

**BEACHWOOD CITY COUNCIL
COMMITTEE OF THE WHOLE MEETING AGENDA
MONDAY, JANUARY 7, 2019, 5:30 PM
at BEACHWOOD CITY HALL, CONFERENCE ROOM A,
25325 Fairmont Boulevard, Beachwood, Ohio 44122**

Brian Linick
James Pasch
Justin Berns
Alec Isaacson
Barbara Bellin Janovitz
Eric Synenberg
June E. Taylor

Agenda Items

1. Mayor's Report
2. Discussion regarding the 12 Hour Shift MOU - Police
3. Discussion regarding Healthcare Deductible for non-bargaining employees
4. Discussion regarding CIC
5. Discussion regarding Healthcare Committee for bargaining/non-bargaining employees
6. Any other matters coming before the Committee of the Whole

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Memorandum of Understanding
Patrol Division Twelve (12) Hour Duty Schedule
FOP Lodge #86 and the City of Beachwood

Parties: Whereas, this Memorandum of Understanding ("MOU") is entered into by the FOP Lodge 86 (the "Union") and the City of Beachwood (the "Employer").

Facts: Whereas, the Union and the Employer are parties to two separate Collective Bargaining Agreements, (SERB #2017-MED-07-0814 & #2017-MED-07-0815), each CBA is effective through October 31, 2020 and each CBA includes: Article 8, Wages, Overtime and Compensation Time, Section 4 and Section 7.1; Article 10, Workweek: Hourly Rate, Section 1; Article 13, Vacation and Holidays, Section 2; Article 24, Training Time and Tuition Reimbursement, Section 1.

Terms: Now, therefore the parties have mutually agreed to modify the specific articles cited herein of the current Agreement to address the implementation of a twelve (12) hour duty schedule for the officers assigned to the Patrol Division. Should either party desire to end the twelve (12) hour duty schedule, that party must serve the other party of their intention in writing at a minimum of thirty (30) days in advance of any schedule change.

If a twelve (12) hour duty schedule is implemented, the parties agree that a streamlined manner of filling short-notice vacancies is a critical component to the success of the program. The Chief may enact policies that require an "on call" officer be assigned for each twelve (12) hour duty shift. That officer will be required to be available for call-in during that time if a short-notice manpower need is required to be filled. The assigned officer will not be compensated for "stand-by" time or for owning a mobile or home phone. The "on-call" officer must respond, if summoned, within the timelines set by the policy, and report for duty when needed if another suitable replacement cannot be found by the "on call" officer. Notwithstanding the above, the "on-Call" officer will not be responsible to respond if notified later than thirty (30) minutes after the start of the shift for which the vacancy exists.

Should the Chief announce to the Union that he is contemplating reverting the Patrol Division to the eight (8) hour duty schedule, the Chief agrees to meet with the Union to discuss scheduling matters prior to deciding upon a scheduling change.

Only upon implementation and scheduling of the twelve (12) hour duty schedule, the following articles and associated sections of this Agreement shall be amended as follows:

ARTICLE 8

WAGES, OVERTIME AND COMPENSATION TIME

Section 4. Overtime, Compensatory Time. Members of the F.O.P. shall be given the option of accumulating not more than one hundred sixty (160) hours of compensatory time off or being paid for overtime at the following rate: Overtime shall be paid for, or compensatory time shall be allowed on, the basis of one and one-half (1½) hours' pay or compensatory time for each hour of overtime. There shall be no minimum overtime. Overtime shall be compensated for at the one and one-half (1½) basis only when such employee works not less than forty (40) hours during the week when overtime is required, except that a day taken off as vacation time, compensatory time, sick time, holiday/personal day or "switch time" shall be counted as a day (8 hours) worked for the purpose of computing overtime for that week.

A. **Eight-Hour/Day, Forty-Hour/Week Duty Schedule.** Described previously in this Article, Section 4.

B. **Twelve-Hour/Day, Eighty-Hour/Bi-Weekly Duty Schedule.** Overtime shall be compensated for at the one and one-half (1½) basis only when such employee works not less than eighty

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(80) hours during the two week pay-period when overtime is required, except that a day taken off as vacation time, compensatory time, sick time, holiday/personal day or "switch time" shall be counted as a normal scheduled day (8 or 12 hours as applicable) worked for the purpose of computing overtime for that two week pay-period.

