

THE CITY OF SOUTH EUCLID  
SCHEDULE OF MEETING  
MARCH 28, 2022  
8:00 PM

**Meeting Conducted Via WebEx Meeting Platform**

**PUBLIC ACCESS FOR RESIDENTS:**

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

**The Password to Join the Meeting is:**

**R8YjsRrdp56 (78957773 from phones and video systems)**

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1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES February 14, 2022
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

Committee of the Whole

1. Ordinance 05-22                      Fixing the salary range, compensation and rates of pay for various offices, boards, commissions and departments of the municipal government effective January 1, 2022; repealing Ordinance No. 06-21 adopted May 24, 2021 and all other ordinances or parts of ordinances inconsistent herewith; and declaring an emergency. First Reading.

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

1. Resolution 13-22                      Authorizing the Mayor to enter into a participation agreement with the Ohio Department of Transportation (ODOT) to provide 3,500 tons of sodium chloride (bulk rock salt) to the City of South Euclid, per Ohio Revised Code Section 5513.01 (B); for the 2022-2023 winter season. First Reading.
2. Resolution 14-22                      Authorizing the Mayor to enter into a contract with the Cuyahoga County Board of Health for Phase II Stormwater Services for Fiscal Years 2022-2025; and declaring an emergency. First Reading.
3. Resolution 15-22                      Authorizing the Mayor to convey certain real property of the City of South Euclid, Ohio to the Cleveland Metroparks. First Reading.

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

11. COMMUNICATIONS OF CITY COUNCIL

12. ADJOURN

CITY OF SOUTH EUCLID, OHIO

ORDINANCE NO.: 05-22  
 INTRODUCED BY: Gray  
 REQUESTED BY: Hardy

March 28, 2022  
*As recommended by Committee of Whole 03-21-22*

AN ORDINANCE

FIXING THE SALARY RANGE, COMPENSATION AND RATES OF PAY FOR VARIOUS OFFICES, BOARDS, COMMISSIONS AND DEPARTMENTS OF THE MUNICIPAL GOVERNMENT EFFECTIVE JANUARY 1, 2022, REPEALING ORDINANCE NO. 06-21 ADOPTED MAY 24, 2021 AND ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT HEREWITH; AND DECLARING AN EMERGENCY.

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

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

<u>ADMINISTRATION</u>	<u>RANGE</u>		
	<u>FROM</u>	<u>TO</u>	
Mayor	Reference ordinance number 12-07		
Council	Reference ordinance number 34-10		
Finance Director	\$82,774	\$119,700	Per annum
Building Commissioner/ Zoning Administrator	\$77,822	\$114,000	Per annum
Service Director	\$77,822	\$114,000	Per annum
<del>Economic</del> <b>Planning &amp; Development</b> Director	\$58,012	\$93,480	Per annum
<b>Community Development and Civic Engagement</b> Director <del>Community Services</del>	\$58,012	\$93,480	Per annum
Housing <b>Manager</b> Director	\$53,060	\$93,480	Per annum
<b>Parks &amp; Recreation</b> Director	<b>\$53,060</b>	<b>\$93,480</b>	<b>Per annum</b>
Community Center Director	\$53,060	\$93,480	Per annum
<b>Asst. Director Planning &amp; Development</b> <del>Community Development Coordinator</del>	\$50,382	\$75,000	Per annum
Assistant Service Director	\$50,382	\$75,000	Per annum
Assistant Finance Director	\$50,382	\$96,900	Per annum
Law Director	\$54,173	\$75,240	Per annum and <b>\$160.00</b> \$137.50 per hour for his or his designee's preparation, representation & appearance in all County, State and Federal Courts including preparation, representation and appearance before State and Federal Boards and Commissions and to representation in all City labor matters.

ADMINISTRATION (continued)

RANGE

	<u>FROM</u>	<u>TO</u>
Prosecutors	\$15,918	\$31,836 \$100.00 <b>\$120.00</b> per hour for preparation and appearance in County and State Courts and State and Federal Boards or Commissions, and for preparation and trial time for jury trials in the South Euclid Municipal Court.
City Engineer	\$10,612	\$21,224 Per annum
Fire Chief	Reference ordinance number 04-06	
Police Chief	Reference ordinance number 03-06	
Asst. Fire Chief	Reference ordinance number 04-06	
Asst. Police Chief	Reference ordinance number 03-06	

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

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

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

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

Traffic Commissioner	Paid one-half rank differential between Police Sergeant and Police Lieutenant
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Section 2: That title, salary and rates of pay for the following special service employees are hereby established not to exceed the following amounts:

SPECIAL SERVICE EMPLOYEES

Special Police Officer

Current Class "C" rate per CBA

RANGE

	<u>FROM</u>	<u>TO</u>
Auxiliary Police Officers	\$12.00/hr	\$25.00
Jailer	\$16.00/hr.	\$31.00
Senior Records Clerk	\$16.00/hr.	\$31.00
Records Clerk	Minimum Wage/hr.	\$22.00
Office Assistant	\$11.00/hr.	\$25.00
Park Guard/Supervisor	\$10.00/hr.	\$20.00
Parking Ticket Hearing Officer (Refer to Ordinance 147)	\$25.00/hr.	\$25.00/hr.
Administrative Assistant to Police Chief	\$50,382	\$72,586 Per annum
Animal Warden	\$16.00/hr.	\$31.00/hr.

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

MUNICIPAL COURT

Annual City Rate

Judge (City Portion)	\$37,950.00
Clerk of Court (City Portion)	\$33,000 – <b>\$57,000</b> \$46,800
Acting Judge (City Portion)	\$148.20/day
Magistrate (Small Claims) (permanent part time) (City Portion)	\$12,000 - <b>\$27,000</b> \$24,000

	<u>FROM</u>	<u>RANGE</u>	<u>TO</u>
Chief Deputy Clerk (City Portion)	\$20/hr		\$34/hr
<b>Chief Deputy Clerk/Network Administrator</b>	<b>\$20/hr</b>		<b>\$34/hr</b>
<b>Senior Deputy Clerk (City Portion)</b>	<b>\$20/hr</b>		<b>\$34/hr.</b>
Deputy Clerk (City Portion)	<del>\$10/hr</del>	<b>\$15/hr.</b>	<del>\$29.24/hr. \$22/hr.</del>
Deputy Clerk/IT Specialist	<del>\$15/hr</del>		<del>\$25/hr.</del>
Bookkeeper	<del>\$10/hr</del>		<del>\$33/hr</del>
Chief Bailiff (City Portion)	<del>\$15/hr</del>		<del>\$22/hr</del>
Assistant Security Bailiff (City Portion)	<del>\$12/hr</del>		<del>\$18/hr</del>
<b>Chief Administrative Bailiff (City Portion)</b>	<b>\$15/hr</b>		<b>\$24.28/hr</b>
<b>Chief Security Bailiff (City Portion)</b>	<b>\$15/hr</b>		<b>\$24.48/hr</b>
<b>Security Bailiff (City Portion)</b>	<b>\$12/hr</b>		<b>\$18/hr.</b>
Admin. Bailiff	<del>\$10/hr</del>		<del>\$22/hr</del>
<b>Chief Probation Officer (City Portion)</b>	<b>\$15/hr</b>		<b>\$36.62/hr</b>
Probation Officer (City Portion)	<del>\$15/hr</del>		<del>\$28.85/hr \$25/hr</del>
Magistrate (Small Claims)	<del>\$20/hr</del>		<del>\$30/hr. (Position listed above)</del>

