bay Village License Agreement

Mr. Munro informed the Board that as part of the ongoing effort to upgrade the new meter infrastructure within the distribution system there are additional locations that need to have a signal repeater installed to collect the readings more effectively in the southeast area of Avon Lake. There was an attempt made to install the repeater on a utility pole owned by ALRW but stray current from the electric power lines did not allow the equipment to be installed safely. Mr. Munro stated that Bay Village has a tower at their service garage just outside of Avon Lake that would provide an ideal location to mount the repeater. The repeater is a relatively small box that collects all of the meter signals in the area and sends that information to the base station at the new Walker Rd. water tower but it does require electric service. During talks with John Liskovec, Director of Public Service and Properties for Bay Village it was mentioned that Bay Village is currently looking to have the water infrastructure upgraded in Walker Road Park that could be performed by ALRW staff. In exchange for granting the installation of the repeater on Bay Village's tower, ALRW will install a new water fountain, taps for a future sprinkler system for the soccer fields and an auto-flusher on the end of the water main. Mr. Munro stated that because this is a location at the end of a water main, ALRW staff have to regularly go to the site and manually flush the line to maintain water quality. The agreement was drafted by Law Director Ebert with input from ALRW staff. Mr. Munro stated that it is a ten-year agreement with the option of two ten-year extensions. Mr. Munro stated that staff is recommending the approval of this agreement.

Mr. Rickey wanted clarification that it does not include free water usage and Mr. Munro stated that it does not.

Mr. Rush added that Walker Rd. Park is jointly owned by Avon Lake and Bay Village so both communities would benefit from these improvements.

Mr. Abram requested that at a future meeting he receive a copy of the agreement. Mr. Munro stated that he would supply that, but that the information he presented matches that included in the agreement.

With no further discussion, Mrs. Schnabel moved, Mr. Rickey seconded, to authorize the CUE to execute a license agreement with the City of Bay Village for the installation of certain meter infrastructure equipment at the Bay Village Service Garage and water infrastructure improvements at Walker Rd. Park.

Ayes (per voice vote): Abram, Rickey, Rush and Schnabel
Nays: None
Motion carried.

US Army Corps of Engineers Resolution

Mr. Munro stated that ALRW was awarded one million dollars in Congressionally Directed Funding to make improvements to the Eastern Transmission Lines. This funding is a reimbursement grant that can be used to recover certain costs on this project. Mr. Munro informed the Board that during a recent conversation with the United States Army Corps of Engineers (USACE) he received approval to apply this funding to be reimbursed for the design work that has already taken place for this project.

Mr. Munro stated that as part of the paperwork that goes into authorizing the disbursement of these funds a Project Partnership Agreement (PPA) must be entered into and the Board, by means of a resolution, must appoint a representative from ALRW to enter into that PPA. Resolution No. 2023-1003, which was read aloud by Mr. Munro and is attached, contains that authorization language.

With no further discussion, Mrs. Schnabel moved, Mr. Rickey seconded, to approve Resolution 2023-1003 United States Army Corps of Engineers 2023 ETL Improvement Project.

Ayes (per voice vote): Abram, Rickey, Rush and Schnabel
Nays: None
Motion carried.

Project Updates

Power Plant Update: Mr. Yuronich informed the Board that the demolition and remediation work continues at the power plant site and work is underway on connecting the retention pond on the coal pile property to the 108-inch storm sewer outfall. The excavation has begun for the trenches to install the piping as they await the delivery of the catch basins. They expect this work to be completed by the end of October 2023.

ETL Design Services: Mr. Yuronich stated that at the beginning of September 2023 the CUE had submitted a redline version of the agreement to Railpros and Norfolk Southern for their review. Mr. Yuronich reiterated that Railpros handles these agreements for Norfolk Southern. ALRW is awaiting their acceptance or counter offer.

WFP Improvements: Mr. Yuronich stated that the Engineering Services Department is continuing work on the drawings and specifications for the alternate bid items that will be included in the submittal for this project. Once that completes its internal review this project will be bid for a period of eight weeks.

2022 Water Line Bundle Project: Mr. Yuronich reported that all of the restoration has been completed and this project is officially closed out.

Additional Storage Building: Mr. Yuronich stated that the remaining electrical equipment has all been scheduled for shipment and once delivered will allow North Bay Construction to finish all of the electrical work within the building and make the final connection to the electrical service.

