

THE CITY OF SOUTH EUCLID  
SCHEDULE OF MEETING  
April 12, 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](http://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)**

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1. **PLEDGE OF ALLEGIANCE**

2. **ROLL CALL**

3. **MINUTES OF MEETINGS:** February 22, 2021 & March 8, 2021

4. **REPORT OF MAYOR & DEPARTMENT HEADS**

5. **REPORT OF LAW DIRECTOR**

6. **REPORT OF SCHOOL DISTRICT**

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

7. **REPORT OF COUNCIL COMMITTEES**

1. Resolution 60-20 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"). **Second Reading.**
2. 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. **Second Reading.**

8. **LEGISLATION REQUESTED BY THE MAYOR & ADMINISTRATION**

1. Ordinance 06-21 Fixing the salary range, compensation and rates of pay for various offices, boards, commissions and departments of the municipal government effective January 1, 2021; repealing ordinance No. 21-16 adopted February 27, 2017 and all other ordinances or parts of ordinances inconsistent herewith; and declaring an emergency. First Reading.
2. Resolution 18-21 Proclaiming April 2021 to be National Poetry Month in the City of South Euclid, Ohio. First Reading.
3. Resolution 19-21 Proclaiming April 2021 to be Fair Housing Month in the City of South Euclid, Ohio. First Reading.

4. Resolution 20-21 Authorizing the appropriation of unappropriated funds in the following fund: "Road Improvement and Resurfacing Fund #425" in the amount of \$10,928.50 for issuance fees related to the sale general obligation bond anticipation notes related to 2021 road and infrastructure improvement projects. First Reading.
5. Resolution 21-21 Authorizing the appropriation of unappropriated funds in the following fund: "Road Improvement and Resurfacing Fund #425" in the amount of \$1,638,000 as proceeds from the sale of bond anticipation notes related to 2021 road and infrastructure improvement projects. First Reading.
6. Resolution 22-21 Authorizing the appropriation of unappropriated funds in the following fund: "Bond Retirement Fund #327" in the amount of \$11,023.74 for the note premium related to the sale of bond anticipation notes related for 2021 road and infrastructure improvement projects. First Reading.

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

**11. COMMUNICATIONS OF CITY COUNCIL**

**12. ADJOURN TO EXECUTIVE SESSION FOR THE PURPOSE OF DISCUSSING PENDING LITIGATION.**

**13. ADJOURN**

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

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: \_\_\_\_\_



COME TOGETHER & THRIVE

## Memorandum

**To:** Members of Council  
**From:** Keith Ari Benjamin, Director of Community Services  
**Date:** April 9, 2021  
**RE:** Ordinance 06-21: Salary Ordinance

Please find attached the proposed revised salary ordinance, which is updated every few years, and was last updated in 2017. Please place on First Reading and refer to a Council Committee for review and discussion.

Please don't hesitate to let us know if you have any questions or need additional information.

Thank you.

CITY OF SOUTH EUCLID, OHIO

ORDINANCE NO.: 06-21  
 INTRODUCED BY: Frank  
 REQUESTED BY: Mayor

April 12, 2021

AN ORDINANCE

FIXING THE SALARY RANGE, COMPENSATION AND RATES OF PAY FOR VARIOUS OFFICES, BOARDS, COMMISSIONS AND DEPARTMENTS OF THE MUNICIPAL GOVERNMENT EFFECTIVE JANUARY 1, 2021, REPEALING ORDINANCE NO. 21-16 ADOPTED FEBRUARY 27, 2017 AND ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT HERewith; AND DECLARING AN EMERGENCY.

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

Section 1: That title, salary, and compensation for the following listed offices are hereby established not to exceed the following amounts (not including longevity):

ADMINISTRATION

RANGE

	<u>FROM</u>	<u>TO</u>	
Mayor	Reference ordinance number 12-07		
Council	Reference ordinance number 34-10		
Finance Director	\$82,774	\$111,427	Per annum
Building Commissioner/ Zoning Administrator	\$77,822	\$106,121	Per annum
Service Director	\$77,822	\$106,121	Per annum
Economic Development Director	\$58,012	\$ 87,019	Per annum
Community Services Director	\$58,012	\$ 87,019	Per annum
Housing Director	\$53,060	\$ 87,019	Per annum
Community Center Director	\$53,060	\$ 87,019	Per annum
Community Development Coordinator	\$50,382	\$ 75,000	Per annum
Assistant Service Director	\$50,382	\$ 75,000	Per annum
Assistant Finance Director	\$50,382	\$ 90,203	Per annum
Law Director	\$54,173	\$ 70,040	Per annum and \$137.50 per hour for his or his designee's preparation, representation & appearance in all County, State and Federal Courts including preparation, representation and appearance before State and Federal Boards and Commissions and to representation in all City labor matters