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

FINANCE DEPARTMENT

	<u>FROM</u>	<u>RANGE</u>	<u>TO</u>
Payroll Administrator	\$16.00/hr.		\$31.00/hr
Part Time Office Assistant	Minimum Wage/hr.		\$20.00/hr
Finance Department Assistant	\$14.00/hr.		\$27.00/hr

BUILDING AND HOUSNG DEPARTMENT

Technical

Chief Building Inspector	\$29.00/hr.		\$42.00/hr
Building Inspector I	\$19.00/hr		\$32.00/hr
Building Inspector II	\$27.00/hr.		\$37.00/hr
Lead Housing Inspector	\$19.00/hr.		\$31.00/hr
Housing Inspector	\$17.00/hr.		\$27.00/hr
Permit Specialist	\$16.00/hr.		\$28.00/hr

Administrative

Building or Housing Department Assistant I	\$10.00/hr		\$21.00/hr
Building or Housing Department Assistant II	\$16.00/hr.		\$25.00/hr
Housing Programs Coordinator	\$16.00/hr.		\$28.00/hr
Office Assistant – Part Time	Minimum Wage/hr.		\$20.00/hr
Administrative Asst. to the Building Comm.	\$50,382		\$72,586 Per annum

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

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

SERVICE DEPARTMENT

RANGE

	<u>FROM</u>	<u>TO</u>
Part Time Administrative Support Specialist	Minimum Wage/hr. \$16.00/hr.	\$21.00/hr. \$32.00/hr

COMMUNITY CENTER

Administrative Support Specialist	\$9.00/hr	\$21.00/hr
Building Assistant	Minimum Wage/hr	\$21.00/hr
Support Staff/Maintenance	Minimum Wage/hr	\$21.00/hr

**SWIMMING POOL & SPLASH PARK**

<b>Pool Director</b>	<b>\$6,898.00</b>	<b>\$11,081 Per season \$10,081</b>
<b>Pool Manager</b>	<b>\$13/hr.</b>	<b>\$17/hr.</b>
<b>Water Instructor</b>	<b>\$12/hr.</b>	<b>\$15/hr.</b>
<b>Lifeguard</b>	<b>\$11/hr.</b>	<b>\$14/hr.</b>
<b>Locker Room (non-certified)</b>	<b>\$10/hr.</b>	<b>\$12/hr.</b>

MISCELLANEOUS

Clerk of Council	\$16,000	\$28,000 Per annum
Receptionist – Clerk	Minimum Wage/hr	<del>\$25.00/hr</del> \$21.00/hr
Law Clerk – Part Time	\$10.00/hr	\$17.00/hr
Office Assistant – Part Time	Minimum Wage/hr	\$16.00/hr
Pool Director	\$6,898.00	<del>\$11,081</del> Per season \$10,081
Part Time Seasonal Coordinator	Not to exceed \$796.00/week	
Part Time Seasonal Help	Minimum wage/hr.	<b>\$17.00/hr.</b> \$15.00/hr

Section 5: EXECUTIVE/ADMINISTRATIVE ASSISTANTS

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

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

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

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

BOARDS AND COMMISSIONS

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

BOARDS AND COMMISSIONS (continued)

Secretaries:

Civil Service Commission	\$100 Per meeting
Zoning & Bldg. Stand. Bd. of Appeals	\$100 Per meeting
Planning & Zoning Commission	\$110 Per meeting
Other Boards & Commissions	\$ 70 Per meeting
Architectural Review Board	\$100 Per meeting

Section 7: LONGEVITY

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

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

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

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

Section 8: UNIFORM ALLOWANCES

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

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

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

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

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

Section 9: VACATIONS

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

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

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

<u>Length of Service</u>	<u>Length of Vacation</u>
During 1st year of employment	One-sixth (1/6) week per month to December 31, from date of hire.
After 1 year	Two (2) weeks
After 5 years	Three (3) weeks
After 12 years	Four (4) weeks
After 17 years	Five (5) weeks
After 25 years	Six (6) weeks

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

- (B) For the purposes of computing vacation to which an employee may be entitled, all employees shall have a common anniversary date of December 31. In order that no employees be penalized by reason of the common anniversary date, the following accrual periods shall be observed:
1. During the first year of employment, vacation will be earned at a rate of 1/6th of a week's vacation for each full month worked from the employee's date of hire to the common anniversary date.
  2. During the fifth year of employment vacation will be earned at the rate of 1/4th of a week's vacation for each full month worked from the employee's fourth (4<sup>th</sup>) anniversary date to the common anniversary date.
  3. During the twelfth year of employment, vacation will be earned at the rate of 1/3rd of a week's vacation for each full month worked from the employee's eleventh (11<sup>th</sup>) anniversary date to the common anniversary date.
  4. During the seventeenth year of employment, vacation will be earned at the rate of 5/12th of a week's vacation for each full month worked from the employee's seventeenth (17<sup>th</sup>) anniversary date to the common anniversary date.
  5. During the twenty-fifth year of employment, vacation will be earned at the rate of 1/2th of a week's vacation for each full month worked from the employee's twenty-fourth (24<sup>th</sup>) anniversary date to the common anniversary date.

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

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

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

**Section 10: SICK LEAVE**

**Sick Leave shall be provided in Codified Ord. 137.05 as amended to-date or as provided in the Collective Bargaining Agreements.**

**Section 11 10: HOLIDAYS**

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

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

- |                             |                   |
|-----------------------------|-------------------|
| New Year's Day              | <b>Juneteenth</b> |
| Martin Luther King, Jr. Day | Labor Day         |
| Memorial Day                | Thanksgiving Day  |
| Fourth of July              | Christmas Day     |

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

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

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

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

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

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

**Section 12 11: HOSPITALIZATION INSURANCE**

The City will provide a healthcare plan for full-time employees and those recognized by the current healthcare provider and for the Judge of the South Euclid Municipal Court once they have completed the mandatory waiting period. (See section 13 12 for waiting period).

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

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

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

Section 13 12: PROBATION PERIOD – WAITING PERIOD

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

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

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

Benefits including holidays, sick time and hospitalization shall start to accrue beginning with the third (3rd) month for eligible employees who have completed their waiting period pursuant to Section 9, 10 and 11, and 12

Section 14 13: That officers and employees of the Municipal Government shall be paid bi-weekly, except as otherwise determined by the head of the various departments. All salaries and wages accrued on and after January 1, 2021 shall be paid at the rate provided in this Ordinance.

Section 15 14: EXPENSE

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

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

Section 15A 14A: REIMBURSEMENT FOR APPROVED EDUCATIONAL COURSE COSTS.

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

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

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

Section 16 15: That original Ordinance No. 21-16 20-09, the Ordinance fixing the salary, compensation and rates of pay for various offices, boards, commissions and departments of the Municipal Government and all other ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provisions of this Ordinance be and the same are hereby repealed.