Mr. Yuronich stated that the shop drawings for the commercial wash bay were approved by Engineering Services and the equipment has been ordered from HydroChem. This equipment has a lengthy lead time and once a delivery date is confirmed this will allow a project time line to be completed.

Mr. Yuronich informed the Board that the fourth concrete pour was completed and the saw cuts were made this afternoon. The remaining areas surrounding the additional storage building on the east side of the project will be formed, poured, and completed shortly.

CUE Report

Mr. Munro reported to the Board that staff has finalized the 2024 Waterline Bundle Project street list. Mr. Munro stated that he has reached out to Councilman Spaetzel to coordinate with the City of Avon Lake on any paving projects or storm sewer work that they may be planning in any of those areas. Once the Engineering Services department has finalized design the project will likely go out to bid in the summer of 2024. Mr. Munro stated that a final list detailing the project area will be distributed to the Board at the next meeting.

Mr. Munro informed the Board that after speaking with Mayor Zilka and Mr. Esborn the city was awarded a grant that was intended to assist with environmental assessment work related to the power plant properties. Mr. Munro stated that the City is unable to utilize that money but since ALRW is a potential purchaser of that property we should be able to utilize some of that money for environmental assessment of the coal pile property. Mr. Munro stated that the grant was in the amount of three hundred thousand dollars.

Miscellaneous & Member Reports

Mr. Abram stated that LORCO had received a \$2.7 million grant from the American Rescue Plan Act and they have prioritized a few projects to utilize that money. They are going to replace the Slife Rd. lift station along with manhole replacements throughout the system.

Mr. Munro added that as part of the LORCO project, ALRW staff has been providing engineering services to them and these services will be paid out of that grant money. Those transactions will be handled by the Director of LORCO, Mr. Toy. Mr. Munro stated that we will not be handling these transactions but will be receiving reimbursement for the services provided.

Mr. Rickey inquired if ALRW has rates prepared for the engineering work that was provided. Mr. Munro stated that as part of the contract all of the rates are spelled out and include a ten-percent markup for overhead.

Public Speakers

Mr. Joseph Reitz, via Facebook, requested that the any water fountains installed in the Walker Rd. Park improvements be dog friendly. Mr. Reitz also congratulated ALRW on being the recipient of the Congressionally Directed Spending funds for the ETL project.

Adjourn

As there was no further business, Mr. Abram moved, and Mrs. Schnabel seconded, to adjourn. The meeting adjourned at 6:59 PM.

Ayes (per voice vote): Abram, Rickey, Rush and Schnabel

Nays: None

Motion carried.

Approved October 17, 2023.

Tim Rush, Acting Chairman

Robert Munro, Clerk

Social Media Management Contract - Lemon Stitch Media

This contract is a legally binding agreement between Avon Lake Regional Water
("Client") and Lemon Stitch Media LLC in association entered into on
11/1/2023.

Agreement:

Lemon Stitch Media LLC will perform a myriad of services designed to boost the social media presence of the Client.

Terms

Duration:

- Starting on 11/1/23, Lemon Stitch Media LLC will establish a presence on behalf of the organization across all agreed upon platforms: Facebook. Lemon Stitch Media LLC will work to establish what techniques will work best for the organization and post 3x per week with up to 3x videos shot and produced per month. Both parties agree to a review of the services received a minimum of once every 3 months. Cancellation must be made in writing with 30 days advance notice (after the first initial 12 month period). This contract will automatically renew if written notice of termination is not received at the conclusion of each 12 month time period.

Account Access and Authorization:

- Lemon Stitch Media LLC is authorized by the Client to assume the identity of the Client in all social media interactions on the internet including, but not limited to, status updates, blog posts, online forum discussions and message board posts, comments, and responses to user comments, and emails.
- The Client will demonstrate this authorization by providing URLs, user names, and passwords for all of its social mediums in the space below:
- Lemon Stitch Media LLC will hold the Client's URLs, user names, and passwords in confidence and will not share this information under any circumstances, nor will Lemon Stitch Media LLC sell this information to a third party.
- Client shall have final approval of all content

Rights to Created Content:

- Lemon Stitch Media LLC will retain the right to all content created by Lemon Stitch Media LLC for the Client while under the contract. The Client may not distribute for a profit any content created by Lemon Stitch Media LLC for the Client, while under contract, without the written consent of Lemon Stitch Media LLC.
 - Lemon Stitch Media LLC will retain the right to use any and all content created for the Client for the purpose of (1) providing samples of social media management services or (2) instruction – including, but not limited to, presentations, lectures, webinars, and published material in any medium.