Section 7.1 Compensation for working Overtime on a Holiday. In the event that a member works more than eight (8) hours on a Holiday, the member shall be compensated, for the hours or fraction thereof actually worked in excess of eight (8) at the rate of two and one-half (2 ½) times the member's straight time hourly rate.

A. **Eight-Hour/Day, Forty-Hour/Week Duty Schedule.** Described previously in this Article, Section 7.1.

B. **Twelve-Hour/Day, Eighty-Hour/Bi-Weekly Duty Schedule.** In the event that a member works more than eight (8) or twelve (12) hours on a Holiday, the member shall be compensated, for the hours or fraction thereof actually worked in excess of eight (8) or twelve (12) hours, whichever is applicable, at the rate of two and one-half (2 ½) times the member's straight time hourly rate.

ARTICLE 10

WORKWEEK: HOURLY RATE

Section 1. A workweek is forty (40) hours and begins on Monday morning at 7:00 A.M. The Chief, at his/her discretion may assign the officers in one or more divisions to alternative shifts of greater than eight (8) hours in length, and the Chief shall not be required to assign all divisions to alternative shifts of greater than eight (8) hours in length, and the Chief shall not be required to assign all divisions to shifts of the same length. If the Chief elects to assign one or more divisions to shifts exceeding eight (8) hours, the F.O.P. shall have the right to vote regarding whether or not the provisions of this Agreement authorizing a workday in excess of eight (8) hours should be retained. Any such vote by the F.O.P. shall be held no earlier than twelve (12) and no later than eighteen (18) months after the Chief first implements any shift in excess of eight (8) hours and may be held only once for each occasion that a shift changes. A majority of all of the members of the F.O.P., including Patrol Officers, Sergeants and Lieutenants, shall be required to set aside the authority of the Chief to establish shifts which are more than eight (8) hours in length as set forth in this Article. A workday is at least eight (8) hours.

A. **Eight-Hour/Day, Forty-Hour/Week Duty Schedule.** Described previously in this Article, Section 1.

B. **Twelve-Hour/Day, Eighty-Hour/Bi-Weekly Duty Schedule.** The Patrol Division twelve (12) hour biweekly duty schedule shall constitute eighty (80) hours comprised of six (6) twelve (12) hour shifts and one (1) eight (8) hour shift.

C. **Ten-Hour/Day, Forty-Hour/Week Duty Schedule.** Personnel assigned to other divisions or special duty assignments may be assigned to a duty schedule consisting of ten (10) hour shifts at the discretion of the Chief of Police.

ARTICLE 13

VACATION AND HOLIDAYS

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Section 2. Holidays. Each member of the Police Department shall be entitled to and receive compensation for the following twelve (12) holidays – New Year’s Day, Martin Luther King Day, President’s Day, Easter, Memorial Day, 4th of July, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day, to be computed on the basis of an eight (8) hour day each calendar year. If an officer is scheduled and works one of the above listed holidays, he/she will be entitled to utilize that day at another time or be paid the time during the calendar year. In addition, at the end of the calendar year, each full-time member may elect to add eight (8) hours, to his/her compensatory time accrued for each unused remaining holiday. However, such time added to his/her compensatory time and/or paid out may not exceed ten (10) days.

A. **Eight-Hour/Day, Forty-Hour/Week Duty Schedule.** Described previously in this Article, Section 2.

B. **Twelve-Hour/Day, Eighty-Hour/Bi-Weekly Duty Schedule.** Each member of the Police Department shall be entitled to and receive compensation for the following twelve (12) holidays – New Year’s Day, Martin Luther King Day, President’s Day, Easter, Memorial Day, 4th of July, Labor Day, Columbus Day, Veterans’ Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day, to be computed on the basis of an eight (8) hour day for a total of ninety six (96) hours each calendar year. If an officer is scheduled and works one of the above listed holidays, he/she will be entitled to utilize that day at another time or be paid the time during the calendar year. In addition, at the end of the calendar year, each full-time member may elect to add up to up to eight (8) hours to his/her compensatory time accrued for each unused remaining holiday. However, such time added to his/her compensatory time and/or paid out may not exceed ten (10) days.