Section 17 16: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 18 17: That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety for the reason that the functions of the various departments of the municipal government are immediately affected hereby. Wherefore, this Ordinance shall take effect upon passage and approval and the signature of the Mayor.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Ruth I. Gray, 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 Council

**From:** Keith Ari Benjamin, Director of Community Services

**Date:** March 28, 2022

**RE:** Res. 13-22 Purchase of Bulk Rock Salt for 2022-2023 Winter Season

Resolution 13-22 is annual legislation authorizing the Mayor to enter into a participation agreement with the Ohio Department of Transportation (ODOT) to provide for the purchase of 3,500 tons of Bulk Rock Salt (road salt) for the 2022-2023 Winter Season.

The participation agreement must be submitted via electronic form on ODOT's website. Please feel free to review at the following link:

<http://www.dot.state.oh.us/Divisions/ContractAdmin/Contracts/Pages/Salt-Winter.aspx>

Please do not hesitate to contact Service Director Anderson prior to Monday's meeting if you have any questions or need additional information.

Thank you.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 13-22  
INTRODUCED BY: Gray  
REQUESTED BY: Mayor

March 28, 2022

A RESOLUTION

AUTHORIZING THE MAYOR TO ENTER INTO A PARTICIPATION AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) TO PROVIDE 3,500 TONS OF SODIUM CHLORIDE (BULK ROCK SALT) TO THE CITY OF SOUTH EUCLID, PER OHIO REVISED CODE SECTION 5513.01 (B); FOR THE 2022-2023 WINTER SEASON.

WHEREAS, the City of South Euclid, Cuyahoga County, Ohio (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the terms and conditions in its participation of the ODOT road salt contract; and

WHEREAS, the Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

WHEREAS, The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

WHEREAS, The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the road salt contract; and

WHEREAS, The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

WHEREAS, The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically submitted salt quantities from its awarded salt supplier during the contract's effective period; and

WHEREAS, The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and

WHEREAS, The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, April 29 by 5:00 p.m. The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: [Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.

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 participation agreement with the Ohio Department of Transportation for the ODOT winter road salt contract for the purchase of up to 3,500 tons of Sodium Chloride (bulk rock salt).

Section 2: That funding has been authorized, and the City of South Euclid agrees to the above terms and conditions regarding participation on the ODOT winter salt contract, per Section 5513.01 (B) of the Ohio Revised Code for the salting of the streets and roadways within the City for the 2022-2023 winter season.

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 hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety and for the further reason that a vital function of the Municipal government is effected thereby. Wherefore, this Resolution shall take effect and be in force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Ruth I. Gray, President of Council

Approved:

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

Attest:

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

Approved as to form:

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



COME TOGETHER & THRIVE

## Memorandum

**To:** Members of Council

**From:** Keith Ari Benjamin, Director of Community Services

**Date:** March 28, 2022

**RE:** Res. 14-22 CCBH/NEORSO Stormwater Program FY2022-2025

Resolution 14-22 authorizes the Mayor to enter into an agreement with the Cuyahoga County Board of Health to continue the provision of Phase II Stormwater Services for Fiscal Years 2022-2025.

The City is mandated to maintain a Stormwater Management Program in response to the US EPA's Phase II Stormwater Regulations adopted in 2003. In response to the EPA's regulations, the Cuyahoga County Board of Health developed the Stormwater Management Program to assist municipalities in Cuyahoga County in creating the management plans and meeting required stormwater management goals.

Accordingly, each municipality in Northeast Ohio has been issued an MS4 permit by the Ohio EPA which requires each municipality to perform specific functions related to inspecting and monitoring stormwater within South Euclid.

On behalf of the City, the Cuyahoga County Board of Health will continue to offer the specified services through FY 2025 at no additional cost to the City.

Thank you.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 14-22  
INTRODUCED BY: Gray  
REQUESTED BY: Mayor

March 28, 2022

A RESOLUTION

AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE CUYAHOGA COUNTY BOARD OF HEALTH FOR PHASE II STORMWATER SERVICES FOR FISCAL YEARS 2022 - 2025; AND DECLARING AN EMERGENCY.

WHEREAS, the Cuyahoga County Board of Health is committed to improving the water quality in Cuyahoga County and protecting the health of the residents within its jurisdiction; and

WHEREAS, in response to the implementation of the US EPA's Phase II Stormwater Regulations on March 10, 2003, CCBH developed its Stormwater Management Program to assist municipalities in Cuyahoga County and Northeast Ohio in creating their stormwater management plans and meeting their required stormwater management goals; and

WHEREAS, each municipality within Northeast Ohio has been issued an MS4 permit by the Ohio EPA which requires each municipality to perform specific functions related to inspecting and monitoring stormwater within the municipality; and

WHEREAS, the Northeast Ohio Regional Sewer District ("The District"), pursuant to the authority of Ohio Revised Code Chapter 6119 adopted Title V - Stormwater Management Code as part of the District's Code of Regulations ("Title V") and is authorized to provide and contract for overall Stormwater Management of the Regional Stormwater System within the jurisdiction of NEORS; and

WHEREAS, Title V requires NEORS, on behalf of the municipalities within its jurisdiction to provide planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation, and regulation for the proper handling of stormwater runoff and the development and provision of technical support information and services to member municipalities; and

WHEREAS, Section 5.0502 of Title V requires the District to provide Phase II stormwater regulation support services to member communities of the District with Ohio EPA's NPDES General Permit for Municipal Separate Storm Sewer Systems for Minimum Control Measures (MCMs) #1, #2, #3, and #6; and

WHEREAS, recently, the District passed resolution 332-21 authorizing an agreement with the CCBH for services in support of NEORS member communities' compliance with the Ohio EPA's NPDES General Permit for Municipal Separate Storm Sewer Systems; and

WHEREAS, pursuant to the agreement between CCBH and NEORS, the District recognizes CCBH as a service provider for the implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) programming and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations; and

WHEREAS, in order for CCBH to provide the above described services to municipalities within the NEORS jurisdiction, CCBH must contract with those municipalities that are part of the NEORS jurisdiction in order to obtain consent and authority to perform these services; and

WHEREAS, the City has authority to grant consent and authority to CCBH for the purposes of performing the services outlined herein; and

WHEREAS, both parties desire to enter this MOU agreement for the purposes outlined herein.

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

Section 1: The Mayor is authorized and directed to enter into the Phase II Stormwater Services Agreement with the Board to provide services as specified in the Agreement attached hereto and incorporated herein as Exhibit "A" with the compensation set forth in the Agreement.

Section 2: The Finance Director is authorized to appropriate to a proper account a sum sufficient to cover the costs of the contract authorized in Section 1 of this Ordinance.

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: 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Ruth I. Gray, 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 OF UNDERSTANDING**

## **CUYAHOGA COUNTY BOARD OF HEALTH AND THE CITY OF SOUTH EUCLID AUTHORITY AND CONSENT TO PROVIDE PHASE II STORMWATER SERVICES IN 2022 - 2025**

This Memorandum of Understanding ("MOU") is entered into by and between The Cuyahoga County Board of Health ("CCBH") and The City of South Euclid ("City"), both separate political subdivisions of the State of Ohio.

