

THE CITY OF SOUTH EUCLID
SCHEDULE OF MEETING
February 22, 2021
8:00 PM

Meeting Conducted Via WebEx Meeting Platform

PUBLIC ACCESS FOR RESIDENTS:

Please go to the City's Homepage at www.cityofsoutheuclid.com
and click the "Join City Council Meeting Link"
at the top of the webpage.

The Password to Join the Meeting is:

SdBBkwnR874 (73225967 from phones and video systems)

1. **PLEDGE OF ALLEGIANCE**

2. **ROLL CALL**

3. **REPORT OF MAYOR**

4. **REPORT OF LAW DIRECTOR & DEPARTMENTAL HEADS**

5. **REPORT OF SCHOOL DISTRICT**

6. **PUBLIC HEARINGS (OPEN MEETING) RELATED TO AGENDA ITEMS**

7. **REPORT OF COUNCIL COMMITTEES**

- | | |
|--------------------|--|
| 1. Ordinance 18-20 | Amending Section 531.09 "Abatement of Criminal Nuisances" of Chapter 531 "Nuisances" of Part Five "General Offenses" of the Codified Ordinances of the City of South Euclid, Ohio. Second Reading. |
| 2. Ordinance 02-21 | To make appropriations for current expenses and other expenditures of the City of South Euclid, State of Ohio, during the Fiscal Year ending December 31, 2021; and declaring an emergency. Second Reading. |
| 3. Ordinance 03-21 | An Ordinance to provide for the issuance of a principal amount not to exceed \$1,638,000 of General Obligation Bond Anticipation Notes in anticipation of the issuance of Bonds to pay for all or a portion of the costs of constructing, reconstructing, resurfacing and otherwise improving various streets in the city, together with all necessary appurtenances; and declaring an emergency. Second Reading. |

8. **LEGISLATION REQUESTED BY CITY COUNCIL**

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|---------------------|--|
| 1. Ordinance 04-21 | Amending Chapter 1107 "Automobile Sales" of Part Eleven "Business Regulation Code," of the Codified Ordinances of the City of South Euclid, Ohio. First Reading. |
| 3. Resolution 07-21 | Urging the United States Congress to pass President Biden's proposed \$1.9 Trillion American Rescue Plan. First Reading. |

9. LEGISLATION REQUESTED BY THE MAYOR & ADMINISTRATION

1. Resolution 08-21 Authorizing the Mayor to enter into an Agreement with One South Euclid for the Provision of Community Development Services for the City of South Euclid, Ohio. First Reading.

10. PUBLIC HEARINGS (OPEN MEETING) RELATED TO OPEN BUSINESS

11. COMMUNICATIONS OF CITY COUNCIL

12. **ADJOURN TO EXECUTIVE SESSION** for the purposes of discussing collective bargaining agreements.

13. ADJOURN

CITY OF SOUTH EUCLID, OHIO

ORDINANCE NO.: 18-20
INTRODUCED BY: Frank
REQUESTED BY: Mayor

September 14, 2020
Recommended in Committee February 8, 2021
Second Reading: February 22, 2021

AN ORDINANCE

AMENDING SECTION 531.09 "ABATEMENT OF CRIMINAL NUISANCES"
OF CHAPTER 531 "NUISANCES" OF PART FIVE "GENERAL OFFENSES" OF
THE CODIFIED ORDINANCES OF THE CITY OF SOUTH EUCLID, OHIO,
FIRST READING.

WHEREAS, the intent of the nuisance abatement ordinance is to promote, protect, and improve the health, safety, and welfare of our resident.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of South Euclid, Ohio:

Section 1: That Section 531.09 "Abatement of Criminal Nuisances" of Chapter 531 "Nuisances" of Part Five "General Offenses Code" of the Codified Ordinances of the City of South Euclid, Ohio be amended as follows:

"531.09 ABATEMENT OF CRIMINAL ACTIVITY NUISANCES.

(a) The following activities occurring on either residential or commercial properties, or within 1,000 feet of the property line of said residential or commercial property, and engaged in by an owner, occupant or invitee of the owner or occupant of such residential or commercial properties, are hereby declared to be public nuisances.

(1) Any animal violations under Sections 505.01, Dogs and Other Animals Running at Large; Dangerous and Vicious Dogs; 505.09, Barking or Howling Dogs; 505.06, Poisoning Animals; 505.07, Cruelty to Animals; 505.071, Neglect of Animals; 505.08, Noxious Odors; Unsanitary Conditions;

(2) Any disorderly conduct, disturbance of the peace or other violation of Chapter 509 of the Codified Ordinances;

(3) Any drug abuse violation under Chapter 513 of the Codified Ordinances;

(4) Any gambling violation under Chapter 517 of the Codified Ordinances;

(5) Any health, safety or sanitation violation under Chapter 521 of the Codified Ordinances;

(6) Any obstruction of official business violation under Section 525.07 of the Codified Ordinances;

(7) Any alcohol violations under Chapter 529 of the Codified Ordinances;

(8) Any sex offenses under Sections 533.07, Public Indecency; 533.08, Procuring; 533.09, Soliciting; or 533.10, Prostitution, of the Codified Ordinances;

(9) Any offense against another person under Chapter 537 of the Codified Ordinances with the exception of Domestic Violence charged pursuant to Section 537.14 or equivalent Ohio Revised Code section; Menacing by Stalking charged pursuant to Section 537.051 or equivalent Ohio Revised Code section; or Violating Protection Order charged pursuant to Ohio R.C. 2919.27;

(10) Any offense against property under Sections 541.03, Criminal Damaging or Endangering; 541.04, Criminal Mischief, of the Codified Ordinances;

(11) Any littering or deposition of waste under Chapter 527 of the Codified Ordinances;

(12) Any theft violation under Sections 545.05, Petty Theft; 545.08, Unauthorized Use of Property, of the Codified Ordinances;

(13) Any weapons, explosives, firearm or handgun violation under Chapter 549 of the Codified Ordinances;

(14) Any fireworks violation under Chapter 1540 of the Codified Ordinances;

(15) Any waste container violation under Section 1411.081 of the Codified Ordinances; and

(16) Any violation of 147.04 Prohibited Standing or Parking Places, No vehicle shall be parked on any lot other than in an enclosed structure thereon or on the driveway from the public right-of-way to the enclosed structure or 147.04 Prohibited Standing or Parking Places (b) On a sidewalk, except a bicycle;

(17) Any violation under Section 1405.24 of the Codified Ordinances;

(18) Any violation under Section 1405.245 of the Codified Ordinances;

(19) Any violation under Section 1609.07 of the Codified Ordinances;

(16)(20) Any offense that is a felony under the Ohio Revised Code.

(b) The Chief of Police or his designee, upon finding that two or more nuisance activities declared in this section have occurred within any 12-month period, may cause a written notice and order to be served on the owner of the property declaring that such property is a nuisance property. The notice and order shall set forth the nature of the nuisances, the estimated costs to abate any future nuisances, and state that the owner may avoid being charged the costs of abatement by taking steps to prevent any further nuisance activity as set forth in this section. The notice shall further state that if a third or subsequent nuisance activity as declared in this section occurs within 12 months of the written notice, the City may abate the nuisance by responding to the activities using administrative and law enforcement actions, and the costs of such abatement shall be assessed on the nuisance property. Notice shall be served as set forth in Sections 531.02 and 531.03 of the Codified Ordinances.