ADMINISTRATION (continued)

RANGE

	<u>FROM</u>	<u>TO</u>	
Prosecutors	\$15,918	\$31,836	\$100.00 per hour for preparation and appearance in County and State Courts and State and Federal Boards or Commissions, and for preparation and trial time for jury trials in the South Euclid Municipal Court.
City Engineer	\$10,612	\$21,224	Per annum
Fire Chief	Reference ordinance number 04-06		
Police Chief	Reference ordinance number 03-06		
Asst. Fire Chief	Reference ordinance number 04-06		
Asst. Police Chief	Reference ordinance number 03-06		

The Fire Chief, Police Chief, Assistant Fire Chief and Assistant Police Chief shall be entitled to the benefits afforded to their perspective unions under their collective bargaining agreements with the exception of overtime compensation and accrual of accumulated time.

For a Finance Director or Assistant Finance Director who hold a Certified Public Accounting certificate, they shall be entitled to an additional stipend of \$3,000.00 per year.

For a Building Commissioner who holds an Ohio Registration as an Architect or Professional Engineer, they shall be entitled to an additional stipend of \$3,000.00 per year.

The foregoing enumerated offices constitutes administrative and supervisory positions in the city government, and no overtime compensation or accrual of any accumulated compensatory time shall be authorized or permitted.

Traffic Commissioner	Paid one-half rank differential between Police Sergeant and Police Lieutenant
Corporal	Paid six percent (6%) wage differential over the applicable wage rate for a Class A 4 <sup>th</sup> year patrol officer.

Section 2: That title, salary and rates of pay for the following special service employees are hereby established not to exceed the following amounts:

SPECIAL SERVICE EMPLOYEES

Special Police Officer

Current Class "C" rate per CBA

RANGE

	<u>FROM</u>	<u>TO</u>
Auxiliary Police Officers	\$12.00/hr	\$21.00/hr.
Jailer	\$16.00/hr.	\$27.00/hr.
Senior Records Clerk	\$16.00/hr.	\$27.00/hr.
Records Clerk	Minimum Wage/hr.	\$18.00/hr.
Office Assistant	\$11.00/hr	\$21.00/hr.
Park Guard/Supervisor	\$10.00/hr	\$16.00/hr.
Parking Ticket Hearing Officer (Refer to Ordinance 147)	\$25.00/hr.	\$25.00/hr.
Administrative Assistant to Police Chief	\$50,382	\$63,672 Per annum
Animal Warden	\$16.00/hr.	\$27.00/hr.

Section 3: That title, salary and rates of pay for the judge and employees of the Municipal Court are hereby established not to exceed the following amounts:

MUNICIPAL COURT

	<u>Annual City Rate</u>
Judge (City Portion)	\$40,273.00
Clerk of Court (City Portion)	\$35,020 – \$49,665
Acting Judge (City Portion)	\$157/day
Magistrate (Small Claims) (permanent part time) (City Portion)	\$12,734 - \$25,469

	<u>RANGE</u>
	<u>FROM</u> <u>TO</u>
Chief Deputy Clerk	\$21.00/hr.                      \$36.00/hr.
Deputy Clerk	\$11.00/hr                      \$23.00/hr.
Deputy Clerk/IT Specialist	\$16.00/hr.                      \$27.00/hr.
Bookkeeper	\$11.00/hr                      \$35.00/hr.
Chief Bailiff (City Portion)	\$16.00/hr.                      \$23.00/hr.
Assistant Security Bailiff (City Portion)	\$13.00/hr                      \$19.00/hr.
Admin. Bailiff	\$11.00/hr                      \$23.00/hr.
Probation Officer	\$16.00/hr.                      \$27.00/hr.
Magistrate (Small Claims) (part time) (City Portion)	\$21.00/hr.                      \$32.00/hr.

