

**MINUTES OF THE
BOARD OF PARK COMMISSIONERS
OF THE
CLEVELAND METROPOLITAN PARK DISTRICT
NOVEMBER 9, 2017**

The Board of Park Commissioners met on this date, Thursday, November 9, 2017, 8:00 a.m., at the Board's office, 4101 Fulton Parkway, Cleveland, Ohio.

The roll call showed President Bruce G. Rinker, Vice President Debra K. Berry, and Vice President Dan T. Moore, to be present. It was determined there was a quorum. Chief Executive Officer, Brian M. Zimmerman, Chief Financial Officer, William Chorba, and Chief Legal and Ethics Officer, Rosalina M. Fini, were also in attendance.

APPROVAL OF MINUTES.

No. 17-11-158: It was moved by Vice President Moore, seconded by Vice President Berry and carried, to approve the minutes from the Regular Meeting of October 19, 2017, which were previously submitted to the members of the Board, and by them read.

Vote on the motion was as follows:

Ayes: Ms. Berry, Messrs. Moore and Rinker.

Nays: None.

ACTION ITEMS.

- (a) ***Request for Approval of 2018 Rates and User Fees***
(Originating Sources: William Chorba, Chief Financial Officer/Christopher M. Kuhar, Zoo Executive Director/Joseph V. Roszak, Chief Operating Officer/Sean P. McHugh, CGCS – Executive Director of Golf/Kelly M. Manderfield, Chief Marketing Officer)

The 2018 Rates and User Fees Schedule reflects a summary of each department's current (2017) and proposed (2018) rates and user fees for various services. These rates and fees have been reviewed for appropriateness and for alignment with market comparables. For your convenience, proposed changes from 2017 are shown in red (see pages **84996** to **85015**).

ACTION ITEMS (cont.)

The proposed rates and fees, if adopted, will become part of the 2018 budgeted revenue assumptions and will be implemented as of January 1, 2018.

No. 17-11-159: It was moved by Vice President Moore, seconded by Vice President Berry and carried, to approve the 2018 Rates and User Fees Schedule as included herein.

Vote on the motion was as follows:

Ayes: Ms. Berry, Messrs. Moore and Rinker.

Nays: None.

(b) ***Request for 2018 Tax Advances***
(*Originating Source: William Chorba, Chief Financial Officer*)

By statute, the County Fiscal Officer is only required to deliver all taxes collected ninety days after the close of elections, unless the Board of Park Commissioners adopts a resolution requesting tax advances on a timelier basis. To meet Cleveland Metroparks 2018 cash requirements, staff is requesting that the Board adopt the resolution listed below.

RESOLUTION REQUESTING TAX ADVANCES

BE IT RESOLVED, To meet the fiscal obligations of the Board, the Cuyahoga County Fiscal Officer is requested to make advances from time to time on all tax money collected for the payment of all taxes from funds available for distribution and allocated to the Board of Park Commissioners of Cleveland Metroparks; and

BE IT FURTHER RESOLVED, That the Secretary of the Board be and is hereby directed to certify a copy of this Resolution to the Cuyahoga County Fiscal Officer.

No. 17-11-160: It was moved by Vice President Moore, seconded by Vice President Berry and carried, to approve the resolution requesting tax advances as noted above.

Vote on the motion was as follows:

Ayes: Ms. Berry, Messrs. Moore and Rinker.

Nays: None.

ACTION ITEMS (cont.)

- (c) ***Whiskey Island Marina Operations – Management Services Agreement***
(Originating Sources: Brian M. Zimmerman, Chief Executive Officer/Joseph V. Roszak, Chief Operating Officer)

Background

On December 17, 2014 Cleveland Metroparks acquired the title to Whiskey Island. It is approximately ±64.5 acres located along the Lake Erie shoreline and includes Wendy Park, Whiskey Island Marina, and a food service operation. RFP #6016 was sent out for proposals to manage the Whiskey Island Marina and/or Food Service Operations. On September 25, 2014, based upon staff's recommendation, the Board voted to award the management services agreement to FDL Marine, Inc. ("FDL Marine") in Resolution No. 14-09-158.

Cleveland Metroparks entered into the Management Services Agreement with FDL Marine on September 25, 2014 which granted FDL Marine the right to manage the Whiskey Island Marina and provide marina operation services, and food and beverage services to the general public. The term of the Agreement commenced on December 17, 2014, and will end on December 31, 2017, both dates being inclusive. At the sole discretion of Cleveland Metroparks, the term of the Agreement could be extended for up to three (3) additional years, *i.e.*, through December 31, 2020.

FDL Marine proposed the following annual remittance and capital investment amounts if Cleveland Metroparks were to extend the current Management Services Agreement for an additional one (1) year period commencing on January 1, 2018 and ending on December 31, 2018, both dates being inclusive, which at the sole discretion of Cleveland Metroparks could be extended for up to two (2) additional year(s), *i.e.*, through December 31, 2020:

	<u>FDL Marine, Inc. Proposal</u>
<i>2018 Annual Remittance</i>	\$60,207.00
<i>2018 Capital Investment</i>	\$25,000.00
<i>Total Value to Cleveland Metroparks</i>	\$85,207.00

In review of the proposed terms, Cleveland Metroparks staff is recommending that the Management Services Agreement with FDL Marine, Inc. be extended for the following reasons:

- The rate and amount of financial return over the requested one (1) year extension is appropriate.
- Amount and timetable for proposed capital investment is appropriate.
- Success of FDL Marine of managing the marina operation since December 17, 2014.
- FDL Marine demonstrates a strong commitment to Cleveland Metroparks, its mission and effective management of this facility.

ACTION ITEMS (cont.)

Due to a potential conflict, Vice President Moore abstained from the vote related to this matter.

No. 17-11-161: It was moved by Vice President Moore, seconded by Vice President Berry and carried, to authorize a one (1) year extension of the term of the existing Management Services Agreement with FDL Marine, Inc. commencing on January 1, 2018 and ending on December 31, 2018, both dates being inclusive, which at the sole discretion of Cleveland Metroparks could be extended for up to two (2) additional year(s), *i.e.*, through December 31, 2020, with a total one-year annual remittance of \$60,207.00, and a total of \$25,000.00 for capital investments.

Vote on the motion was as follows:

Ayes: Ms. Berry and Mr. Rinker.

Abstained: Mr. Moore.

Nays: None.

- (d) ***Edgewater Marina Operations – Lease Agreement***
(*Originating Sources: Brian M. Zimmerman, Chief Executive Officer/Joseph V. Roszak, Chief Operating Officer*)

Background

On May 30, 2013, based upon staff's recommendation, the Board voted to authorize the Chief Executive Officer to execute a 99-year Lease Agreement, with the right and option to renew for another ten-year period, with the City of Cleveland ("City"), for ±455 acres of lakefront parks (see Board Action No. 13-05-077). On June 6, 2013, the State of Ohio, acting by and through the Ohio Department of Natural Resources ("State"), and the City terminated an existing Lease for the same lakefront property dated April 26, 1978 ("City/State Lease"). Cleveland Metroparks then entered into a Lease Agreement dated June 6, 2013 with the City ("City/Metroparks Lease") in which it took control of the ±455 acres of Cleveland's lakefront property, including the property commonly known as Edgewater Marina.

Through a Lease Agreement with the State dated March 13, 2012, amended by the Modification of Lease dated November 30, 2012 (together the "FDL/State Lease"), Edgewater Marina was being operated by FDL Marine, Inc. ("FDL Marine"). The term of the FDL/State Lease commenced on March 13, 2012 and would end on January 31, 2018. At the discretion of the State, the term of the Agreement could be renewed for a period not to exceed four (4) additional years, *i.e.*, through January 31, 2022.

In connection with the termination of the City/State Lease dated April 26, 1978, the Memorandum of Agreement between the State and the City dated June 6, 2013 stated certain leases, including the FDL/State Lease, would be assigned by the State to the City and then by the City to Cleveland Metroparks. Pursuant to the City/Metroparks Lease, the FDL/State Lease was assigned to Cleveland Metroparks. FDL Marine provided the

ACTION ITEMS (cont.)

City and Cleveland Metroparks with an Estoppel Certificate dated May 31, 2013, in which FDL Marine acknowledged the assignment of the FDL/State Lease to Cleveland Metroparks and agreed that all its rights under the FDL/State Lease would be subordinate to the City/Metroparks Lease. The term of the FDL/State Lease ends on January 31, 2018, and now at the discretion of Cleveland Metroparks, the term of the Agreement can be renewed for a period not to exceed four (4) additional years, *i.e.*, through January 31, 2022.

If Cleveland Metroparks were to renew the FDL/State Lease until December 31, 2018, with the option to extend up to an additional three (3) years at its sole discretion, FDL Marine proposes the following annual remittance and capital investment amounts:

	<u>FDL Marine, Inc. Proposal</u>
<i>2018 Annual Remittance</i>	\$69,000.00
<i>2018 Capital Investment</i>	\$10,000.00
<i>Total Value to Cleveland Metroparks</i>	\$79,000.00

In review of the proposed terms, Cleveland Metroparks staff is recommending that the FDL/State Lease be renewed for the following reasons:

- The rate and amount of financial return over the requested extension is appropriate.
- Amount and timetable for proposed capital investment is appropriate.
- Success of FDL Marine of managing the marina operation since March 13, 2012.
- FDL Marine demonstrates a strong commitment to Cleveland Metroparks, its mission and effective management of this facility.

No. 17-11-162: It was moved by Vice President Moore, seconded by Vice President Berry and carried, to authorize a renewal of the FDL/State Lease for a period commencing on February 1, 2018 and ending on December 31, 2018, both dates being inclusive, with the option to extend up to an additional three (3) years at its sole discretion, with a total annual remittance of \$69,000.00, and a total of \$10,000.00 for capital investments.

Vote on the motion was as follows:

Ayes: Ms. Berry, Messrs. Moore and Rinker.
 Nays: None.

AWARD OF BIDS:

No. 17-11-163: It was moved by Vice President Moore, seconded by Vice President Berry and carried, to authorize the following bid award(s):

- (a) **Ohio and National IPA Co-Op #6306: Janitorial Cleaning Products and Programs (Cleaning, Sanitation, Air Care and Wastewater** (see page **84982**);
- (b) **Sole Source #6307: Fresh and Prepared Foods and Disposables** (see page **84983**);
- (c) **Sole Source #6308: Native Plant Material** (see page **84984**); and
- (d) **Bid #6310: Wolf Picnic Area Parking Lot Improvements** (see page **84986**).

Vote on the motion was as follows:

Ayes: Ms. Berry, Messrs. Moore and Rinker.
Nays: None.

AWARD OF BIDS (cont.):

OHIO and NATIONAL IPA CO-OP #6306: **JANITORIAL CLEANING PRODUCTS AND PROGRAMS (CLEANING, SANITATION, AIR CARE, AND WASTEWATER) for a two (2) year period beginning December 1, 2017 through November 30, 2019, with an option to renew for one (1) additional year.**

Background

Cleveland Metroparks standardized the purchasing of various janitorial cleaning products (including those that are “eco-friendly”) from **W.W. Grainger** and eco-friendly *programs/systems* (cleaning and sanitation, air care and wastewater) from **State Industrial Products** in the previous contract.

W.W. Grainger is the current supplier to Cleveland Metroparks by leveraging the National IPA contract for the supply of janitorial products throughout Cleveland Metroparks. Staff utilizes a web-based electronic catalog concept for procurement and payment of such products with a net-priced catalog custom-tailored for Cleveland Metroparks which is protected by a user name and password for the online security system.

State Industrial Products, also a current supplier, leverages a cooperative contract through the State of Ohio for the air care (for restrooms and vault toilets), cleaning and sanitation (proportion system for dispensing concentrated cleaning products), and wastewater programs (for lift stations, grease traps, pit toilets and drains). Each program includes the installation of equipment, monthly services (preventative maintenance, inventory control, changing of batteries, and training) and is a “hands-free” operation.

The new contract term is for a two-year period beginning December 1, 2017 through November 30, 2019. W.W. Grainger and State Industrial Products provide next day (24-hour) delivery for all items to various locations throughout the Park District.

Staff compared the overall pricing structure and value added of various janitorial products and systems/programs (products offered, online services, sustainability and eco-friendly programs) offered by both suppliers to the MSC Industrial Supply and CJ Industrial Supply Inc.

To that end, Cleveland Metroparks Procurement staff recommends continuing a split award to W.W. Grainger and State Industrial Products as the combination represents the lowest and best overall value for the Park District.

RECOMMENDED ACTION:

That the Board authorize a split award for the purchase of various janitorial cleaning products and programs, as specified in the above summary for OHIO AND NATIONAL IPA Co-Op #6306 to **W.W. Grainger and State Industrial Products** to be purchased on an “as needed” basis for a two (2) year period beginning December 1, 2017 through November 30, 2019, with an option to renew for one (1) additional year, **for a total cost not to exceed \$475,000.00**, in full utilization of the National IPA contract number 141003 and State of Ohio contract number 800150.

(See Approval of this Item by Resolution No. 17-11-163 on Page 84981)

AWARD OF BIDS (cont.):

SOLE SOURCES #6307 SUMMARY: FRESH AND PREPARED FOODS, AND DISPOSABLES for a two (2) year period beginning January 1, 2018 through December 31, 2019, with an option to renew for two (2) additional years

- - HIGHLIGHTS AT A GLANCE - -
2016-2017 Expenditures = \$3,500,000.00
2018-2019 Estimate = \$4,000,000.00

This recommendation provides availability of fresh and prepared food, beverages, and disposable items to be purchased on an “as-needed” basis for a two (2) year period beginning January 1, 2018 through December 31, 2019 for food service operations (various concessions and restaurants) throughout the Park District. The award will provide flexibility to purchase from various food suppliers and purveyors based on need, freshness and seasonal availability. Furthermore, this recommendation will allow the food service operations to consider/purchase new products that come to market that may be chosen based on quality, seasonal opportunities, the competitive marketplace and price fluctuation.

The restaurant industry is built on trends (gluten free, vegan, power foods, free range, etc.) and commodity indexes and these trends/indexes can fluctuate quickly. The success of Cleveland Metroparks restaurant operations depends on the ability to adapt and change with these trends, seasons and opportunities. Plus, menus may change throughout the year as well as different daily specials. New suppliers/producers also enter the market each year. The need for versatility here is apparent as staff is tasked with making food operations a popular success.

This award will enable the ability to insure freshness, high quality, unique opportunities, trendy offerings and consistent product at all of Cleveland Metroparks food operations.

Anticipated Vendors and possible product: (included but are not limited to):

- **Food & beverage (both fresh and prepared):** Northern Haserot, Blue Ribbon Meats, Paragon Produce, Cantonese Classic Seafood, Premier Produce, Sanson Produce, Michael’s Bakery, Orlando Baking, various vendors at West Side Market, Utz, and Peck Food Service.
- **Disposables including packaging, serving and compostable materials:** Trimark SS Kemp, Dean Supply, and Northern Haserot.
- **Ware washing:** State Cleaning (State Chemical), Ecolab, and Sysco Foodservice.

RECOMMENDED ACTION:

That the Board approve the purchase of **fresh and prepared foods and disposables from the vendors noted above and others “as needed”** per Sole Sources #6307 for a two (2) year period beginning January 1, 2018 through December 31, 2019, with an option to renew for two (2) additional years, for a total cost not to exceed \$4,000,000.00.

(See Approval of this Item by Resolution No. 17-11-163 on Page 84981)

AWARD OF BIDS (cont.):

SOLE SOURCES #6308 SUMMARY: **NATIVE PLANT MATERIAL** for a two (2) year period beginning January 1, 2018 through December 31, 2019, with an option to renew for two (2) additional years

- - HIGHLIGHTS AT A GLANCE - -
2016-2017 Expenditures = \$150,000.00
2018-2019 Estimate = \$200,000.00

This item provides for native plant material to be purchased on an “as-needed” basis for a two (2) year period beginning January 1, 2018 through December 31, 2019 for various locations throughout the Park District.

The introduction of non-native or plant material from undesirable geographic origins can influence the integrity of a restoration project as well as the surrounding area by passing along foreign genetic material or introducing invasive non-native material.

Using native plants to restore the landscape can help enhance habitat resiliency and minimize impact of species loss. Due to local environmental filters, natives in most cases, establish self-sustaining plant communities that require less maintenance. This is because they are adapted to a local region and tend to tolerate damage from freezing, drought, common diseases, and herbivores.

Native plant species are major characteristics of the functional attributes necessary for ecosystem restoration. Native plants help increase local population’s capacity for providing numerous ecological benefits and services. There are specific relationships developed including: associations of mycorrhizae with plants, invertebrates with woody debris, pollinators with flowers, and birds with structural habitat that can only be rebuilt by planting native plants.

All native plant material will include species with existing naturally occurring range found in northern Ohio. Material must be from known genetic stock originating from a reasonable geographical proximity to Cleveland, Ohio and documentation of provenance or location of seed source must be provided upon request.

