

THE CITY OF SOUTH EUCLID  
SCHEDULE OF MEETING  
October 25, 2021  
8:00 PM

**Meeting Conducted Via WebEx Meeting Platform**

**PUBLIC ACCESS FOR RESIDENTS:**

**Please go to the City's Homepage at [www.cityofsoutheuclid.com](http://www.cityofsoutheuclid.com)  
and click the "Join City Council Meeting Link"  
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**The Password to Join the Meeting is:**

**e2NGnZPKd38 (32646975 from phones and video systems)**

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1. **PLEDGE OF ALLEGIANCE**

2. **ROLL CALL**

3. **SWEARING IN CEREMONY & SPECIAL RECOGNITION**

South Euclid Police Department Swearing-In:

- Officer Matthew Arko
- Officer Ryan Krizmanic

Recognition for Distinguished Service:

- Officer Dustin Smoot
- Officer Adam Singerman

4. **APPROVAL OF MINUTES:** September 27, 2021

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

6. **REPORT OF LAW DIRECTOR**

7. **REPORT OF SCHOOL DISTRICT**

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

9. **REPORT OF COUNCIL COMMITTEES**

10. **LEGISLATION FROM THE PLANNING COMMISSION**

1. Ordinance 04-21

Amending Chapter 1107 "Automobile Sales" of Part Eleven "Business Regulation Code," of the Codified Ordinances of the City of South Euclid, Ohio. **Second Reading. To be placed on second reading pending a public hearing.**

2. Ordinance 22-21

Amending Section 731.03 "General Commercial Districts" of Chapter 731 "Permitted Uses in Commercial Districts" of Title Three "Commercial District Regulations;" Amending Section 741.02 "Limited Manufacturing (M-1) Districts," and Section 741.04 "Sale of Gasoline and/or Motor Vehicle Fuel from premises at which alcoholic beverages are sold or offered for sale; Penalty" of Chapter 741 "Permitted Uses In Manufacturing Districts" of Title Four "Manufacturing District Regulations" of Part Seven "Planning and Zoning Code," of The Codified Ordinances of the City of South Euclid, Ohio. First Reading. **To be placed on first reading and discussed as companion legislation to Ord. 04-21 in Zoning & Planning Committee.**

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

1. Resolution 49-21                      Authorizing the Mayor to enter into a Member Community Infrastructure Grant Program (MCIP) Agreement with the Northeast Ohio Regional Sewer District for the Oakmount Road Phase 2 Infrastructure Improvement Project. First Reading.
  
2. Resolution 50-21                      Authorizing the City Engineer to Prepare the Necessary Plans, Specifications, and Advertise for bids for the Oakmount Road Phase 2 Infrastructure Improvement Project in the City of South Euclid, Ohio; and declaring an emergency. First Reading.
  
3. Resolution 51-21                      Authorizing the City Engineer to Prepare the Necessary Plans, Specifications, and Advertise for Bids for the 2022 Street Resurfacing Program in the City of South Euclid, Ohio; and declaring an emergency. First Reading.

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

**13. COMMUNICATIONS OF CITY COUNCIL**

- 14. ADJOURN TO EXECUTIVE SESSION**                      for the purposes of discussing pending litigation.

**15. ADJOURN**

CITY OF SOUTH EUCLID, OHIO

ORDINANCE NO.: 04-21

February 22, 2021

INTRODUCED BY: Frank

As Amended by the Planning Commission:

REQUESTED BY: Gray and Planning Comm.

October 14, 2021

AN ORDINANCE

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

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

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

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

WHEREAS, after careful consideration, the Planning Commission voted 4-0 to recommend the following changes to City Council.

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

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

Chapter 1107 "AUTOMOBILE, **MOTORCYCLE, RECREATIONAL VEHICLE, TRAILER, AND BOAT SALES**"

**1107.01 DEFINITIONS.**

As used in this section:

- 1) "Automobile" means a passenger vehicle designed for operation on ordinary roads and typically having four wheels and a gasoline or diesel internal-combustion engine. This includes cars and non-commercial trucks.
- 2) "Motorcycle" means a motor vehicle similar to a bicycle with 2 or 3 wheels but usually larger and heavier powered by a motor, chiefly for one rider but sometimes having two saddles or an attached sidecar for passengers.
- 3) "Recreational Vehicle" means a van or utility vehicle or enclosed travel trailer used for recreational or camping purposes often equipped with living facilities. The "vehicle" may or may not be motorized.
- 4) "Trailer" means an open or enclosed wagon drawn by an automobile or truck used for hauling or transporting goods or equipment. This "vehicle" is not motorized.
- 5) "Boat" means a recreational vessel for transport by water with a motor for propulsion. A boat is often transported on a trailer where size permits.
- 6) "Vehicle" means one or all of the above.

## **1107.02 VEHICLE SALES AND STORAGE.**

Dealerships or establishments offering new or new and used Automobiles, motorcycles, Recreational Vehicles, trailers, or boats for sale may be conditionally permitted in an M-1 or M-2 district in compliance with the following items (1) through (9):