Section 4: That title, salary and rates of pay for the following departments of the city are hereby established not to exceed the following amounts:

FINANCE DEPARTMENT

	<u>RANGE</u>
	<u>FROM</u> <u>TO</u>
Payroll Administrator	\$16.00/hr.                      \$27.00/hr.
Part Time Office Assistant	Minimum Wage/hr.                      \$16.00/hr.
Finance Department Assistant	\$14.00/hr.                      \$23.00/hr.

BUILDING AND HOUSNG DEPARTMENT

Technical

Chief Building Inspector	\$29.00/hr.	\$38.00/hr.
Building Inspector I	\$19.00/hr.	\$28.00/hr.
Building Inspector II	\$27.00/hr.	\$33.00/hr.
Lead Housing Inspector	\$19.00/hr.	\$27.00/hr.
Housing Inspector	\$17.00/hr.	\$23.00/hr.
Permit Specialist	\$16.00/hr.	\$24.00/hr.

Administrative

Building or Housing Department Assistant I	\$10.00/hr	\$17.00/hr.	
Building or Housing Department Assistant II	\$16.00/hr.	\$21.00/hr.	
Housing Programs Coordinator	\$16.00/hr.	\$24.00/hr.	
Office Assistant – Part Time	Minimum Wage/hr.	\$16.00/hr	
Administrative Asst. to the Building Comm.	\$50,382	\$63,672	Per annum

In addition to the amounts set forth above for Building and Housing Department personnel, an employee holding any of the following certifications set forth under the Ohio Building Code Section 103.2(2) for required personnel shall be entitled to annual compensation in the amount of \$250.00 per license. Interim certifications are excluded. Certifications must be current with the Board of Building Standards. Failure to maintain certifications will result in forfeiture of compensation. Payable with the first pay of December and prorated for the number of months worked in that calendar year.

The eligible certifications are: Building Official, Master Plans Examiner, Building Inspector, Plumbing Inspector, and Electrical Safety Inspector.

SERVICE DEPARTMENT

	<u>RANGE</u>		
	<u>FROM</u>	<u>TO</u>	
Part Time	Minimum Wage/hr.	\$21.00/hr.	
Administrative Support Specialist	\$16.00/hr.	\$27.00/hr.	

MISCELLANEOUS

Clerk of Council	\$16,000	\$24,000	Per annum
Receptionist – Clerk	Minimum Wage/hr	\$17.00/hr	
Law Clerk – Part Time	\$10.00/hr	\$17.00/hr	
Office Assistant – Part Time	Minimum Wage/hr	\$16.00/hr	
Pool Director	\$6,898.00	\$10,081.00	Per season
Part Time Seasonal Coordinator	Not to exceed \$796.00/week		
Part Time Seasonal Help	Minimum wage/hr.	\$11.00/hr.	

COMMUNITY CENTER

Administrative Support Specialist	\$Minimum Wage/hr	\$17.00/hr.	
Building Assistant	\$Minimum Wage/hr	\$17.00/hr.	
Support Staff/Maintenance	\$Minimum Wage/hr	\$17.00/hr	

Section 5: EXECUTIVE/ADMINISTRATIVE ASSISTANTS

	<u>RANGE</u>		
	<u>FROM</u>	<u>TO</u>	
Executive Assistant to the Mayor	\$50,382	\$75,000	per annum

The offices described in Section 5 are administrative and supervisory positions in the city government and therefore no overtime compensation or accrual of any accumulated compensatory time shall be authorized or permitted.

If an employee is regularly designated and agrees to oversee day-to-day department operations in the absence of the Administrator, that person will receive an amount not to exceed five (5) per cent adjustment above the regular hourly rate for all hours worked. Recommendation for being designated or removed from this assigned rate will require the concurrence of the Department Administrator and the Mayor. This adjustment is specifically excluded when calculating payment within the pay range.