The anticipated vendors have demonstrated the integrity of maintaining regional genetic material in their native plant material. Their stock has proven to be of high quality and meets all of Cleveland Metroparks Natural Resources expectations.

This award will provide flexibility to purchase from various native plant suppliers. Furthermore, this will allow Cleveland Metroparks staff to purchase various native plant material based on discretion, quality and factors beyond price for all of our locations.

AWARD OF BIDS (cont.):**Anticipated Vendors and possible product:** *(included but are not limited to):*

- **Shrubs:** Native Roots, Inc., Woody Warehouse Nursery Inc., and Riverside Native Tree Nursery.
- **Small Trees:** Woody Warehouse Nursery Inc., Riverside Native Trees,
- **Large Trees:** Woody Warehouse Nursery Inc. and QRST Nursey
- **Herbaceous Plugs/ Pots:** Native Roots, Inc., Ohio Prairie Nursery Ltd., Archewild, and Cardno.
- **Native Seed Plant Mix:** Ohio Prairie Nursey Ltd. and Cardno.

RECOMMENDED ACTION:

That the Board approve the purchase of **Native Plant Material** as per Sole Sources #6308 for a two (2) year period beginning January 1, 2018 through December 31, 2019, with an option to renew for two (2) additional years, for a total cost not to exceed \$200,000.00. In the event the log of consumption approaches 90 percent of the estimate, an action item will be presented to the Board requesting an increase.

(See Approval of this Item by Resolution No. 17-11-163 on Page 84981)

AWARD OF BIDS (cont.):

BID #6310 SUMMARY: **WOLF PICNIC AREA PARKING LOT IMPROVEMENTS
*(Originating Sources: Joseph V. Roszak, Chief Operating Officer/
 Jim Rodstrom, Director of Construction)***

In May of 2017, Cleveland Metroparks was awarded a Great Lakes Restoration Initiative grant from the USEPA for water quality treatment and detention of the stormwater runoff water from the 1-1/4 acre parking lot and driveway at Wolf Picnic Area (Huntington Reservation). The extended detention of the stormwater in the vegetated islands and pervious pavement will allow the suspended sediment and pollutants that the stormwater picks up as it runs across the pavement to settle out. In addition, the detention facility will provide storage of the stormwater with controlled discharge for storm events into the adjacent Porter Creek. After the stormwater components of the project are complete, new asphalt pavement and pervious pavement will be constructed over the entire parking lot.

This parking lot improvements bid reflects the following scope of work:

1. Removal of approximately 2,110 square yards of existing pavement, aggregate base, and concrete surface mounted concrete curbs.
2. Construction of parking lot center island bioswale and roadside treatment swales along entrance drive.
3. Installation of 3 new precast 2-2B catch basins, 309 lineal feet of perforated 8" HDPE storm sewer pipe, and 1,286 lineal feet of perforated HDPE underdrain.
4. 2" grinding of 1,055 square yards of existing asphalt pavement and 1,135 sy of new full-depth asphalt pavement.
5. Excavation and construction of 796 square yards of pervious pavers with associated stone layered subbase.
6. Striping, new concrete parking blocks, and erosion and sediment controls as required.

Bids were received on November 1, 2017 and are tabulated below:

<u>Bidder Name</u>	<u>Lump Sum Bid</u>
Burton Scot Contractors, LLC	\$283,600.00
Nerone & Sons, Inc.	\$297,700.00
Licursi Company, Inc.	\$303,600.00
Eclipse Company, LLC	\$317,930.75
Chagrin Valley Paving, Inc.	\$330,625.00
C.A. Agresta Construction Co.	\$344,747.00
Karvo Companies, Inc.	\$337,558.25
Schirmer Construction LLC	\$326,900.00
Platform Cement, Inc.	\$303,000.00
Carron Asphalt Paving, Inc.	\$351,500.00
Engineer's Estimate	\$350,000.00

AWARD OF BIDS (cont.):

Staff recommends awarding the **Lump Sum Bid to Burton Scot Contractors**. Burton Scot Contractors has not performed any projects in the recent past for Cleveland Metroparks, but has successfully completed similar projects for other government agencies throughout this region and throughout the state of Ohio. They have been in business for 31 years and they specialize in site development, earthwork, and asphalt paving.

2017 Budget Codes: 4015503-573001-HU17014

RECOMMENDED ACTION:

That the Board authorize the Chief Executive Officer to enter into a contract with **Burton Scot Contractors** as the lowest and best bidder for Bid #6310, Wolf Picnic Area Parking Lot Improvements for the Lump Sum Bid amount of \$283,600.00. In the event that the bidder cannot satisfy the bid, the award will be given to the next successive bidder who the Board, in its discretion, has reflected in the minutes as being the next lowest and best bidder who can satisfy the bid. The difference in cost and all related costs to the difference will be assumed by the original bidder and/or surety. Form of contract to be approved by the Chief Legal and Ethics Officer.

(See Approval of this Item by Resolution No. 17-11-163 on Page 84981)

SERVICES (\$10,000 - \$50,000) ACQUIRED
SINCE LAST BOARD MEETING (Presented 11/09/17)

Cleveland Metroparks By-Laws, Article 5 (Procurement), Section 4 (a), as revised and approved by the Board of Park Commissioners on January 10, 2013, *"The CEO is authorized to enter into contracts and contract amendments for construction, change orders, and to purchase equipment, goods and services, and real estate, without prior approval of the Board in each instance, if the cost of the contract or contract amendment, for any single project, or the amount of the purchase, does not exceed \$50,000. Any contracts where the cost exceeds \$10,000 or any purchase where the amount exceeds \$10,000, and approved by the CEO, shall be reported to the Board at its next regularly scheduled meeting following the execution of said contract or said purchase,"* the following is provided:

<u>REF. NO. / ITEM – SERVICE</u>	<u>VENDOR</u>	<u>COST</u>	<u>PROCEDURE</u>
Three rooftop replacement HVAC units for Rocky River Nature Center (installed by staff).	Virginia Air	\$10,431.00	(7)
Kiosk Development "Dreamoc HD3" for holographic digital projection exhibit for Rocky River Nature Center.	Eventworks 4D, LLC.	\$14,500.00	(7)
Insulation installed at various locations throughout the Park District.	All Construction Services	\$14,400.00	(7)
Three RS Quest sailboats to be used by Outdoor Recreation Division.	KPC Distribution	\$28,757.00	(7)
Additional candy for "Boo at the Zoo."	BA Sweetie	\$10,895.81 <u>15,000.00</u> \$25,895.81	(7)
New boiler for lower greenhouse at the zoo.	Famous Supply	\$12,544.17	(7)
Professional services-mowing, raking, and baling of 50-acre hay field. Services also include spraying of herbicide in the hay field.	Steve Mattes	\$21,750.00	(5)

SERVICES (\$10,000 - \$50,000) ACQUIRED (cont.)

<u>REF. NO. / ITEM – SERVICE</u>	<u>VENDOR</u>	<u>COST</u>	<u>PROCEDURE</u>
Provision of propane, gas, etc. beginning November 1, 2017 – October 31, 2018.	Amerigas Propane, LLC	\$50,000.00	(2)
Institutional Membership – 2018.	American Association of Zoos and Aquariums	\$20,495.00	(3)
Electro fishing system to be used at Watershed Stewardship Center by Natural Resource Division.	Smith-Root, Inc.	\$14,927.00	(7)

===== **KEY TO TERMS** =====

- (1) **“BID”** – Formal bid invitations sent and advertised in *The Plain Dealer* 15 days preceding the bid opening.
- (2) **“COOPERATIVE”** – Purchased through cooperative purchasing programs i.e. – State of Ohio, US Communities, etc.
- (3) **“SOLE SOURCE”** – Purchased from one source as competitive alternatives are not available.
- (4) **“PROPRIETARY”** – Merchandise purchased for resale directly from the brand’s manufacturer.
- (5) **“PROFESSIONAL SERVICE”** – Services of an accountant, architect, attorney at law, physician, professional engineer, construction project manager, consultant, surveyor or appraiser as outlined under Article 5, Sections 1-4 of the Board By Laws and defined by ORC 307.86.
- (6) **“COMPETITIVE QUOTE (up to \$10,000)”** – Originally estimated \$10,000 or less, quoted by three vendors.
- (7) **“COMPETITIVE QUOTE (over \$10,000 to \$50,000)”** – Chosen through the accumulation of three written quotes.

**CONSTRUCTION CHANGE ORDERS OR AMENDMENTS TO
PROFESSIONAL SERVICE CONTRACTS (11/09/17)**

Pursuant to Cleveland Metroparks By-Laws, Article 5 (Procurement), Section 4 (b) and (c), as revised and approved by the Board of Park Commissioners on January 10, 2013, "...the CEO is not authorized to enter into any change orders to construction contracts, without prior approval of the Board in each instance, except that the CEO is authorized to enter into change orders to construction contracts, without prior approval of the Board in each instance, where the additional cost is less than THE LESSER OF: (i) \$50,000, or (ii) ten percent (10%) of the cost of the contract. Each change order by the CEO under this Article shall be reported to the Board at the next meeting of the Board following the execution of said change order."

(c). "Amendment to Professional Service Contract. For professional service contracts greater than \$50,000, the CEO is not authorized to enter into any amendment to professional services or other special services agreement, without prior approval of the Board in each instance, except that the CEO is authorized to enter into amendments to professional services and other special services agreements for additional fees, without prior approval by the Board in each instance, where the additional fees for the agreement by the CEO pursuant to this Section, aggregate less than THE LESSER OF: (i) \$50,000, or (ii) ten percent (10%) of the cost of the agreement. Each amendment by the CEO under this Section shall be reported to the Board at the next meeting of the Board following the execution of said amendment.", the following is provided:

<u>Contract</u>	<u>Item/Service</u>	<u>Vendor</u>	<u>Change Order or Amendment</u>
<p><u>Park wide Demolition</u> \$147,515.00</p> <p>Revised Contract Amount: Change orders #1-3 added \$19,142.00 #4 added \$ 700.00</p> <p>Total revised to \$272,325.00</p>	<p>Remove existing foundation and debris to 18" below grade and backfill. 1811 Richmond Road.</p>	<p>C & J Contractors, Inc.</p>	<p>Change Order #4</p>
<p><u>Marina Kitchen Renovation</u> \$277,755.00</p> <p>Revised Contract Amount: Change order #1 Added \$4,246.00</p> <p>Total revised to \$282,001.00</p>	<p>Deduct for non-perform of old fence/gate replacement.</p> <p>Remove and replace existing foyer flooring.</p> <p>Install mechanical systems to accept ductless dishwasher.</p>	<p>Sterling Professional Group</p>	<p>Change Order #1</p>
<p><u>Wildwood Infrastructure</u> \$285,285.00</p> <p>Revised Contract Amount: Change order #1 Added \$18,365.46</p> <p>Total revised to \$303,650.46</p>	<p>Construct additional bio-retention cell at management center.</p> <p>Electrical line repairs after excavation.</p> <p>Spoils spread at maintenance.</p>	<p>F. Buddie Contracting</p>	<p>Change Order #1</p>

APPROVAL OF VOUCHERS AND PAYROLL.

No. 17-11-157: It was moved by Vice President Moore, seconded by Vice President Berry and carried, to approve payroll and vouchers, employee withholding taxes, and ADP payroll, as identified on pages **85038** to **85152**.

Vote on the motion was as follows:

Ayes: Ms. Berry, Messrs. Moore and Rinker.

Nays: None.

PUBLIC COMMENTS.

Glen and Susan Carey of Richfield, Ohio addressed the Board with respect to bike riders and their use of the roadways within Cleveland Metroparks. Ms. Andrea Kleinhenz also addressed the Board with respect to listings on the Emerald Necklace newsletter. Lastly, Ms. Marty Leshner of Olmsted Township read from a prepared statement related to multiple topics. All such public comments can be heard in their entirety by accessing the "About" section of Cleveland Metroparks website at <https://clevelandmetroparks.com/about/cleveland-metroparks-organization/boards-of-park-commissioners>.

INFORMATION/BRIEFING ITEMS/POLICY.

- a. ***Chief Executive Officer's Employee Guests***
(Originating Source: Brian M. Zimmerman, Chief Executive Officer)

Trishna A. Desai, Information Technology Business Analyst

Trishna Desai began her employment with Cleveland Metroparks in September 2017 in the position of Information Technology Business Analyst in partnership with the Cleveland Foundation's Public Service Fellowship. Trishna graduated in May of this year from Denison University in Granville, Ohio where she obtained a B.S. in Biology and a B.A. in International Studies with a concentration in Global Public Health. While at school, she has engaged in a vast array of research experiences. She has worked as community outreach and social media intern for the non-profit African Health Now where she synthesized informational content and outreach plans about endemic health issues in Ghana. In addition, she oversaw all social media of the organization and spotted potential collaborations and research grants. During her attachment at the Hull Royal Infirmary in Hull, U.K., Trishna worked with Dr. Hiten Thaker, the head of the Department of Infectious Diseases, to conduct a literature review of HIV/Aids care to elderly populations in England, and looked at historical, social, and structural legacies and barriers for this emerging population and possible areas of improvement. Trishna has also served as a Research Aid for VectorBITE working with Dr. Andrew McCall and an international team of researchers to examine the effects of competition and predation on mosquito development through meta-analysis. Funded by the National Institute of Health, this review will be used to synthesize a model that predicts how ecological cues can affect life histories of mosquitos with the application of vector control.

INFORMATION/BRIEFING ITEMS/POLICY (cont.)**b. *First Reading: Multiple Policies***

(Originating Sources: Brian M. Zimmerman, Chief Executive Officer/Rosalina M. Fini, Chief Legal and Ethics Officer/Joseph V. Roszak, Chief Operating Officer/Kelly M. Manderfield, Chief Marketing Officer/Kyle G. Baker, Senior Assistant Legal Counsel/Director of Real Estate/Isaac D. Smith, Conservation Program Manager)

Pursuant to Article 1, Section 1(a) of its By-Laws, the following policies are being submitted to the Board of consideration and First Reading:

Property Line Encroachment Policy & Conservation Easement Stewardship Policy:

Protecting real property interests is essential to Cleveland Metroparks mission of conservation and preservation of the natural and cultural resources within park lands. Cleveland Metroparks has acquired over 23,000 acres of land throughout its 100-year history, nearly 500 acres of which are protected through conservation easements, amassing nearly 400 miles of property boundaries that adjoin to over 5,000 neighboring properties that benefit from the adjacency to park land. It is the duty of Park District staff, as custodians for the public, to actively and consistently monitor its property boundaries and conservation easements to protect Cleveland Metroparks real property interests.

Developing standard procedures ensures that each property line encroachment and conservation easement is addressed in a fair and consistent manner across the Park District, and that the actions taken are documented appropriately. This approach discourages negative impacts to natural resources and maintains a positive relationship with the many neighbors of Cleveland Metroparks.

To further Cleveland Metroparks efforts to protect its real property interests in a consistent manner, as the policy-making authority for Cleveland Metroparks, Cleveland Metroparks staff recommends that the Board establish a uniform guideline in order to protect Cleveland Metroparks property interests in the proposed “Property Line Encroachment Policy” and “Conservation Easement Stewardship Policy.” The Property Line Encroachment Policy was previously a Chief Executive Officer Policy last updated on December 28, 2012 with a recommended review date of December 28, 2017. The Conservation Easement Stewardship Policy is a new policy for Cleveland Metroparks because it was not until 1996 that Cleveland Metroparks acquired its first conservation easement. The policies confirm Cleveland Metroparks commitment to the core values of “customer focus” for protecting the park user experience, “dignity and respect,” “integrity,” and “professionalism” for addressing the property interests fairly, consistently, and in a dignified manner, “teamwork” for combining staff resources, and “sustainability” for working together to preserve the natural resources of the Park District.

INFORMATION/BRIEFING ITEMS/POLICY (cont.)**Trademark and Logo Usage Policy:**

The Board of Park Commissioners of the Cleveland Metropolitan Park District owns brands, marks, names, and logos which are very important organizational assets. Several recent examples of third parties registering marks used by other entities underscore the need to properly secure marks, names and logos that define an organization. Cleveland Metroparks identified the most significant marks for federal registration, and the final registration has just been received. Consequently, the Trademark and Logo Usage Policy is needed to provide a roadmap for staff and third parties to understand more clearly how and when the registered marks may be used.

The full Policies can be found at pages **85016** through **85037**.

c. *Review of Investment Market Conditions*
(Originating Source: William Chorba, Chief Financial Officer)

In accordance with Cleveland Metroparks Investment Policy, funds are invested following the principles of Liquidity, Safety and Return. Periodic reviews of investment performance and expectations are performed to ensure these principles are adhered to and appropriate budget assumptions are made.

Chief Financial Officer Chorba shared a detailed presentation with the Board.

d. *Monitoring Migration in the Great Lakes with Radar*
(Originating Sources: Joseph V. Roszak, Chief Operating Officer/Terry L. Robison, PhD, Director of Natural Resources/Mike Wells, US Fish & Wildlife)

Presenter Biography:

Michael Wells has a degree in avian biology at the University of Minnesota and came to work with the Radar Team in 2016. He is involved in data analysis, data collection, modeling, and integration of radio telemetry and radar data.

