

THE CITY OF SOUTH EUCLID
SCHEDULE OF MEETING
July 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
and click the "Join City Council Meeting Link"
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**The Password to Join the Meeting is:
qNRidu3Rt65 (76743837 from phones and video systems)**

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. MINUTES OF MEETINGS: June 14, 2021 & June 28, 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
8. REPORT OF COUNCIL COMMITTEES
9. LEGISLATION REQUESTED BY THE MAYOR & ADMINISTRATION

1. Resolution 36-21 Authorizing the Mayor to enter into an agreement with Brandstetter Carroll, Inc. for site analysis, engineering, design, bid and construction documents related to the Victory Park Improvement Project. First Reading.
2. Resolution 37-21 Authorizing the appropriation of unappropriated funds in the General Fund in an amount not to exceed \$56,000 to the following fund: "Community Relations Fund #101-4440-52799" for professional services related to the Victory Park Project. First Reading.
3. Resolution 38-21 Authorizing the appropriation of unappropriated funds in an amount not to exceed \$260,000 in the "Road Improvement Fund #425" for the Harwood Road Community Development Block Grant Fund Resurfacing Project. First Reading.
4. Ordinance 15-21 Assessing all unpaid costs of false alarm – nuisance abatements, as authorized by Chapter 531 of the Codified Ordinances of the City of South Euclid, Ohio, the Cuyahoga County Common Pleas Court and the Ohio Revised Code; and declaring an emergency. First Reading.

5. Ordinance 16-21
Assessing unpaid costs of Service Department – Nuisance Abatement (yard clean-up, boarding charges, etc.) as authorized by Section 521.14 (D) of the Codified Ordinances of the City of South Euclid, Ohio; and declaring an emergency. First Reading.
6. Ordinance 17-21
Assessing unpaid costs of Nuisance Abatement (high grass, weeds, etc.) as authorized by Section 521.14 (D), of the Codified Ordinances of the City of South Euclid, Ohio; and declaring an emergency. First Reading.
7. Ordinance 18-21
Assessing all unpaid costs of Criminal Nuisance Abatements, as authorized by Chapter 531 of the Codified Ordinances of the City of South Euclid, Ohio, the Cuyahoga County Common Pleas Court and the Ohio Revised Code; and declaring an emergency. First Reading.

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

11. **COMMUNICATIONS OF CITY COUNCIL**

12. **ADJOURN TO EXECUTIVE SESSION** to discuss pending litigation.

13. **ADJOURN**



COME TOGETHER & THRIVE

Memorandum

To: Members of City Council

From: Keith Ari Benjamin, Director of Community Services

Re: Victory Park Project Professional Services Agreement

Date: July 8, 2021

There are two pieces of legislation on the Agenda to move forward with the Victory Park Improvement Project:

- Resolution 36-21 authorizes the Mayor to enter into an agreement with Brandstetter Carroll, Inc. for site analysis, engineering, design, bid and construction documents for the project. A copy of the agreement was emailed to members of City Council on July 7th and is also attached to the legislation.
- Resolution 37-21 authorizes the appropriation of funds for the above mentioned professional services in an amount not to exceed \$56,000.

Upon approval by City Council, completion of the project by phase will be within the time frames outlined below:

- Site Analysis and Base Map Phase - 30 days from issuance of agreement signed and notice to proceed.
- Program Development Phase - 45 days from issuance from agreement signed and Notice to Proceed.
- Concept Plan Phase - 30 days after approval of the features in the Program Development Phase.
- Construction Documents Phase - 45 days after completion of the approved Master Plan.
- Bidding and Award Phase - During the bid advertisement period.
- Construction Administration Phase - Throughout an estimated six-month construction phase.

It is our goal to present legislation to City Council to bid the project construction at the September 13th Meeting of City Council, with completion by late-spring 2022 (weather and technical issues permitting). Please don't hesitate to let me know if you have any questions or need additional information.

Thank you.

1349 South Green Road • South Euclid, Ohio 44121-3985 • 216.381.0400 • Fax 216.291.4959

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CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 36-21
INTRODUCED BY: Frank
REQUESTED BY: Mayor

July 12, 2021

A RESOLUTION

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH BRANDSTETTER CARROLL, INC. FOR SITE ANALYSIS, ENGINEERING, DESIGN, BID AND CONSTRUCTION DOCUMENTS RELATED TO THE VICTORY PARK IMPROVEMENT PROJECT.

WHEREAS, the City of South Euclid desires to enter into an agreement with Brandstetter Carroll, Inc. for site analysis, engineering, design, bid and construction documents related to the planned Victory Park Improvement Project; and

WHEREAS, costs for services shall not exceed \$56,000.

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 Brandstetter Carroll, Inc. for site analysis, engineering, design, bid and construction documents for the Victory Park Improvement Project in an amount not to exceed \$56,000. A copy of said 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

AIA[®] Document B104™ – 2017

Standard Abbreviated Form of Agreement Between Owner and Architect

AGREEMENT made as of the Seventh day of July in the year Two Thousand Twenty-One
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of South Euclid
1349 South Green Road
South Euclid, Ohio 44121

and the Architect:
(Name, legal status, address and other information)

Brandstetter Carroll, Inc.
1220 West 6th Street, Suite 300
Cleveland, Ohio 44113

for the following Project:
(Name, location and detailed description)

Victory Park Improvements
1370 Victory Drive
South Euclid, Ohio 44121

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth below:

(State below details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, and other information relevant to the Project.)

Request for Proposal dated April 20, 2021.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services set forth in this Agreement consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.8:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

Commercial General Liability – Each occurrence \$1,000,000 Limit
Medical Expense (any one person) \$10,000 limit
General Aggregate \$2,000,000
Products – Comp/OP Aggregate \$2,000,000
Excess/Umbrella Liability - Each occurrence \$5,000,000, Aggregate \$5,000,000

.2 Automobile Liability

Combined Single Limit (Each Accident) \$1,000,000

.3 Workers' Compensation

Bodily Injury by Accident \$500,000 each accident
Bodily Injury by Disease \$500,000 each employee
Bodily Injury by Disease \$500,000 Policy Limit

.4 Professional Liability

Ohio Stop Gap – Employers Liability \$1,000,000
Professional Liability – Each Claim \$2,000,000

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on (1) the accuracy and completeness of the services and information furnished by the Owner and (2) the Owner's approvals. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.2 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.3 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall discuss with the Owner the Owner's program, schedule, budget for the Cost of the Work, Project site, and alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the Project requirements.

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§ 3.2.3 The Architect shall consider the relative value of alternative materials, building systems and equipment, together with other considerations based on program, aesthetics, and any sustainable objectives, in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.4 Based on the Project requirements, the Architect shall prepare Design Documents for the Owner's approval consisting of drawings and other documents appropriate for the Project and the Architect shall prepare and submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.5 The Architect shall submit the Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Construction Documents Phase Services

§ 3.3.1 Based on the Owner's approval of the Design Documents, the Architect shall prepare for the Owner's approval Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.4.4.

§ 3.3.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.3.3 The Architect shall submit the Construction Documents to the Owner, update the estimate for the Cost of the Work and advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.3.4 The Architect, following the Owner's approval of the Construction Documents and of the latest estimate of the Cost of the Work, shall assist the Owner in obtaining bids or proposals and awarding and preparing contracts for construction.

§ 3.4 Construction Phase Services

§ 3.4.1 General

§ 3.4.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A104™-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A104-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.4.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.4.1.3 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.4.2 Evaluations of the Work

§ 3.4.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work

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completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.4.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents and has the authority to require inspection or testing of the Work.