Section 6: That title, salary and compensation of appointees and employees of the various Boards and Commissions of the City are hereby established not to exceed the following amounts and number of meetings listed below:

BOARDS AND COMMISSIONS

Board of Zoning Appeals:	Chairman	\$2,100 Per annum
	Members	\$1,500 Per annum
City Planning Commission:	Chairman	\$2,100 Per annum
	Members	\$1,500 Per annum
Civil Service Commission:	Chairman	\$2,100 Per annum
	Members	\$1,500 Per annum
Jury Commission: (Not to exceed One (1))	Chairman	\$4,000 Per annum
	Members	\$1,600 Per annum
Architectural Review Board	Chairman	\$2,100 Per annum
	Members	\$1,500 Per annum
Records Commission	Chairman	\$1,200 Per annum
	Member	\$ 800 Per annum

BOARDS AND COMMISSIONS (continued)

Secretaries:

Civil Service Commission	50.00 Per meeting
Zoning & Bldg. Stand. Bd. of Appeals	50.00 Per meeting
Planning & Zoning Commission	55.00 Per meeting
Other Boards & Commissions	35.00 Per meeting
Architectural Review Board	50.00 Per meeting

Section 7: LONGEVITY

All officials elected to a full time office who purchase additional service credits as permitted by Section 145.201 of the Revised Code of Ohio shall be reimbursed in amount of the costs thereof.

That in addition to their regular compensation, all full time employees with the exception of regular full time members of the members of the Police, Fire, Service and Dispatch who are covered by a collective bargaining agreement shall be paid additional annual compensation for length of continuous service as follows:

1st through 5th year of continuous service	-	No Entitlement
6th through 10th year of continuous service	-	\$ 900.00
11th through 15th year of continuous service	-	\$1,200.00
16th through 20th year of continuous service	-	\$1,500.00
21st year of continuous service & thereafter	-	\$1,800.00

This amount shall be paid only for the year represented, and not a cumulative amount including prior years. For the purpose of applying this section, the anniversary date of appointment or employment unless it be on the first of any month, shall be considered as being on the first of the month next following the actual date of appointment or employment for which entitlement for service is allowed.

Section 8: UNIFORM ALLOWANCES

Uniform allowances for specified employees within the Department of Public Safety are hereby established as follows:

Uniform allowance for regular school guard personnel, \$350.00 per year payable with the second pay of the month in March.

Uniform allowance for Police civilian personnel to be \$650.00 per year, to be paid in equal installments with the second pay of the month in March and second pay of the month in September of each year. Uniform allowance for part-time Police civilian personnel (working minimum of 20 hrs/week) to be \$440.00 and to be paid in equal installments with the second pay of the month in March and second pay of the month in September.

Uniform allowance for Special Police Officers and Auxiliaries to be \$350.00 per year, to be paid in equal installments with the second pay of the month in March and second pay of the month in September.

In the event an employee's employment is terminated either by the employee or by the city, the uniform allowance paid shall be recovered by the City on a prorated basis computed on full calendar months worked in the current year of employment and the balance due the City shall be deducted from the final salary payment.

Section 9: VACATIONS

The following vacation allowances, schedule and conditions are hereby established for employees of the City:

(A) All full time employees shall be granted the following vacation with pay each year based upon their cumulative length of continuous service as follows:

Hourly paid permanent part-time employees shall accrue vacation time in the same manner as full time employees, except that the per day hours of vacation pay shall be those part-time hours normally worked by said part-time employees. Seasonal employees are defined as those who are employed to work for a specific limited period of time, regardless of number of hours worked in one week, shall not be entitled to vacation pay. Permanent part-time employees are defined as one who is scheduled to work fifty-two (52) weeks per calendar year at regular scheduled hours per week which must be in excess of twenty (20) hours.

Length of Service

During 1st year of employment

After 1 year  
After 5 years  
After 12 years

Length of Vacation

One-sixth (1/6) week per month to  
December 31, from date of hire.  
Two (2) weeks  
Three (3) weeks  
Four (4) weeks

After 17 years  
After 25 years

Five (5) weeks  
Six (6) weeks

Vacation pay for employees shall be at the employee's weekly rate of pay.

(B) For the purposes of computing vacation to which an employee may be entitled, all employees shall have a common anniversary date of December 31. In order that no employees be penalized by reason of the common anniversary date, the following accrual periods shall be observed:

1. During the first year of employment, vacation will be earned at a rate of 1/6th of a week's vacation for each full month worked from the employee's date of hire to the common anniversary date.
2. During the fifth year of employment vacation will be earned at the rate of 1/4th of a week's vacation for each full month worked from the employee's fourth (4<sup>th</sup>) anniversary date to the common anniversary date.
3. During the twelfth year of employment, vacation will be earned at the rate of 1/3rd of a week's vacation for each full month worked from the employee's eleventh (11<sup>th</sup>) anniversary date to the common anniversary date.
4. During the seventeenth year of employment, vacation will be earned at the rate of 5/12th of a week's vacation for each full month worked from the employee's seventeenth (17<sup>th</sup>) anniversary date to the common anniversary date.
5. During the twenty-fifth year of employment, vacation will be earned at the rate of 1/2th of a week's vacation for each full month worked from the employee's twenty-fourth (24<sup>th</sup>) anniversary date to the common anniversary date.