Summary:

Every spring and fall, millions of birds and bats migrate from northern breeding territories to southern wintering grounds. The Great Lakes constitute an important barrier along this journey that migrants must decide to cross or attempt to go around. Since 2011, the US Fish and Wildlife Services Avian Radar program is studying how migrants cross the Great Lakes and how anthropogenic impacts may affect wildlife in these areas. This fall we have been investigating how birds migrate across Lake Erie at Cleveland, our second urban site since this project began. We present some preliminary results and conclusions from our work in Cleveland.

Mr. Wells shared a very detailed and informative presentation with the Board.

INFORMATION/BRIEFING ITEMS/POLICY (cont.)

- e. ***Centennial Moment: Stories Behind the Structures***
(Originating Sources: Joseph V. Roszak, Chief Operating Officer/Wendy Weirich,
Director of Outdoor Experiences)

Cleveland Metroparks Historian/Archivist Judy MacKeigan highlighted some of the top sites, structures and buildings that are listed on the Cleveland Metroparks Historic and Cultural Resource Management Plan, and shared some of the stories behind these places and why they are considered significant treasures within Cleveland Metroparks.

AWARD OF BIDS; CONSTRUCTION CHANGE ORDERS; STATUS RE: CAPITAL PROJECTS.

The following were presented to the Board for award/acknowledgment: bid tabulations, as shown on pages **84981** through **84987**; \$10,000 to \$50,000 purchased items/services report, pages **84988** through **84989**; and construction change orders, page **84990**.

DATE OF NEXT MEETING.

The next Regular Meeting of the Board of Park Commissioners was scheduled by the Board for Thursday, November 30, 2017, 8:00 a.m. at the Board's office, 4101 Fulton Parkway, Cleveland, Ohio.

ADJOURNMENT TO EXECUTIVE SESSION.

No. 17-11-164: At 9:49 a.m., upon motion by Vice President Moore, seconded by Vice President Berry and carried, the meeting adjourned to an Executive Session for the purpose of discussing the Acquisition/Purchase of Real Property as well as Pending Litigation, as stated by Chief Legal and Ethics Officer, Rose Fini.

Vote on the motion was as follows:

Aye: Ms. Berry
Aye: Mr. Rinker
Aye: Mr. Moore
Nays: None.

No action was taken as a result of the Executive Session.

ADJOURNMENT.

No. 17-11-165: There being no further matters to come before the Board, upon motion by Vice President Moore, seconded by Vice President Berry, and carried, President Rinker adjourned the meeting at 10:51 a.m.

Note: Vice President Berry left the meeting prior to adjournment and therefore was not available during the motion for adjournment.

Vote on the motion was as follows:

Ayes: Messrs. Moore and Rinker.

Nays: None.

President.

Attest:

Secretary.

GOLF COURSES

DESCRIPTION	DURING PEAK USE (MARCH-OCTOBER)	2017 RATES	PROPOSED 2018 RATES
BIG MET			
Greens Fees	9-hole Weekday	\$15	\$15
	18-hole Weekday	\$26	\$26
	Extra 9-hole Weekday	\$11	\$11
	Replays	\$8	\$8
	9-hole Weekend/Holiday before 2:00	\$19	\$19
	18-hole Weekend/Holiday before 2:00	\$32	\$32
	Extra 9-hole Weekend/Holiday before 2:00	\$13	\$13
	9-hole Weekend/Holiday after 2:00	\$15	\$15
	18-hole Weekend/Holiday after 2:00	\$26	\$26
	Extra 9-hole Weekend/Holiday after 2:00	\$11	\$11
	Jr./Sr. 9-hole Weekday & after 2:00 Weekend & Holiday	\$10.50	\$10.50
	Jr./Sr. 18-hole Weekday & after 2:00 Weekend & Holiday	\$18	\$18
	Spectator	\$3	\$3
Handicap Fee	\$25	\$25	
Power Cars	9-hole	7/player	7/player
	18-hole	13/player	13/player
	Extra 9-hole	6/player	6/player
	Rain/wind shield rental, 9 & 18-hole	\$2/car	\$2/car
	Full weather enclosure rental, 9 & 18-hole	\$5/car	\$5/car
Hand Carts	9-holes	\$3	\$3
	18-holes	\$4	\$4
Club Rentals	9-hole regular clubs	\$9	\$9
	18-hole regular clubs	\$15	\$15
	9-hole junior clubs	\$6	\$6
	18-hole junior clubs	\$9	\$9
Golf Pro Lessons	Individual, Head Professional	\$40-½ hour	\$45/40 minutes \$75/hour
	Golf Outings	Groups of 12 - 32 with tee times Shotgun Starts, Partial or Modified Shotguns, 36-72 players	Cart rental, Jr./ Sr. rates apply Sliding schedule ranging from \$42 to \$55/person for shotgun pricing including merchandise prize fund
Ski Rentals	Cross Country Ski Rental – Adults, Weekday	\$10 first hour, \$5 each extra hour	\$10 first hour, \$5 each extra hour
	Cross Country Ski Rental – Junior (12 & under), Weekday	\$7 first hour, \$3 each extra hour	\$7 first hour, \$3 each extra hour
	Cross Country Ski Rental – Adults, Weekends & Holidays	\$12 first hour, \$5 each extra hour	\$12 first hour, \$5 each extra hour
	Cross Country Ski Rental – Junior (12 & under), Weekends & Holidays	\$8 first hour, \$3 each extra hour	\$8 first hour, \$3 each extra hour
Snow Shoe Rentals	Snow Shoe Rental – Adult, Weekday	\$8 first hour, \$3 each extra hour	\$8 first hour, \$3 each extra hour
	Snow Shoe Rental – Junior (12 & under), Weekday	\$5 first hour, \$2 each extra hour	\$5 first hour, \$2 each extra hour
	Snow Shoe Rental – Adult, Weekends & Holidays	\$10 first hour, \$3 each extra hour	\$10 first hour, \$3 each extra hour
	Snow Shoe Rental – Junior (12 & under), Weekends & Holidays	\$6 first hour, \$2 each extra hour	\$6 first hour, \$2 each extra hour
Clubhouse Room Rental	Year round	See concessions	See concessions

DESCRIPTION	DURING PEAK USE (MARCH-OCTOBER)	2017 RATES	PROPOSED 2018 RATES	
LITTLE MET				
Greens Fees	9-hole Weekday	\$10.50	\$10.50	
	9-hole Weekend/Holiday before 2:00	\$12.50	\$12.50	
	9-hole Weekend/Holiday after 2:00	\$10.50	\$10.50	
	Replays	\$6.50	\$6.50	
	Jr./Sr. 9-hole Weekday & after 2:00 Weekend & Holiday	\$8	\$8	
	Spectator	\$3	\$3	
Power Cars	9-hole	\$7/player	\$7/player	
	Rain/wind shield rental	\$2/car	\$2/car	
	Full weather enclosure rental	\$5/car	\$5/car	
Hand Carts	9-hole	\$3	\$3	
Club Rentals	9-hole regular clubs	\$9	\$9	
	9-hole junior clubs	\$6	\$6	
Golf Outings	Groups 12-32 with tee times	Car rental, Jr./Sr. rates apply		
	Shotgun Starts	Sliding schedule range from \$22 to \$26/person including merchandise prize fund		
	Shotguns, Weekends before Memorial Day and in October	\$19.50 per player including merchandise prize fund		
MASTICK WOODS				
Greens Fees	9-hole Weekday	\$10.50	\$10.50	
	9-hole Weekend/Holiday before 2:00	\$12.50	\$12.50	
	9-hole Weekend/Holiday after 2:00	\$10.50	\$10.50	
	Replays	\$6.50	\$6.50	
	Jr./Sr. 9-hole Weekday & after 2:00 Weekend & Holiday	\$8.00	\$8.00	
	Foot Golf	18-hole regular	\$10.50	\$10.50
18-hole Weekend/Holiday before 2:00		\$12.50	\$12.50	
Jr./Sr. 18-hole Weekday & after 2:00 Weekend & Holiday		\$8	\$8	
Replays		\$7	\$7	
Spectator		\$3	\$3	
All day Foot Golf Weekday & after 2:00 Weekend & Holiday		\$15	\$15	
All day Foot Golf Weekend/Holiday before 2:00		\$17	\$17	
All day Jr./Sr. Foot Golf Weekday & after 2:00 Weekend & Holiday		\$13	\$13	
Power Cars		9-hole	\$7/player	\$7/player
		Rain/wind shield rental	\$2/car	\$2/car
	Full weather enclosure rental	\$5/car	\$5/car	
Hand Carts	9-hole	\$3	\$3	
Club Rental	9-hole regular clubs	\$9	\$9	
	9-hole junior clubs	\$6	\$6	
Soccer Ball Golf Outings	Soccer Ball Rental	\$3	\$3	
	Groups of 12 - 32 with tee times	Car rental, Jr./Sr. rates apply		
	Shotgun Starts	Sliding schedule ranging from \$22- \$26/person including merchandise prize fund.		
	Shotguns, Weekends before Memorial Day and in Oct.	\$19.50 per player including merchandise prize fund		
MANAKIKI				
Greens Fees	9-hole Weekday, (Mon-Thu)	\$18	\$18	
	18-Hole Weekday, (Mon-Thu)	\$32	\$32	
	Extra 9-hole Weekday, (Mon-Thu)	\$14	\$14	
	Replays	\$10	\$10	
	9-hole Weekend/Holiday before 2:00	\$26	\$26	
	18-hole Weekend/Holiday before 2:00	\$42	\$42	
	Extra 9-hole Weekend/Holiday before 2:00	\$16	\$16	
	9-hole Friday	\$21	\$21	

DESCRIPTION	DURING PEAK USE (MARCH-OCTOBER)	2017 RATES	PROPOSED 2018 RATES
MANAKIKI CONTINUED			
	18-hole Friday	\$36	\$36
	Extra 9-hole Friday	\$15	\$15
	18-hole Weekend/Holiday after 2:00	\$32	\$32
	Extra 9-hole Weekend/Holiday after 2:00	\$14	\$14
	Jr./Sr. 9-hole Weekday & after 2:00 Weekend & Holiday	\$12.50	\$12.50
	Jr./Sr. 18-hole Weekday & after 2:00 Weekend & Holiday	\$21	\$21
	Jr./Sr. Extra 9-hole Weekday and after 2:00 Weekend & Holiday	\$8.50	\$8.50
	Spectator	\$3	\$3
	Handicap Fee	\$25	\$25
	Practice tee	\$4	\$4
Power Cars	9-hole	\$7/player	\$7/player
	18-hole	\$13/player	\$13/player
	Extra 9-hole	\$6/player	\$6/player
	Rain/wind shield rental, 9 & 18-hole	\$2/car	\$2/car
	Full weather enclosure rental, 9 & 18-hole	\$5/car	\$5/car
Hand Carts	9-hole	\$3	\$3
	18-hole	\$4	\$4
Club Rental	9-hole regular clubs	\$9	\$9
	18-hole regular clubs	\$15	\$15
	9-hole junior clubs	\$6	\$6
	18-hole junior clubs	\$9	\$9
Golf Pro Lessons	Individual-Head Professional	45-1/2 hour; \$80/hour w/video analysis	\$45/40 minutes; \$80/hour w/video analysis
Golf Outings	Groups of 12 - 32 with tee times	Cart rental, Jr./ Sr. rates apply	
	Shotgun Starts, Partial or Modified shotguns, 36 - 72 players	Sliding schedule ranging from \$45-\$70/person for shotgun pricing including merchandise prize fund	
SLEEPY HOLLOW			
Greens Fees	9-hole Weekday (Mon-Thu)	\$18	\$18
	18-Hole Weekday (Mon-Thu)	\$32	\$32
	Extra 9-hole Weekday (Mon-Thu)	\$14	\$14
	Replays	\$10	\$10
	9-hole Weekend/Holiday before 2:00	\$26	\$26
	18-hole Weekend/Holiday before 2:00	\$42	\$42
	Extra 9-hole Weekend/Holiday before 2:00	\$16	\$16
	9-hole (Friday)	\$21	\$21
	18-hole (Friday)	\$36	\$36
	Extra 9-hole (Friday)	\$15	\$15
	9-hole Weekend/Holiday after 2:00	\$18	\$18
	18-hole Weekend/Holiday after 2:00	\$32	\$32
	Extra 9-hole Weekend/Holiday after 2:00	\$14	\$14
	Jr./Sr. 9-hole	\$12.50	\$12.50
	Jr./Sr. 18-hole	\$21	\$21
	Jr./Sr. Extra 9-hole Weekday and after 2:00 Weekend and Holiday	\$8.50	\$8.50
	Spectator	\$3	\$3
	Handicap Fee	\$25	\$25
Power Cars	9-hole	\$7/player	\$7/player
	18-hole	\$13/player	\$13/player
	Extra 9-hole	\$6/player	\$6/player
	Rain/wind shield rental, 9 & 18-hole	\$2/car	\$2/car
	Full weather enclosure rental, 9 & 18-hole	\$5/car	\$5/car
Hand Carts	9-hole	\$3	\$3
	18-hole	\$4	\$4

DESCRIPTION	DURING PEAK USE (MARCH-OCTOBER)	2017 RATES	PROPOSED 2018 RATES	
SLEEPY HOLLOW (CONTINUED)				
Club Rentals	9-hole regular clubs	\$9	\$9	
	18-hole regular clubs	\$15	\$15	
Driving Range	1/2/3 baskets	\$4/\$7/\$10	\$4.50/\$7.75/\$11	
	Baker's Dozen	\$37	\$40	
Club House Room Rentals	Valley View I (6 hours)*	See concessions	See concessions	
	Valley View II (6 hours)*	See concessions	See concessions	
	Snack Bar Lounge (Non-golf season only)	See concessions	See concessions	
Golf Pro Lessons	Individual, Head Professional	\$50/hour; \$90/hour w/video analysis	\$50/1/2 hour \$90/hour w/video analysis	
	-2 hour package	\$180	\$180	
	-3 hour package	\$240	\$240	
	-10 hour package	\$700	\$700	
Golf Outings	Groups of 12-32 with tee times	Car rental, Jr./Sr. rates apply		
	Shotgun Starts, Partial or Modified Shotguns, 40-72 players	Sliding schedule for new outings ranging from \$51-\$70/person for shotgun pricing including merchandise prize fund \$6.00/Player		
<i>*Discount of 20% off room rental fee for groups using official Sleepy Hollow concessionaire or using the golf course. Group meeting both conditions, a 40% discount off room rental.</i>				
SHAWNEE HILLS				
Greens Fees	9-hole Weekday	\$15	\$15	
	18-hole Weekday	\$26	\$26	
	Extra 9-hole Weekday	\$11	\$11	
	Replays	\$8	\$8	
	9-hole Weekend/Holiday before 2:00	\$19	\$19	
	18-hole Weekend/Holiday before 2:00	\$32	\$32	
	Extra 9-hole Weekend/Holiday before 2:00	\$13	\$13	
	9-hole Weekend/Holiday after 2:00	\$15	\$15	
	18-hole Weekend/Holiday after 2:00	\$26	\$26	
	Extra 9-hole Weekend/Holiday after 2:00	\$11	\$11	
	Par 3 Weekday	\$10	\$10	
	Par 3 Weekend/Holiday	\$12	\$12	
	Par 3 Replays	\$5.50	\$5.50	
	Jr./Sr. 9-hole Weekday & after 2:00 Weekend & Holiday	\$10.50	\$10.50	
	Jr./Sr. 18-hole Weekday & after 2:00 Weekend & Holiday	\$18	\$18	
	Extra 9-hole Jr./Sr.	\$7.50	\$7.50	
	Jr./Sr. Par 3 Weekday Only	\$7.50	\$7.50	
	Spectator	\$3	\$3	
	Foot Golf	18-hole regular	\$10.50	\$10.50
		18-hole Weekend/Holiday before 2:00	\$12.50	\$12.50
Jr./Sr. 18-hole Weekday & after 2:00 Weekend & Holiday		\$8.00	\$8.00	
Replays		\$7	\$7	
All day Foot Golf Weekday and after 2:00 Weekends & Holidays		\$15	\$15	
All day Jr./Sr. Foot Golf Weekday & after 2:00 Weekend & Holiday		\$13	\$13	
Power Cars	9-hole	\$7/player	\$7/player	
	18-hole	\$13/player	\$13/player	
	Extra 9-hole	\$6/player	\$6/player	
	Rain/wind shield rental, 9 & 18-hole	\$2/car	\$2/car	
Hand Carts	Full weather enclosure rental, 9 & 18-hole	\$5/car	\$5/car	
	9-hole	\$3	\$3	
	18-hole	\$4	\$4	