§ 3.4.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.4.2.4 When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 3.4.2.5 The Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.4.3 Certificates for Payment to Contractor

§ 3.4.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.4.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified.

§ 3.4.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.4.4 Submittals

§ 3.4.4.1 The Architect shall review and approve, or take other appropriate action, upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or any construction means, methods, techniques, sequences or procedures.

§ 3.4.4.2 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.4.4.3 The Architect shall review and respond to written requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness.

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§ 3.4.5 Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.4.6 Project Completion

The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services are not included in Basic Services but may be required for the Project. The Architect shall provide the Supplemental Services indicated below, and the Owner shall compensate the Architect as provided in Section 11.2. Supplemental Services may include programming, site evaluation and planning, environmental studies, civil engineering, landscape design, telecommunications/data, security, measured drawings of existing conditions, coordination of separate contractors or independent consultants, detailed cost estimates, on-site project representation beyond requirements of Section 4.2.2, value analysis, interior architectural design, tenant related services, preparation of record drawings, commissioning, sustainable project services, and any other services not otherwise included in this Agreement. *(Identify below the Supplemental Services that the Architect is required to provide and insert a description of each Supplemental Service, if not further described in an exhibit attached to this document.)*

Boundary and Topographic Survey.

§ 4.2 The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3.

§ 4.2.1 The Architect shall provide services necessitated by a change in the Initial Information, changes in previous instructions or approvals given by the Owner, or a material change in the Project including size; quality; complexity; the Owner's schedule or budget for Cost of the Work; or procurement or delivery method as an Additional Service.

§ 4.2.2 The Architect has included in Basic Services fifteen (15) visits to the site by the Architect during construction. The Architect shall conduct site visits in excess of that amount as an Additional Service.

§ 4.2.3 The Architect shall, as an Additional Service, provide services made necessary by a Contractor's proposed change in the Work. The Architect shall prepare revisions to the Architect's Instruments of Service necessitated by Change Orders and Construction Change Directives as an Additional Service.

§ 4.2.4 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until

final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project; a written legal description of the site; and services of geotechnical engineers or other consultants, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project.

§ 5.4 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.5 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests; tests for air and water pollution; and tests for hazardous materials.

§ 5.6 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.7 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.8 The Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents.

§ 5.9 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.10 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, construction procurement activities have not commenced within 90 days after the Architect submits the Construction Documents to the Owner the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's current budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums when due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.6.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Mediation, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.3 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *BCI Standard Provisions (Exhibit B)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

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§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, Reimbursable Expenses incurred, and all costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

As mutually agreed upon.

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

As mutually agreed upon.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A104-2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates or consents, the proposed language of such certificates or consents shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. However, the Architect's materials shall not include information the Owner has identified in writing as confidential or proprietary. The Owner shall provide professional

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credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum
(Insert amount)

Forty-Nine Thousand Three Hundred Forty Dollars (\$49,340.00)
- .2 Percentage Basis
(Insert percentage value)

()% of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.
- .3 Other

§ 11.2 For Supplemental Services identified in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Boundary and Topographic Survey – Six Thousand Five Hundred Dollars (\$6,500.00)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

As mutually agreed upon.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Design Phase	\$14,820.00
Construction Documents Phase	\$23,030.00
Construction Phase	\$11,490.00
<hr/>	
Total Basic Compensation	\$49,340.00

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

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§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit A

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally maintained by the Architect and the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 Payments to the Architect

§ 11.9.1 Initial Payment

An initial payment of zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.9.2 Progress Payments

§ 11.9.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

§ 11.9.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.9.2.3 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

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Not applicable.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B104™-2017, Standard Abbreviated Form of Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)

Not applicable.

- .3 Exhibits:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.)


Exhibit A – Project Approval and Fee from proposal
Exhibit B – BCI Short Agreement Standard Provisions

- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Benjamin E. Brandstetter, President

(Printed name, title, and license number, if required)

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EXHIBIT A

PROJECT APPROACH & FEE

A. PROJECT UNDERSTANDING

The City of South Euclid recently completed a Strategic Parks and Recreation Plan through its Community Recreation Advisory Committee. This plan identified a variety of facilities and amenities that are missing in the community, especially those with opportunities for persons age 50+, which is a growing segment of the population. With the goal of providing these facilities, the decision was made to locate them at Victory Park at the existing Community Center so the indoor and outdoor facilities may complement each other and for efficiency of staff for programming.

The City desires to engage a creative consulting firm to lead them through a process of researching and deciding upon the variety of features to be included and then to arrange them on the site in a cohesive manner.

B. PROJECT APPROACH

1. Site Analysis Phase & Base Map

- a. **Boundary and Topographic Survey** - Prepare a boundary and topographic survey to document the existing conditions on the site to include locations of known utilities, contours, roads, curbs, paving, structures, and all other features on the site. On-site surveying and drone imagery will be used.
- b. Perform an **analysis of the site**, noting such elements as historical use of the site, topographic features, access to the site, surrounding land use, wind and sun orientation as it impacts recreation facilities, existing utilities in the area and the visual impact of the proposed development. The result of this phase will be a Site Analysis Summary Map and text.

2. Program Development Phase

- a. Use a listing of existing park development within the City, previous public engagement findings, existing data that is available in the form of the recently completed Parks and Recreation Master Plan, and meetings with select staff of the City to determine the desired facilities to be considered for this park.
- b. Prepare a prioritized list of facilities and associated sizes of those facilities (for example, pickleball courts dimensions, bocce requirements, garden ben options, picnic shelter capacity, exercise station sizes, etc.).
- c. Research and prepare illustrations boards of various alternative options, styles, character, etc. for the desired features. Include relative costs for the various features.
- d. Meet with the Steering Committee to review and decide on the most-desired features.

3. Concept Plan

- a. **Preliminary Concept Plan** - Prepare a Preliminary Concept Plan showing the location and configuration of the facilities as prioritized during the Program Development Phase.
- b. **Cost Estimate** - Prepare an Opinion of Probable Construction cost based upon the Preliminary Concept Plan.
- c. **Review Meeting** - Present the Preliminary Concept Plan at a meeting which includes representatives from the City for their review and comments.
- d. **Final Concept Plan** - Based upon review comments, prepare a color rendered Final Concept Plan which illustrates the desired features and relationships of the park.
- e. **Updated Cost Estimate** - Update the Opinion of Probable Construction Cost.
- f. **Presentations** - Present the Final Concept Plan to the City Leadership, Council, and then to the public.

4. Construction Documents Phase

a. Construction Documents - Prepare the following Construction Drawings:

- i. Existing Site Conditions Plan
- ii. Layout and Materials Plan
- iii. Stormwater and Pollution Prevention Plan
- iv. Grading Plan and Earthwork
- v. Utility Design
- vi. Construction Details for the proposed facilities that will be included

b. Preparation of **Bidding and Contract Documents** including Technical Specifications, General Requirements, Bidding Requirements, etc.

c. **Permitting** - Submit documents for required permits.

5. Bidding and Award Phase

a. Assist the Owner with the bidding of the project. The bid sets will be distributed through the Consultant's office or a local blueprint service.

b. Answer potential Contractor's questions during the bidding process and issue addenda as necessary.

c. Evaluate bids and make recommendation regarding the award of the Contract to the successful Contractor.

6. Construction Administration Services

a. Assist the Owner in administration of the Contract by performing the following:

- i. Perform bi-weekly visits to the site to observe the construction progress and to inspect the Contractor's performance. This shall include a maximum of 15 visits to the site;
- ii. Assist in obtaining necessary permits and inform utility companies of proposed improvements;
- iii. Review Contractor's pay requests;
- iv. Review shop drawings submitted by the Contractor;
- v. Consult with the Contractor and the Owner on problems which may arise during the course of construction and advise of needed action; and
- vi. Perform final observations.

