

THE CITY OF SOUTH EUCLID
SCHEDULE OF MEETING
September 27, 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
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The Password to Join the Meeting is:

TqbuHcV7m43 (87284287 from phones and video systems)

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. REPORT OF MAYOR & DEPARTMENT HEADS
4. REPORT OF LAW DIRECTOR
5. REPORT OF SCHOOL DISTRICT
6. PUBLIC HEARINGS (OPEN MEETING) RELATED TO AGENDA ITEMS
7. REPORT OF COUNCIL COMMITTEES

Recreation Committee

1. Resolution 43-21 Authorizing the Mayor to enter into an agreement with the United States Department of Agriculture to provide wildlife services, and declaring an emergency. **Second Reading.**

8. LEGISLATION REQUESTED BY THE MAYOR & ADMINISTRATION

1. Ordinance 19-21 Amending the Zoning Map of the City of South Euclid, Ohio, so as to change the hereinafter described Permanent Parcel Numbers from its existing Class R-50 "One and Two Family District" or C-1 "Limited Commercial District" to M-G "Mayfield Green District." First Reading. **To be referred to the Planning Commission for review and recommendation.**

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

10. COMMUNICATIONS OF CITY COUNCIL

11. ADJOURN TO EXECUTIVE SESSION for the purposes of discussing pending litigation.

12. ADJOURN

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 43-21
INTRODUCED BY: Frank
REQUESTED BY: Mayor

September 13, 2021

A RESOLUTION

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE UNITED STATES DEPARTMENT OF AGRICULTURE TO PROVIDE WILDLIFE SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and Council, in order to reduce health and safety risks and property damage associated with white-tailed deer populations, wish to adopt a White-Tailed Deer Management Plan in coordination with the U.S. Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS); and

WHEREAS, the proposed agreement with the USDA to provide Wildlife Services will be one component of a comprehensive Deer Wildlife Management Program to be considered by City Council, which will also include the following components:

- Comprehensive Community Education Programs on living in harmony with deer populations in urban areas.
- Continuing preservation of greenspace areas to promote habitat modification for deer populations.
- Controlling deer populations in approved neighborhoods with participation in the USDA Wildlife Services.
- Controlling deer populations in approved neighborhoods, with the assistance of Cuyahoga County, with implementation of a pilot Wildlife Fertility Control Program.
- Increasing food security and education programs for at-risk populations.
- Recognizing that Wildlife Management is a regional issue and there are benefits to working with Cuyahoga County, The Cleveland Metroparks and neighboring communities to implement programs that control and maintain healthy deer populations in our region.

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

Section 1. That the Mayor is hereby authorized to enter into a Cooperative Service Agreement with the U.S. Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS) to assist with meeting the objectives of the City's White-Tailed Deer Management Plan.

Section 2. The total cost of services and equipment provided under the agreement is not to exceed \$42,000.

Section 3: 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 4: That this Resolution is declared to be an emergency measure necessary for the preservation of the public peace, health and safety and for further to reduce the health and safety risks and property damage associated with the white-tailed populations, adopted by the White-Tailed Deer Management Plan. Wherefore, 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

COOPERATIVE SERVICE AGREEMENT
between
CITY OF SOUTH EUCLID (COOPERATOR)
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to allow for reimbursement of funds expended by the APHIS-WS program while assisting the Cooperator with their White-tailed Deer Management Plan as detailed in the attached work plan and financial plan.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

CITY OF SOUTH EUCLID:

Joseph Mays
Chief of Police
1349 South Green Road
South Euclid, OH 44121
Phone: 216-691-4252
Email: jmays@sepolice.us

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the Cooperator. Cooperator will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.

5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.
8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermittees if applicable.
9. The Cooperator will not be connected to the USDA APHIS computer network(s).

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

USDA/APIHS/WS:
Andrew J. Montoney, State Director
USDA, APHIS, WS
4469 Professional Parkway
Groveport, Ohio 43125
Phone: (614) 993-3444
Email: Andrew.j.montoney@usda.gov

2. To conduct activities at sites designated by Cooperator as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to

conduct requested wildlife damage management actions until it has made the determination of such compliance.

4. To invoice Cooperator monthly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on **10/1/2021** and shall continue through **9/30/2022**, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Cooperator's Tax ID No.: 34-6002695
APHIS-WS's Tax ID: 41-0696271

Cooperator:

Georgine Welo, Mayor City of South Euclid 1349 South Green Road South Euclid, Ohio 44121 Phone: 216-691-4221	Date
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**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

Andrew J. Montoney, State Director USDA, APHIS, WS 4469 Professional Parkway Groveport, Ohio 43125 Phone: (614) 993-3444 Email: Andrew.j.montoney@usda.gov	Date
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Willie D. Harris Director, Eastern Region USDA, APHIS, WS 920 Main Campus Drive; Suite 200 Raleigh, NC 27606	Date
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WORK PLAN

In accordance with the Cooperative Service Agreement between the City of South Euclid and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

Program Objective

To assist the CITY OF SOUTH EUCLID with meeting the objectives of their White-tailed Deer Management Plan, to help reduce damage and public safety threats caused by white-tailed deer.