DESCRIPTION	DURING PEAK USE (MARCH-OCTOBER)	2017 RATES	PROPOSED 2018 RATES
SHAWNEE HILLS (Continued)			
Club Rentals	9-hole regular clubs	\$9	\$9
	18-hole regular clubs	\$15	\$15
	9-hole junior clubs	\$6	\$6
	18-hole junior clubs	\$9	\$9
Soccer Ball Rental	Soccer Ball	\$3	\$3
	Driving Range		
	1/2/3 baskets	\$4/\$7/\$10	\$4.50/\$7.75/\$11
	Baker's Dozen	\$37	\$40
Golf Pro Lessons	Individual, Professional	\$45 half hour; \$70/hour; \$80/hour w/video analysis	\$40/half hour; \$70/hour; \$80/hour w/video analysis
	Group Rate; up to 5 students	\$40/person/hour	\$40/person/hour
	Golf Outings		
	Groups of 12 - 32 with tee times	Cart rental, Jr./Sr. rates apply	
	Shotgun Starts, Partial or Modified Shotguns, 40 - 72 players	Sliding schedule ranging from \$45-\$58/person for pricing including merchandise prize fund	
	Par 3 Shotgun Starts, Partial or Modified Shotguns, 40 - 72 players	Sliding schedule ranging from \$24-\$28/person for shotgun pricing including merchandise prize fund	
SENECA			
Greens Fees	9-hole Weekday	\$14	\$14
	18-hole Weekday	\$24	\$24
	Extra 9-hole Weekday	\$10	\$10
	Replays	\$8	\$8
	9-hole Weekend/Holiday before 2:00	\$18	\$18
	18-hole Weekend/Holiday before 2:00	\$30	\$30
	Extra 9-hole Weekend/Holiday before 2:00	\$12	\$12
	9-hole Weekend/Holiday after 2:00	\$14	\$14
	18-hole Weekend/Holiday after 2:00	\$24	\$24
	Extra 9-hole Weekend/Holiday after 2:00	\$10	\$10
	Jr./Sr. 9-hole Weekday & after 2:00 Weekend & Holiday	\$9.50	\$9.50
	Jr./Sr. 18-hole Weekday & after 2:00 Weekend & Holiday	\$16	\$16
	Jr./Sr. Extra 9-hole Weekday & after 2:00 Weekend & Holiday	\$6.50	\$6.50
	9-hole Seneca Savings	\$12	\$12
	18-hole Seneca Savings	\$21.50	\$21.50
	Extra 9-hole Seneca Savings	\$8	\$8
	Spectator	\$3	\$3
	Handicap Fee	\$25	\$25
	Practice tee	\$4	\$4
	Power Cars	9-hole	\$4
18-hole		\$7/player	\$7/player
Extra 9-hole		\$13/player	\$13/player
Rain/wind shield rental, 9 & 18-hole		\$6/player	\$6/player
Full weather enclosure rental, 9 & 18-hole		\$2/car	\$2/car
Hand Carts	9-holes	\$3	\$3
	18-holes	\$4	\$4
Club Rentals	9-hole regular clubs	\$9	\$9
	18-hole regular clubs	\$15	\$15
	9-hole junior clubs	\$6	\$6
	18-hole junior clubs	\$9	\$9
Golf Pro Lessons	Individual, Head Professional	\$40/40 minutes	\$45/40 minutes \$75/hour
	Group Rate; 3 or more students	\$20/per person/hour	
Golf Outings	Groups of 12 - 32 with tee times	Car rental, Jr./Sr. rates apply	

DESCRIPTION	DURING PEAK USE (MARCH-OCTOBER)	2017 RATES	PROPOSED 2018 RATES
SHAWNEE HILLS (continued)			
	Shotgun Starts, Partial or Modified Shotguns, 40 - 72 players	Sliding schedule ranging from \$42 to \$48/person for shotgun pricing including merchandise prize fund	
WASHINGTON			
Greens Fees	9-hole Weekday	\$10.50	\$10.50
	9-hole Weekend/Holiday before 2:00	\$12.50	\$12.50
	9-hole Weekend/Holiday after 2:00	\$10.50	\$10.50
	Senior 9-hole Weekday & Holiday after 2:00	\$7.50	\$7.50
	Junior 9-hole Weekday & Holiday after 2:00	\$7.50	\$7.50
	First Tee Junior 9-hole Weekday Only	\$1	\$1
	Replays	\$6	\$6
	Spectator	\$3	\$3
Power Cars	9-hole	\$7/player	\$7/player
	Rain/wind shield rental	\$2/car	\$2/car
	Full weather enclosure rental	\$5/car	\$5/car
Hand Carts	9-hole	\$3	\$3
	9-hole regular clubs	\$9	\$9
Club Rentals	9-hole junior clubs	\$6	\$6
	Driving Range	1/2/3 baskets	\$4/\$7/\$10
Short Game Practice Area/ Putting Green	Baker's Dozen	\$37	\$37
	First Tee Junior 1 basket	\$1	\$1
	Ball stem and one hour use	\$4	\$4
Golf Pro Lessons	Ball Stem Combo Tube (one hour use)	\$6	\$6
	Individual, Head Professional	\$45/40 minutes;	\$45/40 minutes;
	Group Lesson, Two Students		\$75/hour
	Group Lesson, Three Students		\$30 each/45 minutes
Golf Outings	Groups of 12 - 32 with tee times		\$25 each/50 minutes
	Shotgun Starts		Car rental, Jr./Sr. rates apply
	Shotguns, Weekends before Memorial Day and in Oct.		Sliding schedule ranging from \$22-\$26/person including merchandise prize fund
		\$19.50 per player including merchandise prize fund	
ALL COURSES			
Bonus Rounds Annual Memberships	One year membership in the Bonus Rounds Program	\$25	\$25
	Before January 1 st	\$20	\$20
	September-December	\$20	\$20
GOLF CONCESSIONS			
Concession	<i>Menu prices will fluctuate with suppliers, market value, availability and brands; however, prices will be set at fair and equitable value. Menu prices will be determined at the beginning of each respective season, and will be available upon request</i>		
Canopy Rental	Shawnee Hills & Seneca	\$50 fee waived with \$100 concession purchase	

DESCRIPTION	DURING PEAK USE (MARCH-OCTOBER)	2017 RATES	PROPOSED 2018 RATES
GOLF CONCESSIONS (Continued)			
	Big Met Grille Terrace Rental	\$75 an hour, or \$450 for 6 hours or more. Fee waived for golf outings that purchase greens fees, along with food & beverage	
	Sleepy Hollow Valley View I & II	\$100 an hour, or \$600 for 6 hours or more. Fee waived for golf outings that purchase greens fees along with food & beverage	
<p><i>Rates for juniors (17 & under) and seniors (persons age 60 and over) apply all day, Monday thru Friday, and weekends and holidays after 2:00 from the opening of the course through Tuesday after Columbus Day.</i></p> <p><i>Leagues are eligible for Bonus Rounds; however, individual golfers must each buy a membership. Individual golf outings, league or shotgun rates may vary based on course availability and/or market at the discretion of the Executive Director of Golf Operations.</i></p> <p><i>"Spring/Fall" (starts Tuesday after Columbus Day) and discounted rates (up to and including the fall rate) are dependent on course conditions and market.</i></p> <p><i>Note: Power car, hand cart and club rentals include sales tax. Golf outings/small group outings must be scheduled in advance by contract.</i></p> <p><i>Price modification can be initiated by the Executive Director of Golf Operations when utilizing marketing solutions like "Golf Now".</i></p>			

DESCRIPTION	DURING LOW USE (SPRING/FALL)	2017 RATES	PROPOSED 2018 RATES
BIG MET			
Greens Fees	9-hole Weekday, Weekends & Holidays	\$11	\$11
	18-hole Weekday, Weekends & Holidays	\$19	\$19
	Extra 9-hole Weekday, Weekends & Holidays	\$8	\$8
	Replays	One free round per paid round, must purchase 18-holes, no rain checks	One free round per paid round, must purchase 18-holes, no rain checks
	9-hole Weekend, Juniors & Seniors	\$9.50	\$9.50
	18-hole Weekend, Juniors & Seniors	\$16	\$16
	Extra 9-hole Weekend, Juniors & Seniors	\$6.50	\$6.50
LITTLE MET			
Greens Fees	9-hole Weekday, Weekends & Holidays	\$7.50	\$7.50
	Replays	One free round per paid round, must purchase 9-holes, no rain checks	One free round per paid round, must purchase 9-holes, no rain checks
MASTICK WOODS			
Greens Fees	9-hole Weekday, Weekends & Holidays	\$7.50	\$7.50
	Replays	One free round per paid round, must purchase 9-holes, no rain checks	One free round per paid round, must purchase 9-holes, no rain checks
Foot Golf	18-hole regular	\$7.50	\$7.50

DESCRIPTION	DURING LOW USE (SPRING/FALL)	2017 RATES	PROPOSED 2018 RATES
MANAKIKI			
Greens Fees	9-hole Weekday, Weekends & Holidays	\$14	\$14
	18-Hole Weekday, Weekends & Holidays	\$22	\$22
	Extra 9-hole Weekday, Weekends & Holidays	\$8	\$8
	Replays	No Charge	No Charge
SLEEPY HOLLOW			
Greens Fees	9-hole Weekday, Weekends & Holidays	\$14	\$14
	18-Hole Weekday, Weekends & Holidays	\$22	\$22
	Extra 9-hole Weekday, Weekends & Holidays	\$8.50	\$8.50
	Replays	No Charge	No Charge
SHAWNEE HILLS			
Greens Fees	9-hole Weekday, Weekends & Holidays	\$11	\$11
	18-hole Weekday, Weekends & Holidays	\$19	\$19
	Extra 9-hole Weekday, Weekends & Holidays	\$8	\$8
	Replays	One free round per paid round, must purchase 18-holes, no rain checks	One free round per paid round, must purchase 18-holes, no rain checks
	Par 3 Weekday, Weekends & Holidays	\$7.50	\$7.50
	Par 3 Replays	One free round per paid round, must purchase 9-holes, no rain checks	One free round per paid round, must purchase 9-holes, no rain checks
	9-hole Weekend, Juniors & Seniors	\$9.50	\$9.50
	18-hole Weekend, Juniors & Seniors	\$16.00	\$16.00
	Extra 9-hole Weekend, Juniors & Seniors	\$6.50	\$6.50
	Foot Golf	18-hole regular	\$7.50
SENECA			
Greens Fees	9-hole Weekday, Weekends & Holidays	\$10	\$10
	18-hole Weekday, Weekends & Holidays	\$17	\$17
	Extra 9-hole Weekday, Weekends & Holidays	\$7	\$7
	Replays	One free round per paid round, must purchase 18-holes, no rain checks	One free round per paid round, must purchase 18-holes, no rain checks
	9-hole Seneca Savings	\$11.50	\$11.50
	18-hole Seneca Savings	\$19.50	\$19.50
	Extra 9-hole Seneca Savings	\$8	\$8
	9-hole Weekend, Juniors & Seniors	\$9.50	\$9.50
	18-hole Weekend, Juniors & Seniors	\$16	\$16
	Extra 9-hole Weekend, Juniors & Seniors	\$6.50	\$6.50
WASHINGTON			
Greens Fees	9-hole Weekday, Weekends & Holidays	\$7.50	\$7.50
	Replays	One free round per paid round, must purchase 9-holes, no rain checks	One free round per paid round, must purchase 9-holes, no rain checks

DESCRIPTION	Zoo	2017 RATES	PROPOSED 2018 RATES	
Admissions	Adult (ages 12 and over)	\$14.25	\$14.95*	
	Senior (ages 62 and over)	\$12.25	\$12.95*	
	Junior (ages 2 to 11)	\$10.25	\$10.95*	
	Child (under 2 years of age)	Free	Free	
	Zoo Society members (<i>general membership fees are remitted to Cleveland Metroparks semi-annually</i>)	Free	Free	
	In-County schools (<i>Adult Chaperones-maximum of (1) per three (3) students or minimum of one (1) per ten (10) students-all others full price</i>)	Free	\$2**	
	Out-of-County schools - Ages 2-11	\$4	\$6**	
	Out-of-County schools - Ages 12-17	\$4	\$6**	
	(<i>Adult Chaperones registered in advance are discounted. All others pay full price</i>)	\$6	\$8**	
	Groups (as defined below)	\$2.25 off Adult and Junior tickets	\$2.25 off Adult and Junior tickets	
	Youth Groups(as defined below) Ages 2-11	\$5	\$6**	
	Ages 12-17	\$5	\$6**	
	(<i>Adult Chaperones registered in advance are discounted. All others pay full price</i>)	\$7	\$8**	
	<i>Free Hours: Residents of Cuyahoga County and Hinckley Township of Medina County will receive fee-exempt Zoo only admission on Mondays except legal holidays that fall between Memorial Day -Labor Day.</i>			
Giraffe Feeding	General Public (ages 2 and older)	\$2.50 (3 for \$5)	\$2.50 (3 for \$5)	
	Zoo Society Members	\$2.50 (3 for \$5)	\$2.50 (3 for \$5)	
Birthday Party Package	<i>Cleveland Zoological Members only (ages 2-12)</i>			
	<i>Admission to Zoo and The RainForest, selected food packages and exclusive use of the Orchid Room (for two hours) in The RainForest. Arrangements are made in advance through the Group Sales office, maximum of 20 guests. (Aramark remits food sales monthly).</i>			
	Birthday Party Package	\$415/\$500	\$415/\$500	
	Face Painting	\$75	\$75	
	Stuff-a-Plush	\$125	\$125	
	Live Animal Encounter	\$125	\$125	
Other Fees	4D Theater	\$4	\$4	
	Nectar (seasonal)	\$2.50	\$2.50	
	Train (per person charge)	\$2.50	\$2.50	
	Camel Rides (per person charge)	\$6.00	\$6.00	
	Zoo Keys	\$3.00	\$3.00	
	Total Experience Package: (includes Zoo Key, Train, 4D Theater & Carousel; also receive \$1.00 off Giraffe Feed, Lorikeet Feed, Camel Ride)			
		General Public	\$8.75	\$9.95
		Zoo Society Members	\$8.25	\$8.95
	Family Total Experience Package (for a family of 4): (includes Zoo Key, Train, 4D Theater & Carousel; also receive \$1.00 off Giraffe Fee, Lorikeet Feed, Camel Ride)			
		General Public	\$55.00	\$55.00
		Zoo Society Members	\$50.00	\$50.00
		Education Classes (<i>depending upon nature of program</i>)	\$4-\$7,000	\$4-\$7,000
		Out-of-County outreach "Traveling Professor Wylde"	\$100-\$800	\$100-\$800
		Carousel - General Public	\$3	\$3
	Carousel - Zoo Society Members	\$2.50	\$2.50	
	Unlimited Carousel Ride Pass General Public	\$8	\$8	
	Unlimited Carousel Ride Pass Zoo Society Members	\$6	\$6	

DESCRIPTION	Zoo	2017 RATES	PROPOSED 2018 RATES
Zoo Rentals	The RainForest	\$100-\$15,000	\$100-\$15,000
	1-800 People	\$3,000	\$3,000
	Non-profit organization	20% discount	20% discount
	Stillwater Place (<i>Price to be quoted based on number of attendees and additional needs including food. Price range of \$50-\$30,000</i>)	\$50-\$30,000	\$50-\$30,000
	Windows on the World Room	\$75/hour-2 hour minimum.	\$75/hour-2hour minimum.
	Auditorium	\$75/hour-2 hour minimum	\$75/hour-2 hour minimum
	Palava Hut	\$1,000/day	\$1,000/day
	Tucker Court	\$300/day	\$300/day
	Primate Canopy	\$300/day	\$300/day
	Waterfowl Lake Tent	\$300/day	\$300/day
	Carousel 1 (formerly Savanna Ridge)	\$300/day	\$300/day
	Carousel 2 (formerly Wild Wings)	\$300/day	\$300/day
	Primate Cat & Aquatics	\$1,200/night	\$1,200/night
	Reinberger Homestead	\$800/night	\$800/night
	Wolf Cabin	\$800/night	\$800/night
	African Elephant Crossing	\$1,500/night	\$1,500/night
	Wade Hall and Deck	\$1,000/night	\$1,000/night
	Photos	\$100/hr	\$100/hr
	Premium Live Animal Encounter - Events	\$500	\$500
	Live Animal Encounter - Events	\$125	\$125
Ceremonies	\$500/90 min.	\$500/90 min.	

Definition of groups: A group shall consist of 20 or more people. Arrangements for rates shall be made at least one month prior to visit. Payment must be received at least 72 hours prior to visit.

Groups that have not paid in advance will be cancelled and charged full admission at the gate.

A ratio of one (1) chaperone for every 10 students is the minimum required. Bus driver for pre-registered group enters free. Groups/admissions/rental fees may vary based on availability and/or market at the discretion of the Executive Director of Cleveland Metroparks Zoo.

Youth groups: Groups such as youth groups, church groups, boy and girl scouts and YMCA/YWCA, pre-schools and headstarts not contained in a school building.

School groups: All school and groups, public or private, registered with the State Department of Education as a school and having an IRN number.

Special Needs Visitors: With a reservation, and at least five (5) clients, all handicapped groups (physical and developmental) are admitted free at all times, regardless of residency status.