C. FEES AND CONDITIONS

1. For the above-referenced Scope of Services, the Consultant estimates the following fees.
2. The table on the following page provides a breakdown of hours by staff, task, and phase.
3. The Consultant will invoice the Owner monthly based upon the percentage of work completed.
4. The Owner will provide and coordinate the invitations and meeting space for client review meetings.

D. TIME OF COMPLETION

- 1. Completion of the project by phase will be within the time frames outlined below:
 - a. Site Analysis and Base Map Phase - 30 days from issuance of a Notice to Proceed.
 - b. Program Development Phase - 45 days from issuance of a Notice to Proceed.
 - c. Concept Plan Phase - 30 days after approval of the features in the Program Development Phase.
 - d. Construction Documents Phase - 45 days after completion of the approved Master Plan.
 - e. Bidding and Award Phase - During the bid advertisement period.
 - f. Construction Administration Phase - Throughout an estimated six-month construction phase.

E. OPINION OF PROBABLE CONSTRUCTION COST

Based on BCI's experience with recent similar projects, we offer the following rough opinion of probable construction cost for the elements represented in the Concept Plan provided with the RFP.

Bocce Courts	\$ 50,000.00
Horseshoe Pits	20,000.00
Pickleball Courts	50,000.00
Community Garden	20,000.00
Garden Storage Shed	5,000.00
Exercise Area	
Pavement	10,000.00
Equipment allowance	40,000.00
Picnic Shelter	70,000.00
Seating allowance	30,000.00
Open green space	20,000.00
Walking paths	35,000.00
Lighting	20,000.00
Landscaping	15,000.00
Miscellaneous	<u>20,000.00</u>
Total	\$ 405,000.00

HOURLY RATES

Brandstetter Carroll Inc.

Principal	\$190.00
Senior Professional Engineer	\$150.00
Senior Registered Architect	\$150.00
Senior Registered Landscape Architect	\$130.00
Survey Crew	\$125.00
Registered Surveyor	\$120.00
Project Engineer	\$115.00
Registered Architect	\$110.00
Professional Architect	\$110.00
Landscape Architect	\$110.00
Construction Administrator	\$110.00
Senior Technician	\$100.00
City Planner	\$ 95.00
Engineer-in-training	\$ 85.00
Intern Architect	\$ 75.00
Intern Landscape Architect	\$ 65.00
Resident Inspector	\$ 65.00-75.00
Auto CAD/GIS Operator	\$ 65.00
Clerical	\$ 55.00

Dempsey Surveying Company

Robotic Crew/Solo:	\$155.00
2-Person field crew with total station	\$205.00
Principal	\$125.00
Professional Surveyor/Mapping technician	\$105.00/\$100.00
Secretarial	\$55.00

Regency Construction Services

Lead Architect/Structural/Civil	\$115.00
Electrical	\$110.00

TEC Engineering

Principal	\$170.00
Engineer III	\$150.00
Engineer II	\$130.00
Engineer I	\$115.00
Designer III	\$140.00
Designer II	\$115.00
Designer I	\$100.00
Support Staff	\$ 75.00

DESIGN FEE STRUCTURE

TASK	Brandstetter Carroll Inc.						TEC	Regency		Dempsey	Total Hours	Task Fee	Subtotal by Phase
	Principal / Proj Mgr.	Senior Arch/LA / Eng	Registered LA / Arch/ Eng	Senior Planner / GIS	Grad LA / Planner	Clerical	Elec Eng.	Lead Arch/ Struc/ Civil	Electrical	Dempsey			
	Rate	\$190	\$150	\$115	\$95	\$75	\$55	\$150	\$115	\$110			
EVALUATE PHASE													
A. Site Analysis & Base Map													
1 Boundary Survey											\$2,500	0	\$2,500
2 Topographic Survey											\$4,000	0	\$4,000
3 Site Analysis			8	8								16	\$2,120
4 Site Analysis Summary			4			4						8	\$900
Subtotal Hours		0	12	8	0	4	0	0	0	0		24	
Subtotal Fees		\$0	\$1,800	\$920	\$0	\$300	\$0	\$0	\$0	\$0	\$6,500	\$9,520	\$9,520
B. Program Development Phase													
1 Review past plans and data				4		4						8	\$760
2 Prioritized list of facilities & criteria		2		8								10	\$1,300
3 Illustration Boards of Park Features						8						8	\$600
4 Steering Committee Meeting		4										4	\$760
Subtotal Hours		6	0	12	0	12	0	0	0	0		30	
Subtotal Fees		\$1,140	\$0	\$1,380	\$0	\$900	\$0	\$0	\$0	\$0	\$0	\$3,420	\$3,420
C. Concept Plan													
1 Preliminary Concept Plan			8			16						24	\$2,400
2 Cost Estimate									12	4		16	\$1,820
3 Review Meeting		4										4	\$760
4 Final Concept Plan			4			8						12	\$1,200
5 Updated Cost Estimate									8	2		10	\$1,140
6 Presentations		4				4						8	\$1,060
Subtotal Hours		8	12	0	0	28	0	0	20	6		48	
Subtotal Fees		\$1,520	\$1,800	\$0	\$0	\$2,100	\$0	\$0	\$2,300	\$660	\$0	\$8,380	\$8,380
D. Construction Documents													
1 Site Plans		8	40			40						100	\$12,320
2 Details		4	16	8		16						46	\$5,580
3 Specifications			4				8	4				16	\$1,640
4 Contract Documents		2	2				2					6	\$790
5 Update Cost Estimate			2						4	2		8	\$980
6 Permitting			8				4	2				14	\$1,720
Subtotal Hours		14	72	8	0	56	14	20	4	2		190	
Subtotal Fees		\$2,660	\$10,800	\$920	\$0	\$4,200	\$770	\$3,000	\$460	\$220	\$0	\$23,030	\$23,030
E. Bidding and Award Phase													
1 Assist in Bidding		2	6									8	\$1,280
2 Answer Bidders' Questions			6									6	\$900
3 Evaluate Bids		2										2	\$380
Subtotal Hours		4	12	0	0	0	0	0	0	0		16	
Subtotal Fees		\$760	\$1,800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,560	\$2,560
F. Construction Administration Services													
1 Bi-Weekly Review Meetings (15 visits)				30								30	\$3,450
2 Permitting			6				4					10	\$1,120
3 Review Pay Requests			12									12	\$1,800
4 Review Shop Drawings												0	\$0
5 Consult on issues and questions				8								8	\$1,200
6 Final Observations		4	4									8	\$1,360
Subtotal Hours		4	30	30	0		4					68	
Subtotal Fees		\$760	\$4,500	\$3,450	\$0		\$220					\$8,930	\$8,930
TOTAL HOURS		36	138	58	0	100	18	20	24	8		402	
TOTAL FEE		\$6,840	\$20,700	\$6,670	\$0	\$7,500	\$990	\$3,000	\$2,760	\$880	\$6,500	\$55,840	\$55,840