WHEREAS: The Cuyahoga County Board of Health is committed to improving the water quality in Cuyahoga County and protecting the health of the residents within its jurisdiction; and

WHEREAS: In response to the implementation of the US EPA's Phase II Stormwater Regulations on March 10, 2003, CCBH developed its Stormwater Management Program to assist municipalities in Cuyahoga County and Northeast Ohio in creating their stormwater management plans and meeting their required stormwater management goals; and

WHEREAS: Each municipality within Northeast Ohio has been issued an MS4 permit by the Ohio EPA which requires each municipality to perform specific functions related to inspecting and monitoring stormwater within the municipality; and

WHEREAS: The Northeast Ohio Regional Sewer District ("The District"), pursuant to the authority of Ohio Revised Code Chapter 6119 adopted Title V - Stormwater Management Code as part of the District's Code of Regulations ("Title V") and is authorized to provide and contract for overall Stormwater Management of the Regional Stormwater System within the jurisdiction of NEORSD; and

WHEREAS: Title V requires NEORSD, on behalf of the municipalities within its jurisdiction to provide planning, financing, design, improvement, construction, inspection, monitoring, maintenance, operation, and regulation for the proper handling of stormwater runoff and the development and provision of technical support information and services to member municipalities; and

WHEREAS: Section 5.0502 of Title V requires the District to provide Phase II stormwater regulation support services to member communities of the District with Ohio EPA's NPDES General Permit for Municipal Separate Storm Sewer Systems for Minimum Control Measures (MCMs) #1, #2, #3, and #6; and

WHEREAS: Recently, the District passed resolution 332-21 authorizing an agreement with the CCBH for services in support of NEORSD member communities' compliance with the Ohio EPA's NPDES General Permit for Municipal Separate Storm Sewer Systems; and

WHEREAS: Pursuant to the agreement between CCBH and NEORSD, the District recognizes CCBH as a service provider for the implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) programming and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations; and

WHEREAS: In order for CCBH to provide the above described services to municipalities within the NEORSJ jurisdiction, CCBH must contract with those municipalities that are part of the NEORSJ jurisdiction in order to obtain consent and authority to perform these services; and

WHEREAS: City has authority to grant consent and authority to CCBH for the purposes of performing the services outlined herein; and

WHEREAS: Both parties desire to enter this MOU agreement for the purposes outlined herein.

**Now therefore, in consideration of the mutual promises and conditions set forth herein, BOARD and the CITY (each, a "Party" and collectively, the "Parties") agree as follows:**

#### **A. PROJECT DESCRIPTION**

CCBH and the City have identified the need for the following described project:

- The implementation of Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination (IDDE) and MCM #6: Pollution Prevention/Good Housekeeping for Municipal Operations programming;

#### **B. SCOPE OF WORK**

1. The Board will monitor the City's designated Municipal Separate Stormwater System (MS4) outfall locations during a dry weather period (a minimum of 72 hours with no rain event) and sample all flowing outfall locations that are within the District's RSMP area for E. coli, during the 2022, 2023, 2024, and 2025 report periods.
2. The Board will provide an annual training presentation related to Good Housekeeping/Pollution Prevention for Municipal Operations for the community's employees on various best management practices. This will be coordinated with the community during the 2022, 2023, 2024, and 2025 report periods.
3. The Board will conduct an annual site inspection of the community's municipal operation facilities in 2022, 2023, 2024, and 2025 and provide a completed report.
4. The Board will provide the City an annual summary of the work that was performed as it relates to Minimum Control Measure (MCM) #3: Illicit Discharge Detection and Elimination and MCM #6: Good Housekeeping/Pollution Prevention for Municipal Operations to be included in the City's Phase II Stormwater Annual report to the Ohio EPA.
5. The City will provide aid in opening storm sewer manholes where and when deemed necessary for the purpose of sample collections.

#### **C. CONSENT STATEMENT**

Being in the public interest, The City of South Euclid hereby gives consent to CCBH to complete the above described project.

#### **D. COOPERATION STATEMENT**

The City of South Euclid shall cooperate with CCBH in the above described project as follows:

1. Provide maps, assistance and/or direction for CCBH to obtain access and/or samples for testing purposes;
2. The City will provide aid in opening storm sewer manholes where and when needed.

#### **E. COMPENSATION.**

The City shall have no obligation to pay the Board for the Scope of Work or services performed identified in Section B.

#### **F. INDEPENDENT CONTRACTOR.**

The Board is performing its duties and obligations under this Agreement as an independent contractor and is not an agent or employee of the City. The Board shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowable by law. The entire cost and expense of these services will be provided by NEORS to CCBH. No financial participation will be required by The City of South Euclid.

#### **G. EFFECT OF ELECTRONIC SIGNATURE**

By entering into this Agreement, the parties agree that this transaction may be conducted by electronic means, including, without limitation, that all documents requiring signatures by the parties may be executed by electronic means, and that the electronic signatures affixed by the authorized representatives of the parties shall have the same legal effect as if the signatures were manually affixed to a paper version of the documents. The parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

#### **H. TERM AND TERMINATION**

The term of this Agreement shall begin on \_\_\_\_\_ and shall end on December 31, 2025, unless extended by the parties by agreement in writing. Either party may cancel this Agreement, for cause, with sixty (60) days written notice to the other party of such intent, when either the progress or results achieved under this Agreement is unacceptable to either party. Prior to cancellation of this Agreement, a meeting will be held by the parties to discuss issues of concern and seek resolution. If this Agreement is canceled by the parties prior to completion, the Board, within twenty (20) days, shall submit a certified final progress report if a percentage of work is completed by the date of cancellation. The City will pay the Board for the work completed as certified in this statement, subject to the provisions of this Agreement.

#### **I. MISCELLANEOUS TERMS**

a. Waivers and Amendments. The waiver by either Party of any provision of this MOU on any occasion and upon any particular circumstance shall not operate as a waiver of such provision of this MOU on any other occasion or upon any other circumstance. This MOU may be modified or amended only via a writing signed by both Parties.

b. Assignment. Neither Party shall have the right to assign this MOU to any third party. Any such attempted assignment will be null and void.

c. Complete Agreement; Integration. This MOU contains the complete understanding of the Parties with respect to the subject matter hereof and supersedes all other agreements, understandings, communications and promises of any kind, whether oral or written, between the Parties with respect to such subject matter.

d. Compliance with Laws. The Parties will comply with all applicable laws and regulations in performing their obligations hereunder. When taking actions (or failing to act) in any way relating to this MOU, neither Party shall unlawfully discriminate on the basis of race, sex, pregnancy, religion, disability, age, national origin, or color.

e. No Third Party Beneficiaries. This MOU does not and is not intended to confer any rights or remedies upon any party other than the City and CCBH.

f. Notices. All notices required or permitted under this MOU shall be given in writing by courier or reputable overnight delivery services, or by certified mail, return receipt requested, at the Party's address first set forth above, on behalf of the City, an additional copy shall be forwarded to the District. Such notices shall be effective when received.

IN WITNESS WHEREOF, authorized representatives of the parties to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

**FOR THE BOARD:**

Approved as to form.

\_\_\_\_\_  
Terrence Allan  
Health Commissioner

\_\_\_\_\_  
Thomas P. O'Donnell  
CCBH General Counsel

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR THE CITY OF SOUTH EUCLID:**

Approved as to form.