(c) If within 12 months after the written notice referred to in division (b) of this section has occurred, a third nuisance activity as declared in this section occurs, the City may abate the nuisance by responding to the activity using administrative and law enforcement actions, and the costs of such abatement shall be assessed on the nuisance property in the same manner as in Section 531.04 of the Codified Ordinances, and the costs shall be calculated as set forth in division (e) of this section. The City shall provide notice to the owner of the nuisance property of the City's intent to assess the costs of abatement against the owner's property at least 30 days before such costs are certified to the County for assessment against the property, and such notice shall contain a description of the nuisance activity that is the basis for the notice of intent to assess the property, and the cost to abate. Notice shall be served as set forth in Section 531.03 of the Codified Ordinances.

(d) The owner of a nuisance property who receives a notice from the Chief of Police or his designee pursuant to this section may appeal such notice by submitting a written request for reconsideration to the Chief of Police within 30 days of the date of the notice. If the Chief of Police finds that the facts presented do not support the declaration of a nuisance, the Chief shall rescind the notice. Otherwise, the Chief shall deny the request and refer the appeal for hearing by the Board of Zoning Appeals. Any such appeal shall not stay any actions by the City to abate the first or any subsequent nuisance activity. In any such appeal, the City must show by a preponderance of the evidence that each violation stated in the notice being appealed has occurred, and that the declaration of the property as a nuisance property or of the intent of the City to assess the property for abatement costs, whichever is applicable, is justified. The City shall be deemed to have failed to have met this standard if the owner demonstrates by a preponderance of evidence that:

(1) He or she was not the owner at the time of any of the nuisance activity that is the basis of the notice; or

(2) He or she had knowledge of the nuisance activity, but has promptly and vigorously taken all actions necessary to abate each nuisance including, without limitation, compliance with the requirements of Ohio R.C. 5321.17(C) and 5321.04(A)(9); or

(3) He or she had **no** knowledge of the nuisance activity and could not, with reasonable care and diligence, have known of the nuisance activity; and upon receipt of the notice of the declaration of the property as a nuisance property, he or she promptly took all actions necessary to abate the nuisance including, without limitation, compliance with the requirements of Ohio R.C. 5321.17(C) and 5321.04(A)(9).

(e) Costs of abatement shall be assessed based upon an escalating defined cost. The escalating defined costs are: two hundred and fifty dollars (\$250.00) upon the first declaration of nuisance under this chapter; five hundred dollars (\$500.00) on the second nuisance declaration; seven hundred fifty dollars (\$750.00) on the third nuisance declaration; and one thousand dollars (\$1,000.00) on each subsequent nuisance declaration. If any violation of nuisance activities described in division (a)(1) through (a)(16) above involves the possession and/or discharge of a firearm in violation of any Federal, State or local law, there shall be an additional cost assessed of two thousand dollars (\$2,000) to each enumerated cost listed in this section.

(f) The declaration of a nuisance property, an order to abate a nuisance, or the assessment of costs by the City on a property, do not affect or limit the City's right

or authority to bring criminal prosecution or other legal action against any person for violation of the City's ordinances.”

(Ord. 41-04. Passed 7-26-04; Ord. 35-06. Passed 6-26-06; Ord. 10-08. Passed 3-24-08; Ord. 36-11. Passed 3-26-12; Ord. 27-12. Passed 2-11-13; Ord. 08-17. Passed 6-12-17.)

Section 2: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: This ordinance shall take effect and be enforced from and after the earliest period allowed by law and upon signature of the mayor.

Passed this _____ day of _____, 2020.

Joseph Frank, Council President

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law

CITY OF SOUTH EUCLID, OHIO

ORDINANCE NO.: 02-21
 INTRODUCED BY: Frank
 REQUESTED BY: Mayor

February 8, 2021
 Second Reading: February 22, 2021

AN ORDINANCE

TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF SOUTH EUCLID, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2021; AND DECLARING AN EMERGENCY.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of South Euclid, Ohio:

Section 1: That to provide for the current expenses and other expenditures of the City of South Euclid during the fiscal year ending December 31, 2021, the sums as herein set forth be and the same are hereby made. Said sums to be used to implement this 2021 Revenue and Expense.

Section 2: That there be appropriated from the General Fund:

PROGRAM I - Security of Persons and Property

POLICE DEPARTMENT - 1110

Personal Services	\$5,024,403	
Other Charges	<u>367,505</u>	
Total Police Department		\$5,391,908

Discussion Only

POLICE - ADMINISTRATIVE - 1111

Personal Services	\$135,048	
Other Charges	<u>1,000</u>	
Total Police Department-Administrative		\$136,048

POLICE - SCHOOL GUARDS - 1112

Personal Services	\$118,428	
Other Charges	<u>2,000</u>	
Total Police Department-School Guards		\$120,428

POLICE - CORRECTIONS - 1113

Personal Services	\$0	
Other Charges	<u>0</u>	
Total Police Department-Corrections		\$0

FIRE DEPARTMENT - 1120

Personal Services	\$4,095,441	
Other Charges	<u>370,500</u>	
Total Fire Department		\$4,465,941

FIRE HYDRANTS - 1122

Other Charges	<u>35,485</u>	
Total Fire Hydrants		\$35,485

DISPATCHERS - 1130

Personal Services	\$0	
Other Charges	<u>633,054</u>	
Total Dispatchers		\$633,054

TOTAL PROGRAM I

\$10,782,864

PROGRAM II - Public Health & Welfare Services

SUPPORT OF PRISONERS - 2210

Other Charges	<u>\$81,300</u>	
Total Public Health & Welfare		\$81,300

TOTAL PROGRAM II

\$81,300

PROGRAM III - Leisure Time Activities

RECREATION - 3310

Personal Services	\$76,330	
Other Charges	<u>43,650</u>	
Total Recreation		\$119,980

COMMUNITY CENTER - 3350

Personal Services	\$203,403	
Other Charges	<u>79,050</u>	
Total Community Center		\$282,453

TOTAL PROGRAM III

\$402,433

PROGRAM IV - Community Environment

BUILDING DEPARTMENT - 4410

Personal Services	\$926,075	
Other Charges	<u>206,640</u>	
Total Building Department		\$1,132,715

ECONOMIC DEVELOPMENT - 4430

Personal Services	\$207,006	
Other Charges	<u>114,650</u>	
Total Economic Development		\$321,656

COMMUNITY RELATIONS - 4440

Personal Services	\$85,056	
Other Charges	<u>98,300</u>	

Total Community Relations		\$183,356	
<u>CITY BOARDS & COMMISSIONS - 4150</u>			
Personal Services	\$41,401		
Other Charges	<u>4,450</u>		
Total Boards & Commissions		\$45,851	
<u>YOUTH INITIATIVE - 4460</u>			
Personal Services	\$29,004		
Other Charges	<u>43,500</u>		
Total Youth Initiative		\$72,504	
TOTAL PROGRAM IV			\$1,756,082
<u>PROGRAM V - Basic Utility Service</u>			
<u>REFUSE COLLECTION & DISPOSAL - 5510</u>			
Other Charges	<u>\$1,620,000</u>		
Total Refuse Collection & Disposal		\$1,620,000	
<u>CURBSIDE RECYCLING - 5520</u>			
Personal Services	\$98,504		
Other Charges	<u>12,700</u>		
Total Curbside Recycling		\$111,204	
TOTAL PROGRAM V			\$1,731,204
<u>PROGRAM VI - Transportation</u>			
<u>SERVICE DEPARTMENT - 6610</u>			
Personal Services	\$278,185		
Other Charges	<u>226,750</u>		
Total Service Department		\$504,935	
<u>GARAGE - 6620</u>			
Personal Services	\$212,500		
Other Charges	<u>230,000</u>		
Total Garage		\$442,500	
TOTAL PROGRAM VI			\$947,435
<u>PROGRAM VII - General Government</u>			
<u>MAYOR'S OFFICE - 7710</u>			
Personal Services	\$198,847		
Other Charges	<u>38,034</u>		
Total Mayor's Office		\$236,881	
<u>LEGISLATIVE ACTIVITIES (CITY COUNCIL) - 7720</u>			
Personal Services	\$101,319		
Other Charges	<u>44,000</u>		
Total Legislative Activities (City Council)		\$145,319	
<u>FINANCE ADMINISTRATION - 7730</u>			
Personal Services	\$379,941		
Other Charges	<u>66,300</u>		
Total Finance Administration		\$446,241	
<u>INCOME TAX ADMINISTRATION (RITA) - 7731</u>			
Personal Services	\$0		
Other Charges	<u>515,000</u>		
Total Income Tax Administration		\$515,000	
<u>LEGAL ADMINISTRATION - 7740</u>			
Personal Services	\$222,275		
Other Charges	<u>446,800</u>		
Total Legal Administration		\$669,075	
<u>JUDICIAL ACTIVITIES (MUNICIPAL COURT) - 7750</u>			
Personal Services	\$728,248		
Other Charges	<u>56,752</u>		
Total Judicial Activities (Municipal Court)		\$785,000	
<u>CIVIL SERVICE COMMISSION - 7760</u>			
Personal Services	\$7,758		
Other Charges	<u>32,150</u>		
Total Civil Service Commission		\$39,908	
<u>ENGINEERING - 7770</u>			
Personal Services	\$22,335		
Other Charges	<u>4,200</u>		
Total Engineering		\$26,535	
<u>MUNICIPAL COMPLEX - 7780</u>			
Personal Services	\$37,711		
Other Charges	<u>581,700</u>		
Total Municipal Complex		\$619,411	

Discussion Only

GENERAL SERVICES - 7790

Personal Services	\$50,000		
Other Charges	<u>513,314</u>		
Total General Services		\$563,314	

INSURANCE - 7791

Personal Services	\$0		
Other Charges	<u>256,000</u>		
Total Insurance		\$256,000	

TRANSFERS/ADVANCES OUT -9910/9920

Other Charges	<u>\$2,602,799</u>	<u>\$2,602,799</u>	
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TOTAL PROGRAM VII

\$6,905,483

TOTAL GENERAL FUND

\$22,606,801

Section 3: That there be appropriated from the Special Revenue Funds:

OPERATION HOME IMPROVEMENT (FUND 103/104)

Other Charges	<u>\$0</u>		
Total		\$0	

COPS GRANT (FUND 106)

Personal Services	\$0		
Other Charges	<u>0</u>		
Total		\$0	

COMMUNITY DIVERSION PROGRAM (FUND 107)

Personal Services	\$11,810		
Other Charges	<u>4,745</u>		
Total		\$16,555	16,555

STREET CONSTRUCTION & MAINTENANCE (FUND 202)

Personal Services	\$1,016,875		
Other Charges	<u>280,200</u>		
Total		\$1,297,075	1,297,075

STATE HIGHWAY IMPROVEMENT (FUND 203)

Personal Services	\$0		
Other Charges	<u>50,000</u>		
Total		\$50,000	50,000

PARKING LOTS & PARKING METERS (FUND 205)

Personal Services	\$0		
Other Charges	<u>0</u>		
Total		\$0	

SWIMMING POOLS (FUND 206)

Personal Services	\$175,030		
Other Charges	<u>96,975</u>		
Total		\$272,005	272,005

PERMISSIVE MOTOR VEHICLE TAX (FUND 207)

Other Charges	<u>\$160,000</u>		
Total		\$160,000	160,000

HUD GRANT - NSP 3 (FUND 215)

Other Charges	<u>\$0</u>		
Total		\$0	

POLICE RANGE (FUND 220)

Other Charges	<u>\$32,400</u>		
Total		\$32,400	

LAW ENFORCEMENT TRUST (FUND 221)

Other Charges	<u>\$110,000</u>		
Total		\$110,000	142,400

FEMA FIREFIGHTERS GRANT (FUND 222)

Other Charges	<u>\$1,504</u>		
Total		\$1,504	

SAFETY FORCES LEVY (FUND 410)

Personal Services	\$1,900,000		
Other Charges	<u>30000</u>		
Total		\$1,930,000	

STREET LIGHTING (FUND 511)

Other Charges	<u>\$471,500</u>		
Total		\$471,500	2,403,004

SEWER MAINTENANCE (516)

Personal Services	\$468,719		
Other Charges	<u>28,480</u>		
Total		\$497,199	497,199
SEWER REHABILITATION (517)			
Other Charges	<u>\$400</u>		
Total		\$400	
POLICE PENSION (FUND 614)			
Other Charges	<u>\$121,000</u>		
Total		\$121,000	
FIRE PENSION (FUND 615)			
Other Charges	<u>\$121,000</u>		
Total		\$121,000	
SICK LEAVE BENEFIT (FUND 926)			
Other Charges	<u>\$60,000</u>		
Total		\$60,000	
SALARY RESERVE (FUND 927)			
Other Charges	<u>0</u>		
Total		\$0	\$302,400
TOTAL SPECIAL REVENUE FUNDS:			\$5,140,638
<i>Section 4: That there be appropriated from the Bond Retirement Funds:</i>			
GENERAL BOND RETIREMENT (FUND 327)			
Other Charges	<u>\$53,415</u>		
Total		\$53,415	\$53,415
RECREATION BOND RETIREMENT (FUND 328)			
Other Charges	<u>\$0</u>		
Total		\$0	\$0
SPECIAL ASSESSMENT BOND RETIREMENT (FUND 510)			
Other Charges	<u>\$0</u>		
Total		\$0	\$0
TOTAL BOND RETIREMENT FUNDS:			\$53,415
<i>Section 5: That there be appropriated from the Capital Project Funds:</i>			
CAPITAL PROJECT FUNDS			
GENERAL IMPROVEMENT & REPAIR (FUND 408)			
Other Charges	<u>\$933,956</u>		
Total		\$933,956	933,956
SAFETY FORCES VEHICLES (FUND 409)			
Other Charges	<u>\$300,000</u>		
Total		\$300,000	\$300,000
POLICE VEHICLES & EQUIPMENT (FUND 411)			
Other Charges	<u>\$4,000</u>		
Total		\$4,000	
ENERGY EFFICIENCY FUND (FUND 415)			
Other Charges	<u>\$1,722,831</u>		
Total		\$1,722,831	1,726,831
WATER DISTRIBUTION INFRASTRUCTURE (FUND 424)			
Other Charges	<u>\$435,500</u>		
Total		\$435,500	435,500
ROAD RESURFACING (FUND 425)			
Other Charges	<u>\$805,270</u>		
Total		\$805,270	805,270
FLOOD CONTROL (FUND 426)			
Other Charges	<u>\$2,186,058</u>		
Total		\$2,186,058	2,186,058
SIDEWALK IMPROVEMENT PROGRAM (FUND 427)			
Other Charges	<u>\$7</u>		
Total		\$7	7
STAN HOPE PARKING LOT (FUND 430)			
Other Charges	<u>\$2,850</u>		
Total		\$2,850	
COVID FUND 925			
PERSONNEL CHARGES			
Other Charges	<u>\$0</u>		

Total

\$0

LAND ACQUISITION (FUND 440)

Other Charges

\$1,477,628

Total

\$1,477,628

1,480,478

TOTAL CAPITAL PROJECT FUNDS:

\$7,868,100

TRUST & AGENCY (FUND 917)

Other Charges

\$1,982,965

Total

\$1,982,965

TOTAL TRUST & AGENCY FUND:

\$1,982,965

GRAND TOTAL

\$37,651,919

Section 6: That the City Finance Director is hereby authorized to draw warrants for payments from any of the foregoing appropriations upon receiving proper certificates and vouchers therefore, approved by the Board of Officers authorized by law to approve same, or an ordinance or resolution of Council to make the expenditures; provided that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with law or ordinance. Provided further, that the appropriation for contingencies can be expended upon approval of a two-thirds vote of Council for items constituting a legal obligation against the City for purposes other than those covered by other specific appropriations, herein made.

Section 7: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 8: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City and for further reason that funds cannot be properly disbursed in 2019 unless this Ordinance goes into immediate effect. Wherefore, this Ordinance shall take effect upon passage and approval.

Passed this _____ day of _____, 2021.

Joseph Frank, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael Lograsso, Director of Law

THE CITY OF SOUTH EUCLID, OHIO

ORDINANCE NO.: 03-21
INTRODUCED BY: Frank
REQUESTED BY: Mayor

February 8, 2021

AN ORDINANCE

AN ORDINANCE TO PROVIDE FOR THE ISSUANCE OF A PRINCIPAL AMOUNT NOT TO EXCEED \$1,638,000 OF GENERAL OBLIGATION BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF BONDS TO PAY FOR ALL OR A PORTION OF THE COSTS OF CONSTRUCTING, RECONSTRUCTING, RESURFACING AND OTHERWISE IMPROVING VARIOUS STREETS IN THE CITY, TOGETHER WITH ALL NECESSARY APPURTENANCES, AND DECLARING AN EMERGENCY.

WHEREAS, the Director of Finance, as fiscal officer for the City of South Euclid, Ohio (the "City"), has certified to this Council of the City (the "Council") that the estimated life or period of usefulness of the improvements for the purpose described below is at least five years and has further certified that the maximum maturity of the bonds in anticipation of which the captioned notes will be issued.

NOW, THEREFORE, BE IT ORDAINED by the Council of the City of South Euclid, that:

Section 1. It is declared necessary to issue bonds (the "Bonds") of the City in a principal amount not to exceed \$1,638,000 to pay (a) costs of street and related bridge improvements as part of the South Green Multi-Modal Project, including the replacement of bridge on South Green Road, the resurfacing of South Green Road from Mayfield Road to Monticello Boulevard, the construction of a new sidewalk, and improvements to pedestrian crosswalks, traffic signalization, bicycle lanes, and public transportation systems, together with all necessary appurtenances, (b) costs of street improvements along Mayfield Road, including the reconstructing and repairing concrete joints along Mayfield Road, (c) preliminary engineering for Green Road Phase II street improvements from Mayfield Road to Cedar Road, (d) costs of resurfacing Cedar Road from South Green Road to Washington Boulevard, together with all necessary (collectively, the "Street Improvement Project") and (e) costs associated with the issuance of the Bonds.

Section 2. The Bonds shall be dated approximately March 1, 2022, shall bear interest at the estimated rate of 5% per annum, payable semi-annually until the principal sum is paid, and shall mature in 20 annual installments after their issuance. The first interest payment and the first principal payment on the Bonds are estimated to be December 1, 2022.

Section 3. It is determined that notes (the "Notes") in a principal amount not to exceed \$1,638,000 shall be issued in anticipation of the issuance of the Bonds for the Street Improvement Project. The Notes shall be sold to the Original Purchaser (as defined below) and shall bear interest at the rate fixed by the Director of Finance in the certificate awarding the Notes (the "Certificate of Award"), provided that such rate shall not exceed 4% per annum, payable at maturity. The Notes shall be dated their date of issuance and shall mature on a date that is between six months and one year, inclusive, from the date of issuance, as determined by the Director of Finance in the Certificate of Award. The Notes shall not be subject to redemption by the City at any time prior to maturity, unless the Original Purchaser requests that the Notes provide for such redemption, in which case provision shall be made for calling the Notes for redemption upon 10 days written notice to the Paying Agent (as defined below) for the Notes or to the Original Purchaser if the Director of Finance is the Paying Agent. In addition, the Notes shall be issued in denominations of \$100,000 or any whole multiple of \$1,000 in excess of \$100,000, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Notes shall be payable as to both principal and interest at the office of the Director of Finance, or at a bank or trust company designated by the Director of Finance (the "Paying Agent"), without deduction for exchange, collection or service charge; and shall be payable in lawful money of the United States of America.

Section 4. The Notes shall be designated "Street Improvement General Obligation Bond Anticipation Notes, Series 2021." In accordance with Section 133.30(B) of the Ohio Revised Code, the Director of Finance may combine the Notes with other notes into a single consolidated issue of notes for purposes of their sale as a single issue, and may designate that consolidated issue of notes in the Certificate of Award. The Notes shall contain a summary statement of purposes encompassing the purpose for which the Notes and any other notes are issued, shall be

issued in the numbers and denominations requested by the Original Purchaser, subject to the provisions of Section 3 of this Ordinance and shall be executed by the Mayor and the Director of Finance of the City, provided that one or both such signatures may be a facsimile signature. In the absence of the Mayor, the Notes shall be executed by the President of Council, and in the absence of the Director of Finance, the Notes shall be executed by any assistant Director of Finance.

The Notes, pursuant to the terms set forth below, may also be issued to a Depository (as defined below) for use in a book-entry system (as defined below). The Director of Finance is authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the authentication, immobilization, and transfer of the Notes, including arrangements for the payment of principal and interest by wire transfer, after determining that the execution thereof will not endanger the funds or securities of the City, which determination shall be conclusively evidenced by the signing of any such agreement.

If and as long as a book-entry system is utilized, (i) the Notes shall be issued in the form of one note in the name of the Depository or its nominee, as owner, and immobilized in the custody of the Depository; (ii) the beneficial owners in book-entry form shall have no right to receive Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book-entry form shall be shown by a book entry on the system maintained and operated by the Depository and its Participants (as defined below), and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the Council of the City.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book-entry system, the Director of Finance may attempt to have established a securities depository/book-entry relationship with another qualified Depository. If the Director of Finance does not or is unable to do so, the Director of Finance, after making provision for notification of the beneficial owners by the then Depository and any other arrangements the Director of Finance deems necessary, shall permit withdrawal of the Notes from the Depository, and authenticate and deliver note certificates in bearer or registered form, as the Director of Finance determines, to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of Council action or inaction, of those persons requesting such issuance.

As used in this Section and this Ordinance:

“Book-entry form” or “book-entry system” means a form or system under which (i) the beneficial right to principal and interest may be transferred only through a book entry and (ii) physical notes are issued only to a Depository or its nominee as owner, with the notes “immobilized” in the custody of the Depository, and the book entry is the record that identifies the owners of beneficial interests in that principal and interest.

“Depository” means any securities depository that is a clearing agency under federal law operating and maintaining a book-entry system to record beneficial ownership of the right to principal and interest, and to effect transfers of notes, in book-entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“Participant” means any participant contracting with a Depository under a book-entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

Section 5. The Notes shall be sold at a private sale to Fifth Third Securities, Inc., as the original purchaser (the “Original Purchaser”), and awarded by the Director of Finance at a purchase price not less than 97% of their principal amount, at an interest rate not exceeding that specified in Section 3 of this Ordinance and which purchase price and interest rate the Director of Finance determines is in accordance with the best interests of the City; and the Director of Finance is authorized and directed to retain the services of Calfee, Halter & Griswold LLP, Bond Attorneys, Cleveland, Ohio and to deliver the Notes, when executed, to the Original Purchaser upon payment of the purchase price. The proceeds from the sale of the Notes shall be paid into the proper fund and, pursuant to the provisions of Section 133.15(B) of the Ohio Revised Code, are deemed appropriated for and shall be used for the purpose for which the Notes are being issued under the provisions of this Ordinance and to pay those certain costs set forth in Section 133.15(B) of the Ohio Revised Code. Any premium received by the City and accrued interest shall be transferred

to the Bond Retirement Fund to be applied to the payment of the principal of and interest on the Notes in the manner provided by law.

If, in the judgment of the Director of Finance, a preliminary official statement of the City relating to the original issuance of the Notes, is in the best interest of the City, such a preliminary official statement is authorized to be prepared and distributed. The Mayor and the Director of Finance, and either one of them, are authorized and directed to complete and sign, on behalf of the City and in their official capacities, an official statement, with such modifications, changes and supplements from the preliminary official statement as those officers or any one of them shall approve or authorize. Those officers are authorized, on behalf of the City and in their official capacities, to (i) determine, and to certify or otherwise represent, when the official statement is "deemed final" (except for permitted omissions) by the City as of its date or is a final official statement for purposes of SEC Rule 15c2-12(b)(1), (3) and (4), (ii) use and distribute, or authorize the use and distribution of, those official statements and any supplements thereto in connection with the original issuance of the Notes, and (iii) complete and sign those official statements as so approved together with such certificates, statements or other documents in connection with the finality, accuracy and completeness of those official statements.

If, in the judgment of the Director of Finance, the filing of an application for a rating on the Notes by one or more nationally-recognized rating agencies is in the best interest of and financially advantageous to the City, the Director of Finance is authorized to prepare and submit those applications, to provide to each such agency such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating from the proceeds of the Notes to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose.

Section 6. The City covenants that it will restrict the use of the proceeds of the Notes in such manner and to such extent, if any, as may be necessary so that the Notes will not constitute arbitrage bonds under Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The Director of Finance, as the fiscal officer, or any other officer of the City having responsibility for the issuance of the Notes shall give an appropriate certificate of the City, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the City regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of interest on the Notes.

The City covenants that (a) it will take or cause to be taken such actions which may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, and (b) it will not take or permit to be taken any actions which would adversely affect that exclusion, and that it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property acquired with those proceeds, (iii) make timely rebate payments to the federal government, (iv) maintain books and records and make calculations and reports, and (v) refrain from certain uses of proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code. The Director of Finance and other appropriate officers of the City are authorized and directed to take any and all actions, make calculations and rebate payments, and take or give reports and certifications as may be appropriate to assure such exclusion of that interest.

Section 7. The Notes are designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. The City covenants that the City, having no "subordinate entities" with authority to issue obligations within the meaning of that Section of the Code, in or during the calendar year in which the Notes are issued, (a) will not designate as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code tax-exempt obligations, including the Notes, in an aggregate principal amount in excess of \$10,000,000 and (b) will not issue tax-exempt obligations within the meaning of Section 265(b)(4) of the Code, including the Notes (but excluding any qualified 501(c)(3) bonds as defined in Section 145 of the Code and any obligations that are private activity bonds as defined in Section 141 of the Code), in an aggregate principal amount exceeding \$10,000,000, unless the City receives an opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not cause the Notes to cease to be "qualified tax-exempt obligations."

Section 8. If requested by the Original Purchaser of the Notes, the Director of Finance is and directed to execute a continuing disclosure certificate (the "Disclosure Certificate") dated the date of delivery of the Notes and delivered to the Original Purchaser for the benefit of the holders

of the Notes (the "Holders") and to assist the Original Purchaser in complying with SEC Rule 15c2-12(b)(5), which Disclosure Certificate shall set forth the City's undertaking to provide annual reports and notices of certain events as may be required. The City covenants and agrees that it will comply with and carry out all of the provisions of the Disclosure Certificate. Failure of the City to comply with the Disclosure Certificate shall not be considered an event of default; however, any Holder may take such actions as may be necessary and appropriate to cause the City to comply with its obligations under this Section, if a Disclosure Certificate is required.

Section 9. The Notes shall be full general obligations of the City and the full faith and credit of the City are pledged for the prompt payment of the same. The par value to be received from the sale of the bonds anticipated by the Notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity together with the interest thereon, and is pledged for such purpose.

Section 10. During the years that the Notes are outstanding, there shall be levied on all the taxable property in the City, in addition to all other taxes, a direct tax annually at the rate not less than that which would have been levied if bonds had been issued without the prior issuance of the Notes. This tax shall be within the ten-mill limitation imposed by law, and is ordered computed, certified, levied, and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, extended and collected. In addition, this tax shall be placed before and in preference to all items and for the full amount thereof. The funds derived from the tax levies required shall be placed in a separate and distinct fund which, together with the interest collected on the same, shall be irrevocably pledged for the payment of the principal of and interest on the Notes or the bonds in anticipation of which they are issued, when and as the same fall due; provided, however, that in each year to the extent that revenues are available from other sources for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such direct tax upon all of the taxable property in the City shall be reduced by the amount of the revenues so available and appropriated.

Section 11. While the Notes are outstanding, the City covenants to appropriate annually, to the extent required, sufficient amounts from municipal income tax revenues to pay principal and interest on the Notes when the same fall due, and to continue to levy and collect the municipal income tax in an amount necessary to meet debt charges on the Notes. The City covenants to deposit into the Bond Retirement Fund, from available funds appropriated for the purpose, an amount necessary to meet any shortfall that may exist between the amount then available in the Bond Retirement Fund and the amount of principal and interest due at maturity of the Notes.

Section 12. It is determined and recited that all acts, conditions and things necessary to be done precedent to and in the issuing of the Notes in order to make them legal, valid and binding obligations of the City, will have been done and performed in regular and due form as required by law; and that no limitation of indebtedness or taxation, either statutory or constitutional, will have been exceeded in the issuance of the Notes.

Section 13. The Clerk of Council is directed to forward or cause to be forwarded a certified copy of this Ordinance to the County Fiscal Officer of Cuyahoga County and to secure a receipt for the delivery of this Ordinance.

Section 14. The Mayor, Director of Finance, Law Director and the Clerk of Council, as appropriate, are each authorized and directed to prepare, execute and deliver any transcript certificates, financial statements and other documents, agreements, representations and instruments and to take such actions as are necessary or appropriate to consummate the issuance of the Notes as provided in this Ordinance.

Section 15. It is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council, and that all such deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including the City's Charter, codified ordinances and applicable provisions of Section 121.22 of the Ohio Revised Code.

Section 16. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health or safety and welfare of the City, and for further reason that the immediate issuance and sale of the Notes is necessary to provide funds to commence the Street Improvement Project, which will improve the safety of vehicular travel in

the City, and provided it receives the affirmative vote of three-fourths of all members of Council, this Ordinance shall take effect and be in force immediately upon its passage by the Council and approval by the Mayor; otherwise, it shall take effect and be in force after the earliest period allowed by law.

Passed this _____ day of _____, 2021.

By: _____
Joseph Frank, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law

FISCAL OFFICER'S CERTIFICATE

City of South Euclid, Ohio
February 8, 2021

TO THE COUNCIL OF THE CITY OF SOUTH EUCLID, OHIO

The undersigned, as fiscal officer of the City of South Euclid, Ohio, as defined in Section 133.01 of the Ohio Revised Code, certifies as follows in connection with your proposed issue of general obligation bonds and bond anticipation notes in a principal amount not to exceed \$1,638,000 to (a) pay costs of resurfacing Cedar Road from South Green Road to Washington Boulevard, together with all necessary appurtenances (collectively, the “Street Improvement Project”) and (b) pay issuance costs that:

1. The estimated life or period of usefulness of the Street Improvement Project is at least five years.
2. The maximum maturity of the bonds, calculated in accordance with the provisions of Section 133.20, Ohio Revised Code, is 15 years, provided that if notes in anticipation of such bonds will be outstanding later than the last day of December of the fifth year following the year of issuance of the original notes, the period in excess of five years shall be deducted from the latest permitted maturity of the bonds.
3. The maximum maturity of the notes now proposed to be issued in anticipation of the issuance of the bonds is 20 years from the date of issuance of the original notes.

Director of Finance
City of South Euclid, Ohio

FISCAL OFFICER'S CERTIFICATE

City of South Euclid, Ohio
February 8, 2021

TO THE COUNCIL OF THE CITY OF SOUTH EUCLID, OHIO

The undersigned, as fiscal officer of the City of South Euclid, Ohio, as defined in Section 133.01 of the Ohio Revised Code, certifies as follows in connection with your proposed issue of general obligation bonds and bond anticipation notes in a principal amount not to exceed \$1,638,000 to pay (a) costs of street and related bridge improvements as part of the South Green Multi-Modal Project, including the replacement of bridge on South Green Road, the resurfacing of South Green Road from Mayfield Road to Monticello Boulevard, the construction of a new sidewalk, and improvements to pedestrian crosswalks, traffic signalization, bicycle lanes, and public transportation systems, together with all necessary appurtenances, (b) costs of street improvements along Mayfield Road, including the reconstructing and repairing concrete joints along Mayfield Road, (c) preliminary engineering for Green Road Phase II street improvements from Mayfield Road to Cedar Road (collectively, the "Street Improvement Project"), and (d) issuance costs that:

1. The estimated life or period of usefulness of the Street Improvement Project is at least five years.
2. The maximum maturity of the bonds, calculated in accordance with the provisions of Section 133.20, Ohio Revised Code, is at least 20 years, since my estimate is and to the extent a portion of the proceeds of the bonds may be determined to be allocated to a class or classes having a maximum maturity of less than 20 years but in excess of five years, then the maximum maturity of the bonds would still be at least 20 years by virtue of the fact that a sufficient portion of the proceeds of the bonds are allocated to a class or classes having a maximum maturity or an estimated period of usefulness in excess of 20 years, provided that if notes in anticipation of such bonds will be outstanding later than the last day of December of the fifth year following the year of issuance of the original notes, the period in excess of five years shall be deducted from the latest permitted maturity of the bonds.
3. The maximum maturity of the notes now proposed to be issued in anticipation of the issuance of the bonds is 20 years from the date of issuance of the original notes.

Director of Finance
City of South Euclid, Ohio

CITY OF SOUTH EUCLID, OHIO

ORDINANCE NO.: 04-21
INTRODUCED BY: Frank
REQUESTED BY: Gray and Planning Commission

February 22, 2021

AN ORDINANCE
AMENDING CHAPTER 1107 "AUTOMOBILE SALES" OF PART ELEVEN "BUSINESS
REGULATION CODE," OF THE CODIFIED ORDINANCES OF THE CITY OF SOUTH
EUCLID, OHIO.

WHEREAS, City Council has declared a one year moratorium on the issuance of building and/or occupancy permits for businesses which engage in the sale, lease, and/or exchange of used automobiles; and

WHEREAS, City Council requests the Planning Commission review and propose changes to the regulation of these businesses during the moratorium period; and

WHEREAS, these regulations were last amended when approved by City Council in 1961; and

WHEREAS, after careful consideration, the Planning Commission voted x-x-x to recommend the following changes to City Council.

NOW THEREFORE BE IT ORDAINED by the Council of the City of South Euclid, Ohio:

Section 1: That Chapter 1107 "Automobile Sales" of Part Eleven "Business Regulation Code" of the Codified Ordinances of the City of South Euclid, Ohio be hereby amended to read as follows:

Chapter 1107 "AUTOMOBILE SALES"

1107.01 HOURS; OUTDOOR LIGHTING.

Operation of outdoor areas used for the display of motor vehicles being held for sale or rent, and the lighting of such areas and the signs permitted therein, shall be permitted only between the hours of 7:00 a. m. and 11:00 p. m. daily, except Sundays and holidays when no operation is permitted. However, a minimum amount of lighting may be permitted at all times in any display area when such lighting has been determined by the Department of Police to be necessary for the effective policing and protection of such area.

1107.02 NUISANCES PROHIBITED.

Only clean vehicles in good condition shall be displayed by dealers of new or used motor vehicles. Wrecked vehicles, those needing repair and those not in condition to be sold at retail shall be stored in such rear yard areas as are not visible from the street.
To minimize the possibility of theft or accidental movement of vehicles, the ignition key shall be accessible only to authorized personnel.
Premises for the display and sale of new or used vehicles shall be kept free of debris, such as cleaning rags, paper and waste and all types of discarded vehicle parts and containers for fuel or other products.

1107.03 SETBACK OF DISPLAY AREA.

Along the street frontage of all areas used for the display of motor vehicles for sale or rent, there shall be constructed a curb or barrier not less than four inches high, which shall not be placed in front of the building line or less than fifteen feet from the street line, whichever is greater, in accordance with the Zoning Code, particularly Section 755. 04. Such curb or barrier shall be

continuous across the display area, except for pedestrian traffic and except that one driveway for ingress and one for egress, each not more than twelve feet wide at the sidewalk crossing, may be maintained along the street frontage of display areas. No motor vehicle shall be parked for display or repair or for any other purpose between such curb or barrier and the street, and such area shall be kept free of vehicles at all times.

The setback area for the display or parking of vehicles in connection with the business of automobile sales shall be hard surfaced or landscaped and maintained in good condition. The sidewalk area shall be kept free of mud, ice, snow and overhanging shrubbery.

1107.04 REGULATIONS FOR DISPLAY AREA.

Areas used for the display of motor vehicles being held for sale or rent shall be smoothly graded, paved and adequately drained, and surface water shall not be permitted to discharge over or onto adjoining lands or to create a nuisance on the sidewalk, tree lawn or street. When such an area adjoins a residence district, it shall be separated therefrom either by a masonry wall or other effective screen at least five and one-half feet in height, as may be approved by the Planning Commission.

1107.05 LIGHTING OF DISPLAY AREA.

The lighting of areas used for the display of motor vehicles shall be placed behind the setback building line and not over fourteen feet above grade. Such lighting shall be of the prefocused or focusable type and shall be directed downward and away from adjoining property and public streets. The use of so-called "naked" bulbs for display area or signs is prohibited.

1107.99 PENALTY.

Whoever violates any provision of this chapter is guilty of a misdemeanor of the third degree. Each day such violation continues shall be considered a separate offense. The Mayor may, in addition to the aforesaid penalty, revoke or suspend the license issued hereunder.

Section 2: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and for the usual daily operation of the City for the reasons set forth and defined in the preamble to this resolution, and provided it receives the affirmative vote of at least five members of Council this resolution shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise shall take effect and be in force after the earliest period allowed by law.

Passed this _____ day of _____, 2021.

Joseph Frank, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law

RESOLUTION NO.: 07-21
INTRODUCED BY: Frank
REQUESTED BY: Gray

February 22, 2021

A RESOLUTION
URGING THE UNITED STATES CONGRESS TO PASS PRESIDENT BIDEN'S
PROPOSED \$1.9 TRILLION AMERICAN RESCUE PLAN

WHEREAS, as elected leaders we urge Ohio Senator Rob Portman, Senator Sherrod Brown and all Ohio Congressional Representatives to take immediate action on comprehensive coronavirus relief legislation, including desperately needed funding for states, counties, cities, and schools, and an increase in states' federal medical assistance percentage (FMAP); and

WHEREAS, President Biden's proposed \$1.9 trillion American Rescue Plan will go a long way towards alleviating the significant financial strain COVID-19 has placed on our states, counties, cities, and schools, and the pocketbooks of working families; and

WHEREAS, working people have been on the frontlines of this pandemic for nearly a year and have continued to do their jobs during this difficult time. Dedicated servants, including municipal workers, teachers, educators, grocery store workers and janitorial staff are still leaving their homes to ensure Americans continue to receive the essential services they rely upon; and

WHEREAS, teachers and education workers are doing their best to provide quality education and keep their students safe, janitors are still keeping parks and public buildings clean, while healthcare providers are continuing to care for the sick. Meanwhile, it has been ten months since Congress passed the CARES Act Coronavirus Relief Fund to support these frontline workers and the essential services they provide; and

WHEREAS, without significant economic assistance from the federal government, many of these currently-middle class working families are at risk of falling into poverty through no fault of their own. It is a painful irony that while many have rightly called these essential workers heroes, our country has failed to truly respect them with a promise to protect them and pay them throughout the crisis; and

WHEREAS, our states, counties, cities, and schools are also in desperate need of additional funding. Due to the chaotic federal response of the previous administration, state and local governments have been left to shoulder the burden of responding to the pandemic using their finite resources to fight COVID-19 while helping their residents stay safe, healthy, and financially stable; and

WHEREAS, since the beginning of the pandemic 1.4 million frontline public service workers have been furloughed and laid off and more layoffs are expected. Black women, who account for the highest share of workers in the public sector, have been especially hard hit. In communities nationwide, this means reduced mental health & addiction services, lower emergency response times, higher patient loads for nurses, fewer answered cries for help from domestic violence victims, dirtier streets, overcrowded prisons, and decaying roads and bridges; and

WHEREAS, there have also been cuts to schools, health care, and other core public functions needed to meet the logistical challenges of distributing the COVID-19 vaccine and crush this virus once and for all; and

WHEREAS, our communities, schools and residents need immediate action by the federal government to ensure the health, safety, and financial security of working people across our country and to breathe life back into an underperforming economy, which bled 140,000 jobs in December; and

WHEREAS, the Economic Policy Institute (EPI) and others have argued persuasively that insufficient support for state and local government services after the 2007 Great Recession slowed the recovery to full employment.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of South Euclid, Ohio:

Section 1. That the Council of the City of South Euclid requests the immediate passage of President Biden's proposed American Rescue Plan to provide for and ensure an inclusive recovery from the Covid-19 Pandemic and resulting recession.

Section 2: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: That this Resolution is deemed to be an emergency measure necessary for the immediate preservation for the public peace, health, and safety and for further reason that a vital function of the municipal government is effected hereby. Wherefore, this Resolution shall take effect and be in force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 2021.

Joseph Frank, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law



COME TOGETHER & THRIVE

Memorandum

Date

February 19, 2021

Recipient

City Council

Sender

Daniel Subwick

Position

Community Development
Coordinator

Department

Economic Development

Subject

Resolution 08-21
Authorizing The Mayor To Enter
Into An Agreement With One
South Euclid For The Provision
Of Community Development
Services For The City Of South
Euclid, Ohio

The renewal of One South Euclid's Agreement for Professional Services is on the agenda for City Council's meeting scheduled for February 22, 2021.

One South Euclid's Agreement for Professional Services is a legal document identifying the services One South Euclid is approved to provide to the community, resources the City of South Euclid is approved to provide to One South Euclid, and general operating requirements. This agreement has been in effect since April 24, 2012, and renewed on a three year basis. At One South Euclid's annual meeting on February 3, 2021, the board unanimously approved revisions to the agreement for City Council's review. Those revisions include but are not limited to:

- Discontinuing the three year renewal process.
- Reducing the requirements for posting meeting notices.
- Increasing the notice period for termination from sixty to three hundred sixty-five days.

With the current agreement set to expire on April 30, 2021, ***please place the legislation on first reading and refer to committee for review.*** One South Euclid board members plan to attend the committee meeting to discuss the agreement, provide updates on programming, and share news about upcoming projects.

RESOLUTION NO.: 08-21
INTRODUCED BY: Frank
REQUESTED BY: Gray

February 22, 2021

A RESOLUTION

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH ONE SOUTH EUCLID FOR THE PROVISION OF COMMUNITY DEVELOPMENT SERVICES FOR THE CITY OF SOUTH EUCLID, OHIO.

WHEREAS, a community development corporation, One South Euclid, was created to revitalize the city's commercial districts and residential neighborhoods; and

WHEREAS, One South Euclid is led by a board of volunteer business and community leaders; and

WHEREAS, as a 501 (c)(3) designated organization, One South Euclid can provide services to the City of South Euclid in an efficient and effective manner; and

WHEREAS, City Council has passed Resolutions 22-12, 02-15, and 11-18, each authorizing the Mayor to enter into an agreement for professional services with One South Euclid; and

WHEREAS, One South Euclid has experienced much success and growth over the past nine years and has played a role in strengthening the South Euclid community; and

WHEREAS, the Council desires to renew the agreement between the City of South Euclid and One South Euclid for professional services to ensure the organization continues to grow and positively impact the community.

NOW THEREFORE BE IT RESOLVED by the Council of the City of South Euclid, Ohio:

Section 1: That the Mayor be and she is hereby authorized to enter into an agreement with One South Euclid to perform professional and community development services under the terms and provisions as contained in the agreement, a copy of which is attached hereto and made a part hereof as Exhibit A.

Section 2: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: Wherefore, this Resolution shall take effect and be in force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 2021.

Joseph Frank, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law

AGREEMENT FOR PROFESSIONAL SERVICES

This agreement of Professional Services (the "Agreement") is effective May 1, 2018 through April 30, 2021 by and between the City of South Euclid, a municipal corporation, with its principal office at 1349 South Green Road, South Euclid, OH 44121 (hereinafter the "City") and the South Euclid Community Urban Redevelopment Corporation, a 501(c)(3) non-profit corporation, with its principal office at 1349 South Green Road, South Euclid, OH 44121 (hereinafter "One South Euclid").

WHEREAS, City finds that One South Euclid is willing to perform certain work hereinafter described in accordance with the provisions of this Agreement; and

WHEREAS, City finds after consideration of all relevant factors that One South Euclid is qualified to perform the work, all relevant factors considered, and that such performance will be in furtherance of the City's business.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and intending to be legally bound, the parties hereto agree as follows:

1. SERVICES TO CITY

One South Euclid shall provide the following ("Services") to City:

A) Neighborhood Revitalization Initiatives:

1. Administration of the Community Garden Program
2. Administration of the "Build-Grow-Thrive" Property Resale Program in order to strengthen and improve neighborhoods:
 - i. One South Euclid shall have the ability to negotiate, process, and finalize the sale of property (both vacant land and property with structures) deeded to the City of South Euclid through the Cuyahoga County tax foreclosure process, the Cuyahoga Land Bank, donation from another public or private entity, the deed-in-lieu of tax foreclosure process, or by some other means.
 - ii. Such property fitting the above description may be conveyed to One South Euclid by the City anytime after consideration and approval of a Resolution of City Council.
 - iii. One South Euclid shall be entitled to the proceeds of property sold through the resale program in order to fund programs benefiting the community, such as the Neighborhood Grant Program, and the operating expenses of the organization.
 - iv. Upon sale of the property, purchasers will need to abide by the rules and regulations of the City and the One South Euclid "Build-Grow-Thrive" Program to ensure the property is restored to productive re-use.
3. Commercial Revitalization Initiatives:
 - i. One South Euclid shall maintain regular communication with business and property owners.

- ii. One South Euclid will collaborate with business owners, property owners, and other organizations to implement public art and commercial revitalization initiatives, such as a Storefront Renovation Grant Program.
4. Community Development Initiatives:
- i. One South Euclid will practice community organizing by working closely with residential property owners to strengthen existing neighborhood groups and work to promote the creation of new groups throughout the city.
 - ii. One South Euclid will work with residential property owners to develop and implement programs which will allow for continued growth and revitalization of residential neighborhoods, such as the Neighborhood Grant Program.
- B) Grant Writing/Fiscal Sponsorship:
- 1. One South Euclid shall serve as the designated 501(c)(3) organization on behalf of City when City applies for grants requiring a 501(c)(3) designated organization.
 - 2. On a case-by-case basis, One South Euclid may serve as the fiscal sponsor for community organizations in need of a designated 501(c)(3) organization, including the various neighborhood groups, with the ability to request an administrative fee of up to 20%.
- C) Community Engagement:
- 1. One South Euclid shall host fundraisers for the benefit of the organization and/or other charitable causes.
 - 2. One South Euclid shall host community events and festivals in partnership with the City, such as the annual Harvest Fest.
- D) City staff members will work closely with One South Euclid to administrate and ensure the organization is successful in meeting the requirements of this Agreement, while achieving the shared goals of One South Euclid and the City.

2. PAYMENT FOR SERVICES

One South Euclid shall be an independent affiliate organization of the City. One South Euclid shall be a self-sufficient organization and City shall not be required to make payments for the performance of any of the services outlined in Section 1 “SERVICES TO CITY.” However, nothing in this Agreement shall prohibit City from making payments to One South Euclid at some point in the future. Any such payments shall be made in an amount agreed to by City Council and the One South Euclid Board of Directors.

3. REPORTING REQUIREMENTS

One South Euclid shall prepare an annual report for viewing by City detailing its work over the past year. This report shall be provided to City Council. City Council reserves the right to request more frequent updates. In accordance with Resolution 38-14 and the One South Euclid By-Laws, City Council has the right to appoint an ex-officio member to the One South Euclid Board of Directors and require that individual to provide updates to City Council. Minutes of all One

South Euclid meetings shall be provided to City Council. City retains the right to request records from One South Euclid and be provided with these records in a reasonable time frame.

4. MEETING NOTICES

The Secretary of the Board of Directors of One South Euclid shall be required to post notice of its Annual Meeting and all Regular Meetings ten (10) days prior to the scheduled meeting date and shall include the date, time, and location of the meeting on the notice. This notice shall be posted to the City Hall Meeting Bulletin Board, the One South Euclid website, the City Website, sent to a newspaper of general circulation, and sent to City Council. Furthermore, the Secretary shall be required to post notice of all Special Meetings at least 2 (two) days prior to the scheduled meeting date with the same information and in the same locations as noted above. All Regular Meeting Dates for the upcoming year shall also be posted in the above locations.

5. LIABILITY

One South Euclid's liability, including but not limited to City's claims of contribution and indemnification related to third party claims arising out of services rendered by One South Euclid, and for any losses, injury or damage to persons or properties of work performed arising out of or in connection with this Agreement and for any other claim shall be limited to the lesser of (i) One-Thousand Five Hundred Dollars (\$1,500) or (ii) payment, if any, received by One South Euclid from City for a particular service giving rise to the claim. Notwithstanding anything to the contrary in this Agreement, One South Euclid shall not be liable for any special, indirect, consequential loss, lost profits, or punitive damages. City agrees to limit One South Euclid's liability to City and any other third-party for damage on account of any error, omission or negligence to a sum not to exceed (i) One-Thousand-Five Hundred dollars (\$1,500) or (ii) the payment, if any, received by One South Euclid for the particular service giving rise to the claim. The limitation of liability set forth herein is for any and all matters for which One South Euclid may otherwise have liability arising out of or in connection with this Agreement, whether the claim arises in contract, tort, statute, or otherwise.

6. MISCELLANEOUS

- 6.1 Severability. Should any part of this Agreement for any reason be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated, and it is hereby declared the intention of the parties that they would have executed the remaining portions of this Agreement without including any such part, parts, or portions which may, for any reason, be hereafter declared invalid. Any provision shall nevertheless remain in full force and effect in all other circumstances.
- 6.2 Independent Contractor. One South Euclid is an independent contractor of City.
- 6.3 Notices. City shall give One South Euclid written notice within one hundred eighty (180) days of obtaining knowledge of the occurrence of any claim or cause of action which City believes that it has, or may seek to assert or allege, against

One South Euclid, whether such claim is based in law or in equity, arising under or related to this Agreement or to the transaction contemplated thereby, or any act or omission to act by One South Euclid with respect hereto. If City fails to give such notice to One South Euclid with regard to any claim or cause of action within said time period, City shall be deemed to have waived, and shall be forever barred from bringing or asserting such claim or cause of action in any suit, action or proceeding in any court or before any governmental agency or authority of any arbitrator. All notices or communication hereunder shall be in writing, sent by courier or the fastest possible means, provided that recipient receives a manually signed copy and the transmission method is scheduled to deliver within 48 hours, and shall be deemed given when delivered to the address specified below or such other address as may be specified in a written notice in accordance with this section.

If to the City:
Mayor
City of South Euclid
1349 South Green Road
South Euclid, OH 44121

If to One South Euclid:
Board President
One South Euclid
1349 South Green Road
South Euclid, OH 44121

Any party may, by notice given in accordance with this section to the other parties, designate another address or person or entity for receipt of notices hereunder.

- 6.4 Section Heading. Title and heading of sections of this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement.
- 6.5 Representations/Counterparts. Each person executing this Agreement on behalf of a party hereto represents and warrants that such person is duly and validly authorized to do so on behalf of such party, with full right and authority to execute this Agreement and to bind such party with respect to all of its obligations hereunder. This Agreement may be executed (by original or telecopied signature) in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute the same instrument.
- 6.6 Residuals. Nothing in this Agreement or elsewhere will prohibit or limit One South Euclid ownership and use of ideas, concepts, know-how, methods, models, data, techniques, skill, knowledge and experience that were used, developed or gained in connection with this Agreement. One South Euclid and City shall each have the right to use all data collected under this Agreement.

6.7 Governing Law & Construction. This agreement will be governed by and construed in accordance with the laws of Ohio, without regard to the principles of conflicts of law. The language of this Agreement shall be deemed to be the result of negotiation among the parties and their respective counsel and shall not be construed strictly for or against any party.

7. RENT AND UTILITIES

City will provide office and meeting space at no cost to One South Euclid at South Euclid Municipal Complex, 1349 South Green Road, and Community Center, 1370 Victory Drive, for the duration of this Agreement.

8. TERMINATION

Either party may terminate this Agreement by serving the other party with written notice of termination. Such notice shall be served with sixty (60) day prior notice to the other party notifying them of their intent to terminate this Agreement. Should One South Euclid dissolve during the term of the Agreement, that will cause an automatic termination of the Agreement, and all remaining assets of One South Euclid, minus any outstanding liabilities, shall be transferred to the City.

IN WITNESS THEREOF, the parties have executed this agreement as of the day and year written below:

[CITY]

By:

Georgine Welo

Printed Name:

Georgine Welo

Title:

Mayor City of South Euclid

Date:

March 27, 2018

[ONE SOUTH EUCLID]

By:

Yvonne R. Sanderson

Printed Name:

YVONNE R. SANDERSON

Title:

President

Date:

5 APR 2018