Plan of Action

This work plan is contingent upon an approved deer management plan between the CITY OF SOUTH EUCLID and the Ohio Division of Wildlife, and the resulting permit issued by the Ohio Division of Wildlife and also the issuance of any other Municipal permits if applicable.

Through the implementation of management measures described below, APHIS-WS will assist the CITY OF SOUTH EUCLID with the sharpshooting and baiting portion of their White-tailed Deer Management Plan.

APHIS-WS employees will be used to assist with the baiting and sharpshooting portion of the White-tailed Deer Management Plan of the CITY OF SOUTH EUCLID. APHIS-WS will coordinate with the CITY OF SOUTH EUCLID project coordinator to inspect, propose and certify baiting and shooting zones to be used. APHIS-WS personnel will prepare and arrange any necessary deer damage management equipment. WS will conduct removal of white-tailed deer from the CITY OF SOUTH EUCLID using rifles equipped with noise-suppression devices. APHIS-WS will collect and transport whole carcasses to a predetermined CITY OF SOUTH EUCLID facility and process deer (eviscerate/gut). APHIS-WS will collect all data; live weight, sex, age, fetus counts. APHIS-WS will obtain a processor/butcher to prepare and package the meat for donation to a charity of the CITY OF SOUTH EUCLID's choice. APHIS-WS will invoice the CITY OF SOUTH EUCLID as part of this agreement for a predetermined rate negotiated by WS with the processor/butcher for up to 100 deer. The 100 deer referenced may not represent the number of deer that will be removed for a given year and instead is used as a placeholder to estimate processor/butcher costs. The ODW permitted number of deer to be removed could be less than 100 deer for the year and the CITY OF SOUTH EUCLID would only be invoiced for the deer removed. If more than 100 deer are requested for processing and available funds can not cover the cost, a written/signed revision to this agreement would be needed to cover those additional processor/butcher costs. The ability of APHIS-WS to reach city goals is also dependent on the availability of sites at the time operations take place. APHIS-WS will deliver deer to the processor/butcher the following morning after removal efforts. APHIS-WS will conduct removal activities between 10/1/2021 and 3/31/2022. Every effort will be made to conduct removal activities during this time period but activities are contingent upon weather conditions and site availability.

At the request of the CITY OF SOUTH EUCLID, APHIS WS will also conduct a FLIR ground deer count between November 1, 2021 and March 31, 2022.

CITY OF SOUTH EUCLID will be responsible for the following:

- Obtain Deer Permits from ODW and any other necessary authorizations naming APHIS-WS as subpermittee.
- Provide a Project Coordinator during all phases of the project. The Project Coordinator shall be present and reachable via cellular phone during removal activities.
- Provide a centralized site for the processing of carcasses during nightly operations with the following minimum specifications: Enclosed garage or outbuilding with cement floor, drain, running water with standard hose connection, electricity and table or writing surface.
- Provide yearly white-tailed deer population estimates.
- CITY OF SOUTH EUCLID law enforcement shall verify that shooting areas are closed and empty of visitors ½ hour prior to removal operations if applicable.
- CITY OF SOUTH EUCLID law enforcement shall be available during removal operations and in direct communications with APHIS-WS.
- CITY OF SOUTH EUCLID shall arrange for donation of the meat and provide APHIS-WS with that information to provide to the processor/butcher.
- CITY OF SOUTH EUCLID shall maintain records as required by ODW and report results to ODW and APHIS-WS upon completion of the program.

Monitoring of Accomplishments

APHIS-WS will provide a final annual report to the CITY OF SOUTH EUCLID no later than April 30 of the removal year.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$22,399
Travel		\$0
Vehicles		\$500
Other Services		\$8,700
Supplies and Materials		\$462
Equipment		\$600
Subtotal (Direct Charges)		\$32,661
Pooled Job Costs	11.00%	\$3,593
Indirect Costs	16.15%	\$5,275
Aviation Flat Rate Collection		\$0
Agreement Total		\$41,529
<p>The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$41,529 APHIS WS staff may be compensated at regular time, night-time-differential, and/or overtime pay rates in accordance with programmatic Directives to accomplish the purpose of this agreement.</p>		

Financial Point of Contact:

Brenda Wendt
 South Euclid
 1349 South Green Road
 South Euclid, Ohio 44121
 Phone: 216-691-4214
 Email: bwendt@seuclid.com

Patricia De Graff,
 USDA, APHIS, WS
 4469 Professional Parkway
 Groveport, Ohio 43125
 Phone: (614) 993-3444
 Email: Patricia.a.degraff@usda.gov



COME TOGETHER & THRIVE

Memo

To: City Council & Planning Commission Members
From: Michael Love, Economic Development Director
Re: Expansion of the Mayfield-Green (M-G) Zoning District
Date: September 22, 2021

Per the recommendations of the 2019 Yard & Co planning study of the Mayfield-Green downtown district and the City's Master Plan, I have performed a review of the district and feel it merits an expansion.