- 1) **Primary and Conditional Accessory uses:** Sale of new automobiles means a building and land primarily used by a franchised automobile dealer principally for the sale of new automobiles. The sale of used automobiles may be permitted only as a conditional accessory use provided the inventory of used automobiles does not exceed fifty percent (50%) of the overall vehicle inventory at any one (1) time. The sale of accessory used vehicles must be located on the same site as the new vehicle sales.
- 2) **Site Plan Requirements:** The franchised automobile dealership must be on a lot with not less than 300 feet frontage, and, where the open lot abuts on more than one street, not less than 300 feet frontage on each such street, for the sale of used motor vehicles. The franchised automobile dealership must have customer and employee parking on site including required ADA parking per applicable building codes. A Site Plan showing areas of surface parking for new vehicles, used vehicles (if applicable), customer and employee parking shall be submitted to the appropriate City commission for review and approval. This Site Plan must meet all regulations as set forth in Sections 770, 771 and 772 for signs, landscaping and parking respectively of Part Seven of the Planning and Zoning Code.
- 3) **Accepted Accessory Uses:** Service garage, leasing department, car wash and other activities customarily incidental to a full service franchised automobile or vehicle dealer shall be permitted as accessory to the sale of new automobiles provided these activities are conducted in wholly enclosed buildings. Only repair of vehicles customarily associated with new automobile sales shall be permitted and shall be conducted inside a suitable building.
- 4) **Storage on site:** No junk, inoperative or unlicensed vehicles will be permitted to remain outside on the primary property for more than forty-eight (48) hours.
- 5) **Screening:** Locations where such vehicle dealerships or establishments use abuts a neighborhood district or residential dwelling, they shall provide a buffer zone along the entire length of the common boundary between the commercial use and the residential use which shall be maintained not less than ten (10) feet in depth. This buffer zone shall be landscaped with grass, shrubbery, trees, and a solid brick or split faced concrete block wall as per Section 771.
- 6) **Storage offsite:** Storage of new or new and used vehicles offsite due to lack of storage on site shall require a conditional use permit for the storage site subject to the following conditions:
  - a) Storage site must be in same zoning district of M-1, M-2 and must be screened as described above.
  - b) No inoperable vehicles may be stored at the offsite location.
  - c) No vehicle shall be stored for more than 120 days.
  - d) Off site storage area must be locked at all times except when moving vehicles in and out of the lot.
- 7) Conditional use permit and conditional permits for accessory uses or for offsite storage use shall be non-transferable. Conditional use permit and conditional permits for accessory uses or for offsite storage use for an existing open business that is sold to a new owner and remains open continuously during the transfer of ownership shall be allowed and must be transferred into the new business name.
- 8) All non-conforming used car sale lots currently in operation at the time of passage of this specific legislation must conform to Chapter 1107, Automobile, Motorcycle, Recreational Vehicle, Trailer and Boat Sales. Existing non-conforming businesses must be in compliance with Chapter 751, Regulations for Nonconforming Uses of the Codified Ordinances of South Euclid.

~~1107.01~~ **1107.03 HOURS; OUTDOOR LIGHTING OF USE OF SALES DISPLAY AREA.**

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

**1107.04 SALES DISPLAY AREAS REGULATIONS.**

**1) CONDITION OF DISPLAY AREA - Areas used for the display of motor vehicles being held for sale or lease shall be smoothly graded, paved, striped, and adequately drained, and surface water shall not be permitted to discharge over or onto adjoining lands or to create a nuisance on the sidewalk, tree lawn or street.**

**2) SETBACK OF DISPLAY AREA:**

**a) Along the street frontage of all areas used for the display of motor vehicles for sale or lease, there shall be constructed a curb or barrier not less than four inches high, which shall not be placed in front of the building line or less than fifteen feet from the street line, whichever is greater, in accordance with the Zoning Code, particularly Section 755.04. Such curb or barrier shall be continuous across the display area, except for pedestrian traffic and except that one driveway for ingress and one for egress, each not more than twelve feet wide at the sidewalk crossing, may be maintained along the street frontage of display areas. No motor vehicle shall be parked for display or repair or for any other purpose between such curb or barrier and the street, and such area shall be kept free of vehicles at all times.**

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

**3) LIGHTING OF DISPLAY AREA - The lighting of areas used for the display of motor vehicles shall be placed behind the setback building line and not over twenty feet above grade. Such lighting shall be of the hooded or shielded type and shall be directed downward and away from adjoining property and public streets. All outdoor lighting for Sales Display Areas must meet Chapter 1328, Outdoor Lighting of the Codified Ordinances.**

~~1107.02~~ **1107.05 NUISANCES PROHIBITED.**

**1) Only clean vehicles in good condition shall be displayed by dealers of new or used motor vehicles. Wrecked vehicles, those needing repair and those not in condition to be sold at retail shall be stored in such rear yard areas as are not visible from the street and shall not be permitted to be stored on the property for more than 120 days.**

**2) To minimize the possibility of theft or accidental movement of vehicles, the ignition key shall be accessible only to authorized personnel.**

**3) Premises for the display and sale of new or used vehicles shall be kept free of debris, such as cleaning rags, paper and waste and all types of discarded vehicle parts and containers for fuel or other products.**

~~1107.03~~ **SETBACK OF DISPLAY AREA.**

~~Along the street frontage of all areas used for the display of motor vehicles for sale or rent, there shall be constructed a curb or barrier not less than four inches high, which shall not be placed in front of the building line or less than fifteen feet from the street line, whichever is greater, in accordance with the Zoning Code, particularly Section 755.04. Such curb or barrier shall be continuous across the display area, except for pedestrian traffic and except that one driveway for ingress and one for egress, each not more than twelve feet wide at the sidewalk crossing, may be maintained along the street frontage of display areas. No motor vehicle shall be parked for~~

~~display or repair or for any other purpose between such curb or barrier and the street, and such area shall be kept free of vehicles at all times.~~

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

~~1107.04 REGULATIONS FOR DISPLAY AREA.~~

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

~~1107.05 LIGHTING OF DISPLAY AREA.~~

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

1107.99 PENALTY.

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

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

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

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

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

Attest:

Approved:

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

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

Approved as to form:

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

CITY OF SOUTH EUCLID, OHIO

ORDINANCE NO.: 22-21  
INTRODUCED BY: Frank  
REQUESTED BY: Planning Commission

October 25, 2021

AN ORDINANCE

AMENDING SECTION 731.03 "GENERAL COMMERCIAL DISTRICTS" OF CHAPTER 731 "PERMITTED USES IN COMMERCIAL DISTRICTS" OF TITLE THREE "COMMERCIAL DISTRICT REGULATIONS;" AMENDING SECTION 741.02 "LIMITED MANUFACTURING (M-1) DISTRICTS," AND SECTION 741.04 "SALE OF GASOLINE AND/OR MOTOR VEHICLE FUEL FROM PREMISES AT WHICH ALCOHOLIC BEVERAGES ARE SOLD OR OFFERED FOR SALE; PENALTY" OF CHAPTER 741 "PERMITTED USES IN MANUFACTURING DISTRICTS" OF TITLE FOUR "MANUFACTURING DISTRICT REGULATIONS" OF PART SEVEN "PLANNING AND ZONING CODE," OF THE CODIFIED ORDINANCES OF THE CITY OF SOUTH EUCLID, OHIO.