For those employees hired prior to the sixteenth (16<sup>th</sup>) of the month, computation will be made as of the first day of the month hired.

For those employees hired from the sixteenth (16<sup>th</sup>) to the end of the month, computation will be made effective the next month.

- (C) The right to schedule an employee's vacation period is reserved by the City. Employees shall notify the City by February 1, of each year of their choice of vacation dates. The City will post the vacation schedule by March 1, of each year. Wherever possible the City will seek to accommodate employees as to vacation dates. Any conflict in choice shall be resolved on the basis of departmental seniority. Request for vacation period changes must be made at least two weeks prior to the beginning of the previously approved vacation period. The City may reschedule an employee's vacation period for operational reasons provided it notifies the employee's previously approved vacation. Employees shall be required to take their vacation time off from work and may not receive vacation pay in lieu thereof.
- (D) Vacation time may only be transferred from one year to another year with the expressed written consent of the Mayor.
- (E) If a holiday as provided for in Section 10, of this ordinance falls within a full time or permanent part-time employee's scheduled vacation, it will be considered a designated holiday and not a vacation day.
- (F) An eligible employee may elect to receive his vacation check on the pay date prior to the employee's vacation provided two (2) weeks notice has been given of the employee's desire to receive a vacation check.
- (G) An employee who is discharged or who terminates his employment after qualifying for a vacation shall be paid one-twelfth (1/12) the vacation pay due him based upon his completed length of service, for each full month of employment or major fraction thereof for which he has received no vacation pay, provided the employee has given the City two (2) weeks advance notice of his termination of employment. In the event an employee terminates his employment or is discharged and later rehired, he shall be considered a newly-hired employee. In the event of the death of an employee, his accrued vacation pay shall be paid to his surviving spouse or to his estate.
- (H) Any employee who sustains a work related injury covered by Ohio Workers' Compensation will continue to accrue vacation during the period of disability provided the employee returns to his normal duties within one hundred and eighty (180) days of the date of injury.
- (I) Any employee who is receiving compensation for authorized sick leave will continue to earn vacation credits during the period of such compensation from the City.
- (J) "Length of Service" as used in this Section pertaining to vacation schedules means years of employment with South Euclid only. However, any employee of the Municipality who has been

previously employed in a full-time capacity by the State of Ohio or any of its political subdivisions, providing a letter of verification from the prior public employer is submitted within the 1<sup>st</sup> year of employment with the City, is entitled to have such prior service counted as years of employment for the purpose of computing vacation time herein and shall be credited as such on January 1<sup>st</sup> after initial employment with the City.

#### Section 10: HOLIDAYS

The following holidays are hereby established for all full time and permanent part time employees:

All full-time employees of the municipality shall be entitled to time off and to be paid at their hourly rate on the basis of a normally scheduled work day for the following designated holidays:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Christmas Day
Fourth of July	

In addition, each full-time employee is entitled six (6) days each calendar year which are undesignated holidays. Employees earn one (1) undesignated holiday for each two (2) calendar months of employment. (See Section 12 for Waiting Period.) Undesignated holidays for the current calendar year only may be used prior to being earned but can only be taken when time permits as decided by the department head. If an employee terminates his/her employment, any holiday taken by the employee but not earned will be repaid to the city by reducing the employees last pay check.

Permanent part-time employees who are scheduled to work fifty-two weeks per calendar year at regular scheduled hours per week which must be in excess of twenty hours shall be entitled to the designated holidays and undesignated holidays mentioned above. (Payment for permanent part-time employees will be one-fifth (1/5) of their average weekly wage) for each holiday. Employees earn one (1) undesignated holiday for each two (2) calendar months of employment. Undesignated holidays begin to accrue after an employee has completed their waiting period. (See Section 12 for Waiting Period.) Undesignated holidays for the current calendar year only may be used prior to being earned but can only be taken when time permits as decided by the department head. If an employee terminates his/her employment, any holiday taken by the employee but not earned will be repaid to the city by reducing the employees last pay check.