Liability Waiver:

- Establishing a social media presence and initiating a two-way flow of communication between the Client and the public can have unintended consequences on the Client's reputation. Should this occur, the Client waives its right to hold Lemon Stitch Media LLC responsible for any damages and/or liability that may arise from Lemon Stitch Media LLC actions on behalf of the Client.
 - An overview of posted material will be available for review by the Client before posting to assure material is satisfactory by Client in the beginning of every month (located under scheduled posts under each platform)
- If, at any time, the Client does not agree with actions taken by Lemon Stitch Media LLC on its behalf, it must notify Lemon Stitch Media LLC in writing. If Lemon Stitch Media LLC receives such a communication, the post will be retracted and an apology across all affected platforms within twenty-four hours will be issued.
- Lemon Stitch Media LLC assumes no liability for any unintended consequences from social media management.

Service Interruption:

- Either party shall be excused from any delay or failure in performance required here under if caused by reason of any occurrence of contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, laws, internet disruptions, proclamations, edicts, virus outbreaks, ordinances or regulations, riots, earthquakes, floods, explosions or other acts of nature.


Amendments:

- This contract is to be considered complete and final. However, the field of social media is rapidly changing and said changes may necessitate amendment or addition to this contract. Should such a need arise, the amendment of addendum must be drawn up as a separate document, signed by both parties indicating their agreement, and a copy of the signed document must be provided to the Client and Lemon Stitch Media LLC.
-

Start Date:	<u>11/1/23</u>
Client:	Avon Lake Regional Water
Platforms:	Facebook

Estimated Investment Breakout	
Management Fee	\$3,500 Net per month
Video and Graphic Production	included

Both parties signify their authority to act on their organization's behalf and agreement to abide by the terms of this contract effective the date written above by the signatures affixed below.

Client - <u>Avon Lake Regional Water</u>	
Name – Printed:	Robert K. Munro
Title & Organization:	Chief Utilities Executive
Authorized Signature:	
Date:	10/04/2023

Lemon Stitch Media LLC	
Name – Printed:	Renee McKinley
Authorized Signature:	
Date:	

LICENSE AGREEMENT

This LICENSE AGREEMENT (the “Agreement”) made and entered into by and among the **City of Avon Lake**, an Ohio municipal corporation (“Avon Lake”), the **City of Bay Village**, an Ohio municipal corporation (“Bay Village”) (with Avon Lake and Bay Village collectively referred to as the “Cities,” and individually as a “City”), and **Avon Lake Regional Water**, by and through the City of Avon Lake (“Regional Water”) (with Avon Lake, Bay Village, and Regional Water collectively referred to as the “Parties,” and individually, as a “Party”), is to EVIDENCE THAT:

A. Bay Village desires to offer space on an antenna located at the Bay Village Service Department garage on Krebs Road (the “Garage”) to Regional Water for Regional Water to mount a repeater, the specifications of which are attached to this Agreement as Exhibit A and incorporated in this Agreement by reference (the “Repeater”) as part of its advanced metering infrastructure.

B. Bay Village desires to grant a revocable license to Regional Water to temporarily access the Garage to install the Repeater.

C. In exchange for Bay Village offering space on its Garage, Regional Water desires to furnish improvements to Walker Road Park (“Park Improvements”).

NOW, THEREFORE, the Parties agree as follows:

1. License.

a. **Grant of License.** Bay Village grants a revocable license to Regional Water (“License”) to use and access its Garage, including the Garage’s antenna, for the sole purpose of installing and performing maintenance on the Repeater.

b. **Term.** Unless earlier revoked by Bay Village, the License is valid for a period of ten (10) years beginning on the date last signed by the Parties to this Agreement. At Regional Water’s option, Regional Water may extend the term of the License for two (2) additional ten (10) year periods. Regional Water shall exercise the extension periods by providing Bay Village with written notice of extension thirty (30) days prior to the end of the preceding term.

c. **Termination.** Bay Village shall have the unilateral and voluntary option to revoke or terminate this License upon forty-eight (48) hours prior written notice to Regional Water.

d. **No Fee.** The Parties agree that there is no additional fee to be paid to the Bay Village for the License granted by this Agreement.