ARTICLE 24

TRAINING TIME AND

TUITION REIMBURSEMENT

Section 1. Travel Time. Police officers shall use a City vehicle to travel to and from required training programs, if available. Police officers required to travel more than forty (40) miles (one way from City Hall and using the shortest route) by vehicle to attend mandatory training will be compensated an initial one (1) hour overtime pay for such travel time plus the actual hours spent traveling; however, this provision shall only apply when such travel is in excess of the police officer’s eight (8) hour work day. The initial one (1) hour of overtime pay will be limited to one (1) hour per round trip.

For air travel time, police officers will be compensated for the actual travel time beginning with their arrival at a Cleveland/Akron area airport and will end upon arrival at the final destination (hotel or training facility). For the return trip by air, the police officer will be compensated for their time spent beginning with their departure from the hotel or training facility and end when they have arrived at a Cleveland/Akron airport. In no instance shall a police officer be compensated for arriving at an airport more than two (2) hours prior to the flight boarding time.

A. **Eight-Hour/Day, Forty-Hour/Week Duty Schedule.** Described previously in this Article, Section 1.

B. **Twelve-Hour/Day, Eighty-Hour/Bi-Weekly Duty Schedule.** Police officers assigned to attend training for periods of forty (40) hours or more, shall during the training assignment, revert to the eight-hour/day, forty-hour/week duty schedule. Police officers assigned to a training class at a location less than forty (40) miles from City Hall on a day in which he/she is scheduled to work twelve (12) hours will be required to respond to the police station to complete the work day. The police officer may use leave time

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for the remaining time in the work day in lieu of returning to the police station with permission from the Chief of Police or his/her designee. Training classes of a duration lasting more than one (1) day and less than five (5) days will be compensated and scheduled in a manner submitted by the police officer on a training request worksheet and agreed upon by the Chief of Police or his/her designee.

Police officers required to travel more than forty (40) miles (one way from City Hall and using the shortest route) by vehicle to attend mandatory training will be compensated an initial one (1) hour overtime pay for such travel time plus the actual hours spent traveling; however, this provision shall only apply when such travel is in excess of the police officer's eight (8) hour or twelve (12) hour workday, whichever is applicable. For any excess time left in the twelve (12) hour work day, the officer will be required to respond to the police station to complete the work day, or may use leave time to complete the twelve (12) hour work day if approved by the Chief of Police or his/her designee. The initial one (1) hour of overtime pay will be limited to one (1) hour per round trip.

Execution: Signed and dated on this _____ day of December, 2018.

FOR THE EMPLOYER:

FOR THE UNION:

G. E. - President FOP Lodge 86

L. R. Quinn

C. W. J. 11/27/18

INTRODUCED BY:

ORDINANCE NO.

AN ORDINANCE AUTHORIZING THE MAYOR TO INCORPORATE THE BEACHWOOD COMMUNITY IMPROVEMENT CORPORATION AND DESIGNATING THE BEACHWOOD COMMUNITY IMPROVEMENT CORPORATION AS THE AGENCY OF THE CITY TO ENCOURAGE THE ESTABLISHMENT AND GROWTH OF INDUSTRIAL, COMMERCIAL, DISTRIBUTION AND RESEARCH FACILITIES IN THE CITY; AND DECLARING THIS TO BE AN URGENT MEASURE

WHEREAS, pursuant to Chapter 1724 of the Ohio Revised Code, community improvement corporations can be formed to advance, encourage and promote the industrial, economic, commercial and civic development of a community or area; and

WHEREAS, a municipal corporation may designate a community improvement corporation as its agency for the industrial, commercial, distribution and research development in the municipal corporation when the legislative authority of the municipal corporation has determined that the policy of the municipal corporation is to promote the health, safety, morals and general welfare of its inhabitants through the designation of the community improvement corporation as such agency; and

WHEREAS, Council wishes for the City to have a community improvement corporation known as the Beachwood Community Improvement Corporation (“Beachwood CIC”) to serve as the City’s agency for the industrial, commercial, distribution and research development activities within the City’s municipal boundaries.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of Beachwood, County of Cuyahoga, State of Ohio:

Section 1: Council hereby determines that the formation of Beachwood CIC will advance, encourage and promote the industrial, economic, commercial and civic development of the City of Beachwood.