WHEREAS, City Council passed Res. 09-21, placing a moratorium on the opening and expansion of establishments engaged in the sale and/or leasing of used automobiles; and

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

WHEREAS, the Planning Commission has reviewed the Planning and Zoning Code; and

WHEREAS, after careful consideration, the Planning Commission voted 4-0 to recommend the following zoning text changes to City Council.

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

Section 1: That Section 731.03 "General Commercial Districts" of Chapter 731 "Permitted Uses in Commercial Districts" of Title Three "Commercial District Regulations;" Section 741.02 "Limited Manufacturing (M-1) Districts," Section 741.04 "Sale of Gasoline and/or Motor Vehicle Fuel from Premises at which Alcoholic Beverages are Sold or Offered for Sale; Penalty;" of Chapter 741 "Permitted Uses in Manufacturing Districts" of Title Four "Manufacturing District Regulations" of Part Seven "Planning and Zoning Code" of the Codified Ordinances of the City of South Euclid, Ohio be hereby amended to read as follows:

**731.03 GENERAL COMMERCIAL (C-2) DISTRICTS.**

The following permitted retail establishments in a General Commercial (C-2) District are established to serve the comprehensive retail needs of the individual consumer. The sale or storage of goods in outdoor areas is limited to those products finished for final use by the consumer.

- (a) All uses permitted in a Limited Commercial (C-1) District;
- (b) Commercial establishments whose essential operations may depend upon outdoor sales and storage, such as:
  - (1) ~~Automobile service stations, and motor vehicle automobile, motorcycle, recreational vehicle, trailer or boat repair shops. and motor vehicle showrooms, or open lots with not less than 300-foot frontage, and, where the open lot abuts on more than one street, not less than 300 feet frontage on each such street, for the sale of used motor vehicles. New and/or used~~ **automobile, motorcycle, recreational vehicle, trailer or boat vehicle sales are not permitted.**

(2) Establishments for the sale of nursery stock, garden supplies and equipment and monuments;

(c) Restaurants, bars, taverns and eating establishments which provide dancing or entertainment;

(d) Hotels and motels;

(e) Funeral homes;

(f) Indoor recreational establishments such as bowling alleys and movie theaters;

(g) Accessory uses; and

(h) Similar uses as provided in Section [762.09](#).

#### **741.02 LIMITED MANUFACTURING (M-1) DISTRICTS.**

The operation of the following uses can conform to high performance standards and can conform to the purposes of this Title. All uses permitted in an M-1 Limited Manufacturing District, including all processing, fabricating and manufacturing, shall be located completely within enclosed buildings, except accessory off-street parking and loading facilities and except open storage of materials and/or equipment used or produced on the premises, which shall be permitted if suitably screened by a fence or dense landscaping so that no stored material is visible from an abutting street or an abutting residential zoning district. Outdoor overnight parking of cargo carriers shall be permitted.

(a) Commercial Service Uses.

(1) Animal hospitals

(2) Automobile, motorcycle, **recreational vehicle**, trailer or boat sales and repair

(3) Car washes, provided that the zoning lot contains a reservoir of space for at least ten automobiles for each washing lane, plus one space for each employee

(4) Banks

(5) Building material sales

(6) Carpet cleaning

(7) Dry cleaning

(8) Eating places, provided that they are not of the drive-in type

(9) Electrical, glazing, heating, painting, plumbing, roofing, ventilating and similar contractors' establishments

(10) Greenhouses

(11) Gasoline service stations **with or without automobile repair garages and public garages**

(12) Household or office machinery repair shops

(13) Laundries

(14) Line, towel and diaper cleaning and supply

(15) Machinery rental or sales establishments

(16) Photographic developing and printing

(17) Sign painting shops

(18) Soldering or welding shops

(19) Trade or business schools for adults and research institutions

(b) Public Utilities and Vehicle Storage Uses.

(1) Commercial or public utility vehicle storage

(2) Commercial garages and parking structures

(3) Public utility facilities and installations such as pump stations, telephone exchange centers, radio and television antennas and cellular telephone towers

(4) Transit garages

(c) Storage or Wholesale Uses.

(1) Moving and storage company offices and warehouses

(2) Warehouses

(3) Wholesale operations

(d) Research or Design Uses. Scientific laboratories devoted to research, design, experimental production and testing operations.

(e) Light Manufacturing Uses.