There are certain parcels, particularly those south of Mayfield Road along Green Road that are currently zoned single family residential. These parcels encompass commercial, educational, and institutional uses and are thus not zoned appropriately. We feel the most appropriate zoning designation for these parcels is the M-G District as it is a mixed use district. The M-G District expressly permits these types of uses and also allows for the development of future mixed use buildings.

I have included a zoning map which highlights the parcels that are proposed to be added to the M-G Zoning District. These parcels include St. John Lutheran Church (church property only, the cemetery is not included), Yeshiva School, Sacred Heart of Jesus Church, Garfield Memorial Church, the Post Office (proposed to be rezoned from C1 Limited Commercial to M-G), and University Suburban Health Center. In addition, the vacant property adjacent to University Suburban Health Center at the intersection of South Green and Ardendale Roads is included. This property was donated by the Health Center to One South Euclid which will market the property upon rezoning approval. It seems ideal for a future small mixed use development.

As you will see on the enclosed map, the expansion only includes commercial, educational, and institutional properties. No existing residential properties are included in this expansion.

I feel including these properties in the M-G District will allow for wayfinding and branding of South Euclid's downtown district and also positions the district for a strong future.

We look forward to the process of the Planning Commission and City Council reviewing the proposed expansion as well as hearing from residents and other stakeholders.

As you review this legislation and the enclosed map, please feel free to contact me with any questions.

Mayfield-Green Zoning District (M-G)

-  Existing Boundary
-  Proposed Expansion

Affected Parcels

R-50 One and Two Family District
 703-13-037, 703-13-038, 703-13-039,
 703-13-040, 703-14-019, 703-14-020,
 703-14-021, 703-14-022, 703-14-023,
 703-14-025, 703-14-026, 703-29-015,
 703-30-020, 703-30-030, 703-30-053

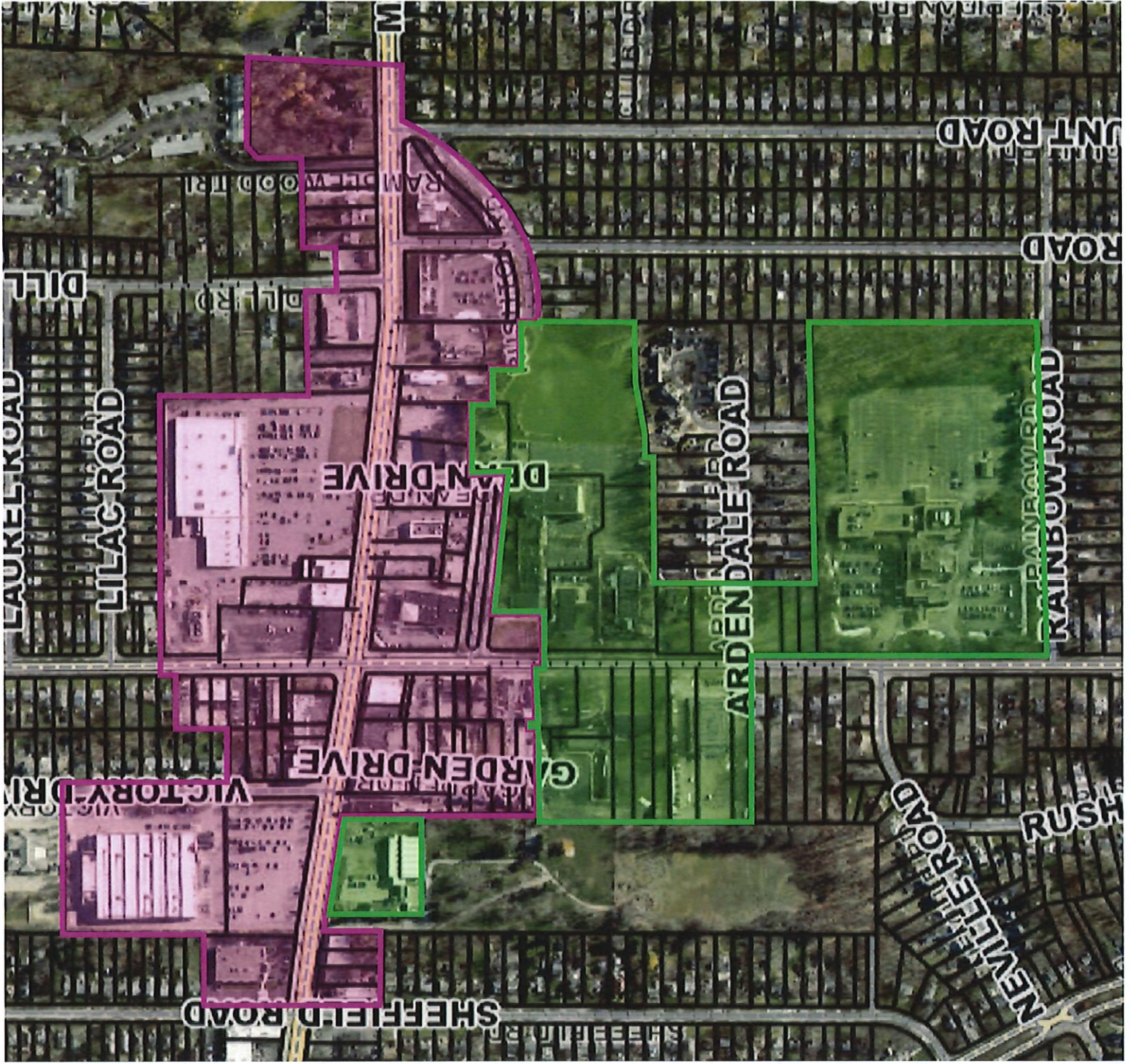
C-1 Limited Commercial District
 703-29-016, 703-29-017, 703-29-029