\_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
, Esq.  
Law Director

Date: \_\_\_\_\_



COME TOGETHER & THRIVE

## Memorandum

**Date**

March 21, 2022

**Recipient**

City Council

**Sender**

Daniel Subwick

**Title**

Community Development  
Coordinator

**Department**

Economic Development

**Subject**

0 Bluestone Road (701-27-001)

In regards to 0 Bluestone Road (701-27-001), the property transferred to the City of South Euclid on January 21, 2022, following a tax foreclosure originally filed against Aaron D. Frank by the Cuyahoga County Treasurer on October 15, 2019. Approximately (.58) acres in size, the property is vacant undevelopable land directly adjacent to the Cleveland Metroparks Euclid Creek Reservation. Please reference Exhibit A for a more detailed map of the location.

The administration desires to donate the land through a gift agreement to the Cleveland Metroparks in order to absolve itself of potential property maintenance obligations and for the preservation of greenspace. Law Director Lograsso has reviewed and approved the gift agreement and stormwater outfall easement that were prepared by the Cleveland Metroparks' legal counsel.

The Cleveland Metroparks' willingness to accept this property on behalf of the City of South Euclid and assume costs related to title transfer is greatly appreciated. The administration looks forward to strengthening its relationship with the Cleveland Metroparks and future land redevelopment opportunities.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 15-22  
INTRODUCED BY: Gray  
REQUESTED BY: Mayor

March 28, 2022

A RESOLUTION

AUTHORIZING THE MAYOR TO CONVEY CERTAIN REAL PROPERTY OF THE CITY OF SOUTH EUCLID, OHIO TO THE CLEVELAND METROPARKS .

WHEREAS, the City of South Euclid is the owner of certain parcels of vacant land and improved property as defined in Exhibit A attached hereto; and

WHEREAS, the subject parcels were deeded to the City of South Euclid through the tax foreclosure process, the tax forfeiture process, or by the Cuyahoga County Land Reutilization Corporation (Cuyahoga Land Bank); and

WHEREAS, the Council of the City of South Euclid has, upon study and consideration, determined that said parcel(s) do not serve and are not needed for any municipal purpose; and

WHEREAS, the City of South Euclid has the ability to dispose of the subject parcel and return the land to productive use for incorporation within the Cleveland Metropark Euclid Creek Reservation.

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

Section 1: That the Council has determined the subject parcels do not serve any municipal purpose.

Section 2: That the Mayor be and she is hereby authorized to convey said parcels of real property (as shown on Exhibit A attached hereto) to the Cleveland Metroparks, along with companion easement agreements, in order to dispose of the properties and return the land to productive use.

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: 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 \_\_\_\_\_, 2022.

\_\_\_\_\_  
Ruth I. Gray, President of Council

Attest:

Approved:

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

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

Approved as to form:

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

**EXHIBIT A**

Parcels of vacant land to be conveyed to One South Euclid

<b>PP#</b>	<b>Address</b>	<b>Street Name</b>
701-27-001	0 Bluestone Road	Comm vac land near Metropark

Parcels with improved structures to be conveyed to One South Euclid

<b>PP#</b>	<b>Address</b>	<b>Street Name</b>

## AGREEMENT OF GIFT

THIS AGREEMENT OF GIFT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between SOUTH EUCLID LAND REUTILIZATION PROGRAM ("Grantor"), and the BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT, a political subdivision of the State of Ohio ("Cleveland Metroparks").

### RECITAL

Grantor desires to transfer by deed of gift to Cleveland Metroparks an approximately 0.58 acre parcel of land, known as Permanent Parcel 701-27-001, located adjacent to the Euclid Creek Reservation of the Cleveland Metropolitan Park District in the City of South Euclid, County of Cuyahoga, and State of Ohio and depicted in Exhibit A, as provided herein, together with all improvements thereon and all appurtenances thereunto belonging and described in Exhibit B (the "Property"), both Exhibits being attached hereto and made a part hereof, and all of the Grantor's interest in the land, including but not limited to its interest in all leases for the use or occupancy of the Property, including but not limited to oil, gas and mineral rights, and Cleveland Metroparks desires to accept such transfer on the terms and subject to the conditions contained herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises contained herein, Grantor and Cleveland Metroparks agree as follows:

1. Agreement to Convey. Grantor agrees to transfer the Property by deed of gift to Cleveland Metroparks, and Cleveland Metroparks agrees to accept the transfer of the Property, subject to the terms and conditions hereinafter set forth. Grantor intends to be jointly and severally liable for all obligations set forth herein. Grantor represents that they have full authority to make such transfer and does not require the consent of any other party.
2. Escrow. An executed copy of this Agreement shall be deposited with Guardian Title, 7550 Lucerne Drive, Suite 310, Middleburg Heights, OH 44130 (the "Title Company"), as escrow agent (the "Escrow Agent"), concurrently upon execution by all parties and shall serve as escrow instructions for the closing of this transaction. Escrow Agent may attach its Standard Conditions of Acceptance of Escrow hereto; provided, however, that this Agreement shall govern in the event of any inconsistency between this Agreement and such Standard Conditions of Acceptance of Escrow.
3. Due Diligence, Surveys, and Title Commitment.
  - (a) Grantor grants to Cleveland Metroparks, and its agents, licensees, employees, assigns, contractors, and subcontractors, a license, to enter upon the Property and the full right of access to the Property in order, at Cleveland Metroparks' sole cost and expense, to inspect the Property, to perform engineering and environmental investigations, surveys and tests, to take samples, including samples of soil and

groundwater beneath the surface of the Property, and to conduct such additional engineering, environmental, and other investigations as Cleveland Metroparks shall deem necessary or desirable as due diligence to evaluate the Property for Cleveland Metroparks' intended ownership, occupancy, and use thereof.

(b) Cleveland Metroparks, at Cleveland Metroparks' sole cost and expense, may cause a survey of the Property (the "Survey"), to be made by a certified land surveyor duly licensed and registered under the laws of the State of Ohio.

(c) Cleveland Metroparks, at Cleveland Metroparks' sole cost and expense, shall cause the Title Company to issue and deliver to Cleveland Metroparks a title insurance commitment to issue the Title Policy (as hereinafter defined), together with legible copies of all documents referred to in Schedule B-Part 2 thereof (collectively, as endorsed from time to time, the "Title Commitment"). Cleveland Metroparks shall notify Grantor and Escrow Agent of any exceptions to title that are disclosed in the Title Commitment and that are objectionable to Cleveland Metroparks (together herein called "Unpermitted Exceptions"), provided that Cleveland Metroparks agrees to accept the following exceptions to title (the "Permitted Exceptions") but not other standard exceptions set forth in an ALTA Owner's Policy (June 17, 2006) title insurance policy:

- (i) Zoning ordinances and regulations, if any;
- (ii) Real estate taxes which are a lien but which are not due and payable as of the Closing Date; and
- (iii) Exceptions to title that have been accepted or approved by Grantor as herein provided.