BRANDSTETTER CARROLL INC. STANDARD PROVISIONS

- (1) **Consultant's Scope of Services and Additional Services.** The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform additional services ("Additional Services"), and such Additional Services shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates.
- (2) **Client's Responsibilities** - In addition to other responsibilities described herein or imposed by law, the Client shall:
- (a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - (b) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site surveys and engineering data, environmental impact assessments or statements, zoning or other land use regulations, etc., upon all of which the Consultant may rely.
 - (c) Arrange for access to the park sites and other public property as required for the Consultant to provide its services.
 - (d) Review all documents or reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
 - (e) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope and timing of the Consultant's services or any defect or noncompliance in any aspect of the project.
- (3) **Period of Services** – Unless otherwise stated herein, the Consultant will begin work timely after receipt of an executed copy of this Agreement and will complete the services in a reasonable time. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.
- (4) **Method of Payment** - Compensation shall be paid to the Consultant in accordance with the following provisions:
- (a) Invoices will be submitted by the Consultant to the Client periodically for services performed and expenses incurred. Payment of each invoice will be due within 30 days of receipt.
- (5) **Termination** - The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.
- (6) **Insurance** - The Consultant is protected by Workers' Compensation insurance, professional liability insurance, and general liability insurance and will exchange certificates of insurance upon request. If the Client directs the Consultant to obtain increased insurance coverage, or if the nature of the Consultant's activities requires additional insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(7) **Standard of Care** In performing its professional services, the Consultant will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(8) **Dispute Resolution** - All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Rules of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within two years of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

(9) **Assignment and Subcontracting** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement without the written consent of the Consultant. No other sub-consultants will be utilized without the written consent of the Client.

(10) **Miscellaneous Provisions** This Agreement is to be governed by the law of the State of Ohio. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 37-21
INTRODUCED BY: Frank
REQUESTED BY: Mayor

July 12, 2021

A RESOLUTION

AUTHORIZING THE APPROPRIATION OF UNAPPROPRIATED FUNDS IN THE GENERAL FUND IN AN AMOUNT NOT TO EXCEED \$56,000.00 TO THE FOLLOWING FUND: "COMMUNITY RELATIONS FUND #101-4440-52799" FOR PROFESSIONAL SERVICES RELATED TO THE VICTORY PARK PROJECT.

WHEREAS, the City of South Euclid has approved legislation authorizing the Mayor to enter into an agreement with Brandstetter Carroll, Inc. for site analysis, engineering, design, bid and construction documents related to the planned Victory Park Improvement Project; and

WHEREAS, funds must be appropriated for said professional services.

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 from the General Fund to "Community Relations Fund #101-4440-52799" in an amount not to exceed \$56,000.00.

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

Memorandum

To: Members of Council

From: Keith Ari Benjamin, Director of Community Services

Date: July 8, 2021

RE: Res. 38-21 Harwood Road Community Block Grant Fund Resurfacing Project

As discussed in Council Committee, the City of South Euclid applied for and was awarded a grant in the amount of \$150,000 for the 2021 resurfacing of Harwood Road.

Resolution 38-21 appropriates the estimated cost in an amount not to exceed of \$260,000 available in the City's Road Improvement Fund #425 for the Harwood Road Resurfacing Project. The \$150,000 CDBG grant from the Cuyahoga County Department of Development is a reimbursement grant, which will be forwarded to the City upon completion of the project and necessary reporting documents.

Thank you.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 38-21
INTRODUCED BY: Frank
REQUESTED BY: Mayor

July 12, 2021

A RESOLUTION

AUTHORIZING THE APPROPRIATION OF UNAPPROPRIATED FUNDS IN AN AMOUNT NOT TO EXCEED \$260,000 IN THE "ROAD IMPROVEMENT FUND #425" FOR THE HARWOOD ROAD COMMUNITY DEVELOPMENT BLOCK GRANT FUND RESURFACING PROJECT.

WHEREAS, the City of South Euclid has been awarded a Community Development Block Grant from Cuyahoga County in the amount of \$150,000 for the Harwood Road Resurfacing Project in the City of South Euclid; and

WHEREAS, funds must be appropriated to pay for the road resurfacing project, which is estimated not to exceed \$260,000 and includes the CDBG grant award of \$150,000.

WHEREAS, \$150,000 will be reimbursed to the City by Cuyahoga County upon completion of the project.

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 Fund #425 for the "Hinsdale Road Community Development Block Grant Fund Resurfacing Project in an amount not to exceed \$260,000.00.

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.

Joe 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

To: Members of City Council
From: Keith Ari Benjamin, Director of Community Services
Re: Annual Nuisance Abatement Ordinances
Date: July 8, 2021

On the Council Agenda for Monday will be our annual nuisance abatement ordinances.

The Finance Department prepares the annual legislation in compliance with the City's codified ordinances and Ohio Revised Code and reports all nuisances through June of the current Fiscal Year to be placed on the property tax duplicate. The following ordinances represent the annual nuisance abatement schedule:

- **Ordinance 15-21:** False Alarms
- **Ordinance 16-21:** Service Department Abatements (Yard Clean-up, boarding charges, etc.).
- **Ordinance 17-21:** High Grass, Weeds, etc.
- **Ordinance 18-21:** Criminal Nuisances

Please review the attached ordinances and feel free to contact the appropriate department director prior to Monday's meeting if you have any questions or need additional information about specific items:

- **Ordinances 16-21 & 17-21:** please contact Building Commissioner Heilman or (mheilman@seuclid.com) or Housing Manager Martin (smartin1@seuclid.com) if you have any questions regarding specific abatements.
- **Ordinances 15-21 & 18-21:** please contact Police Chief Mays (jmays@sepolice.us) or Asst. Police Chief Abele (rabele@sepolice.us).

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

Thank you.

CITY OF SOUTH EUCLID, OHIO

ORDINANCE NO.: 15-21
 INTRODUCED BY: Frank
 REQUESTED BY: Mayor

July 12, 2021

AN ORDINANCE

ASSESSING ALL UNPAID COSTS OF FALSE ALARM – NUISANCE ABATEMENTS, AS AUTHORIZED BY CHAPTER 531 OF THE CODIFIED ORDINANCES OF THE CITY OF SOUTH EUCLID, OHIO, THE CUYAHOGA COUNTY COMMON PLEAS COURT AND THE OHIO REVISED CODE; AND DECLARING AN EMERGENCY.

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

Section 1: That for the purpose of paying all costs in abating nuisances, there is hereby levied and assessed upon the following described property, situated in the City of South Euclid, County of Cuyahoga and State of Ohio, the following amount:

2020-2021 False Alarm Assessment

Parcel No.	Street number	Street Address	Principal
701-01-011	757	Quilliams	\$ 50.00
701-11-003	4223	Monticello Blvd	\$ 50.00
701-13-027	442	S Green	\$ 100.00
701-15-027	4024	Lancaster Rd	\$ 50.00
701-16-006	401	S Green	\$ 250.00
701-21-010	4575	Ammon Rd	\$ 50.00
701-32-012	4475	Monticello Blvd	\$ 50.00
701-33-014	645	Azalea Dr	\$ 50.00
701-34-024	4655	Monticello Blvd	\$ 50.00
701-41-016	4632	Monticello Blvd	\$ 100.00
701-43-017	855	Trebisky	\$ 50.00
702-02-042	1105	Winston	\$ 100.00
702-05-017	4130	Mayfield Rd	\$ 100.00
702-06-011	4037	Mayfield	\$ 50.00
703-03-056	4441	Mayfield Rd	\$ 100.00
703-04-069	4519	Mayfield Rd	\$ 50.00
703-06-019	4645	Mayfield Rd	\$ 50.00
703-06-824C	4695	Mayfield Rd	\$ 50.00

703-13-009	4460	Mayfield Rd	\$ 50.00
703-22-010	14409	Cedar Rd	\$ 50.00
703-22-017	2120	S Green	\$ 200.00
704-03-009	4122	Mayfield	\$ 100.00
704-04-072	1601	Felton	\$ 50.00
704-05-047	4234	Mayfield	\$ 100.00
704-05-054	4196	Mayfield Rd	\$ 50.00
704-24-014	13947	Cedar Rd	\$ 50.00
704-24-154	3950	Colony Rd	\$ 150.00
704-27-005	1958	Warrensville Ctr Rd	\$ 100.00
		Total	\$ 2,250.00

Section 2: That the total assessment against the above parcels of land be paid by Cash, Certified Check or Money Order made payable to the City of South Euclid, within fifteen (15) days from and after the passage of this Ordinance. All assessments remaining unpaid at the expiration of said fifteen (15) days shall be certified by the Director of Finance to the County Auditor as provided by law, to be placed on the tax duplicate of each parcel and collected as other taxes are collected and paid in two (2) installments within one-year with interest not to exceed 8 1/2 %.