Section 2: The Mayor is hereby directed and authorized to prepare Articles of Incorporation to be submitted to the Ohio Secretary of State for the formation of a non-profit corporation under the name of the Beachwood Community Improvement Corporation, with said corporation to be formed pursuant to Chapter 1724 of the Ohio Revised Code. The Articles shall include the Finance Committee Chair and the Economic Development Committee Chair as its members.

Section 3: Upon completion of the preparation of said Articles of Incorporation, the Mayor is hereby authorized to execute said Articles of Incorporation and to submit said Articles of Incorporation to the Ohio Secretary of State’s office along with the appropriate filing fee payable to the Ohio Secretary of State, which is hereby appropriated for such purpose. The Articles of Incorporation shall also be submitted to the Ohio Attorney General for review and approval.

ORDINANCE NO.

Section 4: The Mayor is hereby authorized and directed to prepare such initial Code of Regulations as may be required for the Beachwood CIC in compliance with Title 17 of the Ohio Revised Code, including, but not limited to, Chapter 1724 of the Ohio Revised Code.

Section 5: Council hereby determines that the policy of the City is to promote the health, safety, morals and general welfare of its inhabitants through the designation of Beachwood CIC as its agency for the industrial, commercial, distribution and research development in the City.

Section 6: Upon Beachwood CIC receiving its certificate from the State of Ohio evidencing the filing of its Articles of Incorporation, Beachwood CIC shall be, without further action, designated as the agency of the City for the industrial, commercial, distribution, and research development in the City pursuant to Revised Code Section 1724.10.

Section 7: Council hereby authorizes and directs the Mayor, the City Finance Director, and/or any other City official, as appropriate, to sign any documents, instruments or certificates and to take such actions as are necessary or appropriate to form the Beachwood CIC and establish it as the agency of the City to encourage and promote industrial, commercial, distribution, and research development in the City.

Section 8: It is found and determined that all formal actions and deliberations of Council and its committee relating to the passage of this legislation that resulted in formal action were in meetings open to the public and where required by Chapter 105 of the Codified Ordinances of the City.

Section 9: This Ordinance is hereby declared to be an urgent measure necessary for the public peace, health or safety or the efficient operation of the City, and for the further reason that it is necessary to form this new entity as soon as possible to encourage and promote economic development in the City; and wherefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

WHEREFORE, this Ordinance shall be in full force and effect from and after the earliest date permitted by law.

Attest: I hereby certify that this legislation was duly adopted on the ___ day of
, 2019 and presented to the Mayor for approval or rejection in
accordance with Article III, Section 8 of the Charter on the day of
, 2019.

Clerk

Approval: I have approved this legislation this day of , 2019 and filed it with the
Clerk.

Mayor

CITY OF BEACHWOOD

DECEMBER 3, 2018

CIC (COMMUNITY IMPROVEMENT CORPORATION)

SID (SPECIAL IMPROVEMENT DISTRICT)

TIF (TAX INCREMENT FINANCING)

COMMUNITY IMPROVEMENT CORPORATION (“CIC”)

A CIC IS A NON-PROFIT CORPORATION CREATED AND ADMINISTERED UNDER ORC 1702 AND 1724, FOR THE PURPOSES OF: “ADVANCING, ENCOURAGING, AND PROMOTING THE INDUSTRIAL, ECONOMIC, COMMERCIAL, AND CIVIC DEVELOPMENT OF A COMMUNITY OR AREA”. (ORC 1724.01(B)(1)).

CICs WERE AUTHORIZED BY LEGISLATION PASSED IN 1961 UNDER THEN GOVERNOR DiSALLE.

THEY MAY BE CREATED BY INDIVIDUAL COUNTIES, TOWNSHIPS, OR MUNICIPALITIES OR BY MULTIPLE COUNTIES.

AS OF 2015, IT IS ESTIMATED THAT THERE WERE NEARLY 300 ECONOMIC DEVELOPMENT CICs IN EXISTENCE IN OHIO.