In the event that Cleveland Metroparks so notifies Grantor of any Unpermitted Exceptions, Grantor shall have a period of thirty (30) days thereafter to cure or remove the Unpermitted Exceptions; provided, however, that Grantor shall be obligated to remove, subordinate, or obtain a partial release of any mortgages and other monetary liens against the Premises. Upon the expiration of such thirty (30) day period, Escrow Agent shall notify Grantor and Cleveland Metroparks as to whether or not the Title Company then is in a position to issue the Title Policy, without showing the Unpermitted Exceptions as exceptions to title. If Escrow Agent shall notify the parties that the Title Company will not issue the Title Policy, without showing the Unpermitted Exceptions as exceptions to title, then Cleveland Metroparks, by notice delivered to Grantor and Escrow Agent within fifteen (15) days after Cleveland Metroparks' receipt of notice from Escrow Agent of the Title Company's refusal to issue the Title Policy, without showing the Unpermitted Exceptions as exceptions to title, shall have the right, in its sole discretion, (A) to waive the Unpermitted Exceptions by notifying Escrow Agent and Grantor within fifteen (15) days after Cleveland Metroparks' receipt of notice from Escrow Agent of the Title Company's refusal to issue the Title Policy, without showing the Unpermitted Exceptions as exceptions to title, in which event the obligations of the parties hereunder shall not be affected by reason thereof, the Unpermitted Exceptions shall be deemed to constitute Permitted Exceptions, and this transaction shall be consummated in accordance with the terms and conditions of this Agreement

or (B) to terminate this Agreement, as contemplated by Paragraph 5(b).

4. Representations and Warranties of Grantor. Grantor represents and warrants to Cleveland Metroparks that:

(a) Except as detailed below, there are no parties in possession of any part of the Property as lessees, tenants at sufferance or trespassers;

(b) There is no pending or threatened condemnation or similar proceeding or assessment affecting the Property or any part thereof;

(c) Grantor has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions relating to the Property and all parts thereof;

(d) The Property is in compliance with all applicable laws, rules, regulations and ordinances, including, without limitation, building, zoning, and environmental laws, rules, regulations and ordinances;

(e) There are no actions, suits or proceedings against Grantor with respect to the Property, and there are no investigations or actions, suits or proceedings at law or in equity pending or threatened against Grantor that would adversely affect this transaction or the Property; and

(f) Grantor has disclosed to Cleveland Metroparks all material facts known to the Grantor which a prudent buyer would want to know regarding the condition or use of the Property.

5. Conditions to Closing.

(a) In addition to the conditions provided elsewhere in this Agreement, the obligation of Cleveland Metroparks and Grantor to consummate the transaction contemplated by this Agreement shall be subject to the satisfaction or waiver in writing of each of the following conditions on or before the Closing Date:

(i) Due diligence by Cleveland Metroparks, and/or its agents, licensees, employees, agencies, contractors, and subcontractors pursuant to Paragraph 3(a) shall have been performed to the satisfaction of Cleveland Metroparks, in its sole discretion, and the Property shall remain in the condition described in report(s) provided in conjunction with performance of such due diligence;

(ii) Grantor has agreed not to market the Property or enter into any agreements relating to the Property prior to the Closing Date;

(iii) That all renters, licensees, tenants or other users of the property have vacated the property and all personal property has been removed from the

Property, per Section 13 of this Agreement;

(iv) Title Company shall be in a position to issue to Cleveland Metroparks, dated as of the date and time of Closing (as hereinafter defined), an ALTA Owner's Policy (June 17, 2006) owner's policy of title insurance, as endorsed, in the amount of which Cleveland Metroparks shall provide notice to Title Company, insuring that Cleveland Metroparks has good and marketable fee simple title to the Property, subject only to Permitted Exceptions (collectively, the "Title Policy");

(v) Cleveland Metroparks shall have obtained approval by the Probate Court of Cuyahoga County as required by O.R.C. Section 1545.11;

(vi) Cleveland Metroparks shall have completed and delivered to Escrow Agent Part IV of Form 8283, execute Form 8283; and

(vii) Grantor shall have executed and delivered to Escrow Agent the Exemption Form.

(b) In the event that any condition described in this Paragraph 5 or elsewhere in this Agreement with respect to the performance of the parties is not satisfied or waived in writing by Cleveland Metroparks on or before the date on which it is required to be satisfied, Cleveland Metroparks shall have the right to postpone the Closing Date or to terminate this Agreement by notice to Grantor and Escrow Agent.

6. Closing Date. The transfer of title to the Premises hereunder by the filing of the Deed for record (the "Closing") shall be on or before May 27th, 2022, contingent upon satisfaction or waiver of all conditions to Cleveland Metroparks obligations hereunder (subject to postponement, as permitted hereunder, the "Closing Date").

7. Control of Property During Escrow. Should any of the improvements of the Property be destroyed or the Property's value as a natural resource be negatively impacted before the Closing Date, Cleveland Metroparks, in its sole discretion, shall have the power, exercisable by giving written notice to Escrow Agent and Grantor, to cancel such escrow and terminate this Agreement.

8. Deposits into Escrow.

(a) On or before the Closing Date, Grantor shall deposit or cause to be deposited with Escrow Agent:

(i) Grantor's fully executed Deed of Gift in the form attached hereto and made a part hereof as Exhibit C (the "Deed") conveying to Cleveland Metroparks good and indefeasible fee simple title to the Property free and clear of all exceptions to title except Permitted Exceptions and releasing to Cleveland Metroparks all dower rights in the Property, if any;

(ii) A completed Statement of Reason for Exemption from Real Property Conveyance Fee (the "Exemption Form"), showing the conveyance to be exempt pursuant to section (r) of the Exemption Form; and

(iii) Such funds and other instruments in recordable form or otherwise as reasonably may be required by Escrow Agent as a condition of the closing of the escrow.

(b) On or before the Closing Date, Cleveland Metroparks shall deposit or cause to be deposited into escrow with Escrow Agent:

(i) Such funds and other instruments in recordable form or otherwise as reasonably may be required by Escrow Agent as a condition of the closing of the escrow.

9. Actions by Escrow Agent. On the Closing Date, if all the funds and documents set forth in Paragraph 8 have been delivered to Escrow Agent and if all other conditions to Cleveland Metroparks' obligation to consummate the transaction contemplated by this Agreement shall have been satisfied or waived in writing by Cleveland Metroparks, then Escrow Agent shall:

(a) Cause the Deed to be filed for record in the Cuyahoga County, Ohio, Records;

(b) As of the close of business on the Closing Date, prorate real estate taxes on a fiscal year basis. If Closing occurs before the tax rate is fixed for the year in which Closing occurs, real estate taxes shall be based upon the tax rate for the preceding year applied to the latest assessed valuation, provided, that, if the real estate taxes payable during the year in which Closing occurs (or prior years) are thereafter determined to be more or less than the real estate taxes payable during the preceding year (after any appeal of the assessed valuation thereof is concluded), Grantor and Cleveland Metroparks shall (i) promptly (but no later than thirty (30) days thereafter, except in the case of an ongoing tax protest) adjust the proration of such real estate taxes and (ii) pay to the other any amount required as a result of such adjustment. This reproration covenant shall not merge with the Deed but shall survive the Closing until ninety (90) days after the final unappealable determination of such real estate taxes;

(c) As of the close of business on the Closing Date, prorate and appropriately charge the Grantor premiums on insurance policies acceptable to Cleveland Metroparks insuring the improvements and buildings, if any, on the Property against damage or destruction by fire, theft, or the elements;

(d) If on the Closing Date the Property shall be affected by any special or other assessment for public improvements or otherwise which is or may become payable

by Grantor in installments, of which the first installment is then a charge or lien, then, for purposes of this Agreement, all the unpaid installments of such assessment, which are to become due and payable after the Closing Date, shall be paid and discharged by Grantor, and Grantor shall be responsible for the payment of any and all future installments of assessments, whether or not the first installment thereof is then a charge or lien;