Eligibility. In order to qualify for holiday pay, any employee who has completed their waiting period, (see Section 12 for Waiting Period) must meet the following requirements:

- A. He/she must be a full-time employee or a permanent part-time employee regularly scheduled to work a minimum of twenty (20) hours per week and have seniority as of the date of such holiday;
- B. He/she must be on the active payroll during the week in which the holiday falls (or the prior week if a Sunday holiday is involved);
- C. He/she must work the last full scheduled shift prior to such holiday and the first full scheduled shift immediately following such holiday unless the employee's absence was involuntary and for a reasonable cause.
- D. Employees who desire to take undesignated holidays must meet the above conditions and give two (2) days' prior notification, if possible, as to when they are taking the time off so that the time off can be approved.

Designated Holiday Observance. Sunday holidays shall be observed on Mondays. If any of the above Holidays falls on a Saturday, the preceding Friday shall be observed as the holiday.

Vacation Exception. Employees who are on vacation during the week in which a holiday is observed and who otherwise qualify for holiday pay and who work their full scheduled shift immediately following such vacation will be paid for that holiday.

#### Section 11: HOSPITALIZATION INSURANCE

The City will provide a healthcare plan for full-time employees and those recognized by the current healthcare provider and for the Judge of the South Euclid Municipal Court once they have completed the mandatory waiting period. (See section 12 for waiting period).

Employees who are eligible for health insurance coverage, their dependents and spouses, may voluntarily elect, in writing, not to be covered under the City offered health insurance plan. In the event family coverage is discontinued, the employee may elect to be compensated a minimum of \$400.00 for each month the insurance is discontinued and the employee is not covered by a City health insurance plan. If single coverage is discontinued, the employee may elect to be compensated a minimum of \$144.00 per month for each month the insurance is discontinued and the employee is not covered by a City health insurance plan. Payroll payments under this section will be made the last pay in June and the last pay in December. If two employees are both eligible for family coverage through the city paid health insurance and one of the employees enrolls for family

coverage, it renders the other employee ineligible to receive the voluntary waiver of health insurance compensation.

Employees who wish to re-enroll in family or single hospitalization insurance coverage with the City may do so during the various insurance plans' normal enrollment period provided the employee, spouse and dependents meet the eligibility requirements for enrollment. As part of the election not to be covered under the City hospitalization insurance plans, the employee, spouse and dependents must acknowledge that if they should seek re-enrollment in the insurance plans offered by the City, they may not be covered by such carriers for any pre-existing conditions. In addition, the City may require periodic proof of coverage elsewhere. (City to draft waiver.)

Effective January 1, 1999, for all eligible full time employees who have completed two (2) months of service calculated from the employee's date of hire the City will pay the premiums for a minimum \$20,000.00 term life and accidental death and dismemberment insurance.

#### Section 12: PROBATION PERIOD – WAITING PERIOD

12(a) Probation Period – The Probationary Period is considered the first 90 days of employment.

All employees shall be considered to be probationary employees until they have completed their probationary period.

12(b) Waiting Period – The waiting period is the first 2 months of employment, to be calculated as follows: If your hire date falls on the 1<sup>st</sup> through the 15<sup>th</sup> of the month, that month will help satisfy your waiting period. If your hire date falls on the 16<sup>th</sup> through the 31<sup>st</sup> of the month, that month will not help satisfy your waiting period.

Benefits including holidays, sick time and hospitalization shall start to accrue beginning with the third (3rd) month for eligible employees who have completed their waiting period pursuant to Section 9, 10 and 11.

Section 13: That officers and employees of the Municipal Government shall be paid bi-weekly, except as otherwise determined by the head of the various departments. All salaries and wages accrued on and after January 1, 2021 shall be paid at the rate provided in this Ordinance.

#### Section 14: EXPENSE

Any full time, part-time or special employee who is required to use a personal vehicle in the performance of said employee's municipal duties other than transportation to and from his place of work, shall be reimbursed therefore, at the rate per mile that is currently in effect per IRS Regulations, upon submission to the Finance Director the record indicating the date, time and purpose of such use, and the number of miles driven.

Any employee who, with prior approval of his department head, is required to be beyond the limits of this municipality in the performance of his municipal duties, or to receive training therefore, shall be reimbursed for the cost of his overnight accommodation and necessary meals consistent with reasonable rates prevailing, as approved by the responsible department head and Mayor.