- (1) Apparel or other textile products from already-produced textile goods
- (2) Automobiles, trucks or trailers and parts and accessories thereof
- (3) Beverages, nonalcoholic
- (4) Boats and related products and accessories
- (5) Bottling works
- (6) Brushes and brooms
- (7) Cameras and photographic equipment, except film
- (8) Carpentry, woodworking and cabinets
- (9) Carpets
- (10) Canvas or canvas products
- (11) Ceramic products such as pottery, small glazed tile and similar products
- (12) Chemical compounding and packaging
- (13) Cosmetics or toiletries
- (14) Electrical appliances and equipment
- (15) Electrical supplies, including wire or cable, switches, insulation, batteries and similar products
- (16) Electrical machinery
- (17) Food products and processing, except slaughtering of meat or preparation of fish for packaging
- (18) Fur goods, not including hide tanning
- (19) Glass products, not including glass manufacturing
- (20) Hair, felt or feather products, except washing, dyeing and curling
- (21) Hosiery
- (22) Household or office equipment machinery
- (23) Ice, dry or natural
- (24) Ink or inked ribbon
- (25) Rope, sacking or cordage products
- (26) Leather products, not including hide tanning or dyeing
- (27) Luggage
- (28) Light machinery such as lawn mowers
- (29) Machine tools such as drills and saws
- (30) Mattresses and bedding
- (31) Metal finishing and plating
- (32) Metal stamping or extrusion
- (33) Medical supplies
- (34) Mirror silvering and glass cutting
- (35) Musical instruments
- (36) Novelty products
- (37) Optical equipment, clocks and similar precision instruments
- (38) Orthopedic or medical appliances
- (39) Paper products and paper board products, not including paper rolling or manufacturing
- (40) Perfumes, compounding only
- (41) Plastic products
- (42) Printing or publishing
- (43) Rubber products, not including manufacture of natural or synthetic rubber
- (44) Silverware and silver products
- (45) Silverplating
- (46) Soap and detergent, packaging only
- (47) Soldering and welding operations
- (45) Sporting goods and athletic equipment
- (46) Stationary
- (47) Steel products, miscellaneous manufacturing and assembly
- (48) Tobacco products

- (49) Tool and die shops, pattern making and similar operations
- (50) Toys
- (51) Upholstering
- (52) Venetian blinds, window shades and similar products
- (53) Wax products
- (54) Wood products

(f) Accessory Uses.

- (1) Off-street parking and loading facilities as permitted and regulated in [Chapter 772](#)
- (2) Signs as permitted and regulated in [Chapter 770](#)
- (3) Employee lunch rooms
- (4) Child day care facility serving the children or dependents of employees working on the premises
- (5) Health care, exercise rooms, gymnastics or body-building center serving employees working on the premises
- (6) A restaurant in an office building used for the serving of food and dispensing of beverages

(g) Other Uses. All uses permitted in a General Commercial (C-2) District.

(h) Similar Uses. Similar uses as provided in Section [762.09](#).

**(i) Conditional Uses.**

**(1) New or new and used automobile, motorcycle, recreational vehicle, trailer or boat sales as defined in Chapter 1107.**

**~~741.04 SALE OF GASOLINE AND/OR MOTOR VEHICLE FUEL FROM PREMISES AT WHICH ALCOHOLIC BEVERAGES ARE SOLD OR OFFERED FOR SALE; PENALTY.~~**

~~—(a) No building or lot shall be used for the sale of, or for offering the sale of, gasoline and/or motor vehicle fuel if beer and/or wine and/or intoxicating liquor is sold or offered for sale at retail at or upon such building or lot.~~

~~—(b) Any person, including, without limitation, the president, the chief executive officer, a responsible officer or other employee of a firm or organization, who is convicted of a violation of this section, shall be guilty of a misdemeanor of the first degree and shall be fined not more than one thousand dollars (\$1,000) or imprisoned not more than six months, or both, for each offense.~~

~~—(c) For the purpose of this section, a separate offense shall be deemed committed each day during or on which a violation of this section occurs or continues.~~

~~—(d) The imposition of any penalty shall not preclude the Director of Law from instituting an appropriate action or proceeding, in a court of proper jurisdiction, to restrain, correct or abate a violation, to prevent the occupancy of a building, structure or premises or to require compliance with the provisions of this section or the orders or determinations of the Zoning Administrator, the Mayor or the Zoning and Building Standards Board of Appeals as such orders or determinations relate to this section.~~

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 Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare in the City and 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

Changes Made per 4/8/21 Meeting:

1. New and Used Automobile Sales removed as a permitted use in C2. This also removes this as a permitted use from the C3 District.
2. New and Used Automobile Sales changed to being a Conditional Use in the M1 District. This provision also then automatically applies to the M2 District.



STEPHEN HOVANCSEK & ASSOCIATES, INC.

*Consulting Engineers & Planners*

TWO MERIT DRIVE • RICHMOND HEIGHTS, OHIO 44143

(216) 731-6255

FAX NO: (216) 731-4483

## MEMORANDUM

**To:** Michael LoGrasso, Director of Law

**From:** Andrew Blackley

**Date:** October 14, 2021

**Cc:** Mayor Welo, Keith Benjamin, Jim Anderson, Brenda Wendt

**RE: PROPOSED LEGISLATION – Authorization to prepare Plans and Bid the Oakmount Road Infrastructure Improvement Project, Phase 2**

1. On behalf of the Service Director we request legislation authorizing us to prepare plans and specifications and bid the Oakmount Road Infrastructure Improvement Project, Phase 2.
2. This project will replace the existing city owned infrastructure on Oakmount Road, from Rainbow Road to Division Road, focusing on the replacement of the deteriorated sanitary sewer, storm sewer, water main and related service connections. The existing sewers are in very poor condition and the combined trench construction leads to infiltration from the storm sewer into the sanitary sewer.
3. The new sanitary sewer will be placed in a separate trench, and the storm and sanitary sewer manholes and service laterals will be replaced, as will the catch basins. The water main will also be replaced, including the fire hydrants and service connections.
4. The street pavement will be completely removed and replaced due to the extensive nature of the underground sewer and water main replacement work
4. The current total project cost estimate is **\$ 2,270,830.00**, with \$ 1,291,856.00, funded from the Flood Control Fund, \$ 460,714 from a NEORS Member Community Infrastructure Program (MCIP) reimbursable grant, and \$ 518,260 from the Cleveland Water Department.
5. As we would like to bid this work as soon as we respectfully request that this legislation be passed at the earliest opportunity.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 49-21  
INTRODUCED BY: Frank  
REQUESTED BY: Mayor

October 25, 2021

A RESOLUTION

AUTHORIZING THE MAYOR TO ENTER INTO A MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM (MCIP) AGREEMENT WITH THE NORTHEAST OHIO REGIONAL SEWER DISTRICT FOR THE OAKMOUNT ROAD PHASE 2 INFRASTRUCTURE IMPROVEMENT PROJECT.