SHAKER HEIGHTS 1980

SOLON 1967

MAYFIELD VILLAGE 1983

STRONGSVILLE 1977

LYNDHURST 2002

WESTLAKE 1976

PROCESS TO ESTABLISH:

- COUNCIL PASSES LEGISLATION AUTHORIZING THE CREATION OF A COMMUNITY IMPROVEMENT CORPORATION AND DESIGNATING THE CIC AS ITS AGENT
- FILE ARTICLES OF INCORPORATION WITH THE SECRETARY OF STATE DESIGNATING A STATUTORY AGENT, IDENTIFYING THE LOCATION AND THE PURPOSE OF THE COMMUNITY IMPROVEMENT CORPORATION
- ATTORNEY GENERAL REVIEWS AND APPROVES THE ARTICLES OF INCORPORATION
- CIC BOARD ADOPTS A CODE OF REGULATIONS
- GOVERNED BY THE BOARD OF DIRECTORS AND OFFICERS- 40% OF THE BOARD OF DIRECTORS MUST BE ELECTED OR APPOINTED OFFICIALS OF THE POLITICAL SUBDIVISION

BENEFITS:

- SELL OR TO LEASE ANY REAL PROPERTY OR INTERESTS IN REAL PROPERTY OWNED BY THE POLITICAL SUBDIVISION DETERMINED FROM TIME TO TIME BY THE LEGISLATIVE AUTHORITY THEREOF NOT TO BE REQUIRED BY SUCH POLITICAL SUBDIVISION FOR ITS PURPOSES, FOR USES DETERMINED BY THE LEGISLATIVE AUTHORITY AS THOSE THAT WILL PROMOTE THE WELFARE OF THE PEOPLE OF THE POLITICAL SUBDIVISION, STABILIZE THE ECONOMY, PROVIDE EMPLOYMENT, ASSIST IN THE DEVELOPMENT OF INDUSTRIAL, COMMERCIAL, DISTRIBUTION, AND RESEARCH ACTIVITIES TO THE BENEFIT OF THE PEOPLE OF THE POLITICAL SUBDIVISION, WILL PROVIDE ADDITIONAL OPPORTUNITIES FOR THEIR GAINFUL EMPLOYMENT, OR WILL PROMOTE THE RECLAMATION, REHABILITATION, AND REUTILIZATION OF VACANT, ABANDONED, TAX-FORECLOSED, OR OTHER REAL PROPERTY WITHIN THE SUBDIVISION. THE LEGISLATIVE AUTHORITY SHALL SPECIFY THE CONSIDERATION FOR SUCH SALE OR LEASE AND ANY OTHER TERMS AND CONDITIONS THEREOF. DETERMINATIONS MADE BY THE LEGISLATIVE AUTHORITY UNDER THIS DIVISION SHALL BE CONCLUSIVE. THE COMMUNITY IMPROVEMENT CORPORATION ACTING THROUGH ITS OFFICERS AND ON BEHALF AND AS AGENT OF THE POLITICAL SUBDIVISION SHALL EXECUTE THE NECESSARY INSTRUMENTS, INCLUDING DEEDS CONVEYING THE TITLE OF THE POLITICAL SUBDIVISION OR LEASES, TO ACCOMPLISH SUCH SALE OR LEASE. SUCH CONVEYANCE OR LEASE SHALL BE MADE WITHOUT ADVERTISING AND RECEIPT OF BIDS

LOCAL CIC USES:

SHAKER HEIGHTS DEVELOPMENT CORPORATION

MISSION: IS TO ENHANCE THE COMMERCIAL REVITALIZATION EFFORTS OF THE CITY OF SHAKER HEIGHTS IN ORDER TO STRENGTHEN RESIDENTIAL NEIGHBORHOODS AND DIVERSIFY THE CITY'S TAX BASE

VISION: SHDC ENVISIONS AN ENRICHED SHAKER HEIGHTS COMMUNITY THAT SEAMLESSLY BLENDS OUR INNOVATIVE HISTORY INTO A VIBRANT FUTURE BY FOSTERING ENTREPRENEURIAL OPPORTUNITIES AND STIMULATING SUSTAINABLE ECONOMIC GROWTH