#### Section 14A: REIMBURSEMENT FOR APPROVED EDUCATIONAL COURSE COSTS.

For all job related subjects required to attain a Bachelor's Degree taken by full time city personnel during an employee's employment and for such other subjects as are approved by the Mayor for department members, the City will reimburse a department member for the costs of said course(s), including applicable tuition, fees, cost of books and related materials necessary in the completion of such course(s), less any amount paid by a federal or public agency toward the cost of said course(s).

The following enumerated conditions and requirements are hereby established as conditions precedent to the reimbursement provided above for approved educational courses:

- A. Full time department members must have completed two continuous years of service in the City before they will be entitled to reimbursement for approved educational courses under this Article.
- B. For reimbursement, a minimum of grade "C" or its equivalent is required to qualify for such reimbursement.
- C. Reimbursement will be paid only at the end of the school quarter or semester upon submission to the satisfaction of the Mayor of the School transcript or other competent evidence that the courses were successfully completed in that particular calendar year.

Section 15: That original Ordinance No. 21-16, the Ordinance fixing the salary, compensation and rates of pay for various offices, boards, commissions and departments of the Municipal Government and all other ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provisions of this Ordinance be and the same are hereby repealed.

Section 16: 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 17: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety for the reason that the functions of the various departments of the municipal government are immediately affected hereby. Wherefore, this Ordinance shall take effect upon passage and approval and the signature of the Mayor.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Joseph Frank, President of Council

Approved:

\_\_\_\_\_  
Georgine Welo, Mayor

Attest:

\_\_\_\_\_  
Keith A. Benjamin, Clerk of Council

Approved as to form:

\_\_\_\_\_  
Michael P. Lograsso, Director of Law

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 18-21  
INTRODUCED BY: Frank  
REQUESTED BY: Mayor

April 12, 2021

A RESOLUTION  
PROCLAIMING APRIL 2021 TO BE NATIONAL POETRY MONTH IN THE CITY OF  
SOUTH EUCLID, OHIO.

WHEREAS, the Academy of American Poets established the month of April as *National Poetry Month* in 1996; and

WHEREAS, *National Poetry Month* seeks to highlight the extraordinary legacy and ongoing achievement of American poets, introduce Americans to the pleasures and benefits of reading poetry, bring poets and poetry to the public in immediate and innovative ways, and make poetry an important part of our children's education; and

WHEREAS, *National Poetry Month*, under the leadership and direction of the Academy of American Poets, is now the largest literary celebration in the world; and

WHEREAS, poetry enhances and enriches the lives of all Americans; and

WHEREAS, poetry, as an essential part of the arts and humanities, affects every aspect of life in America today, including education, the economy, and community pride and development; and

WHEREAS, poetry has produced some of the nation's leading creative artists and has inspired other artists in fields such as music, theatre, film, dance, and the visual arts; and

WHEREAS, the City of South Euclid values and recognizes the benefits of poetry and the arts in our society; and

WHEREAS, the City of South Euclid is proud to have our own Poet Laureate, Dr. Mike Janning, working to enhance and enrich the lives of all South Euclidians.

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

Section 1: This Council hereby proclaims April 2021 to be *National Poetry Month* in the City of South Euclid and urges all residents to observe this month, to celebrate the cultural riches our community has to offer, and to recognize the important role of poetry in creating and sustaining this great city with appropriate ceremonies, activities, and programs.

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, health, and safety and for the further reason that a vital function of the Municipal government is effected thereby. 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

Approved:

\_\_\_\_\_  
Georgine Welo, Mayor

Attest:

\_\_\_\_\_  
Keith A. Benjamin, Clerk of Council

Approved as to form:

\_\_\_\_\_  
Michael P. Lograsso, Director of Law

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 19-21  
INTRODUCED BY: Frank  
REQUESTED BY: Mayor

April 12, 2021

A RESOLUTION  
PROCLAIMING APRIL 2021 TO BE FAIR HOUSING MONTH IN  
THE CITY OF SOUTH EUCLID, OHIO.

WHEREAS, The Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, The Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, The City of South Euclid is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS, Our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

WHEREAS, More than fifty years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated; and

WHEREAS, Acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness; and

WHEREAS, the City of South Euclid is proud to have one of the strongest Fair Housing Laws in Ohio.

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

Section 1: The Council and Mayor of the City of South Euclid hereby declare the month of April 2021 as Fair Housing Month in the City of South Euclid and will continue to work to advocate for equal housing opportunities for all residents and prospective residents.