WHEREAS, the city applied for funding for this project through the Northeast Ohio Regional Sewer District Member Community Infrastructure Grant Program which provides funding for water resource projects; and

WHEREAS, the project was selected to receive \$460,714.00 in funding from the Northeast Ohio Regional Sewer District Member Community Infrastructure Grant Program for the 2022 Oakmount Road Phase 2 Infrastructure Improvement Project; and

WHEREAS, in order to be eligible to receive these funds the city must enter into an agreement with the Northeast Ohio Regional Sewer District.

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

Section 1: That the Mayor is hereby authorized and directed to enter into a Member Community Infrastructure Grant Program Agreement with the Northeast Ohio Regional Sewer District in order to receive \$460,714.00 in funding for the 2022 Oakmount Road Phase 2 Infrastructure Improvement Project and the agreement shall be in substantially the same form as attached hereto.

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 5: That 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, in order to allow this critical project to be completed.

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

**MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT**

**BY AND BETWEEN**

**NORTHEAST OHIO REGIONAL SEWER DISTRICT  
AND**

**CITY OF SOUTH EUCLID**

**FOR**

**OAKMOUNT ROAD INFRASTRUCTURE IMPROVEMENT PHASE 2 PROJECT**

**THIS AGREEMENT** ("Agreement") is entered into as of the 1<sup>st</sup> day of January, 2022 ("Effective Date"), by and between the Northeast Ohio Regional Sewer District ("District"), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. 273-21, adopted by the District's Board of Trustees on September 2, 2021 (Exhibit "A"), and the City of South Euclid ("Member Community"), a municipality of the State of Ohio, acting pursuant to Ordinance No. \_\_\_\_\_, passed on \_\_\_\_\_, 2021 (Exhibit "B"). The District and the Member Community may be collectively referred to herein as "Parties."

**RECITALS:**

WHEREAS, the District is interested in assisting member communities with water quality and quantity issues associated with sewer infrastructure that adversely impact human health and the environment; and

WHEREAS, Ohio law authorizes regional water and sewer districts to enter into grant agreements with political subdivisions for water resource projects; and

WHEREAS, pursuant to Ohio Revised Code Chapter 6119, generally, and Ohio Revised Code Section 6119.06(F), the District established the Member Community Infrastructure Program ("MCIP") to provide water resource project funding opportunities to member communities for sewer infrastructure projects in the District's service area; and

WHEREAS, the District issued a Request for MCIP Proposals (Exhibit "C");  
and

WHEREAS, in response to the District's Request for MCIP Proposals, the Member Community, a District member community, submitted an application for the Oakmount Road Infrastructure Improvement Phase 2 project (the "Project" or "MCIP Project"), attached hereto as Exhibit "D;"

WHEREAS, the District has determined that the MCIP Project will address water quality and quantity issues associated with sewer infrastructure that adversely impacts human health and the environment.

NOW THEREFORE, in consideration of the foregoing, the grant to be made by the District and the mutual promises contained in this Agreement, the parties agree as follows:

**Article 1. The MCIP Project**

- 1.1 The MCIP Project. The Member Community will manage, design, procure and construct the MCIP Project, which generally consists of continuing the replacement of failing sewers on Oakmount Road, as set forth in Exhibit "D."
- 1.2 Performance Goal and Verification. The performance goal for the MCIP Project is set forth in Exhibit D. At the request of the District, the Member Community will provide data relevant to the project performance verification as set forth in Exhibit C. The Member Community agrees to provide the District with post-construction verification of the performance goal. Failure to do so may impact future grant awards.
- 1.3 Compliance with District's Code of Regulations. The MCIP Project shall be designed and constructed to ensure compliance with the District's Code of Regulations. The goal of the MCIP is to reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary and/or storm sewer infrastructure problems.
- 1.4 Permits and Approvals. The Member Community shall obtain and pay the cost of all required federal, state, and local approvals, including permits, necessary to initiate and complete the MCIP Project.
- 1.5 Affected Property Owners. The Member Community shall obtain all easements, rights of entry, and other necessary legal agreements with affected property owners to perform construction and to bind any successor

in title to maintain compliance as required in this Agreement. The costs of obtaining such legal agreements are eligible for MCIP fund reimbursement, if they are part of the proposal and approved by the District.

- 1.6 MCIP Project Modifications. The Member Community shall submit requests to modify the budget, deadlines, deliverables, or other components of the Project to the District Representative for approval at least fifteen (15) business days prior to the execution of the modification. Any modification to the MCIP Project must be approved by the District Representative in writing.
- 1.7 Photographs of MCIP Project. The District shall have the right to observe, monitor, inspect, and photograph the MCIP Project at any and all stages of design and construction, as well as post-construction.

**Article 2. Design and Construction of the MCIP Project**

- 2.1 District Review of Design Work. The Parties agree that the District shall have the right to review and comment on the final MCIP Project design plans prior to construction. The Member Community shall submit the final MCIP Project design plans to William Fussner, Project Manager, at [fussner@neorsd.org](mailto:fussner@neorsd.org), in a timely manner that provides the District with at least fifteen (15) business days to review. Any modification to the MCIP Project must be submitted to the District Representative in writing.
- 2.2 MCIP Project Meetings. The District shall have the right to attend all MCIP Project progress meetings and shall receive at least five (5) business days advance notice of all such meetings.
- 2.3 Member Community to Bid and Construct MCIP Project. After the District's review of the MCIP Project design in accordance with Article 2.1 above, the Member Community shall bid and complete the construction work pursuant to the final MCIP Project plans and specifications and in accordance with all applicable laws and regulations. The Member Community shall be responsible for construction procurement, supervision, and inspection in accordance with the terms of this Agreement. The Member Community shall provide the District Representative a copy of the awarded bid.
- 2.4 Construction Schedule. The District shall have the right to review and provide written comments to the proposed MCIP Project construction schedule, prior to the selected contractor beginning field activities.
- 2.5 Pre-Construction and Construction Meetings. The District shall have the right

to attend all pre-construction and construction meetings with the MCIP Project contractor. The Member Community shall notify the District Representative, in writing or via e-mail, of such meetings at least five (5) business days prior to the meeting date.