TRANSPARENCY REQUIREMENTS:

- MUST FILE AN ANNUAL REPORT WITH THE AUDITOR OF STATE
- SUBJECT TO AUDIT BY THE AUDITOR OF STATE
- SUBJECT TO SUNSHINE LAW AND PUBLIC RECORDS WITH LIMITED EXCEPTIONS:
 - MEETINGS ARE PUBLIC UNLESS A VOTE TO CLOSE THE MEETING IS MADE TO CONSIDER CONFIDENTIAL INFORMATION
 - FINANCIAL AND PROPRIETARY INFORMATION MAY BE MAINTAINED AS CONFIDENTIAL
 - ALL OTHER INFORMATION SUBMITTED TO THE CIC IN CONNECTION WITH THE RELOCATION, LOCATION, EXPANSION IMPROVEMENT OR PRESERVATION OF A BUSINESS IS CONFIDENTIAL UNTIL THE ENTITY COMMITS IN WRITING TO PROCEED

CIC FUNDING:

MUNICIPAL GENERAL FUND

GRANTS

PROCEEDS FROM PROPERTY SALES/FEES

MEMBERSHIP FEES

SPECIAL IMPROVEMENT DISTRICTS ("SID")

- SPECIAL IMPROVEMENT DISTRICTS WERE CREATED AND ADMINISTERED UNDER ORC 1710 IN JUNE 2000
- A SID MAY BE CREATED WITHIN THE BOUNDARIES OF ANY ONE MUNICIPAL CORPORATION, ANY ONE TOWNSHIP, OR ANY COMBINATION OF CONTIGUOUS MUNICIPAL CORPORATIONS AND TOWNSHIPS FOR THE PURPOSE OF DEVELOPING AND IMPLEMENTING PLANS FOR PUBLIC IMPROVEMENTS AND PUBLIC SERVICES THAT BENEFIT THE DISTRICT.
- A DISTRICT MAY BE CREATED BY PETITION OF THE OWNERS OF REAL PROPERTY WITHIN THE PROPOSED DISTRICT, OR BY AN EXISTING QUALIFIED NONPROFIT CORPORATION
- ALL TERRITORY IN A SPECIAL IMPROVEMENT DISTRICT SHALL BE CONTIGUOUS; EXCEPT THAT THE TERRITORY IN A SPECIAL IMPROVEMENT DISTRICT MAY BE NONCONTIGUOUS IF AT LEAST ONE SPECIAL ENERGY IMPROVEMENT PROJECT IS DESIGNATED FOR EACH PARCEL OF REAL PROPERTY INCLUDED WITHIN THE SPECIAL IMPROVEMENT DISTRICT.
- THE DISTRICT SHALL BE GOVERNED BY THE BOARD OF TRUSTEES OF A NONPROFIT CORPORATION. THIS BOARD SHALL BE KNOWN AS THE BOARD OF DIRECTORS OF THE SPECIAL IMPROVEMENT DISTRICT.
- FUNDS ARE ASSESSED TO PROPERTY OWNERS TO PAY FOR PUBLIC IMPROVEMENTS

PROCESS TO ESTABLISH:

- ESTABLISH PROPOSED PLAN FOR USE OF FUNDS
- GATHER PROPERTY OWNERS FOR ENGAGEMENT SESSIONS
- NEED AT LEAST 60% PARTICIPATION
- DETERMINE METHODOLOGY OF ASSESSMENT (PROPERTY VALUES VS. FRONT LINE FOOTAGE OR COMBINATION OF THE TWO)
- ARTICLES OF INCORPORATION
- ORDINANCE APPROVING SID ARTICLES OF INCORPORATION
- ESTABLISH BOARD OF DIRECTORS
- MUST BE REVIEWED/REAPPROVED EVERY 5 YEARS

BENEFITS:

- ACHIEVE MUTUALLY BENEFICIAL GOALS
- ATTRACT NEW BUSINESSES
- INCREASE PROPERTY VALUES
- INCREASE LEASE RATES
- SHARE COSTS
- INCREASE PROPERTY OWNER ENGAGEMENT