Affected Stakeholders

- Garfield Memorial Church
- K & MG Properties, LTD
- One South Euclid
- Sacred Heart of Jesus Church
- St. John Lutheran Church
- Sts. Margaret & Gregory Federal Credit Union
- The Lyceum
- United States Postal Service
- University Suburban Health Center
- Yeshiva Derech Hatorah

Proposed Area Increase

33.755 Acres



CITY OF SOUTH EUCLID, OHIO

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

September 27, 2021

AN ORDINANCE

AMENDING THE ZONING MAP OF THE CITY OF SOUTH EUCLID, OHIO, SO AS TO CHANGE THE HEREINAFTER DESCRIBED PERMANENT PARCEL NUMBERS FROM ITS EXISTING CLASS R-50 "ONE AND TWO FAMILY DISTRICT" OR C-1 "LIMITED COMMERCIAL DISTRICT" TO M-G "MAYFIELD GREEN DISTRICT."

WHEREAS, after careful study of the city's zoning map, the Mayor and City Council propose to expand the downtown M-G "Mayfield-Green District" to encompass the hereinafter described parcels existing currently as Class R-50 "One and Two Family District" or C-1 "Limited Commercial District"; and

WHEREAS, the parcels selected for inclusion into this expansion of the M-G "Mayfield-Green District" are already either commercial or institutional uses and are misclassified as single family residential or limited commercial uses; and

WHEREAS, this expansion of the M-G "Mayfield-Green District" is consistent with the 2019 Yard & Company plan and the 2018 City Master Plan for the future of downtown South Euclid and will allow for opportunities of innovative growth; and

WHEREAS, the Planning Commission discussed and considered this request from the Mayor and City Council and held a public hearing on the above matter on *Month 00, 2021*; and

WHEREAS, after the public hearing and further discussion, the Planning Commission, in a *x-x-x* vote, recommended approval of the rezoning of the hereinafter described parcels from the existing Class R-50 "One and Two Family District" or C-1 "Limited Commercial District" to M-G "Mayfield-Green District"; and

WHEREAS, the Council of the City of South Euclid, after conducting its due diligence, intends to accept the recommendation of the Planning Commission to rezone the hereinafter described parcels from its existing Class R-50 "One and Two Family District" or C-1 "Limited Commercial District" to M-G "Mayfield-Green District."

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

Section 1: That the following pieces of property known as permanent parcel nos. 703-13-037; 703-13-038; 703-13-039; 703-13-040; 703-14-019; 703-14-020; 703-14-021; 703-14-022; 703-14-023; 703-14-025; 703-14-026; 703-29-015; 703-30-020; 703-30-030; and 703-30-053 which are currently zoned R-50 "One and Two Family District" and the following pieces of property known as permanent parcel nos. 703-29-016; 703-29-017; and 703-29-029 which are currently zoned C-1 "Limited Commercial District" be rezoned M-G "Mayfield-Green District," as recommended by the Planning Commission and approved by City Council.

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

Section 3: That this Ordinance shall take effect and be in force immediately upon its adoption by the Council and approval by the Mayor, or otherwise shall take effect and be in force after the earliest period allowed by law.

Passed this _____ day of _____, 2021.

Joseph Frank, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law