All military and their immediate families get 50% off with valid ID.

Zoo-related organizations: Upon presentation of identification and/or membership cards, members of these organizations will be admitted free to the Zoo and The RainForest: AZA, AAZK, AAZV and Intermuseum Council.

**Proposed \$0.70 increase includes \$0.25 to Quarters for Conservation fund and \$0.45 to general revenue.*

***Proposed increase includes \$0.50 to Quarters for Conservation fund and remainder to go to general revenue.*

DESCRIPTION	THE CHALET	Current 2017-2018 Season Rates	Proposed 2018/2019 Season Rates
Spring, Summer & Fall Rentals			
<i>March 16-Nov. 14 Sat/Sun</i>	Basic Chalet/Tent	\$600	\$600
	Chalet/Tent/Concessions	\$650	\$650
<i>10:30am-10:30pm</i>	Early Entry	\$65/hr	\$65/hr
	3-Hour Pre-Event Planning	\$300	\$300
<i>10:30pm-midnight Sat/Sun</i>	After Hours Fee	\$100/hr	\$100/hr
	Wedding & Special Event Package	\$1,300	\$1,300
<i>10:30am -10:30pm</i>	<i>(Includes building, concession, 2-tents, 3-hours pre-event planning, janitorial services after event - 150 guests or less)</i>		
<i>Mon-Fri</i>	Wedding & Special Event Package	\$1,250	\$1,250
<i>10:30am-10:30pm</i>	<i>(Includes building, concession, 2-tents, 3-hours pre-event planning, janitorial services after event - 150 guests or less)</i>		
	Ranger	Current Rate	Current Rate
<i>10:30pm-midnight Half Day - PM Fri. Evening</i>	After Hours Fee	\$100/hr	\$100/hr
	Basic Chalet/Tent	\$400	\$400
	Chalet Concession	\$450	\$450
<i>5:00pm-10:30pm</i>	Early Entry	\$65/hr	\$65/hr
	Hourly Rental (2 hour minimum) as available	\$85/hr	\$85/hr
	Additional Charges:		
	Rangers	Current Rate	Current Rate
	Hayride: 4 trips minimum/maximum 25 riders	\$300	\$300
	4-6 trips	\$65/each trip over 4	\$65/each trip over 4
	7-12 trips	\$65/each wagon over 6	\$65/each wagon over 6
	13 or more trips	\$65/each wagon over 12	\$65/each wagon over 12
	Tent Rental (small size available)	\$40-\$350	\$40-\$350
<i>Business Day Mon-Fri 8am-4pm</i>	Basic Chalet/Tent	\$400	\$400
	Chalet/Refrigerator/Tent	\$450	\$450
	Early Entry	\$65/hr	\$65/hr
	Birthday Party Rental <i>(During Public Hours-Designated Times. Food must be purchased from Concession. May bring a birthday cake).</i>	\$50	\$50
	Season Passes		
	-Individual Adult	\$60	\$60
	-Individual Child	\$50	\$50
	-Family (up to 4)	\$150	\$150
	Pre-Holiday Season Pass (through December 24th)		
	-Individual Adult	\$54	\$54
	-Individual Child	\$45	\$45
	-Family (up to 4)	\$135	\$135
<i>Weekend/Holidays</i>	Admission		
	-Adult	\$12	\$12
	-Child	\$10	\$10
	-One Ride Ticket	\$6	\$6
	-One Ride Upgrade (adult/child)	\$6/4	\$6/4
	Group Admission		
	-Adult	\$11	\$11
	-Child	\$9	\$9
	Locker Fees	0.50-0.75	\$0.75

DESCRIPTION	THE CHALET	Current 2017-2018 Season Rates	Proposed 2018/2019 Season Rates
<i>Non-Public Hours</i>	Private Rental		
	-100 Patrons, 4-hr rental	\$850	\$850
	-100 Patrons, 3-hr rental	\$750	\$750
	-Over 100 Patrons	\$7/each	\$7/each
	Early Entry	\$65/hr	\$65/hr
	-After Event Building Use	\$100/hr	\$100/hr
	Additional Charges		
	-Ranger	Current Rate	Current Rate
	Small Group Party Rental (Maximum 150 Riders)		
	<i>(Available Thursdays in Jan-Feb-March. Other discounts and rates do not apply. Not available during Holiday Hours. Only available during Thursday Public Hours)</i>		
	-30 riders for 4 hour period	\$300	\$300
	-Maximum 50 riders per group – Rate Per Person over 30	\$8/each	\$8/each
	Harvest Hayrides		
<i>Sat Evening 6-10pm Hayrides, Square Dance, Designated Dates Only</i>	Public Per-Person admission		
	Saturday/Tractor/Dance (6-10 pm)		
	-Adult	\$9	\$9
	-Child	\$7	\$7
	Group Rates – Building, Grounds and Concession Open		
<i>Designated Dates, 10am-2pm Saturday Evenings 6-10 pm</i>	Day Rides		
	-Preschool & Seniors pre-arranged	\$120/wagon	\$120/wagon
	-Tractor-Drawn Wagons	\$175/tractor	\$175/tractor
	Public Hayrides pre-arranged tractor-drawn wagons; includes square dance (<i>Saturday Evenings</i>)	\$175/wagon	\$175/wagon
	Canopy Rental Packages		
	Saturday Hayrides		
	-Tent Rental Only	\$200	\$200
	-Tent and 1 Hay Wagon	\$350	\$350
	-Tent and 2 Hay Wagons	\$500	\$500
	-Tent and 3 Hay Wagons	\$650	\$650
	-Tent and 4 Hay Wagons	\$800	\$800
	Sundays		
	No Public Hayrides on Sunday		
<i>Various Times: Sunday Private Package 3hrs-4 hayrides</i>	-3 Tractor drawn, private wagon with building rental	\$500	\$500
	Concessions		
<i>Oct. 14-March 16</i>	<i>Menu prices will fluctuate with suppliers, market value, availability and brands; however, prices will be set at fair and equitable value. Menu prices will be determined at the beginning of each respective season, and will be available upon request</i>		
<i>With rental, 2 weeks advance notice; payment 2 weeks prior to event with final deposit</i>	Carbonated beverages (includes ice) – 12oz cans	\$20/case	\$20/case
	Ice (per bag)	\$3	\$3
	Coffee – 64oz pot, 20oz coffee packet filter, cream, sugar & stirrers	\$10	\$10
	Coffee Cups – Sleeve of 50, 12oz, hot cups	\$8	\$8
	Toboggan Season Buffet	<i>Items/prices vary, depending upon request</i>	
	<i>Manager approved discounted rates may apply based on market and/or availability. Non-profit organizations receive a 10% discount on spring, summer and fall rentals.</i>		

DESCRIPTION	LEDGE POOL/WALLACE LAKE	2017 RATES	PROPOSED 2018 RATES	
Ledge Pool & Recreation Area	<u>Advanced Sale – Season Pass</u>			
	-Individual (tax district)	\$65	\$70	
	-Individual (non-tax district)	\$80	\$85	
	-Family (2-6 people, tax district)	\$110	\$115	
	-Family (2-6 people, non-tax district)	\$140	\$145	
	<i>(Pre-Season; December – May 4th \$10 Discount for Individual and \$15 Discount for Family)</i>			
	<u>Season Pass</u>			
	-Individual (tax district)	\$75	\$80	
	-Individual (non-tax district)	\$85	\$95	
	-Family (2-6 people, tax district)	\$120	\$130	
	-Family (2-6 people, non-tax district)	\$150	\$160	
	Season Pass ID Replacement	\$3	\$3	
	Child Care Provider/Additional Family Member Pass	\$40	\$45.00	
	<u>Admissions</u>			
	-Adult	\$7	\$7	
	-Child (3-11 years)	\$6	\$6	
	-Child (2 years and under)	Free	Free	
	-Senior (65 and over)	Free	Free	
	-Advanced sale swim ticket	\$5	\$5	
	<u>Swim Lessons</u>			
	-Non-member	\$65	\$65	
	-Member	\$45	\$45	
	<u>Junior Lifeguarding Course</u>			
	-Non-member	\$65	\$65	
	-Member	\$45	\$45	
	<u>Lifeguard Course</u>			
	-Full Course	\$215	\$215	
	-Review Course	\$90	\$90	
	-Waterfront Lifeguard Module	\$35-\$85	\$35-\$85	
<u>Lifeguard Instructor Course</u>	\$215	\$215		
<u>Water Safety Instructor Course</u>	\$215	\$215		
<u>Pool Party Rental Package</u> <i>(tent/tables plus admission for up to 15)</i>				
-Non-member	\$90	\$90		
-Member	\$65	\$65		
<u>Private Pool Party Rentals</u>				
-Private Rental with 3 Lifeguards	\$200	\$200		
-Non-profit Groups/Employees	\$150	\$150		
<u>Dive-In Movie Tube Rentals</u>				
-Single	\$6	\$6		
-Double	\$8	\$8		
<u>Water Aerobics</u>				
-Non-member	\$60	\$60		
-Member	\$40	\$40		
<u>ARC Pet First Aid</u>				
-With Dog and Cat First Aid Book	\$65	\$65		
-With Dog or Cat First Aid Book	\$50	\$50		
<u>ARC Babysitter's Training</u>				
-Non-member	\$80	\$80		
-Member	\$60	\$60		
<u>ARC CPR for the Professional Rescuer Challenge Course</u>	\$50-\$80	\$50-\$80		
<u>ARC Community CPR/First Aid</u>	\$50-\$80	\$50-\$80		
<u>Private Swim Lesson</u>	\$25	\$25		
Ledge Pool & Recreation Area (cont.)	<u>Boy Scout/Girl Scout Swim Badge Assessment</u>	\$15	\$15	
	<u>Paddleboat</u>			
	-2-3 Person Rental for ½ hour	\$12	\$12	
	-4-5 Person Rental for ½ hour	\$12	\$12	
	-2-3 Person Rental for 1 hour	\$15	\$15	
	-4-5 Person Rental for 1 hour	\$15	\$15	

DESCRIPTION	LEDGE POOL/WALLACE LAKE	2017 RATES	PROPOSED 2018 RATES
Ledge Rock Café Food Concession	<i>Menu Prices will fluctuate with suppliers, market value, availability and brands; however, prices will be set at a fair and equitable value. Menu prices will be determined at the beginning of each respective season and will be available upon request</i>		
Wallace Lake	<u>Paddleboats</u>		
	-2-3 Person Rental for ½ hour	\$12	\$12
	-4-5 Person Rental for ½ hour	\$12	\$12
	-2-3 Person Rental for 1 hour	\$15	\$15
	-4-5 Person Rental for 1 hour	\$15	\$15
	<u>Kayaks</u>		
	-1-Person Rental for 1 hour	\$20	\$20
	<u>Stand-up Paddle Board Rental</u>		
	-1 hour	\$20	\$20
Wallace Lake Concession	<i>Menu Prices will fluctuate with suppliers, market value, availability and brands; however, prices will be set at a fair and equitable value. Menu prices will be determined at the beginning of each respective season and will be available upon request</i>		

DESCRIPTION	<u>OUTDOOR EXPERIENCES</u>	2017 RATES	PROPOSED 2018 RATES
Outdoor Experiences	Classrooms and Conference Rooms	\$25-\$100/hr	\$25-\$100/hr
	Bus Tours	\$15-\$100	\$15-\$700
	Brecksville Nature Center Water Lab (<i>Groups up to 30 participants) (May-Oct.)</i>)	\$30-\$70	\$30-\$70
	Summer Day Camps	\$30-\$175/session	\$30-\$350/session
	Value added public programs	\$2-\$300	\$2-\$300
	Escape-to-Nature programs	\$50-\$2,000	\$50-\$2,000
	O.R. Programs (<i>See specific course offerings in catalogs</i>)	\$5-\$1,200	\$5-\$1,200
	O.R. Equipment Rentals	\$5-30	\$5-\$100
	Group Programs	\$30-\$1,000	\$30-\$1,000

DESCRIPTION	PARK OPERATIONS/RANGER DEPARTMENT/E. 55TH MARINA	2017 RATES	PROPOSED 2018 RATES
Park Operations	<u>Conference Room Rentals – Weekdays & Weekends</u>		
	-Hickory Room (seats 70 max. auditorium style 50 max. classroom style)	\$75/hr (2hr. min.)	\$75/hr (2hr. min.)
	<i>(Includes use of room, kitchen with microwave and refrigerator (no stove) and building host fee; room set up; dishes/silverware/tablecloths/pitchers/cups/glasses, dry erase board with markers)</i>		
	<u>Overhead Computer Projector Rental</u>	\$25/hr.	\$25/hr.
	-Hemlock Room (seats 10 comfortably; 12 max.) <i>(includes use of room and building host fee; room set up; pitchers/cups/glasses)</i>	\$50/hr. (2 hr. min.)	\$50/hr. (2 hr. min.)
	-Sycamore Room (seats 6 comfortably), <i>(Includes use of room and building host fee; room set up; pitchers/cups/glasses)</i>	\$50/hr. (2 hr. min.)	\$50/hr. (2 hr. min.)
	<u>Fishing Guide Permit</u>		
	-In County	\$50/annually	\$50/annually
	-Out of County	\$100/annually	\$100/annually
	<i>Note: Rentals are not available for groups or organizations who produce revenue from event or program taking place while renting a facility. For community groups, clubs, corporate, business etc.</i>		
Ranger Department	<u>Parking Violation Fees</u>		
	General Offense Parking Ticket		
	-Fine remitted within 30 days	\$25	\$25
	-Fine remitted within 30-59 days	\$50	\$50
	-Fine remitted within 60-90 days	\$100	\$100
	Handicapped Parking Violation Fees		
	-Fine remitted within 30 days	\$250	\$250
	-Fine remitted within 30-59 days	\$350	\$350
	-Fine remitted within 50-90 days	\$500	\$500
Rivergate Heritage Parking	351.03 Prohibited Standing or Parking Spaces:		
	- A1 On sidewalk or trail; within 10 days	\$15	\$15
	- A1 On sidewalk or trail; after 10 days	\$25	\$25
	-A2 In front of driveway; within 10 days	\$15	\$15
	-A2 In front of driveway; after 10 days	\$25	\$25
	-A4 Within 10 ft of fire hydrant; within 10 days	\$15	\$15
	-A4 Within 10 ft of fire hydrant; after 10 days	\$25	\$25
	-A5 On crosswalk; within 10 days	\$15	\$15
	-A5 On crosswalk; after 10 days	\$25	\$25
	-A14 Where signs prohibit parking; within 10 days	\$15	\$15
	-A14 Where signs prohibit parking; after 10 days	\$25	\$25
	-A15 Within one foot of another parked vehicle; within 10 days	\$15	\$15
	-A15 Within one foot of another parked vehicle; after 10 days	\$25	\$25
	-A16 Parking lot, fee required; within 10 days	\$20	\$20
	-A16 Parking lot, fee required; after 10 days	\$30	\$30
	-351.04 Parking; handicapped location; within 10 days	\$40	\$40
	-351.04 Parking; handicapped location; after 10 days	\$50	\$50
	<u>Ranger Special Detail Fees for patron-reserved park events</u>	\$35/hr	\$45
	<i>(January 1-December 31)</i>		
E. 55th Marina	24' Dock (April 15-October 16)	\$1,260	\$1,320
	28' Dock (April 15-October 16)	\$1,470	\$1,543
	30' Dock (April 15-October 16)	\$1,575	\$1,654
	32' Dock (April 15-October 16)	\$1,680	\$1,764
	36' Dock (April 15-October 16)	\$1,890	\$1,984
	40' Dock (April 15-October 16)	\$2,100	\$2,100

DESCRIPTION	PARK OPERATIONS/RANGER DEPARTMENT/E. 55TH MARINA		2017	PROPOSED
			RATES	2018 RATES
	Winter Storage (<i>October 16-April 15</i>)		\$275	\$275
	Fall Extended Transient Dockage		\$150/November	\$150/November
	Transient Dockage		\$1.75/Ft./Night	\$1.75/Ft./Night
EN Marina	7' Beam & under(<i>May 1st – October 16th</i>)		\$1,415	\$1,415
	7'1" – 7'6" Beam (<i>May 1st – October 16th</i>)		\$1,535	\$1,535
	7'7" – 8' Beam (<i>May 1st – October 16th</i>)		\$1,600	\$1,600
	8'1" – 8'6" Beam (<i>May 1st – October 16th</i>)		\$1,740	\$1,740
	8'7" – 9' Beam (<i>May 1st – October 16th</i>)		\$1,835	\$1,835
	9'1" – 9'6" Beam (<i>May 1st – October 16th</i>)		\$1,930	\$1,930
	9'7" – 10' Beam (<i>May 1st – October 16th</i>)		\$2,030	\$2,030
	10'1" – 10'6" Beam (<i>May 1st – October 16th</i>)		\$2,130	\$2,130
	10'7" – 11' Beam (<i>May 1st – October 16th</i>)		\$2,210	\$2,210
	11'1" – 11'6" Beam (<i>May 1st – October 16th</i>)		\$2,310	\$2,310
	11'7" – 12' Beam (<i>May 1st – October 16th</i>)		\$2,410	\$2,410
	Jet Ski In-Water (<i>May 1st – October 16th</i>)		\$385	\$385
	Rack Dockage (<i>May 1st – April 30th</i>)		\$1,790	\$1,790
	Summer Boat Storage (<i>May 15st – Sept. 30th</i>)		\$3.50 per sq.ft.	\$3.50 per sq.ft.
	Summer Trailer Storage (<i>May 15th – Sept.30th</i>)			
	Single-Axle		\$140	\$140
	Dual-Axle		\$150	\$150
	Tri-Axle		\$160	\$160
	Winter Storage (<i>October 15th – May 14th</i>)		\$18.99 per ft.	\$18.99 per ft.
Water Taxi	Boarding Pass		\$0-\$15	\$0-\$15*
	Private Boat Rental (weddings/company outings) subject to limits of water taxi schedule		\$150/hr	\$150/hr
Parking Lots	Daily Rate		\$2-\$10	\$2-\$10
	Special Event Rate		\$5-\$25	\$5-\$40