- 2.6 Daily Construction Supervision. The District is not required to and will not provide any daily construction supervision, or inspection and testing services for the MCIP Project.
- 2.7 As-Built Drawings. At the District's request, the Member Community shall provide the District Representative with "as-built" drawings for the MCIP Project.
- 2.8 Record Drawings. The Member Community shall provide to the District Representative record drawings, approved by the Member Community's Engineer, at the closure of the MCIP Project.
- 2.9 District Request for Construction Progress Meetings. The Member Community agrees to meet with the District to review the MCIP construction project status and progress, as may be requested by the District.
- 2.10 Payment of Prevailing Wage. The Member Community shall be responsible for determining whether the payment of prevailing wages, as set forth in Chapter 4115 of the Ohio Revised Code, are required for labor used in constructing the MCIP Project, and shall ensure compliance with any prevailing wage requirements in such Chapter.

**Article 3. Ownership, Operation, and Maintenance**

- 3.1 Member Community Operation and Maintenance Responsibilities. During construction and after construction, the Member Community shall own, operate, and maintain the MCIP Project. The Member Community shall reimburse the District in an amount equal to one hundred percent (100%) of the District Funds provided by the District under this Agreement if this provision is violated. In the event that the District determines a violation of this section has occurred, the District shall notify the Member Community in writing. The Parties agree to resolve any dispute relating to such alleged violation in accordance with the procedure set forth in Article 9 of this Agreement.
- 3.2 Post-Construction Operation and Maintenance Plan. The Member

Community shall provide the District with a letter referencing the post-construction operation and maintenance plan for the MCIP Project. Operation and maintenance plans shall be updated by the Member Community, as may be necessary, and as may be requested by the District.

- 3.3 Maintenance Inspection Records. The Member Community shall maintain a record of the Member Community's maintenance inspections and overall performance of the MCIP Project for at least three (3) years and shall submit a copy to the District upon reasonable request.

#### **Article 4. Project Costs and Funding**

- 4.1 District Funds. The District agrees to pay the Member Community an amount not to exceed Four Hundred Sixty Thousand Two Hundred Seven and 00/100 Dollars (\$460,207.00) (the "District Funds"), for year 2022, on a reimbursement basis, in accordance with the terms of this Article and Article 6. Yearly anticipated reimbursement amounts may only be altered in writing at the discretion of the District's Director of Watershed Programs. The District shall withhold five percent (5%) or \$23,010.35 of the District Funds until the District receives:
- a) final record drawings for the MCIP Project,
  - b) final report of audit prepared in connection with and specific to the Project,
  - c) a letter referencing the post-construction operation and maintenance plan.
- 4.2 Member Community Funds. The Member Community agrees to pay all MCIP Project costs that exceed the amount of the District Funds ("Member Community Funds"). Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds, including, but not limited to, differing site conditions or other unforeseen situations. Prior to the Member Community issuing a notice-to-proceed for any MCIP Project related work or service, the Member Community shall provide the District a copy of the certification by the Member Community's Finance Director that the Member Community Funds have been lawfully appropriated by the Member Community for the Project. This certification is attached hereto as Exhibit "E."
- 4.3 Use of District Funds - Reimbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or

after January 1, 2022 and in accordance with the project schedule requirements set forth in Article 6. In accordance with the provisions of this Agreement, the District shall reimburse the Member Community for eligible MCIP Project expenses based upon paid invoices, prepared and submitted by the Member Community to the District, in the form prescribed by the District, and including all supporting documentation as required by this Agreement and the MCIP Policy, Process, and Procedures, attached hereto as Exhibit "F."

The Member Community will provide a copy of the award bid with the first reimbursement request.

Quarterly progress reports shall be submitted to the District in accordance with the following:

- First Request: Due April 30, 2022 for work completed January 1, 2022– March 31, 2022;
- Second Request: Due July 31, 2022 for work completed April 1, 2022 - June 30, 2022;
- Third Request: Due October 31, 2022 for work completed July 1, 2022 – September 30, 2022;
- Fourth Request: Due January 31, 2023 for work completed October 1, 2022 – December 31, 2022;
- Fifth Request: Due April 30, 2023 for work completed January 1, 2023 – March 31, 2023;
- Sixth Request: Due July 31, 2023 for work completed April 1, 2023- June 30, 2023;
- Seventh Request: Due October 31, 2023 for work completed July 1, 2023 – September 30, 2023; and
- Eighth Request: Due January 31, 2024 for work completed October 1, 2023 – December 31, 2023.

Failure to submit the quarterly progress report in accordance with these deadlines may result in the revocation of the Agreement by the District.

The Member Community agrees to meet with District staff, as requested, to review MCIP Project progress and to use the reimbursement request and progress report form provided by the District available at: <http://www.neorsd.org/mcip.php>.

4.4 Third Party Payments. The Member Community shall bear the risk and remain solely responsible for any payments made by the Member Community

to third parties for work not approved for reimbursement by the District.

- 4.5 Records Retention. The Member Community shall keep all records and documents relevant to the MCIP Project, including but not limited to, an accurate, current, and complete accounting of all financial transactions for the MCIP Project. Such records and documents shall be available at reasonable times and places for inspection and copying by the District or any authorized representative thereof and shall be submitted to the District upon request along with any other compliance information which may be reasonably required.
- 4.6 District Funds Not Used. Any District Funds that are not used to complete the MCIP Project shall be retained by the District.
- 4.7 Final Project Costs. If final project costs decrease from the project proposal estimate, then the amount of the District's final contribution shall be adjusted to maintain the same District contribution percentage of the final project cost. (Exhibit C).