Section 3: 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 4: That this Ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety and for the further reason it is necessary to levy assessments to reimburse the City for said work in abating the nuisances. 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 P. Lograsso, Director of Law

CITY OF SOUTH EUCLID, OHIO

ORDINANCE NO.: 16-21
 INTRODUCED BY: Frank
 REQUESTED BY: Mayor

July 12, 2021

AN ORDINANCE

ASSESSING UNPAID COSTS OF SERVICE DEPARTMENT-NUISANCE ABATEMENT (YARD CLEAN-UP, BOARDING CHARGES, ETC.) AS AUTHORIZED BY SECTION 521.14 (D) OF THE CODIFIED ORDINANCES OF THE CITY OF SOUTH EUCLID, OHIO; AND DECLARING AN EMERGENCY.

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

Section 1: That for the purpose of paying the cost and expense incurred by the City in abating a nuisance on each parcel of land set forth hereunder there is hereby levied and assessed upon the following described property, situated in the City of South Euclid, County of Cuyahoga and State of Ohio, the following respective amounts:

2020-2021 Abatement of Nuisances

Parcel No.	Street number	Street name	Principal
701-01-007	781	Quilliams	\$ 275.82
701-04-044	3827	Covington	\$ 392.91
702-06-034	1375	Brookline Rd	\$ 192.91
702-08-104	1031	S Belvoir	\$ 377.43
702-12-008	1292	S Belvoir	\$ 383.39
702-22-038	4526	Liberty Rd	\$ 284.02
703-05-045	1403	Dill Rd	\$ 297.54
703-20-009	2087	S Green	\$ 79.23
703-22-007	14385	Cedar Rd	\$ 175.27
703-22-019	2110	S Green	\$ 543.59
703-38-034	1504	Sheffield	\$ 282.36
704-01-102	1476	Holmden	\$ 237.36
704-15-007	4198	Bayard	\$ 275.27
704-15-088	4202	Wilmington Rd	\$ 255.36
704-18-080	4186	Wyncote Rd	\$ 337.91
704-20-072	2048	Miramar Blvd	\$ 304.23
704-23-098	3891	Colony	\$ 205.81

704-26-080	3769	Grosvenor	\$ 269.47
		Total	\$ 5,169.88

Section 2: That the total assessment against the above parcels of land be paid by Cash, Certified Check or Money Order made payable to the City of South Euclid, within fifteen (15) days from and after the passage of this Ordinance. All assessments remaining unpaid at the expiration of said fifteen (15) days shall be certified by the Director of Finance to the County Auditor as provided by law, to be placed on the tax duplicate of each parcel and collected as other taxes are collected and paid in two (2) installments within one-year with interest not to exceed 8 1/2 %.

Section 3: 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 4: That this Ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety and for the further reason it is necessary to levy assessments to reimburse the City for said work. 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 P. Lograsso, Director of Law

CITY OF SOUTH EUCLID, OHIO

ORDINANCE NO.: 17-21
 INTRODUCED BY: Frank
 REQUESTED BY: Mayor

July 12, 2021

AN ORDINANCE

ASSESSING UNPAID COSTS OF NUISANCE ABATEMENT (HIGH GRASS, WEEDS, ETC.) AS AUTHORIZED BY SECTION 521.14 (D), OF THE CODIFIED ORDINANCES OF THE CITY OF SOUTH EUCLID, OHIO; AND DECLARING AN EMERGENCY.

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

Section 1: That for the purpose of paying the cost and expense incurred by the City in abating a nuisance, by mowing high grass and weeds on each parcel of land set forth hereunder, there is hereby levied and assessed upon the following described property, situated in the City of South Euclid, County of Cuyahoga and State of Ohio, the following respective amounts:

2020-2021 High Grass Assessments

Parcel No.	Street number	Street Name	Principal
701-01-007	781	Quilliams Rd	\$ 540.00
701-01-017	725	Quilliams Rd	\$ 600.00
701-01-022	3762	Merrymound Rd	\$ 60.00
701-01-052	3757	Wallingford	\$ 60.00
701-01-061	3766	Wallingford	\$ 300.00
701-01-083	3779	Salisbury Rd	\$ 60.00
701-01-105	3798	Salisbury Rd	\$ 60.00
701-01-106	3802	Salisbury Rd	\$ 420.00
701-01-107	3806	Salisbury Rd	\$ 180.00
701-01-109	3814	Salisbury Rd	\$ 60.00
701-01-122	3767	Covington Rd	\$ 60.00
701-02-006	681	Quilliams Rd	\$ 240.00
701-02-037	3866	Princeton Rd	\$ 60.00
701-02-059	3799	Merrymound Rd	\$ 240.00
701-02-060	3795	Merrymound Rd	\$ 120.00
701-02-108	3811	Freemont Rd	\$ 240.00
701-03-049	3767	Princeton Rd	\$ 60.00
701-03-056	3795	Princeton Rd	\$ 120.00
701-03-088	3767	Fatroaks Rd	\$ 120.00

701-04-001	3826	Covington Rd	\$ 120.00
701-04-008	3856	Covington Rd	\$ 60.00
701-04-010	3862	Covington Rd	\$ 60.00
701-04-013	3874	Covington Rd	\$ 180.00
701-04-028	3891	Covington Rd	\$ 60.00
701-04-037	3855	Covington Rd	\$ 60.00
701-04-081	3827	Salisbury Rd	\$ 60.00
701-04-088	3852	Wallingford	\$ 60.00
701-06-007	3926	Princeton Rd	\$ 120.00
701-06-021	3935	Princeton Rd	\$ 60.00
701-08-007	4241	Bluestone Rd	\$ 60.00
701-08-010	4229	Bluestone Rd	\$ 120.00
701-09-001	4282	Monticello Blvd	\$ 60.00
701-10-001	4094	Greenvale Dr	\$ 120.00
701-12-029	484	Greenvale Dr	\$ 60.00
701-12-035	534	Greenvale Dr	\$ 120.00
701-13-076	4119	Lowden Rd	\$ 60.00
701-13-083	4118	Lowden Rd	\$ 120.00
701-13-102	4102	Princeton Rd	\$ 180.00
701-14-008	3981	Lancaster Dr	\$ 60.00
701-14-011	3999	Lancaster Dr	\$ 180.00
701-14-018	3978	Lancaster Dr	\$ 660.00
701-15-039	4037	Suffolk Rd	\$ 660.00
701-16-008	4103	Dartford	\$ 60.00
701-20-013	4495	Ammon Rd	\$ 60.00
701-26-001	797	Green Rd	\$ 120.00
701-26-003	805	Green Rd	\$ 120.00