DESCRIPTION	MARKETING/SPECIAL EVENTS/EXPERIENCES/FINANCE		2017 RATES	PROPOSED 2018 RATES	
	MARKETING SPECIAL EVENTS EXPERIENCES	Shelters – Tier I – (Weekdays – Mon.-Fri.)		\$150	\$150
(Weekends - Sat., Sun. & Holidays)		Proposed pilot to test multiple daypart rentals (at 3 shelters); daily increase to \$250 total, AM \$125 and PM \$125		Proposed pilot to test multiple daypart rentals (at 3 shelters); daily increase to \$250 total, AM \$125 and PM \$125	
Shelters – Tier II – (Weekdays – Mon.-Fri.)			\$100	\$100	
(Weekends – Sat., Sun. & Holidays)			\$175	\$175	
Shelters – Tier III – (Weekdays – Mon.-Fri.)			\$50	\$50	
(Weekends – Sat., Sun. & Holidays)			\$100	\$100	
*Brookside Valley Event Site:					
Special Event (Monday – Friday)			\$50-\$50,000	\$50-\$50,000	
Special Event (Saturday, Sunday & Holidays)			\$50-\$50,000	\$50-\$50,000	
Large Group (Monday-Friday)			\$50-\$50,000	\$50-\$50,000	
Large Group (Saturday, Sunday & Holidays)			\$50-\$50,000	\$50-\$50,000	
Picnic (Monday – Friday)			\$50-\$50,000	\$50-\$50,000	
Picnic (Saturday, Sunday & Holidays)			\$50-\$50,000	\$50-\$50,000	
Ball Diamonds (Monday – Friday)			\$75/4hrs	\$75/4hrs	
Athletic & Multipurpose Fields (Monday – Sunday)			\$75/4hrs	\$75/4hrs	
Nature Centers – (Monday-Sunday as available)					
-Rocky River			\$75/hr (2hr. min)	\$75/hr (2hr. min)	
-Garfield Park			\$75/hr (2hr. min)	\$75/hr (2hr. min)	
-North Chagrin			\$75/hr (2hr. min)	\$75/hr (2hr. min)	
-CanalWay Center			\$75/hr (2hr. min)	\$75/hr (2hr. min)	
-WestCreek Watershed Leadership Center			\$75/hr (2hr. min)	\$75/hr (2hr. min)	
-Look About Lodge			\$75/hr (2hr. min)	\$75/hr (2hr. min)	
All Nature Centers – (6PM – Midnight)			\$800	\$800	
Birthday Parties			\$175/2hrs	\$175/2hrs	
AV Rentals			\$25	\$25	
Clean Up Fee			Included in Fee	Included in Fee	
Commercial Photo					
Daily Charge			\$375 (5 hours or less.)	\$375 (5 hours or less.)	
Fishing Permit			\$50	\$50	
Common use of existing photo, slide, video or illustrations					
Image use			\$150/image	\$150/image	
Minute			\$50/minute	\$50/minute	
Speakers Bureau					
Presentation within tax district		<i>No Charge</i>	<i>No Charge</i>		
Presentation outside tax district		<i>No Charge</i>	<i>No Charge</i>		

DESCRIPTION	<u>MARKETING/SPECIAL EVENTS/EXPERIENCES/FINANCE</u>	2017 RATES	PROPOSED 2018 RATES
MARKETING SPECIAL EVENTS EXPERIENCES (continued)	Exercise/Fitness/Dog Training, etc. (for profit groups) (Scheduled in general area – limited to 25 registrants per session, depending on area used).	\$25	\$25
	Game Packages	\$25 per day	\$25 per day
	(Equipment offered in nine picnic areas when permit issued for reservable picnic shelters)		
	*Lakefront	\$50-\$50,000	\$50-\$50,000
	**Races & A-thons	\$100-\$20,000	\$100-\$20,000
	***Rivergate	\$150-\$50,000	\$150-\$50,000
	Weddings Ceremonies scheduled in general/shared-use areas (never in general public shelters) or any Park District Facility	\$100 per ceremony	\$100 per ceremony
	“Emerald Necklace” Publication		
	Annual subscription fee in tax district	Free	Free
	Annual subscription fee non-tax district	Free	Free
	Hinckley Lake Boathouse		
	Rowboats, Canoes and Single Kayaks		
	1 hour	\$20	\$20
	2 hours	\$22	\$26
	3 hours	\$32	\$32
	Tandem Kayaks		
	1 hour	\$22	\$22
	2 hours	\$24	\$24
	3 hours	\$28	\$28
	Stand-up Paddle Board		
	1 hour	\$20	\$20
	2 hours	\$26	\$26
	3 hours	\$32	\$32
	Paddle Boat with Canopy		
	1 hour	\$24	\$24
	2 hours	\$28	\$28
	3 hours	\$32	\$32
	Motor Boat		
	1 hour	\$38	\$38
	2 hours	\$48	\$48
	3 hours	\$58	\$58
	Pontoon Boat – 9 person (2 hour limit per renter)	\$65	\$65
	Pontoon Boat – 12 person (2 hour limit per renter)	\$75	\$75
	*Wendy Park	\$50-\$50,000	\$50-\$50,000

DESCRIPTION	<u>MARKETING/SPECIAL EVENTS/EXPERIENCES/FINANCE</u>	2017 RATES	PROPOSED 2018 RATES
<p><i>*Price to be quoted based on number of attendees and or square footage utilized, as well as additional needs such as fencing, portable restrooms, refuse, operations, marketing and ranger staff support, food and beverage. Price ranges from \$50-\$50,000.</i></p> <p><i>** Price to be quoted based on number of attendees and or square footage utilized, as well as additional needs such as fencing, portable restrooms, refuse, operations, marketing and ranger staff support, food and beverage. Price ranges from \$100-\$50,000.</i></p> <p><i>*** Price to be quoted based on number of attendees and or square footage utilized, as well as additional needs such as fencing, portable restrooms, refuse, operations, marketing and ranger staff support, food and beverage. Price ranges from \$150-\$50,000.</i></p>			
FINANCE DEPARTMENT	Non-clearing,* returned checks	\$20.00/check	\$20.00/check
<p><i>*As defined by administrative procedure.</i></p>			

**BOARD OF PARK COMMISSIONERS OF THE
CLEVELAND METROPOLITAN PARK DISTRICT
POLICY STATEMENT**

SUBJECT: Conservation Easement Stewardship Policy

EFFECTIVE DATE:

I. PURPOSE:

When the Board of Park Commissioners of the Cleveland Metropolitan Park District (Cleveland Metroparks) was established on July 23, 1917, the Park District began acquiring land interests to preserve the pristine landscape and create access to nature for the citizens of Cuyahoga County and Hinckley Township. Cleveland Metroparks has utilized a number of acquisition tools over its 100-year history to expand the Park District to over 23,000 acres of protected land. Fee acquisition of land has been the most commonly used method of preserving land, however beginning in 1996 the Park District began strategically acquiring Conservation Easements on properties containing significant natural resources.

Conservation Easements (CE) are voluntary legal agreements between a landowner and Cleveland Metroparks that permanently limit the use of the land to protect its conservation value. In cases where a property contains a high quality natural resource, and the property holder wishes to retain ownership of their land but desires to preserve the natural resource, a CE is negotiated by Cleveland Metroparks to ensure the resource is protected. The terms of these agreements vary by property owner and resources protected, however they generally permit the land owner to retain ownership of the property while placing specific restrictions upon the land preventing the disturbance of the landscape and natural resources. CEs grant access to Cleveland Metroparks to manage the natural resources, and in some cases, permit public access to the land. Between 1996 and 2017, Cleveland Metroparks has preserved nearly 500 acres of land using CEs.

To ensure that the terms of the agreements are met, Cleveland Metroparks must periodically inspect the properties protected by CEs. These inspections of land are intended to identify any activities that might endanger the undisturbed, natural, scenic, and open or wooded state of the protected property. Examples of land uses that may not be permitted include:

- Constructing buildings, roadways, or other improvements which affect the protected property.
- Clearing or harvesting of trees and vegetation.
- Manipulation or alteration of natural water courses, lake shores, wetlands or other water bodies.
- Storage of hazardous materials or equipment which may damage the land.
- Unauthorized drilling of Oil & Gas wells or other mining of mineral interests.
- ATV use and associated impacts on the landscape.

It is important for Cleveland Metroparks to identify any land use that conflicts with the recorded CE and address it immediately with the land owner to ensure that the landowner understands the terms of the agreement and halts any activity that may further damage the preserved natural resources.

**BOARD OF PARK COMMISSIONERS OF THE
CLEVELAND METROPOLITAN PARK DISTRICT
POLICY STATEMENT**

SUBJECT: Conservation Easement Stewardship Policy

EFFECTIVE DATE:

II. POLICY

Cleveland Metroparks inspects lands protected by CEs at least once every three (3) years. These stewardship visits, as they are commonly called in the conservation profession, are conducted by the Conservation Program Manager in coordination with the Park Manager and are specific to the conditions of the CE at issue. Notification of the stewardship visit will be sent to the land owner and a date for the visit will be coordinated. A monitoring form of observations made during each visit is completed for each property during the visit. The completed form is utilized to document the conditions of the property and any activities that may conflict with the CE.

After each visit, a letter is drafted to the land owner using information documented with the monitoring form to outline the terms of the CE and summarize the observations made by the Conservation Program Manager. If a land use or activity exists that conflicts with the CE, it is documented within the letter and a follow-up meeting with the land owner is requested to review the CE and develop a plan to correct the conflicting land use.

In some instances, extreme violations with the CE terms and conditions may exist. Activities such as timber harvesting, permanent structure construction, destruction of wetlands, and other actions that cause permanent impacts to the preserved natural resources of the property may require restoration or restitution from the land owner. These instances will be reviewed on a case by case basis, and require engaging the Chief Executive Officer, Chief Legal and Ethics Officer, Chief Operations Officer, and Ranger Department to review the implications of the land use conflict.

Cleveland Metroparks utilizes CEs as a vital tool for conserving the natural resources of the region and will continue to enforce the recorded land use restrictions protecting these properties.

III. PROCEDURES

The following procedures define the role of the Conservation Program Manager as the position responsible for Conservation Easement Stewardship:

- A. Stewardship Visit – The Conservation Program Manager, or designee, will inspect each CE held by Cleveland Metroparks at least once every three (3) years. Notice of the visit and coordination of the date and time will be made by the Conservation Program Manager. The property will be walked to identify any indication of unpermitted land use and a property inspection log will be kept using a standard monitoring form (Attachment A – monitoring form). The visits will be scheduled to ensure maximum visibility of land use.

**BOARD OF PARK COMMISSIONERS OF THE
CLEVELAND METROPOLITAN PARK DISTRICT
POLICY STATEMENT**

SUBJECT: Conservation Easement Stewardship Policy

EFFECTIVE DATE:

After each property visit, a report will be written outlining the findings. A letter will be drafted to the land owner that summarizes the findings of each visit.

- B. Problem verification – If a problem or conflicting land use is identified upon the property, a follow-up phone call will be made to the land owner to verify the land use identified in the field. In many cases, the observed land use may not conflict with restrictions as originally interpreted (example: temporary drives or utility work that may indicate future restricted activity, but is found to be completed and restoration is underway). If a landowner is not compliant with the terms of the CE:
- C. Problem resolution
1. With all CE restriction conflicts, a summary of the violations will be drafted by the Conservation Program Manager and included with the letter sent to the land owner stating that the restricted activity must be remedied. A copy of this letter will be provided to the Park Manager. A request for a follow-up meeting to review the conflicts will be made, during which an action plan for correcting the restricted activity will be made including a timeline for completion. The follow-up meeting is intended to be educational, not punitive, as many conflicts arise from a lack of information rather than a malicious intent. It is the responsibility of the land owner to remedy the issue as quickly as possible, regardless of whether he/she is the source of the violation or not. If the conflicting land use is originating from a neighboring land owner, the Conservation Program Manager will support the land owner of the preserved property with communicating the terms of the agreement and discussing a resolution to the conflicting land use.
 2. The Park Manager will monitor the correction of the violation in accordance with the timeline set forth during the meeting with the land owner. If resolution of the problem has not been achieved, and no extenuating circumstances exist, then the problem, with the inspection log and letter, will be referred to the Ranger's Natural Resource Enforcement Team for a second letter, with a copy to the Conservation Program Manager and Park Manager.
 3. If an acceptable resolution has not occurred after the fixed period established by the Park Ranger letter, then the violation, with inspection log, will be referred by written notice from the Park Ranger to Cleveland Metroparks Chief Legal & Ethics Officer, with written notice also to the Chief Executive Officer, Chief Operating Officer, and Park Manager. Follow-up, dependent upon the circumstances, will be initially determined by the Chief Legal & Ethics Officer and Chief Executive Officer, with notice to the Chief Operating Officer, Park Manager, and may include the initiation of legal action, up to and including criminal prosecution.

**BOARD OF PARK COMMISSIONERS OF THE
CLEVELAND METROPOLITAN PARK DISTRICT
POLICY STATEMENT**

SUBJECT: Conservation Easement Stewardship Policy

EFFECTIVE DATE:

D. Severe land use violation and resolution – In rare cases, the damage caused by a conflicting land use may require extreme reclamation and funds for restoration, or necessitate other restitution to Cleveland Metroparks. Examples of such violations are:

- Clear cutting of forest (timber harvesting);
- Filling in or destruction of wetlands;
- Oil & Gas well drilling; and
- Construction of permanent structures.

Such rare and extreme cases will be reviewed on a case by case basis and require engaging the Chief Executive Officer, Chief Operating Officer, Chief Legal and Ethics Officer and Ranger Department.

IV. COMPLIANCE WITH POLICY AND PROCEDURES

All owners of properties which Cleveland Metroparks owns CEs upon are expected to adhere to the terms and conditions agreed upon within the recorded CE agreement. Monitoring the compliance with these terms and conditions will be the responsibility of the Conservation Program Manager with assistance provided by the Park Manager to monitor progress of correcting violations. The Conservation Program Manager will provide CE documentation and stewardship visit logs as needed to the Chief Legal and Ethics Officer as conflicts are corrected and/or restitution is sought.

Recognizing the complexity and variability that each individual CE’s terms and conditions may have, and that the ultimate goal is to protect Cleveland Metroparks natural resources and educate land owners, the Conservation Program Manager will have the leeway and flexibility to be subjective and review each property on a case by case basis.