2. **Repeater.** Regional Water acknowledges that, in the event that the antenna on which the Repeater will be mounted falls down, becomes damaged, or otherwise fails, and/or in the event that Bay Village has to remove the antenna, whether due to the antenna’s damage, failure, or for any reason, Bay Village does not owe Regional Water or Avon Lake any duty to reconstruct the antenna or provide a replacement structure on which Regional Water may install a Repeater.

3. **Park Improvements.** Regional Water shall construct and install the Park Improvements listed on Exhibit B, which is attached to this Agreement and incorporated by reference, and which may be modified by Regional Water, at its sole cost and expense, and without any cost, expense, or liability whatsoever to Bay Village. Regional Water shall construct and install the Park Improvements on certain portions of Walker Road Park, a diagram of which is attached to this Agreement as Exhibit C and incorporated in this Agreement by reference.

4. Acceptance and Maintenance of Park Improvements. The Cities agree, that, provided the Park Improvements are completed in accordance with the plans and specifications in Exhibits B and C, and in accordance with the ordinances, regulations, and specifications of the Cities currently in effect, then the Cities shall accept the Park Improvements upon their completion and approval and the Cities shall cooperate and share equally in the costs of maintaining, repairing, and replacing the Park Improvements.

5. Compliance with Laws. Regional Water shall install the Repeater and shall construct and install the Park Improvements in accordance with the ordinances, regulations, and specifications of the Cities currently in effect.

6. Indemnification and Limit of Liability. Regional Water shall defend, indemnify and save harmless Bay Village, its successors and assigns, and any and all members or agents thereof, from and against any and all claims, losses, damages, liability, costs, expenses or obligations (including attorneys fees and court costs), and to the extent of Regional Water and/or contractor insurance proceeds actually received to cover said loss(es), arising directly as a result of the installation of the Repeater and Park Improvements. Notwithstanding any contrary provision of this Agreement, in the event of any physical damage to the Garage or Walker Road Park as a direct result of the installation of the Repeater and Park Improvements, the Regional Water's obligations under this Agreement shall be limited to restoring the Garage or Walker Road Park to its pre-damage condition.

7. Insurance. Regional Water shall ensure that any contractors performing the installation of the Repeater and Park Improvements are licensed to do business in the Cities and registered to work in the Cities. All contractors shall procure general liability insurance, at least in the amount of One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) in the aggregate. At any time, the Cities may ask that the contractor obtain, with the concurrence of the contractor and if commercially available, other insurance coverage, different limits, or revised deductibles for such periods of time. All property insurance policies shall cover contractor and subcontractors interests and, in case of payment of any loss or damage, the insurers will have no rights of recovery against any of the insureds or additional insureds under the policies.

8. Condition of Property. Regional Water agrees to leave the Garage in the condition it was found prior to Regional Water accessing the Garage, except for the Repeater. Regional Water understands that if the Garage is not left in the manner it was presented, except for the Repeater, Bay Village will charge Regional Water for any damage or clean up.

9. Covid-19 and health concerns. When constructing and installing the Repeater and Park Improvements, Regional Water shall follow all federal, state, and local orders, instructions, policies, best practices, and similar guidance related to the COVID-19 global health pandemic and other health emergencies. This necessarily includes all requirements about social distancing, masks, and anything else needed to ensure the public health. Regional Water shall indemnify and hold Bay Village harmless from any claims, demands, suits, citations, or enforcement actions that in any way relate to infectious diseases.