701-27-004	885	Green Rd	\$ 480.00
701-27-012	915	S Green Rd	\$ 60.00
701-32-019	4547	Monticello Blvd	\$ 180.00
701-33-018	707	Azalea Dr	\$ 120.00
701-34-015	718	Trebisky	\$ 1,200.00
701-34-021	4643	Monticello Blvd	\$ 120.00
701-35-020	731	Trebisky	\$ 360.00
701-40-001	833	King George Blvd	\$ 120.00
701-40-019	3984	Lancaster Dr	\$ 60.00
701-43-009	4790	Monticello Blvd	\$ 480.00
701-44-015	4697	Anderson Rd	\$ 240.00
701-44-019	870	Trebisky Rd	\$ 120.00
		Total 701	\$ 10,800.00
702-01-009	4094	Bluestone Rd	\$ 360.00
702-01-010	4090	Bluestone Rd	\$ 180.00
702-01-067	1078	Avondale Rd	\$ 60.00
702-02-027	1165	Winston Rd	\$ 120.00
702-02-033	1141	Winston Rd	\$ 660.00
702-02-034	1137	Winston Rd	\$ 180.00
702-02-037	1125	Winston Rd	\$ 60.00
702-02-057	1130	Winston Rd	\$ 60.00
702-02-107	1160	Plainfield Rd	\$ 60.00
702-03-007	1212	Avondale Rd	\$ 240.00
702-03-025	1263	Winston Rd	\$ 60.00
702-03-068	1265	Plainfield Rd	\$ 240.00
702-03-072	1251	Plainfield Rd	\$ 60.00
702-03-097	1220	Plainfield Rd	\$ 240.00

702-03-101	1236	Plainfield Rd	\$ 60.00
702-03-102	1240	Plainfield Rd	\$ 60.00
702-03-108	1264	Plainfield Rd	\$ 60.00
702-04-003	4125	Ardmore Rd	\$ 60.00
702-04-022	1329	Winston Rd	\$ 60.00
702-04-032	1283	Winston Rd	\$ 360.00
702-04-038	1294	Winston Rd	\$ 120.00
702-04-051	1346	Winston Rd	\$ 60.00
702-04-055	1333	Plainfield Rd	\$ 60.00
702-05-057	1407	Winston Rd	\$ 360.00
702-05-085	1389	Grantleigh Rd	\$ 60.00
702-05-089	1371	Grantleigh Rd	\$ 180.00
702-06-040	1407	Brookline Rd	\$ 60.00
702-07-040	4241	Plymouth Ddr	\$ 60.00
702-08-012	1056	Homestead Rd	\$ 180.00
702-08-063	1015	Argonne Rd	\$ 60.00
702-08-064	1011	Argonne Rd	\$ 180.00
702-09-012	1122	Homestead	\$ 480.00
702-09-102	1089	Argonne Rd	\$ 60.00
702-09-110	1104	Argonne Rd	\$ 60.00
702-10-048	1159	Belvoir Rd	\$ 60.00
702-10-079	1185	Avondale Rd	\$ 120.00
702-11-039	1215	Avondale Rd	\$ 60.00
702-11-040	1211	Avondale Rd	\$ 180.00
702-11-056	1248	Argonne Rd	\$ 60.00
702-12-062	1369	Villa Dr	\$ 360.00
702-12-064	1361	Villa Dr	\$ 60.00
702-12-067	1348	Villa Dr	\$ 60.00

702-12-070	1368	Villa Dr	\$ 60.00
702-12-096	4174	Ardmore Rd	\$ 60.00
702-12-098	4181	Delroy Rd	\$ 120.00
702-13-025	1395	Avondale Rd	\$ 60.00
702-13-038	1419	Villa Dr	\$ 240.00
702-14-018	927	Glenside Ave	\$ 60.00
702-14-020	939	Glenside Ave	\$ 180.00
702-14-031	993	Glenside Ave	\$ 120.00
702-14-045	948	Glenside Ave	\$ 120.00
702-14-065	979	Chelston Ave	\$ 180.00
702-14-068	993	Chelston Ave	\$ 60.00
702-15-004	882	Green Rd	\$ 240.00
702-15-062	916	Clinton Ave	\$ 60.00
702-17-073	4378	Urban Rd	\$ 60.00
702-18-016		Homestead Rd	\$ 300.00
702-18-017		Homestead Rd	\$ 240.00
702-18-023	4293	Elmwood Ave	\$ 60.00
702-18-092	1140	Dennis Cir	\$ 60.00
702-19-009	4408	Adrian Rd	\$ 60.00
702-19-010	4410	Adrian Rd	\$ 120.00
702-19-033	4421	Elmwood Ave	\$ 120.00
702-19-061	4421	Lucille Ave	\$ 120.00
702-19-069	1118	Green Rd	\$ 60.00
702-19-090	4387	Angela Dr	\$ 180.00
702-20-005	4273	Ardmore Rd	\$ 120.00
702-20-043	4277	Prasse Rd	\$ 120.00
702-20-059	1304	Sheffield Rd	\$ 120.00

702-20-120	4334	Norma Dr	\$ 180.00
702-21-001	4362	Elmwood Ave	\$ 540.00
702-21-037	4391	Prasse Rd	\$ 420.00
702-21-043	4366	Ardmore Rd	\$ 180.00
702-21-052	4410	Ardmore Rd	\$ 60.00
702-21-055	4426	Ardmore Rd	\$ 60.00
702-21-066	4397	Ardmore Rd	\$ 120.00
702-21-066	4397	Ardmore Rd	\$ 60.00
702-22-060	4483	Edmond Dr	\$ 540.00
702-25-014	1211	Green Rd	\$ 120.00
702-25-032	4529	Liberty Rd	\$ 660.00
702-26-029	4549	Berwald Rd	\$ 120.00
702-26-032	4563	Berwald Rd	\$ 180.00
702-26-052	4533	Liberty Rd	\$ 240.00
702-26-065	4591	Liberty Rd	\$ 120.00
702-27-005	4629	Liberty Rd	\$ 60.00
702-28-003	984	Carlone Pl	\$ 60.00
702-29-032	4531	Wilburn Dr	\$ 300.00
702-30-025	4645	Bradford Dr	\$ 180.00
702-30-027	1124	Hillrock Road	\$ 2,640.00
702-31-050	4644	Bradford Dr	\$ 120.00
702-34-034	1124	Dorsh Rd	\$ 60.00
702-35-004	4776	Burger Rd	\$ 60.00
702-35-010	1187	Dorsh Rd	\$ 60.00
702-35-053	4772	Burger Rd	\$ 120.00
702-36-031	1268	Dorsh Rd	\$ 120.00
		Total 702	\$ 16,860.00

703-02-013	4380	Prasse Rd	\$ 60.00
703-02-028	1405	Sheffield Rd	\$ 120.00
703-02-030	1411	Sheffield Rd	\$ 60.00
703-02-046	1370	Sheffield Rd	\$ 60.00
703-02-047	1366	Sheffield Rd	\$ 60.00
703-03-007	1338	Victory Dr	\$ 60.00
703-03-008	1332	Victory Dr	\$ 180.00
703-04-007	1385	Green Rd	\$ 60.00
703-04-026	4506	Lilac Rd	\$ 60.00
703-04-032	4482	Lilac Rd	\$ 360.00
703-04-043	4513	Lilac Rd	\$ 60.00
703-04-045	4521	Lilac Rd	\$ 60.00
703-05-004	4549	Laurel Rd	\$ 60.00
703-05-025	1388	Dill Ave	\$ 120.00
703-05-044	1407	Dill Ave	\$ 180.00
703-05-071	1448	Dill Rd	\$ 120.00
703-09-073	1641	Maywood Rd	\$ 120.00
703-10-015	1689	Oakmount Rd	\$ 60.00
703-11-012	1733	Oakmount Rd	\$ 60.00
703-11-044	1732	Oakmount Rd	\$ 120.00
703-12-023	1884	Oakmount Rd	\$ 60.00
703-12-036	1820	Oakmount Rd	\$ 120.00
703-12-037	1819	Maywood Rd	\$ 180.00
703-13-001	4568	Mayfield Rd	\$ 60.00
703-15-033	1699	Green Rd	\$ 60.00
703-15-048	1715	Biltamy Blvd	\$ 60.00
703-16-024	1779	Green Rd	\$ 120.00
703-17-036	4493	Golfway	\$ 60.00