**Article 5. Public Participation and Outreach**

- 5.1 Educational Signage and Public Outreach. The Member Community shall coordinate any educational signage and any public outreach with the District. The Member Community shall acknowledge the District on MCIP Project related outreach communications and in public meetings that discuss the MCIP Project.
- 5.2 District Right to Reject. The District reserves the right to reject any signage, related to the MCIP Project.

**Article 6. Project Schedule and Warranty Period.**

- 6.1 Project Schedule. The MCIP Project schedule shall be as set forth in the Project Schedule and Budget Section of Exhibit "D." Any change to the Project schedule must be approved in writing by the District Representative.
- 6.2 MCIP Project Warranty. The Member Community's construction agreement shall require the contractor to provide a minimum of a one (1) year warranty period that commences upon final completion of the MCIP Project construction ("Warranty Period"). Prior to the conclusion of the Warranty Period the Member Community shall perform a CCTV inspection of the installed Project, if applicable, and provide a report to the District.

**Article 7. Term.**

7.1 Term. This Agreement shall begin on the date first above written and expire upon successful completion of the obligations contained herein.

**Article 8. Insurance.**

8.1 Insurance. The Member Community shall require MCIP Project consultants and contractors to name the Northeast Ohio Regional Sewer District as an Additional Insured for general liability, automobile liability, and property liability insurance coverages.

**Article 9. Dispute Resolution.**

9.1 Continuation of Obligations. The Parties shall continue the performance of their obligations under this Agreement notwithstanding the existence of a dispute. The District reserves the right to deposit District Funds in an escrow account until the dispute is resolved.

9.2 Designated Representatives. The Parties shall first try to resolve the dispute at the level of the designated representatives as follows:

<b>District Representatives</b>	<b>Member Community Representatives</b>
Director of Watershed Programs	City Engineer

If the Parties are unable to resolve the dispute at that level within ten (10) working days, the Parties shall escalate the dispute to the following level to resolve the dispute:

<b>District Representatives</b>	<b>Member Community Representatives</b>
District Chief Legal Officer or CLO's designee	Law Director

9.3 Mediation. If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon

request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after the mediator appointment, which meeting shall be attended by at least the respective representatives in Article 9.2 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.

9.4 Mediation Resolution. Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 10, Remedies, below.

**Article 10. Remedies.**

10.1 Remedies and Ohio Law. The Parties agree that, after exhausting the dispute resolution process outlined above, all claims, counterclaims, disputes and other matters in question between the Parties arising out of or relating to this Agreement, or the breach thereof, will be decided at law. This Agreement shall be governed by and interpreted according to the law of the State of Ohio. A party may file a lawsuit in a court of competent jurisdiction in Cuyahoga County, Ohio.

**Article 11. Notifications.**

11.1 Points of Contact. The Parties hereby designate the following individuals to serve as the primary points of contact under this Agreement:

District Representative	Member Community Representative
Grant Programs Administrator	City Engineer

**Article 12. Release of Liability.**

12.1 Release of All Liability. The Parties understand and agree that the District has no responsibilities or interest in the MCIP Project with respect to ownership, operation and maintenance and is acting solely as a funding source. The Member Community hereby releases the District from all liability related to the grant funding provided by the District hereunder. The Member Community further releases the District from all liability for: (i) the design, construction, implementation, operation, maintenance, and inspection of the Member Community's MCIP Project; (ii) any damages to third parties caused by the design, construction, implementation, operation, maintenance, inspection and every other aspect of the Member Community's MCIP Project; (iii) any defective performance of the Member Community's MCIP Project by the Member Community and/or its agents; and (iv) any damages caused by malfeasance or misfeasance of the grant funds by the Member Community.

**Article 13. Miscellaneous.**

13.1 Limit of Commitment. This grant is made with the understanding that the District has no obligation to provide other or additional support, including maintenance of the Member Community's MCIP Project. This grant does not represent any commitment to, or expectation of, future support, including maintenance of the Member Community's MCIP project from the District.

13.2 Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.

13.3 Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.

13.4 Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.

13.5 Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.

13.6 Merger Clause. This Agreement, along with any exhibits attached hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral

or written.

- 13.7 Binding on Successors. This Agreement is binding upon, and inures to the benefit of, the parties and their respective permitted successors and assigns.
- 13.8 Prohibition on Assignment and Subcontracting. The Member Community may not assign or subcontract its rights or duties under this Agreement, in whole in part, whether by operation of law or otherwise, without the prior consent of the District. Consent may be withheld for any reason or no reason. Any assignment or subcontract made in contravention of the foregoing shall be void and of no effect.
- 13.9 Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable, or invalid, in whole or in part for any reason, such provision shall be stricken from this Agreement and such provision shall not affect the validity of the remainder of this Agreement.
- 13.10 Headings. The headings in this Agreement are included for convenience only and shall neither affect the construction nor the interpretation of any provision in this Agreement.
- 13.11 Relationship of Agreement to Exhibits. The exhibits to this Agreement are attached for reference purposes only. Nothing in this Agreement shall be construed to modify, alter, clarify, or give effect to the terms and conditions of the various exhibits attached to this Agreement.

#### **Article 14. Exhibits.**

It is mutually understood and agreed that all Exhibits attached hereto are made a part hereof as if fully written herein. In the case of any conflict or variance between the terms of this Agreement and the terms of referenced documents, the terms of this Agreement shall govern. The following Exhibits attached hereto are hereby incorporated with and made a part of this Agreement:

- Exhibit "A" – District Resolution
- Exhibit "B" – Member Community's Authorizing Ordinance
- Exhibit "C" – Request for MCIP Proposals
- Exhibit "D" – Member Community's MCIP Application
- Exhibit "E" – Member Community's Certification of Funds
- Exhibit "F" – MCIP Policy, Process, and Procedures

The parties hereto have executed and delivered this Agreement as of the date first above written.