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, health, and safety and for the further reason that a vital function of the Municipal government is effected thereby. 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

## Memorandum

**To:** Members of Council  
**From:** Keith Ari Benjamin, Director of Community Services  
**Date:** April 9, 2021  
**RE:** Resolutions 20-21; 21-21; and 22-21

Resolutions 20-21; 21-21 & 22-21 are companion pieces of legislation in reference to the sale of general obligation bond notes for 2021 road projects. Ordinance 03-21 authorizing the sale of notes for \$1,638,000 was approved by City Council on March 8, 2021 and the notes were sold and closed on March 31, 2021. The Series 2021 Street Improvement Notes were successfully sold by Fifth Third to investors at a 0.20% Yield. The coupon on the Notes is 0.875%, which generates a small additional premium to the City. The buyers of the notes were:

- City of Independence: \$819,000
- City of North Royalton: \$819,000
  
- Res. 20-21 Appropriates \$10,928.50 to the Road Improvement and Resurfacing Fund for issuance feed related to the sale of notes.
- Res. 21-21 Appropriates \$1,638,000 to the Road Improvement & Resurfacing Fund for 2021 road projects.
- Res. 22-21 Appropriates \$11,023.74 from the sale of the notes to the Bond Retirement Fund.

Please don't hesitate to let us know if you have any questions or need additional information.

Thank you.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 20-21  
INTRODUCED BY: Frank  
REQUESTED BY: Mayor

April 12, 2020

A RESOLUTION

AUTHORIZING THE APPROPRIATION OF UNAPPROPRIATED FUNDS IN THE FOLLOWING FUND: "ROAD IMPROVEMENT AND RESURFACING FUND #425" IN THE AMOUNT OF \$10,928.50 FOR ISSUANCE FEES RELATED TO THE SALE GENERAL OBLIGATION BOND ANTICIPATION NOTES RELATED TO 2021 ROAD AND INFRASTRUCTURE IMPROVEMENT PROJECTS.

WHEREAS, City Council has approved Ordinance 03-21 providing for the issuance of General Obligation Bond Anticipation Notes; and

WHEREAS, the cost of issuance related to the sale of road improvement notes is \$10,928.50.

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 hereby authorizes the Finance Director to appropriate unappropriated funds in the "Road Improvement and Resurfacing #425" Fund in the amount of \$10,928.50 for issuance fees related to the sale of Road Improvement Notes.

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

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 21-21  
INTRODUCED BY: Frank  
REQUESTED BY: Mayor

April 12, 2021

A RESOLUTION

AUTHORIZING THE APPROPRIATION OF UNAPPROPRIATED FUNDS IN THE FOLLOWING FUND: "ROAD IMPROVEMENT AND RESURFACING FUND #425" IN THE AMOUNT OF \$1,638,000 AS PROCEEDS FROM THE SALE OF BOND ANTICIPATION NOTES RELATED TO 2021 ROAD AND INFRASTRUCTURE IMPROVEMENT PROJECTS.

WHEREAS, City Council has approved Ordinance 03-21 providing for the issuance of General Obligation Bond Anticipation Notes; and

WHEREAS, funds must be appropriated for purposes of costs related to 2021 Road and Infrastructure Improvement Projects is \$1,638,000.

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 hereby authorizes the Finance Director to appropriate unappropriated funds in the "Road Improvement and Resurfacing #425" Fund in the amount of \$1,638,000 for 2021 Road and Infrastructure Improvement Projects.

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

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 22-21  
INTRODUCED BY: Frank  
REQUESTED BY: Mayor

April 12, 2021

A RESOLUTION

AUTHORIZING THE APPROPRIATION OF UNAPPROPRIATED FUNDS IN THE FOLLOWING FUND: "BOND RETIREMENT FUND #327" IN THE AMOUNT OF \$11,023.74 FOR THE NOTE PREMIUM RELATED TO THE SALE OF BOND ANTICIPATION NOTES RELATED FOR 2021 ROAD AND INFRASTRUCTURE IMPROVEMENT PROJECTS.

WHEREAS, City Council has approved Ordinance 03-21 providing for the issuance of General Obligation Bond Anticipation Notes.

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 hereby authorizes the Finance Director to appropriate unappropriated funds in the "Bond Retirement Fund #327".

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