703-17-042	4521	Golfway	\$ 60.00
703-18-030	4500	College Rd	\$ 60.00
703-20-009	2087	Green	\$ 120.00
703-21-020	2091	Campus Rd	\$ 60.00
703-21-066	14557	Cedar Rd	\$ 60.00
703-22-019	2110	Green Rd	\$ 360.00
703-22-020	2104	Green Rd	\$ 60.00
703-25-004	1883	Templethurst Dr	\$ 120.00
703-26-020	1778	Donwell Rd	\$ 60.00
703-26-039		Renwood Rd	\$ 60.00
703-29-019	1588	Green Rd	\$ 480.00
703-31-029	2083	Wrenford	\$ 60.00
703-31-032	2067	Wrenford	\$ 300.00
703-31-033	2063	Wrenford	\$ 60.00
703-35-035	1731	Beaconwood Ave	\$ 240.00
703-35-036	1727	Beaconwood Ave	\$ 60.00
703-35-066	1768	Beaconwood Ave	\$ 540.00
703-36-014	4280	Neville Rd	\$ 60.00
703-36-042	1640	Belwood Rd	\$ 300.00
703-36-043	1636	Belwood Rd	\$ 60.00
703-37-017	1524	Sheffield Rd	\$ 180.00
703-37-030	1592	Sheffield Rd	\$ 60.00
703-38-009	1491	Belvoir Rd	\$ 120.00
703-38-010	1481	Belvoir Rd	\$ 120.00
		Total 703	\$ 6,420.00
704-01-015	1463	Warrensville Center Rd	\$ 60.00
704-01-032	1524	Genesee Rd	\$ 60.00

704-01-035	1508	Genesee Rd	\$ 120.00
704-01-059	1535	Genesee Rd	\$ 60.00
704-01-066	1504	Sherbrook Rd	\$ 60.00
704-01-076	1469	Sherbrook Rd	\$ 60.00
704-01-077	1475	Sherbrook Rd	\$ 300.00
704-01-078	1479	Sherbrook Rd	\$ 180.00
704-01-094	1516	Holmden Rd	\$ 120.00
704-01-102	1476	Holmden	\$ 480.00
704-02-038	1543	Warrensville Ctr Rd	\$ 60.00
704-02-060	4026	Herold Rd	\$ 60.00
704-03-058	1524	Maple Grove Rd	\$ 60.00
704-03-061	1512	Maple Grove Rd	\$ 420.00
704-04-091	1552	Maple Grove Rd	\$ 60.00
704-05-047	4234	Mayfield Rd	\$ 60.00
704-06-002	1534	Belvoir Rd	\$ 60.00
704-07-017	1723	Warrensville Ctr Rd	\$ 420.00
704-07-023	4021	Wandsworth Rd	\$ 60.00
704-07-057		Lambert Rd & Bexley Blvd	\$ 600.00
704-07-085	4068	Charlton Rd	\$ 600.00
704-07-101	4039	Charlton Rd	\$ 60.00
704-07-105		Charlton Rd & Corwin Rd NW	\$ 480.00
704-07-110		Corwin Rd	\$ 120.00
704-08-032	4119	Linnell Rd	\$ 60.00
704-08-059	4141	Bexley Blvd	\$ 180.00
704-08-096	4117	Lambert Rd	\$ 60.00
704-08-128	4133	Ellison Rd	\$ 480.00
704-08-130	4125	Ellison Rd	\$ 60.00

704-08-131	4121	Ellison Rd	\$ 60.00
704-09-095	4245	Lambert Rd	\$ 240.00
704-09-107	4193	Lambert Rd	\$ 660.00
704-09-114	4176	Lambert Rd	\$ 60.00
704-09-116	4186	Lambert Rd	\$ 60.00
704-09-117	4190	Lambert Rd	\$ 60.00
704-09-140	4217	Ellison Rd	\$ 660.00
704-09-142	4209	Ellison Rd	\$ 60.00
704-09-143	4205	Ellison Rd	\$ 120.00
704-09-143	4205	Ellison Rd	\$ 60.00
704-09-150	4177	Ellison Rd	\$ 420.00
704-10-005	1785	Warrensville Ctr Rd	\$ 120.00
704-10-006	1779	Warrensville Ctr Rd	\$ 60.00
704-10-010	1819	Warrensville Ctr Rd	\$ 60.00
704-10-011	1827	Warrensville Ctr Rd	\$ 180.00
704-10-048	4029	Hinsdale Rd	\$ 120.00
704-10-062	4074	Harwood Rd	\$ 60.00
704-10-087	4061	Harwood Rd	\$ 120.00
704-11-042	4089	Harwood Rd	\$ 60.00
704-11-065	4159	Hinsdale Rd	\$ 180.00
704-11-066	4155	Hinsdale Rd	\$ 120.00
704-11-094	4142	Hinsdale Rd	\$ 240.00
704-11-095	4144	Hinsdale Rd	\$ 60.00
704-12-037	4187	Harwood Rd	\$ 120.00
704-12-075	4203	Hinsdale Rd	\$ 180.00
704-12-080	4183	Hinsdale Rd	\$ 180.00
704-12-083	4171	Hinsdale Rd	\$ 120.00
704-12-092	4202	Hinsdale Rd	\$ 60.00

704-13-015	1911	Warrensville Ctr Rd	\$ 60.00
704-13-051	4014	Wilmington Rd	\$ 120.00
704-13-091	4041	Stonehaven Rd	\$ 60.00
704-13-109	4038	Bayard Rd	\$ 60.00
704-14-005	4106	Bayard Rd	\$ 120.00
704-14-023	4165	Stonehaven Rd	\$ 60.00
704-14-024	4161	Stonehaven Rd	\$ 792.00
704-14-039	4089	Stonehaven Rd	\$ 60.00
704-14-061	4162	Stonehaven Rd	\$ 120.00
704-14-103	4169	Stilmore Rd	\$ 60.00
704-14-123	4089	Stilmore Rd	\$ 120.00
704-15-007	4198	Bayard Rd	\$ 60.00
704-15-032	4205	Stonehaven Rd	\$ 60.00
704-15-036	4189	Stonehaven Rd	\$ 120.00
704-15-058	4242	Stonehaven Rd	\$ 180.00
704-15-066	4229	Wilmington Rd	\$ 60.00
704-15-080	4173	Wilmington Rd	\$ 120.00
704-15-087	4198	Wilmington Rd	\$ 360.00
704-16-020	4025	Eastway Rd	\$ 60.00
704-16-087	4049	Verona Rd	\$ 60.00
704-17-004	4102	Stilmore Rd	\$ 240.00
704-17-059	4150	Verona Rd	\$ 60.00
704-17-068	4165	Wyncote Rd	\$ 60.00
704-17-081	4113	Wyncote Rd	\$ 120.00
704-17-084	4101	Wyncote Rd	\$ 60.00
704-17-092	4122	Wyncote Rd	\$ 180.00
704-17-109	4157	Eastway Rd	\$ 360.00