References:

Approved:

Chief Executive Officer-Secretary

Board President

Approval Date

Review Date



Conservation Easement Checklist

PROPERTY INFORMATION	
Property Owner(s):	Hinckley Township (Wakefield Run HOA)
Did Owners Attend:	Check One: <input type="checkbox"/> (Yes) <input type="checkbox"/> (No)
Staff Name(s):	Isaac Smith
Address:	Wakefield Run Blvd/Boston Road Hinckley, OH 44223
Telephone number:	(000) 000-0000
Email Address:	generic@email.com
Reservation:	Hinckley Reservation
Deed/Agreement/ #:	Deed 1494
PPN(s):	1603B05029, 1603B06119, 1603B12017, 1603B24006
Stewardship Visit Date:	03/01/2018
Date of Previous Visit:	03/01/2016
Property Acreage (Deed):	143.48

ATTACHMENT & SITE VISIT CHECKLIST	
(check all that apply)	
<input type="checkbox"/>	Map Attached
<input type="checkbox"/>	Photos Attached
<input type="checkbox"/>	Property Boundary Visibly Marked
<input type="checkbox"/>	Property Accessible

OBSERVATIONS DURING VISIT
(over for checklist of observed land use changes)

OBSERVED LAND USE CHANGES (changes in land use that may conflict with recorded Conservation Easement)		
<input type="checkbox"/>	Buildings, structures, billboards, or signs erected upon subject property	Type and description:
<input type="checkbox"/>	Filling, excavation, or changes in topography	Describe:
<input type="checkbox"/>	Removal or topsoil, sand, gravel, rock, minerals, or other materials	Describe:
<input type="checkbox"/>	Harvesting of timber or clearing of vegetation	Describe:
<input type="checkbox"/>	Construction of roads, trails or paths	Describe:
<input type="checkbox"/>	Spraying of herbicides or pesticides upon the property	Describe:
<input type="checkbox"/>	Erection or installation of transmission lines (electric power, telephone, natural gas, petroleum products, etc.)	Type and description:
<input type="checkbox"/>	Garbage, trash, or unsightly materials stored or disposed of on property	Describe:
<input type="checkbox"/>	Manipulation/Alteration of natural water courses, wetlands, or other water bodies	Describe:
<input type="checkbox"/>	Evidence of hunting/trapping	Describe:
<input type="checkbox"/>	Evidence of ATV or other vehicle use	Describe:

SUMMARY AND NEXT STEPS		
<input type="checkbox"/>	No Land Use Conflicts	Send standard letter
<input type="checkbox"/>	Pending Land Use Conflict(s) (more info needed)	Additional info required:
<input type="checkbox"/>	Land Use Conflict(s) Exist	Summarize:

**BOARD OF PARK COMMISSIONERS OF THE
CLEVELAND METROPOLITAN PARK DISTRICT
POLICY STATEMENT**

SUBJECT: Encroachment Policy

EFFECTIVE DATE:

I. PURPOSE:

When the Board of Park Commissioners of the Cleveland Metropolitan Park District (Cleveland Metroparks) was established on July 23, 1917, the Park District began to acquire lands at a rapid pace under the guidance and leadership of William A. Stinchcomb. Cleveland Metroparks acquired over 14,108 acres of land throughout its founder's tenure and leadership, and has acquired over 23,000 acres of land throughout its 100 year history. The Park District continues to expand as conservation and land protection opportunities become available, and as a result of these preservation initiatives the number of neighbors to Cleveland Metroparks also continues to grow.

Cleveland Metroparks has several hundred miles of property lines shared with adjoining land owners, and therefore has established the attached "Good Neighbor Policy" (GNP) to educate our neighboring landowners and residents that share common property lines with Cleveland Metroparks and convey the conservation mission of the Park District. While the Cleveland Metroparks property lines are respected by many of the adjoining land owners, some private encroachments onto Park District land exist.

Examples of encroachments include the following:

- Buildings or structures such as sheds, garages, fences, decks, playhouses, deer stands, swing sets, or other play equipment.
- Landscaping and private use areas such as patios, gardens, ballfields, sport areas, and parking spaces.
- Storage of belongings such as boats, RVs, cars, firewood, machinery, or tools.
- Waste products and other unsightly items such as trash cans, compost bins, yard waste, junk cars, junk appliances, and other debris or litter.
- Boundary identifying features such as hedges, landscaping, fences and other items that "claim" Park District land or limit the public's use and enjoyment of it.

It is important for Cleveland Metroparks to attentively monitor its boundaries so adjacent land owners do not interfere with Cleveland Metroparks ownership of its land. (See Attachment A, "Property Line Encroachments: Legal Principles")

II. POLICY

Cleveland Metroparks regularly inspects its lands to identify encroachments. These regular inspections are conducted by the Park Manager, or staff designee of the Park Manager, as they regularly manage and maintain the Park and are recognized as the first line of defense against

**BOARD OF PARK COMMISSIONERS OF THE
CLEVELAND METROPOLITAN PARK DISTRICT
POLICY STATEMENT**

SUBJECT: Encroachment Policy

EFFECTIVE DATE:

property line encroachments. Additional support is provided by the Conservation Program Manager, who coordinates and implements reviews of the property lines and areas of concern using GIS and Remote Sensing technology. The Conservation Program Manager also schedules site walks of each reservation using the pattern outlined within the procedures of this Policy.

As encroachments are identified and verified, a boundary management procedure must be initiated to assure compliance, including a programmed “follow-up” to ensure correction of the encroachment and future compliance. A significant percentage of property line encroachments, including minor dumping of yard waste, are due to misinformation as to property line locations or the negative impacts caused by the encroachment activity. It is, therefore, the Park District’s policy that the first follow-up to correct these types of problems be educational, rather than punitive. This would take the form of personal contact by the Park Manager, the distribution of an informational brochure explaining Cleveland Metroparks conservation commitment, or a warning (perhaps only oral but documented internally) to correct the problem within a reasonable time frame (typically 30 days). At the expiration of that period of time, a follow-up must be made to determine if further action is necessary, including possibly a citation and the initiation of legal action as described below.

Cleveland Metroparks will not sell land, grant easements, exchange land, or grant use licenses to remedy conditions resulting from unauthorized encroachments onto Park District land.

III. PROCEDURES

The following procedures define the role of the Park Manager as the position responsible for park boundary management:

- A. Property line inspection – The Park Manager or designated staff will inspect all property boundaries within their reservation at least once every three (3) years. Inspection logs will be maintained documenting the inspections. Each Park Manager will then proceed to initiate resolution of encroachments pursuant to the procedures below.

Additionally, the Conservation Program Manager, or his/her designee, will provide support by monitoring the Park boundaries in coordination with the Park Manager via GIS technology and strategic property visits of identified encroachment areas. Monitoring of boundaries by the Conservation Program Manager will be conducted in a manner that each reservation is reviewed at least once every three (3) years.

- B. Problem verification – Upon identification or notification of a suspected problem, the Park Manager shall investigate the site to attempt to verify that an encroachment violation exists. The Park Manager shall complete the “Property Line Inspection Form,” Attachment B,

**BOARD OF PARK COMMISSIONERS OF THE
CLEVELAND METROPOLITAN PARK DISTRICT
POLICY STATEMENT**

SUBJECT: Encroachment Policy

EFFECTIVE DATE:

The Natural Resource Area Managers are available to assist if needed. The Park Manager determines if additional assistance is necessary to make a final judgment (e.g. a survey of the property line, an interpretation on restrictions, etc.) and procures the assistance if needed.

C. Problem resolution

1. In all property line violations, the Park Manager first will talk, then, if necessary, will personally deliver, or mail, a standard letter (Attachment C) to the property owner (with the ability and need to detail the specific infraction and tailor the form letter to the situation), asking for resolution of the problem within a reasonable period of time, (e.g., 30 days) along with the informational flyer (Attachment D). The Park Manager will work with the Conservation Program Manager to keep an inspection log documenting the encroachment, notice, follow-up, and resolution. The Conservation Program Manager will keep the inspection log on file, and monitor follow-up and resolution to ensure that all encroachments are dealt with uniformly across the Park District.
2. The Park Manager shall monitor compliance with the established deadline. If resolution of the problem has still not been achieved and no extenuating circumstances exist, then the problem, with inspection log, will be referred to the Ranger's Natural Resources Enforcement Team for a second letter, with a copy to the Park Manager and the Conservation Program Manager.
3. If an acceptable resolution has not occurred after the fixed period established by the Park Ranger letter, then the problem, with inspection log, will be referred by written notice from the Park Ranger to Cleveland Metroparks Chief Prosecuting Attorney, with written notice also to the Chief Executive Officer, Chief Operating Officer, Park Manager, and Conservation Program Manager. Follow-up, dependent upon the circumstances, will be initially determined by the Chief Legal & Ethics Officer, Chief Operating Officer, and Chief Executive Officer with notice to the Park Manager and Conservation Program Manager, and may include the initiation of civil legal action or criminal prosecution.

*A flowchart is included as Attachment E to assist in following this procedure.

IV. COMPLIANCE WITH POLICY AND PROCEDURES

All neighboring property owners will be expected to adhere to the common legal boundaries between their land and Park District property. Compliance with these boundaries will be the responsibility of the Park Manager to ensure these Policy and Procedures are utilized for addressing encroachments. The Conservation Program Manager will assist the Park Manager by identifying potential encroachments and providing support and coordination as it relates to deed records and real estate information.

**BOARD OF PARK COMMISSIONERS OF THE
CLEVELAND METROPOLITAN PARK DISTRICT
POLICY STATEMENT**

SUBJECT: Encroachment Policy

EFFECTIVE DATE:

Recognizing that the ultimate goal of this process is to protect Cleveland Metroparks resources and educate the adjoining land owners, and not to “write tickets,” the Park Manager will necessarily have the leeway to be flexible and subjective on a case-by-case basis. This flexibility reflects the educational goal of the enforcement policy. Blatant infractions can and should be pursued immediately.

Some investigations will not be able to identify the absolute parties responsible, i.e., a continual dumping of brush and grass clippings behind a given home, but no direct observation of the dumping. Again, since education is the first step in the process, a “friendly” communication with the suspected homeowner(s) should still accomplish the goal of stopping the action in the future. In cases where foreign materials should be or must be removed from Cleveland Metroparks property and a specific responsible party cannot be identified with certainty, the Park Manager will remove the material as soon as is practical and keep a record, including costs. This will send a very clear message that Cleveland Metroparks is serious about this type of problem.

References:

Replaces and Supersedes: Property Line Encroachment Policy – 12/28/2012

Approved:

Chief Executive Officer-Secretary

Board President

Approval Date

Review Date

Attachment A – Property Line Encroachment: Legal Principles

The Cleveland Metroparks is a political subdivision of the State of Ohio that has the power to acquire lands for conversion into forest reserves and for the conservation of the natural resources of the state pursuant to Ohio Revised Code 1545.11.

As the Cleveland Metroparks continues to acquire land and protect its current landholdings, it is necessary to keep in mind the various real property doctrines available to landowners adjacent to Cleveland Metroparks. The following are three legal important to property line encroachment issues:

(1) Adverse Possession

Definition: A party is capable of taking legal title to another's land by proving the party has exclusive possession of the land that is open, notorious, continuous, and adverse for a period of 21 years.

Explanation: Under Ohio law, it would be difficult for an adjacent property owner to acquire Cleveland Metroparks land through "adverse possession." Ohio courts have found that adverse possession typically does not apply to park districts. Courts have determined that park districts cannot be as vigilant in monitoring its property for trespassers as private property owners, as such a burden would be prohibitive and contrary to the public interest. Park districts are created to provide for public use and enjoyment of land and allowing adverse possession would deprive the public of this use.

Overall, Ohio courts tend to disfavor adverse possession because successful actions result in the legal titleholder forfeiting ownership to an adverse possessor without compensation.

Conclusion: Given the Cleveland Metroparks' mission of land conservation, it would be difficult for an adverse party to prove the element of "nonuse" (or that an area did not appear to be open for public use) as the setting aside land for future public use is a valuable use of land resources and the public should not suffer for a government's negligence or inattention to its property boundaries.

Example: An adjacent property owner constructs a fence enclosing both his own property and a portion of Cleveland Metroparks' property owned where such enclosure does not allow for any use by Cleveland Metroparks or the public. Even if the other elements of adverse possession are met by the encroaching landowner, because Cleveland Metroparks owns the land, it would not be subject to adverse possession by the encroaching landowner. However, the encroaching landowner may argue that they are entitled to use of the property (but not a fee interest in the property) under equitable estoppel or abandonment, as described below.

(2) Equitable Estoppel

Definition: A landowner, such as Cleveland Metroparks, may be precluded by conduct (i.e. a promise or a misstatement of fact) or by silence when an encroaching landowner reasonably, and in ignorance, relies upon the truth of a matter to the encroaching landowner's detriment.

Explanation: When Cleveland Metroparks is aware of and continues to allow an encroaching landowner to use the Cleveland Metroparks' property as if it were the encroaching landowner's

private property, the encroaching landowner may claim that Cleveland Metroparks' awareness and silence on the matter caused the encroaching landowner to reasonably believe the property was theirs to use.

However, the general rule is that the principle of estoppel does not apply against the political subdivisions, such as Cleveland Metroparks, in the exercise of a governmental function. Furthermore, one court held that a wildlife preservation was found to be classified as a "governmental function" with regard to the inapplicability of estoppel against political subdivisions, giving a stronger claim to Cleveland Metroparks. However, an encroaching landowner could make a colorable legal claim that they would be entitled to use the land based upon estoppel.

Example: Allowing an encroaching landowner to continue building a structure on Cleveland Metroparks property and delaying any objection until after significant expenditure has been made. The encroaching landowner could argue that it is entitled to compensation for relying on Cleveland Metroparks' statement that it was appropriate or non-statement when the encroachment was obvious.

(3) Abandonment

Definition: Abandonment occurs when an encroaching landowner proves 21 years of nonuse of land, and an intent to abandon land.

Explanation: Abandonment is typically associated with the doctrine of adverse possession of municipality/political subdivision lands. Every recent case involving adverse possession has addressed the notion that it is against public policy to adversely possess land owned by political subdivisions, such as park districts, because the land is for the benefit and enjoyment of the public. In addition, park districts are large and own a lot of land, making it burdensome to require the quality of awareness required by ordinary individuals to monitor their land. Given the dynamics of the functions of a park district, it would be difficult to prove the second element of abandonment – an intent to abandon.

Example: A portion of Metroparks' property is physically isolated from the remainder of reservation through an artificial barrier (i.e. fence) such that it cannot be used by employees or the public. The encroaching landowner is able to use the property because the encroaching landowner is on the other side of the fence. The encroaching landowner may claim that Cleveland Metroparks abandoned the land and that the encroaching landowner is entitled to a fee interest in the abandoned land.

Summary

As noted above, there are clear principles that land owned park districts is afforded some protection against adverse possessors, nevertheless, park employees should be aware of these legal principles and any adverse uses of Cleveland Metroparks' property should not go unchallenged where observed. Sending letters and documenting visits that show that staff notified the encroaching landowner of the unpermitted use of Cleveland Metroparks' property is vitally important. As staff of Cleveland Metroparks, custodians for public, open space should do everything reasonably in their power to assert the park district's property rights against potential adverse possessors.

**Cleveland Metroparks Park Operations
Property Line Inspection Form**

Reservation: _____

Reservation Manager: _____

Inspected By: _____

Date of Inspection: _____

Address of Property: _____

City/Zip Code: _____

**Name of Property
Owner (if applicable):** _____

Suspected Violations:

- | | |
|--|--|
| <input type="checkbox"/> Structure | <input type="checkbox"/> Organic Dumping |
| <input type="checkbox"/> Mowing | <input type="checkbox"/> Inorganic Dumping |
| <input type="checkbox"/> Tree Removal | <input type="checkbox"/> Drain Tile |
| <input type="checkbox"/> Play Equipment | <input type="checkbox"/> Fence |
| <input type="checkbox"/> Landscaped | <input type="checkbox"/> Garden |
| <input type="checkbox"/> Cleared Underbrush | <input type="checkbox"/> Wood Pile |
| <input type="checkbox"/> ATV Activity | <input type="checkbox"/> Other (explain in comments) |
| <input type="checkbox"/> Path (brick or stone) | |

Observations/Comments: _____

Violations: Yes No If yes, please explain: _____

Action Taken: Yes No If yes, please describe: _____

Property Owner Comments: _____

Verification By: _____ **Date:** _____

Comments: _____

CLEVELAND METROPARKS**established 1917**

clevelandmetroparks.com

Administrative Offices | 4101 Fulton Parkway | Cleveland, OH | 44144
Phone 216-635-3200 | Fax 216-635-3286**BOARD OF PARK COMMISSIONERS**Bruce G. Rinker, President
Debra K. Berry, Vice President
Dan T. Moore, Vice President**CHIEF EXECUTIVE OFFICER**
Brian M. Zimmerman**Date:** **Attachment C**Name
Street Address
City, State, Zip

Dear Cleveland Metroparks Neighbor:

The primary mission of Cleveland Metroparks is the conservation and protection of natural resources as well as provision of education and recreation opportunities for area residents. The Park District is dedicated to a mission of conservation, education and recreation and recognizes the importance of maximizing its 23,000-plus acres of land in 18 reservations, 8 golf courses, and Cleveland Metroparks Zoo.

Cleveland Metroparks has several hundred miles of property lines shared with adjoining land owners. Cleveland Metroparks has established the attached "Good Neighbor Policy" to recognize the goals of those homeowners that share common property lines with Cleveland Metroparks in order to help these neighbors understand the conservation mission of the Park District. While many of the property lines are respected by the adjoining owners, some private encroachments onto Cleveland Metroparks land exist. These range from "mowing as a part of the backyard" on the one extreme to construction of permanent structures on the other.

During a routine inspection of Cleveland Metroparks property lines, an encroachment onto Park District lands (detailed below) was discovered adjacent to your property. As the adjoining land owner, it appears that the problem originated from your property.

Although Cleveland Metroparks realizes that, in many cases, the property lines are not clearly marked so you may not have been aware of the infringement onto Park District property, we bring it to your attention now and request that you remedy the encroachment as soon as possible.

DATE OF INSPECTION:**DESCRIPTION OF PROBLEM:****REQUESTED ACTION:****DUE DATE:**

Cleveland Metroparks wishes to remain a good neighbor to the hundreds of adjacent property owners throughout the Park District. Thank you for your attention to the above matter.

If you have any questions about this situation, or feel that there has been a mistake in the determination or location of the problem, please call me.

Sincerely,

Park Manager

CC: Chief Operating Officer
Chief Legal and Ethics Officer
Conservation Program Manager**Celebrating 100 Years**

CLEVELAND METROPARKS

established 1917

Good Neighbor Policy

Cleveland Metroparks Mission: “Cleveland Metroparks will conserve significant natural resources and enhance people’s lives by integrating high-quality outdoor education, recreation and zoological opportunities into people’s lives.”

The Park District contains more than 23,000 acres of land and is dedicated to a mission of conservation, education, and recreation and recognizes the importance of maximizing its land within 18 reservations, 8 golf courses, and Cleveland Metroparks Zoo. Cleveland Metroparks has established a “Good Neighbor Policy” to recognize the goals of homeowners that share common property lines with Cleveland Metroparks and to help these neighbors understand the conservation mission and preservation goals of the Park District.

Natural Resources: Cleveland Metroparks takes a proactive approach to managing land, focusing on the long-term goal of maintaining native plant and animal populations, and the forest, streams, wetlands and other wild areas in which those species live. These features make Cleveland Metroparks unique in northeastern Ohio and a treasured resource for its citizens.

Ensuring that these unique conservation areas remain healthy for generations to come is dependent upon achieving the following ecological principles.

- Conservation areas remain healthy only if lands surrounding those parks are hospitable to plants and wildlife, free of aggressive, nonnative plants, allow for the passage of clean, regulated flows of water; and provide "green" corridors that connect to the larger park lands.
- Success of conservation is dependent upon preserving ALL native parts of an ecosystem, no matter how small or large, charismatic or nondescript. The great American conservationist, Aldo Leopold, stated that without all those “cogs and wheels” we can have no hope of a healthy earth.
- Conservation land needs to remain intact and not fragmented into small pieces by roads or other development, or from encroachment from outside park boundaries. As a wild area gets smaller and more fragmented, species are reduced as is the area’s uniqueness and as a place for people to seek solitude.

Good Neighbor Policy: Cleveland Metroparks respects the rights of its neighbors and asks that the conservation mission and preservation goals of the Park District be respected as well. While an appropriate goal for a homeowner may be to maintain a well manicured lawn, garden, and a small patio, Cleveland Metroparks has a goal to maintain park land in a natural condition with trees, native plants, and wildlife.

Cleveland Metroparks has developed the Good Neighbor Policy and inspects its property lines in an effort to eliminate dumping, tree cutting, encroaching structures, and other inappropriate activities and conditions from occurring on or affecting Park District Property. Property line inspections may also identify potential dangerous situations originating on Park District land. The policy is implemented to ensure that the natural resources of the Park District remain intact.

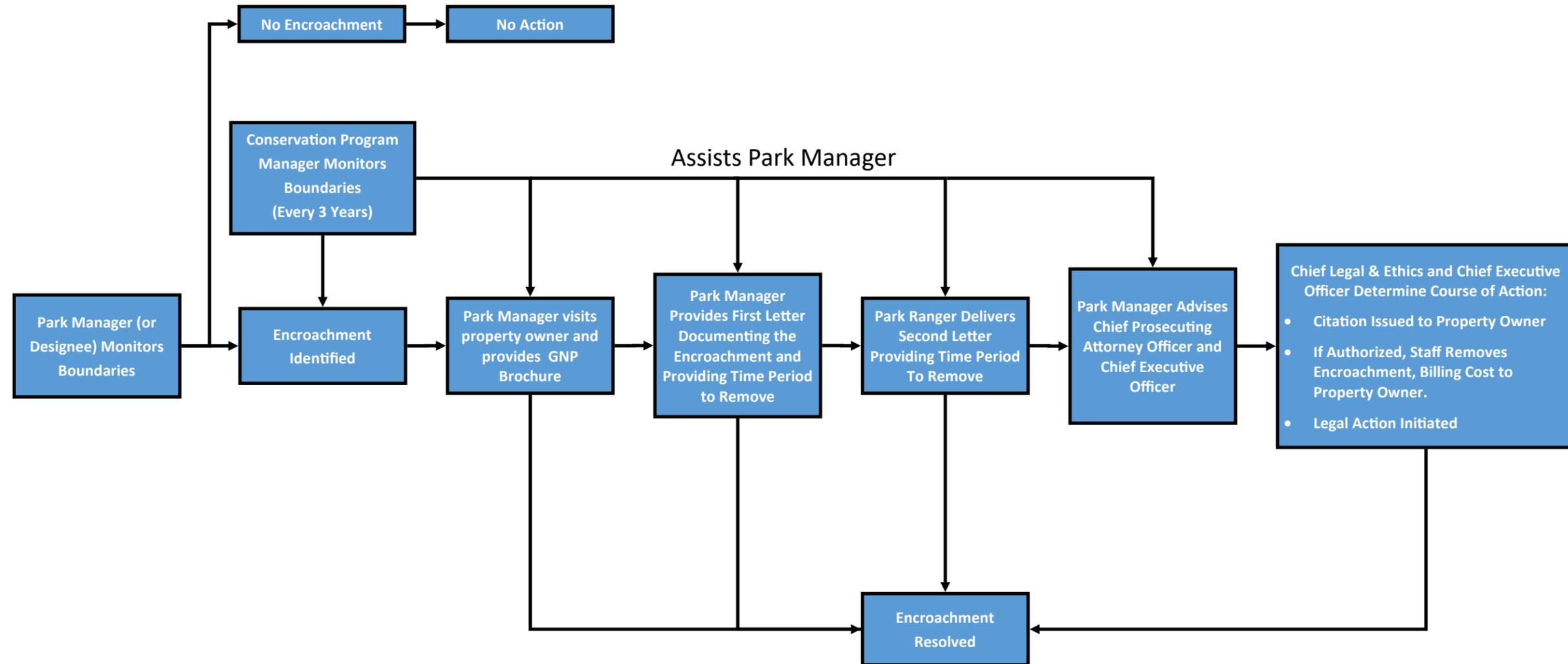
Good Neighbors: Cleveland Metroparks hopes to strengthen its Good Neighbor Policy through communication of its management programs and recognition and understanding of both homeowner and Park District goals. The Park Manager of each Cleveland Metroparks Reservation is responsible for inspecting property lines and implementing the Good Neighbor Policy. If you have questions, please call Park Operations at (440) 331-8111.

Cleveland Metroparks Rangers are available 24 hours a day, 365 days a year. Cleveland Metroparks rules and regulations can be found at <http://www.conwaygreene.com/clemetroparks.htm>. For more information about Park District rules or for non-emergency inquiries, please call (440) 331-5530 or visit www.clevelandmetroparks.com. In case of accident or emergency, call Ranger Headquarters at (440) 333-4911.

Cleveland Metroparks
Administrative Offices
4101 Fulton Parkway,
Cleveland, Ohio 44144
Phone (216) 635-3286



Cleveland Metroparks Encroachment Policy: Boundary Management Flow Chart



**BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN
PARK DISTRICT (“CLEVELAND METROPARKS”)**

POLICY STATEMENT

SUBJECT: Trademark and Logo Usage Policy

EFFECTIVE DATE:

I. PURPOSE

The Board of Park Commissioners of the Cleveland Metropolitan Park District (Cleveland Metroparks) owns brands, marks, names, and logos which are very important organizational assets. See the attached Exhibit A which includes all of Cleveland Metroparks’ list of trademarks.

The Cleveland Metroparks Trademark and Logo Usage Policy sets forth the authorized policies for using or referring to Cleveland Metroparks brands, trademarks, product and service names, logos and slogans.

II. CLEVELAND METROPARKS’S TRADEMARK RIGHTS

As the owner of its trademarks, Cleveland Metroparks has the exclusive right to use its trademarks, as well as the right to stop others from using its trademarks improperly or without authorization.

Identification of Cleveland Metroparks products or services is the sole permissible use of Cleveland Metroparks trademarks and logos. The following is a non-exhaustive list of impermissible uses of Cleveland Metroparks trademarks and logos:

- A. No Cleveland Metroparks trademark or logo may be incorporated into or used as part of a third party’s own logo, company name, product logo or otherwise.
- B. No Cleveland Metroparks trademark or logo may be used in any way that is likely to be confusing, misleading or deceptive as to the true identity or source of products, services, materials, courses or programs.
- C. No mark that is misleadingly similar in design or appearance to any Cleveland Metroparks mark or infringes on Cleveland Metroparks trademark rights may be used.
- D. No Cleveland Metroparks trademark or logo may be used in any manner that is likely to disparage, dilute or negatively affect Cleveland Metroparks reputation.
- E. No Cleveland Metroparks trademark or logo may be used in a way that is likely to imply that the user, its products, or its services are endorsed by, sponsored or affiliated with Cleveland Metroparks, without written permission from Cleveland Metroparks.

Cleveland Metroparks will pursue its legal rights against those who engage in any of the aforementioned activities or any other activities that infringe on Cleveland Metroparks trademark rights.

**BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN
PARK DISTRICT (“CLEVELAND METROPARKS”)**

POLICY STATEMENT

SUBJECT: Trademark and Logo Usage Policy

EFFECTIVE DATE:

III. PROPER USE OF TRADEMARKS AND SYMBOLS

Cleveland Metroparks trademarks and service marks shall be used so long as such references (a) are truthful, fair, and not misleading, and (b) comply with this Policy.

- A. When referencing Cleveland Metroparks, Cleveland Metroparks Zoo, Emerald Necklace, or Merwin’s Wharf entities, CLEVELAND METROPARKS, CLEVELAND METROPARKS ZOO, EMERALD NECKLACE, or MERWIN’S WHARF names may be used as a proper nouns. Cleveland Metroparks, Cleveland Metroparks Zoo, Emerald Necklace, or Merwin’s Wharf names may, in that instance, be used as a trade name, and no trademark symbol is needed when referring to the company.

Correct: Today, Cleveland Metroparks announced the opening of the new Fort Hill Staircase.

Incorrect: Today, Cleveland Metroparks® announced the opening of the new Fort Hill Staircase.

- B. Trademarks may not be used in the plural or the possessive.

Correct: Cleveland Metroparks Emerald Necklace.

Incorrect: Cleveland Metroparks’ Emerald Necklace.

Trademarks must not be used in the possessive.

Correct: Cleveland Metroparks Emerald Necklace.

Incorrect: Cleveland Metropark’s Emerald Necklace.

- C. Cleveland Metroparks trademarks may not be shortened, abbreviated or made into acronyms.

Correct: “Cleveland Metroparks”

Incorrect: “CMP.”

IV. PROPER TRADEMARK ATTRIBUTION

- A. Include a trademark notice when referring to a trademark. Place an appropriate trademark notice symbol (®) adjacent to the first or most prominent reference to the trademark. Do not add a space between the trademark name and the symbol. The symbol should be in superscript or subscript. In the absence of those symbols, a parenthetical notation such as (R) is acceptable.

**BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN
PARK DISTRICT (“CLEVELAND METROPARKS”)**

POLICY STATEMENT

SUBJECT: Trademark and Logo Usage Policy

EFFECTIVE DATE:

Correct: Edgewater LIVE®

Incorrect: Edgewater LIVE ®

- B. Use the appropriate trademark symbol. When referring to Cleveland Metroparks trademarks, use the “®” symbol in accordance with the status of the particular Cleveland Metroparks product or service.
- C. Use the trademark legend. In addition to applying the appropriate symbol to the trademark being used, third parties must attribute all Cleveland Metroparks Trademarks in an appropriate trademark legend. The legend may be printed in small print, however, it must be large enough to be legible. Permissible locations to place the legend include but are not limited to, the end of a document, on the back of a package or on the bottom of a web page.
 - 1. Use the following standard trademark legend in all material referencing any Cleveland Metroparks trademark:

“Cleveland Metroparks, *[insert all other trademarks, product names, service names, program names, etc., that are referred to or displayed in the document]* are registered trademarks of Cleveland Metroparks.”

V. USE OF CLEVELAND METROPARKS LOGOS

Cleveland Metroparks logos may only be shown independently. A logo may not be used in the context of a written description. Additionally, Cleveland Metroparks logos shall only be used in accordance with the Cleveland Metroparks Style Guide, and as may be amended from time to time, available on the employee portal.

VI. THIRD PARTY USE OF CLEVELAND METROPARKS TRADEMARKS

- A. Affiliates of Cleveland Metroparks, licensees, and other third parties are limited to specific, approved uses of Cleveland Metroparks trademarks. Affiliates may not use any Cleveland Metroparks trademark as part of their own logo or company name or in third party advertising, product packaging, website or other promotional materials.
- B. Non-affiliate third parties must use Cleveland Metroparks trademarks within the parameters outlined below. Unauthorized or improper use of Cleveland Metroparks trademarks may infringe on Cleveland Metroparks trademark rights.
 - 1. Cleveland Metroparks trademarks may not be used in third party company or product names without a written trademark license agreement.

**BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN
PARK DISTRICT (“CLEVELAND METROPARKS”)**

POLICY STATEMENT

SUBJECT: Trademark and Logo Usage Policy

EFFECTIVE DATE:

2. A licensed third party shall not use any other trademark or service mark in close proximity to any of the Cleveland Metroparks trademarks or combine marks in either case so as to effectively create a unitary composite mark, *without the prior written approval of Cleveland Metroparks*; provided, however, nothing herein shall prevent such licensed third party from preparing and distributing marketing materials in which the Cleveland Metroparks Trademarks and the licensed third party’s marks appear on the same page or slide as discrete marks. Notwithstanding the foregoing, each use of Cleveland Metroparks trademarks is subject to Cleveland Metroparks pre-approval, such approval may be withheld at its sole discretion.
3. Prior to publication or release, written approval by Cleveland Metroparks must be received by all third parties of advertising and/or marketing collateral or other materials that use Cleveland Metroparks trademarks.
4. Neither domain names nor metatags in third party websites may use or include Cleveland Metroparks trademarks without Cleveland Metroparks advance written consent.
5. Additionally, without Cleveland Metroparks advance written consent, third parties may not hyperlink or deeplink to Cleveland Metroparks webpages, unless the third party provides clear and unmistakable notice that the end user is exiting that website and entering the Cleveland Metroparks website. The sole circumstance under which deeplinking is permissible is when a need for information on Cleveland Metroparks products, programs, services or technologies exists on the third party website.
6. Proper references to Cleveland Metroparks products or services by third parties is permissible. To refer to Cleveland Metroparks products and services, third parties may use Cleveland Metroparks trademarks but only if used properly and accompany the trademarks with the appropriate trademark symbol and legend. For further guidance, please refer to Section 2 of this policy entitled “Proper Use of Trademarks and Symbols.”

C. THIRD PARTY USE OF CLEVELAND METROPARKS LOGOS

Cleveland Metroparks logos may be used only when licensed from Cleveland Metroparks. If a company or individual has a valid written license agreement in effect with Cleveland Metroparks, that company or individual must use the logo in accordance with the specifications described in the license agreement. Those guidelines are license-specific, and will not be addressed in this general Policy. In the event that the terms of an individual license and this

**BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN
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EFFECTIVE DATE:

Policy conflict, the terms of the individual license shall govern. A logo licensee whose license does not describe limitations on use of the logo should follow the guidelines found in Section 2.

References:

Federal Trademark Act (also known as the Trademark Act of 1946 and the Lanham Act). 15 U.S.C. §§ 1051–1127.

Trade name registration. Ohio Rev. Code Ann. §§ 1329.01–1329.10.

Trademark registration. Ohio Rev. Code Ann. §§ 1329.54–1329.99.

Rules of practice in trademark cases. 37 C.F.R. §§ 2.1–2.189.

Assignment and recording of trademark applications and registrations. 37 C.F.R. §§ 3.1–3.85.

Classification of goods and services under Trademark Act. 37 C.F.R. §§ 6.1–6.4.

Replaces and Supersedes: n/a

Approved:

Chief Executive Officer-Secretary

Board President

Approval Date

Review Date

Exhibit A

Mark
CLEVELAND METROPARKS

CLEVELAND METROPARKS ZOO

EDGEWATER LIVE

EMERALD NECKLACE
MERWIN'S WHARF



NOVEMBER 9, 2017

85038-85152

RESOLUTION NO. 17-11-157

The following vouchers have been reviewed as to legality of expenditure and conformity with the Ohio Revised Code.

Attest: _____

Chief Financial Officer

BE IT RESOLVED, that the payment of the following items, which may include Then and Now Certificates, are ratified by the Board of Park Commissioners. All expenditures have been reviewed and approved for payment by the Chief Financial Officer and Chief Executive Officer in accordance with the by-laws of the Board of Park Commissioners.

Checks dated October 13, 2017 in the amount of \$1,573,605.79

Checks dated October 20, 2017 in the amount of \$983,104.67

Checks dated October 27, 2017 in the amount of \$536,259.58

Visa/Travel Purchasing Card dated October 8, 2017 to October 28, 2017 in the amount of \$283,467.17

Total amount: \$3,376,437.21

PASSED: November 9, 2017

Attest: _____

President of The Board of Park Commissioners

Chief Executive Officer

RECOMMENDED ACTION:

That the Board of Park Commissioners approves **Resolution No. 17-11-157** listed above.