**NORTHEAST OHIO REGIONAL SEWER DISTRICT**

By: \_\_\_\_\_  
Kyle Dreyfuss-Wells  
Chief Executive Officer

and: \_\_\_\_\_  
Darnell Brown, President  
Board of Trustees

**CITY OF SOUTH EUCLID**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

The legal form and correctness of this instrument is approved.

By: \_\_\_\_\_  
Assistant/Director of Law  
CITY OF SOUTH EUCLID

Date: \_\_\_\_\_, 2021

This Instrument Prepared By:

\_\_\_\_\_  
Katarina Waag  
Assistant General Counsel  
Northeast Ohio Regional Sewer District

Each party agrees that this Agreement may be executed and distributed for signatures via email, and that the emailed signatures affixed by both parties to this Agreement shall have the same legal effect as if such signatures were in their originally written format.

**[FOR DISTRICT USE ONLY]**

**AGREEMENT NO.**

NORTHEAST OHIO REGIONAL SEWER  
DISTRICT  
WITH  
CITY OF SOUTH EUCLID  
FOR  
2022 MEMBER COMMUNITY  
INFRASTRUCTURE PROGRAM PROJECT:  
OAKMOUNT ROAD INFRASTRUCTURE  
IMPROVEMENT PHASE 2

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Total Approximate Cost:     \$460,207.00

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The legal form and correctness of the within  
instrument are hereby approved.

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ERIC J. LUCKAGE  
CHIEF LEGAL OFFICER

---

Date

**CERTIFICATION**

It is hereby certified that the amount  
required to meet the contract, agreement,  
obligation, payment or expenditure, for the  
above, has been lawfully appropriated or  
authorized or directed for such purpose and  
is in the Treasury or in process of collection  
to the credit of the fund free from any  
obligation or certification now outstanding.

---

KENNETH J. DUPLAY  
CHIEF FINANCIAL OFFICER

---

Date

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 50-21  
INTRODUCED BY: Frank  
REQUESTED BY: Mayor

October 25, 2021

A RESOLUTION

AUTHORIZING THE CITY ENGINEER TO PREPARE THE NECESSARY PLANS, SPECIFICATIONS, AND ADVERTISE FOR BIDS FOR THE OAKMOUNT ROAD PHASE 2 INFRASTRUCTURE IMPROVEMENT PROJECT IN THE CITY OF SOUTH EUCLID, OHIO; AND DECLARING AN EMERGENCY.

WHEREAS, The City of South Euclid has been awarded \$460,714 in funding from the Northeast Ohio Regional Sewer District Member Community Infrastructure Grant Program and \$518,260 from the Cleveland Water Department for the 2022 Oakmount Road Phase 2 Infrastructure Improvement Project.

WHEREAS, the total cost for the project is estimated to cost \$2,270,830, with \$1,291,856 funded from the City's Flood Control Fund and the remaining from the reimbursable grant funds.

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

Section 1: That the City Engineer is hereby authorized to prepare the necessary plans, specifications, bid profiles, and advertise for bids for the Oakmount Road Phase 2 Infrastructure Improvement Project within the City of South Euclid, Ohio.

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 28, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: That this Resolution is deemed to be an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of the residents and for the further reason that advertising for bids as early as possible will likely obtain the best results for the City. This Resolution shall take effect upon passage and approval.

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



STEPHEN HOVANCSEK & ASSOCIATES, INC.

*Consulting Engineers & Planners*

TWO MERIT DRIVE • RICHMOND HEIGHTS, OHIO 44143

(216) 731-6255

FAX NO: (216) 731-4483

## MEMORANDUM

**To:** Michael LoGrasso, Director of Law

**From:** Andrew Blackley

**Date:** October 14, 2021

**Cc:** Mayor Welo, Keith Benjamin, Jim Anderson, Brenda Wendt

**RE: PROPOSED LEGISLATION – Authorization to prepare Plans and Bid the 2022 Street Resurfacing Program**

1. On behalf of the Service Director we request legislation authorizing us to prepare plans and specifications and bid the 2022 Street Resurfacing Program. The program consists primarily of street resurfacing by “mill and fill” with limited pavement base, curb, and drive apron repairs.
2. The following streets are in the Base Bid:
  - Angela Drive and Capt. Montagano Boulevard;
  - Colony Road, from Wrenford to Warrensville Center Road;
  - Francis Court;
  - Genesee Avenue;
  - Glenside Road;
  - Lancaster Road;
  - Whitehall Drive
3. The project cost estimate for the Base Bid is \$ **1,231,495.00**, including engineering and inspection.

The project will be funded from the Roads Fund.

4. As we would like to bid this work as soon as early as possible in 2022 to capture the best possible pricing, we respectfully request that this legislation be passed at the earliest opportunity.

5. We anticipate bidding the project in January with a March, 2022 start, weather permitting. Project duration is estimated to be 90 days.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 51-21  
INTRODUCED BY: Frank  
REQUESTED BY: Mayor

October 25, 2021

A RESOLUTION

AUTHORIZING THE CITY ENGINEER TO PREPARE THE NECESSARY PLANS, SPECIFICATIONS, AND ADVERTISE FOR BIDS FOR THE 2022 STREET RESURFACING PROGRAM IN THE CITY OF SOUTH EUCLID, OHIO; AND DECLARING AN EMERGENCY.

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

Section 1: That the City Engineer is hereby authorized to prepare the necessary plans, specifications, and advertise for bids for the 2022 Street Resurfacing Program within the City of South Euclid, Ohio.

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 28, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3: That this Resolution is deemed to be an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of the residents and for the further reason that advertising for bids as early as possible will likely obtain the best results for the City. This Resolution 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