704-18-077	4177	Wyncote Rd	\$ 60.00
704-18-102	4227	Eastway Rd	\$ 60.00
704-19-035	4070	Okalona Rd	\$ 60.00
704-19-083	4055	Colony Rd	\$ 60.00
704-19-087	4075	Colony Rd	\$ 60.00
704-19-092	4066	Eastway Rd	\$ 60.00
704-20-008	4168	Eastway Rd	\$ 120.00
704-20-021	4102	Colony Rd	\$ 60.00
704-20-040	4106	Okalona Rd	\$ 60.00
704-20-044	4166	Okalona Rd	\$ 120.00
704-20-072	2048	Miramar Blvd	\$ 420.00
704-20-083	2083	Miramar Blvd	\$ 120.00
704-21-005	4190	Eastway Rd	\$ 60.00
704-21-031	4185	Colony Rd	\$ 60.00
704-21-057	4227	Okalona Rd	\$ 60.00
704-21-063	4197	Oaklona	\$ 480.00
704-22-051	3766	Warrendale Rd	\$ 420.00
704-23-025	3885	Eastway Rd	\$ 60.00
704-23-034	3836	Eastway Rd	\$ 180.00
704-23-057	3865	Warrendale Rd	\$ 60.00
704-24-066	3915	Eastway Rd	\$ 120.00
704-24-071	3941	Eastway Rd	\$ 60.00
704-24-108	3955	Warrendale Rd	\$ 60.00
704-24-110	3965	Warrendale Rd	\$ 60.00
704-24-136	3945	Colony Rd	\$ 180.00
704-24-146	3910	Colony Rd	\$ 180.00
704-24-154	3950	Colony Rd	\$ 60.00
704-25-029	3876	Grosvenor Rd	\$ 60.00

704-25-049	3933	Grosvenor Rd	\$ 60.00
704-25-062	3926	E Antisdale	\$ 60.00
704-25-091	3925	E Antisdale	\$ 60.00
704-25-100	3965	Antisdale Rd	\$ 60.00
704-26-026	3741	E Antisdale	\$ 60.00
704-26-027	3737	Antisdale Rd	\$ 180.00
704-26-047	3806	Antisdale Rd	\$ 60.00
704-26-050	3820	E Antisdale	\$ 600.00
704-26-072	3801	Grosvenor Rd	\$ 600.00
704-26-073	3797	Grosvenor Rd	\$ 600.00
704-26-096	3750	Grosvenor Rd	\$ 120.00
704-26-113	3818	Grosvenor Rd	\$ 120.00
704-26-115	3826	Grosvenor Rd	\$ 120.00
704-26-118	3838	Grosvenor Rd	\$ 180.00
		Total 704	\$ 20,052.00
		Grand Total	\$ 54,132.00

Section 2: That the total assessment against the above parcels of land be paid by Cash, Certified Check or Money Order made payable to the City of South Euclid, within fifteen (15) days from and after the passage of this Ordinance. All assessments remaining unpaid at the expiration of said fifteen (15) days shall be certified by the Director of Finance to the County Auditor as provided by law, to be placed on the tax duplicate of each parcel and collected as other taxes are collected and paid in two (2) installments within one-year with interest not to exceed 8 1/2 %.

Section 3: 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 4: That this Ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety and for the further reason it is necessary to levy assessments to reimburse the City for said work. 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 P. Lograsso, Director of Law

CITY OF SOUTH EUCLID, OHIO

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

July 12, 2021

AN ORDINANCE

ASSESSING ALL UNPAID COSTS OF CRIMINAL NUISANCE ABATEMENTS, AS AUTHORIZED BY CHAPTER 531 OF THE CODIFIED ORDINANCES OF THE CITY OF SOUTH EUCLID, OHIO, THE CUYAHOGA COUNTY COMMON PLEAS COURT AND THE OHIO REVISED CODE; AND DECLARING AN EMERGENCY.

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

Section 1: That for the purpose of paying all costs in abating nuisances, there is hereby levied and assessed upon the following described property, situated in the City of South Euclid, County of Cuyahoga and State of Ohio, the following amount:

2020-2021 Criminal - Nuisance Complaints

Parcel No.	Street number	Street Name	Principal
701-01-023	3766	Merrymound	\$ 1,000.00
701-04-008	3856	Covington	\$ 500.00
701-04-044	3827	Covington	\$ 4,000.00
701-04-063	3898	Salisbury	\$ 1,250.00
701-09-020	850	S Green Rd	\$ 250.00
701-10-019	4144	Greenvale Dr	\$ 2,500.00
701-13-102	4102	Princeton Blvd	\$ 1,000.00
701-32-019	4547	Monticello Blvd	\$ 2,000.00
701-34-015	718	Trebisky	\$ 750.00
702-02-037	1125	Winston	\$ 1,250.00
702-03-089	1180	Plainfield Rd	\$ 250.00
702-03-097	1220	Plainfield Rd	\$ 750.00
702-03-108	1264	Plainfield	\$ 1,250.00
702-06-028	1366	Brookline Rd	\$ 250.00
702-06-041	1415	Brookline Rd	\$ 250.00
702-08-079	1066	Argonne	\$ 250.00
702-12-053	1342	Argonne	\$ 750.00
702-13-048	1388	Argonne	\$ 250.00

702-14-020	939	Glenside Rd	\$ 750.00
702-17-019	4374	W Anderson	\$ 250.00
702-19-090	4387	Angela	\$ 1,500.00
702-22-005	1275	S Green	\$ 2,000.00
702-24-047	4630	Telhurst Rd	\$ 250.00
703-01-023	4285	Mayfeild	\$ 3,000.00
703-02-048	1360	Sheffield	\$ 1,750.00
703-03-057	4441	Mayfield	\$ 2,000.00
703-08-049	1551	Oakmount	\$ 250.00
703-09-073	1641	Maywood	\$ 250.00
703-12-022	1888	Oakmount	\$ 750.00
703-14-029	4505	Ardendale Rd	\$ 250.00
703-16-024	1779	S Green	\$ 250.00
703-19-001	1996	College Rd	\$ 500.00
703-35-016	1720	Beaconwood	\$ 500.00
703-35-066	1768	Beaconwood	\$ 750.00
704-01-012	4004	Mayfield	\$ 5,000.00
704-01-041	1478	Genesee Rd	\$ 2,000.00
704-01-102	1476	Holmden	\$ 250.00
704-02-005	1564	Holmden	\$ 250.00
704-07-017	1723	Warrensville	\$ 750.00
704-08-123	4153	Ellison Rd	\$ 750.00
704-10-041	4022	Hinsdale Rd	\$ 250.00
704-13-027	4045	Stilmore	\$ 2,000.00
704-13-050	4018	Wilmington	\$ 1,000.00
704-13-090	4037	Stonehaven	\$ 2,000.00
704-20-008	4168	Eastway Rd	\$ 750.00
704-26-027	3737	E Antisdale	\$ 250.00

704-26-050	3820	E Antisdale	\$ 2,500.00
		Total	\$ 51,250.00

Section 2: That the total assessment against the above parcels of land be paid by Cash, Certified Check or Money Order made payable to the City of South Euclid, within fifteen (15) days from and after the passage of this Ordinance. All assessments remaining unpaid at the expiration of said fifteen (15) days shall be certified by the Director of Finance to the County Auditor as provided by law, to be placed on the tax duplicate of each parcel and collected as other taxes are collected and paid in two (2) installments within one-year with interest not to exceed 8 1/2 %.

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Section 4: That this Ordinance is deemed to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety and for the further reason it is necessary to levy assessments to reimburse the City for said work in abating the nuisances. 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 P. Lograsso, Director of Law