10. Miscellaneous.

a. Amendment; Termination. This Agreement may only be amended by a written agreement of the Parties. This Agreement may be terminated by either Party upon thirty (30) days written notice to the other Party.

b. Assignment. The rights and authority conveyed through this Agreement shall not be assignable or transferrable by either party.

c. Counterparts. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. The Parties agree to be bound by facsimile signatures or executed counterparts exchanged electronically in the form of signed PDF copies.

d. Entire Agreement. This Agreement shall be deemed to contain all the terms and conditions agreed upon, it being understood that there are no outside representations or oral agreements.

e. Governing Law. Without regard to its conflict of law principles, the laws of Ohio shall govern all matters with respect to this Agreement.

f. Notices. All notices needed or permitted to be given under any agreement shall be in writing and delivered by hand or overnight courier, or mailed by certified or registered mail, return receipt requested, at the addresses stated below:

If to Regional Water:
Avon Lake Regional Water
201 Miller Road
Avon Lake, OH 44012
Attn: Robert K. Munro, Chief Utilities
Executive
rmunro@avonlakewater.org

If to Avon Lake:
City of Avon Lake
150 Avon Belden Road
Avon Lake, OH 44012
Attn: Gary A. Ebert, Esq., Law Director
GAEbert@avonlake.org

If to Bay Village:
City of Bay Village
350 Dover Center Road
Bay Village, OH 44140
Attn: Mark E. Barbour, Esq., Law Director
mbarbour@cityofbayvillage.com

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date(s) set forth below.

CITY OF AVON LAKE, OHIO:

CITY OF BAY VILLAGE, OHIO:

By: _____
Gregory Zilka, Mayor

By: _____
Paul Koomar, Mayor

Date: _____

Date: _____

AVON LAKE REGIONAL WATER

Approved as to Form:

By: _____
Robert K. Munro, Chief Utilities Executive

Mark E. Barbour, Esq.
Law Director, City of Bay Village

Date: _____

Approved as to Form:

Gary A. Ebert, Esq.
Law Director, City of Avon Lake

EXHIBIT A
Repeater Specifications

Dimensions (h x w x d) (inches)	7.87 in. x 5.91 in. x 2.36 in.
Weight (pounds)	3.31 lbs.
Power consumption (amps)	2A
Source voltage (volts)	3.6V
Minimum mounting height (feet)	30 ft.

EXHIBIT B
Improvements Furnished by Regional Water

Item No.	Description	Cost (including labor, materials, and equipment)
1	2" Meter, tap and water service	\$7,568.11
2	Fire hydrant with Storz nozzle	\$3,310.23
3	Mueller Autoflusher with dechlorination	\$6,000.00
4	Outside bottle/drinking fountain with concrete pad	\$12,724.94
5	Two ¾" meters, taps, line	\$10,428.60
	Total	\$40,031.88

EXHIBIT C
Map of Improvements



United States Army Corps of Engineers
2023 ETL Improvement Project

Resolution No. 2023-1003

A RESOLUTION AUTHORIZING ROBERT K. MUNRO, CHIEF UTILITIES EXECUTIVE FOR AVON LAKE REGIONAL WATER TO ACCEPT AND ENTER INTO A PROJECT PARTNERSHIP AGREEMENT ON BEHALF OF THE CITY OF AVON LAKE, OHIO BOARD OF MUNICIPAL UTILITIES FOR, DESIGN AND CONSTRUCTION REIMBURSEMENT FUNDING OF THE 2023 ETL IMPROVEMENT PROJECT:

Whereas, the City of Avon Lake Board of Municipal Utilities (the Board) seeks to improve the Eastern Transmission Lines (ETLs) for the health, safety, and welfare of the public; and

Whereas, the City of Avon Lake Board of Municipal Utilities and Avon Lake Regional Water was awarded one-million dollars (\$1,000,000) in Congressionally Directed funding for the design and construction of improvements to the ETLs; and

Whereas, the United States Army Corps of Engineers (USACE) requires the non-Federal sponsor to resolve and appoint a representative to accept and enter into a Project Partnership Agreement to receive the awarded funding,

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF MUNICIPAL UTILITIES
OF THE CITY OF AVON LAKE, STATE OF OHIO:

SECTION 1. That Robert K. Munro be and is hereby authorized, on behalf of the City of Avon Lake Board of Municipal Utilities, to accept and sign all documents for and enter into a Project Partnership Agreement with the United States Army Corps of Engineers for the reimbursement of design and construction expenses for the 2023 ETL Improvement Project.

SECTION 2. That this resolution shall take effect and be in force from and after the earliest period allowed by law.

Passed:

October 3, 2023

Vote Ayes: 4 Nays: 0



Acting Chairman, Board of Municipal Utilities

Attest:



Clerk of the Board

Moved by:

D. SCHNABEL

Seconded by:

D. RICKEY