LIMITATIONS:

- TIME SPENT TO ESTABLISH/ORGANIZE
- PARTICIPATION RATE REQUIREMENT COULD BE A CHALLENGE
- NEEDS OF PROPERTY OWNERS MAY VARY WIDELY
- TIME CONSTRAINTS ON BOARD MEMBERS
- OUT OF STATE PROPERTY OWNERS CAN BE DIFFICULT TO CONTACT

LOCAL SID USES:

CEDAR LEE SPECIAL IMPROVEMENT DISTRICT

A PUBLIC/PRIVATE PARTNERSHIP FORMED AS AN ALLIANCE BETWEEN THE BUSINESS COMMUNITY AND THE CITY OF CLEVELAND HEIGHTS .

MISSION: THE MISSION OF THE SID IS TO ADDRESS ISSUES FACING THE BUSINESS COMMUNITY, WITH THE GOAL OF IMPROVING THE LOCAL ECONOMY AND THE OVERALL BUSINESS CLIMATE IN THE CEDAR LEE BUSINESS DISTRICT.

- Streetscapes
- Parking
- Plantings
- Street cleaning

DOWNTOWN CLEVELAND ALLIANCE:

MISSION: DOWNTOWN CLEVELAND ALLIANCE'S MISSION IS TO MAKE DOWNTOWN CLEVELAND THE REGION'S MOST DYNAMIC PLACE TO LIVE, WORK, PLAY AND VISIT.

VISION: TO CREATE A VIBRANT CITY CENTER BY ENHANCING THE PEDESTRIAN EXPERIENCE AND ATTRACTING MORE INVESTMENT INTO DOWNTOWN CLEVELAND THROUGH STRATEGIC INITIATIVES AND ADVOCACY EFFORTS.

- Streetscapes
- Cleaning
- Property development
- Safety patrol

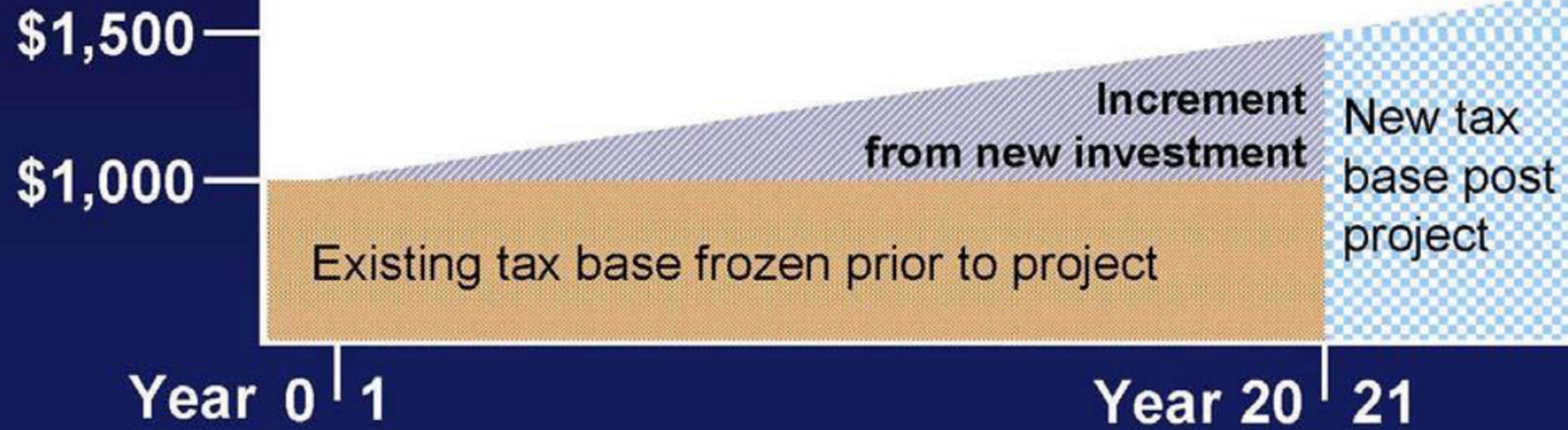
COMMERCE PARK POTENTIAL SID USES:

- UNIFORM SIGNAGE
- WATER RETENTION
- BIKE RACKS/SHARING
- BENCHES
- GREEN SPACE
- ENERGY EFFICIENT LIGHTING
- FIBER/WI-FI
- RECYCLING PROGRAM
- TREES
- STRUCTURED PARKING
- SECURITY CAMERAS

TAX INCREMENT FINANCING (NON-SCHOOL)

- DEFINITION: TAX INCREMENT FINANCING (“TIF”) IS AN ECONOMIC DEVELOPMENT TOOL THAT ENABLES LOCAL GOVERNMENTS TO FINANCE PUBLIC INFRASTRUCTURE IMPROVEMENTS
- THE TWO MAIN TYPES OF TIFS ARE PARCEL TIFS AND INCENTIVE DISTRICT TIFS
- THE LOCAL LEGISLATIVE AUTHORITY MUST BY ORDINANCE OR RESOLUTION, DECLARE IMPROVEMENTS TO REAL PROPERTY TO BE A PUBLIC PURPOSE

Basic TIF Example



HOW IT WORKS:

- AS IMPROVEMENT ARE MADE TO PROPERTY, ITS VALUE – AND THEREFORE THE TAXABLE VALUE SHOULD INCREASE. TIFS TAKE THE INCREASE IN THE ASSESSED VALUATION OF REAL PROPERTY AND TECHNICALLY EXEMPT THE AMOUNT OF TAXES ATTRIBUTED TO THE INCREASE. THE AMOUNT THAT WOULD HAVE BEEN PAID IS STILL PAID BY THE PROPERTY OWNER AS A PAYMENT IN LIEU OF TAXATION (“PILOT”).
- THE PILOTS ARE THEN DEPOSITED INTO A TIF FUND FOR USE BY THE CITY TO PAY FOR PUBLIC INFRASTRUCTURE IMPROVEMENTS SUCH AS THE CONSTRUCTION AND MAINTENANCE OF ROADS, WATER AND SEWER LINES AND COMMUNICATION FACILITIES. FUNDS MAY ALSO BE USED FOR LAND ACQUISITION AND DEMOLITION NECESSARY FOR ECONOMIC DEVELOPMENT, ALONG WITH STORMWATER AND FLOOD REMEDIATION.

AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL 2388 AND CITY OF BEACHWOOD

WHEREAS, the parties' desire to incorporate terms into the Collective Bargaining Agreement ("CBA") to facilitate discussions on health insurance benefits prior to collective bargaining negotiations; and

WHEREAS, the parties have meet and negotiated terms to incorporate into the CBA.

NOW, THEREFORE, the parties agree to amend Article 6 of the CBA, "Medical Benefits," as follows:

Section 7. Health Care Committee.

The Union may select one of its members and/or a designee as a participant in a health care committee to be established by the City and the City's unions to discuss issues related to the health insurance provided by the City. The committee shall consist of the Mayor, one (1) member from the Mayor's office, up to three (3) additional designees of the Mayor, and one (1) member and/or a designee from each union representing City employees. The purpose of the committee is to provide the City and the current provider with suggestions on the provision of health care services and concerns with current coverage. The purpose of the committee is also for the City to provide the committee with information related to potential changes in health care coverage, the level of benefits, and/or providers. The committee may discuss, and by majority agreement, issue recommendations regarding a change in health care providers or insurers or modifications to existing levels of benefits for the following year. However, the committee is not responsible for selecting the health care provider or determining the level of benefits. Recommendations from the committee shall not be binding upon the parties. Any changes in health care benefits shall be subject to good-faith bargaining and agreement by the parties. The committee shall at a minimum meet at least annually before May 1 to address any issues with the health care plan and once after bids for a change in health insurance have been received. Before and after bids, the health care provider and/or City shall provide the committee members and/or designees information concerning insurance usage, information relating to potential renewal rates, potential plan change options, and any other information sought potentially impacting insurance costs. Either the City or any member of the committee may request to convene a meeting at any time with preferably at least a 24 hour notice.

This Amendment shall become effective and binding on the parties when it is ratified by the Union and City Council.

CITY OF BEACHWOOD:

IAFF, LOCAL 2388:
