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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:

xZNKAuIW766 (99652849 from phones and video systems)

NOTICE OF MEETING

CITY COUNCIL

Joe Frank
President
Sara Continenza
Chanell Elston
Jane Goodman
Ruth Gray
Susan Hardy
Justin Tisdale

MEETING OF: **COMMITTEE OF THE WHOLE**
CALLED BY: JOE FRANK, CHAIR
DATE: **MONDAY, APRIL 12, 2021**
LOCATION: WEBEX VIRTUAL MEETING (see info above)
TIME: 6:30 P.M.
RE: Res. 08-21 One South Euclid Agreement &
Discussion with Board Members.
Res. 60-20 American Tower Lease Agreement

COMMITTEE MEMBERS:

SARA CONTINENZA
CHANELL ELSTON
RUTH GRAY
SUSAN HARDY
JANE GOODMAN
JUSTIN TISDALE

ADMINISTRATION

MICHAEL LOVE, ECONOMIC DEVELOPMENT DIRECTOR
DANIEL SUBWICK, COMMUNITY DEVELOPMENT COORDINATOR
KEITH BENJAMIN, DIRECTOR OF COMMUNITY SERVICES
SALLY MARTIN, HOUSING DIRECTOR
BRENDA WENDT, FINANCE DIRECTOR
MICHAEL LOGRASSO, LAW DIRECTOR

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

February 22, 2021
Second Reading: April 12, 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 as of (X) 2021, 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 the City when the 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 the 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 three hundred sixty-five (365) days 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: _____

Printed Name: _____

Title: _____

Date: _____

[ONE SOUTH EUCLID]

By: _____

Printed Name: _____

Title: _____

Date: _____

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 60-20
INTRODUCED BY: Frank
REQUESTED BY: Mayor

October 26, 2020
Second Reading: April 12, 2021

A RESOLUTION

AUTHORIZING THE MAYOR TO ENTER INTO AN AMENDMENT TO THE OPTION TO LEASE AND LEASE AGREEMENT BETWEEN THE CITY OF SOUTH EUCLID AND ATC SEQUOIA LLC, A DELAWARE LIMITED LIABILITY COMPANY (“AMERICAN TOWER”).

WHEREAS, the City of South Euclid entered into an Option to Lease and Lease Agreement on October 5, 1995 and currently leases a portion of the parent parcel and is the beneficiary of certain easements for access and public utilities for the purposes of cellular communications services (Cell Tower) on city-owned property at 1349 South Green Road; and

WHEREAS, the current tenant, Verizon Communications, Inc., has entered into a Management Agreement and a Master Prepaid Lease with American Tower which subleases, manages, operates and maintains, as applicable, the leased premises from the City of South Euclid; and

WHEREAS, the City of South Euclid and American Tower desire to amend the lease to extend the term thereof and to otherwise modify the lease as described in the First Amendment to Option to Lease and Lease Agreement attached hereof as Exhibit A.; and

WHEREAS, American Tower shall monetarily compensate the City of South Euclid for modification of the lease according to the terms and conditions contained in the agreement authorized by passage of this Resolution.

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 a First Amendment to Option to Lease and Lease Agreement with ATC Sequoia LLC (American Tower) for the purposes of continuing the lease of city-owned property (communications tower) at 1349 South Green Road. A copy of said Option and Ground Lease Agreement 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: That this Resolution shall take effect and be in full 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