(e) Cause the issuance and delivery to Cleveland Metroparks of the Title Policy;

(f) Charge to the account of Grantor the cost of recording any instruments required in order to clear title of all exceptions to title other than Permitted Exceptions; and

(g) Charge to the account of Cleveland Metroparks the escrow fee, the cost of the title examination and the title insurance premium for the Title Policy, the fee for recordation of the Deed, and all other sums properly chargeable against Cleveland Metroparks hereunder or customarily charged to Cleveland Metroparks in accordance with common escrow practices in the county in which the Property is located, except as otherwise specifically provided herein to the contrary;

provided however, that, except as otherwise specifically provided herein to the contrary, in the event that this Agreement is terminated prior to the Closing Date (other than upon default by either party, in which event the defaulting party shall pay the escrow fee, the cost of the title examination and the Title Commitment, and other sums properly chargeable by Escrow Agent), Escrow Agent shall return to the parties the respective funds and documents deposited in escrow by them, the parties shall be released from all obligations and liabilities otherwise thereafter accruing hereunder, and Cleveland Metroparks shall pay to Escrow Agent its escrow fee, the cost, if any, of the title examination and the Title Commitment, and all other sums properly chargeable by Escrow Agent.

10. Costs and Expenses. All costs and expenses related to the Commitment shall be the responsibility of Cleveland Metroparks. Cleveland Metroparks shall pay all expenses associated with the Escrow Agent and the recording fees. Grantor shall pay, on or before the Closing Date, all real estate taxes and assessments due through the Closing Date and shall indemnify Cleveland Metroparks against and hold Cleveland Metroparks harmless from any liability for such taxes or assessments. All other closing costs and expenses shall be paid by Cleveland Metroparks unless otherwise agreed to the contrary.

11. Deductibility; No Advice. Grantor acknowledges that while Cleveland Metroparks intends to cooperate with Grantor in its efforts to consummate the gift contemplated by this Agreement, Cleveland Metroparks offers no advice or assurance that Grantor's desired tax deduction will be available. Grantor acknowledges that Cleveland Metroparks is not an appraiser, accountant, or law firm, and is not qualified to and does not offer any advice to Grantor regarding deductibility of the gift, the fair market value of the Property, Grantor's obligations with respect to IRS form 82823, or any other obligation of Grantor relating to the Property.

12. Section Removed.

13. Possession. Grantor shall deliver full and complete possession of the Property to Cleveland Metroparks as of Closing. Grantor shall have notified and effected the vacation from the premises of any renters from the property in a timely manner, pursuant to Ohio law, and removed any personal property prior to Closing.

14. Assignment. This Agreement shall be binding on the respective heirs, executors, administrators, successors, and to the extent assignable, on the assigns of the parties hereto.

15. Notices. Unless otherwise expressly required or permitted by the terms of this Agreement, any notice, request, demand, or other communication in connection with this Agreement required or permitted to be given hereunder by the parties shall be in writing and shall be delivered personally or served by certified or registered mail to the parties at the addresses set forth below unless different addresses are given by one party by notice to the other in accordance herewith:

As to Grantor:

South Euclid Land Reutilization Program  
1349 South Green Road  
South Euclid, OH 44121  
Attention: \_\_\_\_\_

As to Cleveland Metroparks:

Cleveland Metroparks  
4101 Fulton Parkway  
Cleveland, Ohio 44144  
Attention: Chief Executive Officer

with a copy to:

Cleveland Metroparks  
4101 Fulton Parkway  
Cleveland, Ohio 44144  
Attention: Chief Legal & Ethics Officer

16. Real Estate Brokers. Cleveland Metroparks represents and warrants to Grantor that no broker, finder, real estate agent, or other person has acted for such party so as to entitle such broker, finder, agent or other person to any commission in connection with the transfer of the Property to Cleveland Metroparks. To the extent Grantor has used a broker, finder, agent or other person, Grantor shall pay any such commission and shall be responsible for any attorneys' fees and litigation or other expenses relating to any such commission.

17. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any prior agreements respecting the Property between Grantor and Cleveland Metroparks. This Agreement may not be amended except in a writing executed by Grantor and Cleveland Metroparks.

18. Approval and Consent. In each case in which this Agreement provides for approval or consent, such approval or consent shall not be unreasonably withheld or delayed.

19. Survival. It is understood and agreed that all representations, warranties, covenants, and agreements and all indemnifications contained herein shall survive Closing for the maximum period permitted by law and shall not be merged in the Deed or any other Closing document.

20. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Ohio regardless of any choice of law principles. All actions arising from or relating to this Agreement or the Property or a claim of breach of this Agreement shall be instituted and prosecuted exclusively in a federal or state court located in Cuyahoga County, Ohio, and the Parties consent to the exercise of personal jurisdiction by and exclusive venue in such courts.

21. Effect of Electronic Signature. By entering into this Agreement, the Parties agree on behalf of themselves, their officers, employees, subcontractors, sub-grantees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by the Parties may be executed by electronic means, and that the electronic signatures affixed by the Parties to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The Parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

22. Publicity. Grantor shall not discuss this Agreement or its contents with the media, use Cleveland Metroparks' name or logos or issue any press release or other public statement related hereto, unless authorized in writing by Cleveland Metroparks, which authorization may be withdrawn by Cleveland Metroparks at any time. Publicity prohibited hereunder shall include, but not be limited to, press releases, press interviews, magazine articles, trade show displays, customer lists, web sites, social media sites, Grantor success stories, testimonials, and present or prospective client references. Nothing in this Agreement shall be construed to grant Grantor or any other individual or entity any rights in and/or to the name, any trademark, any logo, and/or any other property of Cleveland Metroparks.

IN WITNESS WHEREOF, Grantor and Cleveland Metroparks have executed this Agreement as of the date first set above.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

GRANTOR:

SOUTH EUCLID LAND REUTILIZATION  
CORPORATION

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

Name: \_\_\_\_\_

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

CLEVELAND METROPARKS:

BOARD OF PARK COMMISSIONERS OF THE  
CLEVELAND METROPOLITAN PARK DISTRICT

\_\_\_\_\_  
Brian M. Zimmerman  
Chief Executive Officer

Approved as to legal form by Rosalina M. Fini,  
Chief Legal and Ethics Officer  
Cleveland Metroparks

  
\_\_\_\_\_  
Kyle G. Baker, JD, Senior Assistant Legal Counsel

ACKNOWLEDGED AND APPROVED BY:

GUARDIAN TITLE, as the Title Company

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

Name: \_\_\_\_\_

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

FISCAL OFFICER'S CERTIFICATE

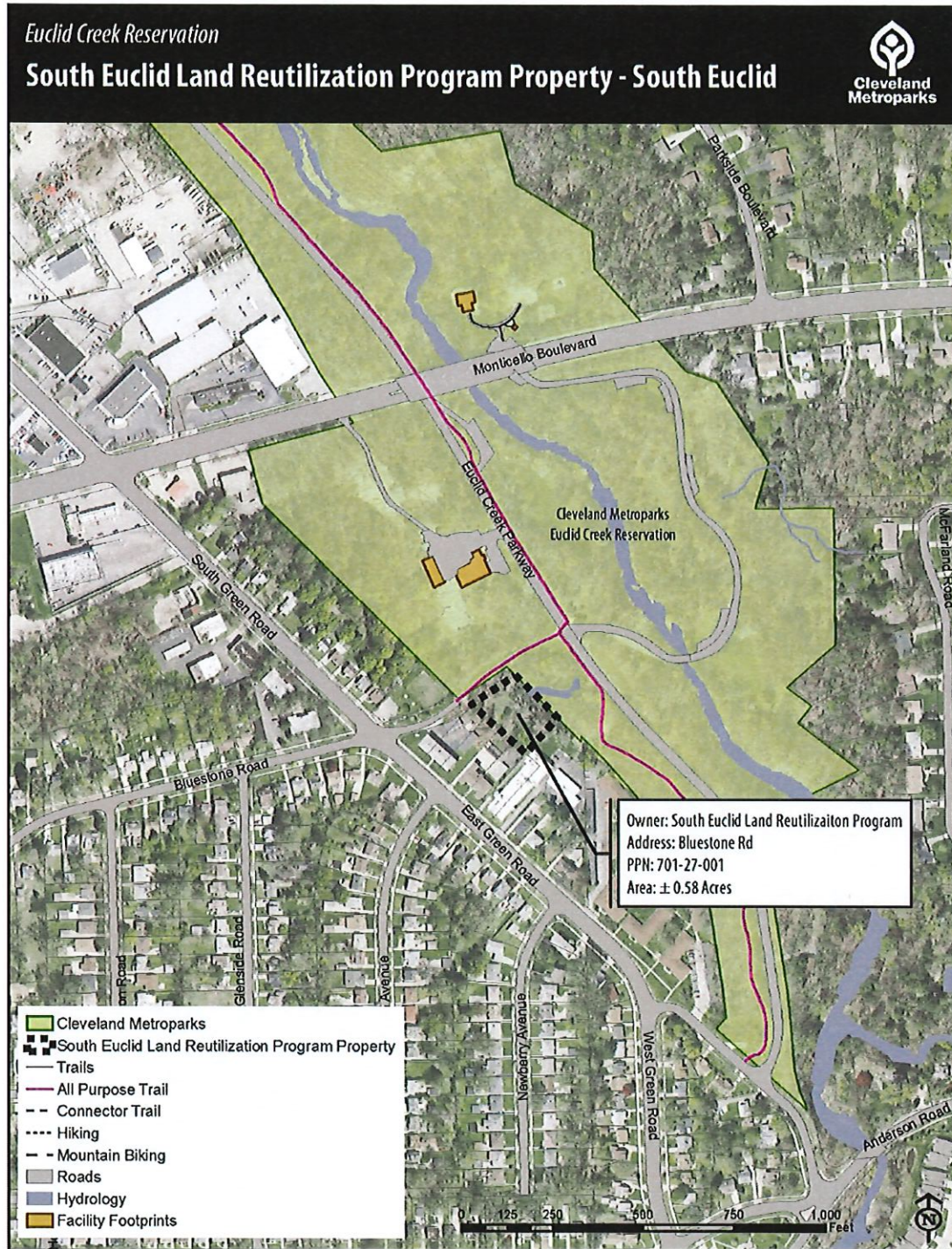
The undersigned, Chief Financial Officer of the Board of Park Commissioners of the Cleveland Metropolitan Park District (the "Board"), hereby certifies that the moneys required to meet the obligations of the Board during the year 2022 under the aforesaid Agreement have been lawfully appropriated by the Board for such purposes and are in the treasury of the Board or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44 Ohio Revised Code.

\_\_\_\_\_  
Chief Financial Officer, Board of Park Commissioners  
of the Cleveland Metropolitan Park District

Dated \_\_\_\_\_, 2022

EXHIBIT A

Map of Property



C:\Users  
mh1\OneDrive - Cleveland Metroparks\Desktop\GIS\_Maps\EC-South Euclid Land Bank\EC-South Euclid Land Reutilization Program.mxd |  
Map Made: 12/16/21 NHoover

EXHIBIT B

Legal Description

Situated in the City of South Euclid, County of Cuyahoga, and State of Ohio:

And known as being part of Original Euclid Township lot No. 28, Tract No. 6, bounded and described as follows: Beginning in the center line of Bluestone Road (60 feet wide) at its intersection with the Northwesterly prolongation of the most Northeasterly line of Bluestone Green Subdivision, as recorded in Plat Volume 173 of Maps, Page 3 of Cuyahoga County Records; thence Northeasterly along the center line of Bluestone Road, about 152.37 feet to the most Westerly corner of a parcel of land conveyed to The Board of Park Commissioners of The Cleveland Metropolitan Park District by deed dated November 28, 1955, and recorded in Volume 8475, Page 359 of Cuyahoga County Records; thence Southeasterly along the Southwesterly line of said parcel so conveyed, about 188.85 feet to the most Northerly corner of a parcel of land conveyed to Metroview Realty, Inc., by deed dated March 23, 1961, and recorded in Volume 10141, Page 430 of Cuyahoga County Records; thence Southwesterly along the Northwesterly line of said parcel so conveyed about 130 feet to the most Northeasterly line of Bluestone Green Subdivision; thence Northwesterly along said Northeasterly line and its Northwesterly prolongation about 231.50 feet to the place of beginning. Also subject to Park Restrictions and Easements appearing of record in Volume 4609, Page 167 of Cuyahoga County Records. Further subject to Park Restrictions and Easements appearing of record in Volume 8475, Page 359 of Cuyahoga County Records.

Permanent Parcel Number: 701-27-001

EXHIBIT C

DEED OF GIFT

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_, a \_\_\_\_\_ [corporation, partnership, single, married, limited liability corporation] the Grantor, who claims title under deed recorded in Volume \_\_\_\_\_, Page \_\_\_\_\_ of the deed records of Cuyahoga County, Ohio, do hereby give, grant, bargain, sell and convey unto the BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT, Cleveland Metroparks, its successors and assigns, whose tax mailing address is 4101 Fulton Parkway, Cleveland, Ohio 44144, the Property described in Exhibit A attached hereto and made a part hereof, together with any easements or other rights appurtenant thereto (collectively the "Property").

TO HAVE AND TO HOLD the Property unto the Cleveland Metroparks, its successors and assigns, forever. And the Grantor, for the Grantor, and the heirs, personal representatives, executors and assigns of the Grantor, hereby covenant with the Cleveland Metroparks, its successors and assigns, that at and until the delivery of these presents, the Grantor is well seized of the Property as a good and indefeasible estate in fee simple and have good right to bargain and sell the same in the manner and form as above written, and that the same are free from all liens, encumbrances and title defects, except (1) taxes and assessments (general or special) not delinquent at the time this deed is filed for record; (2) zoning ordinances; (3) matters which would be disclosed by an accurate survey of the Property; and [(4) \_\_\_\_\_], and the Grantor will warrant and defend the Property unto the Cleveland Metroparks, its successors and assigns, against all lawful claims and demands whatsoever, except as aforesaid.

IN WITNESS WHEREOF, this Deed of Gift has been signed by the Grantor this \_\_\_ day of \_\_\_\_\_, 20\_\_.

Signed and acknowledged  
in the presence of:

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_

STATE OF OHIO            )  
  )  
COUNTY OF CUYAHOGA )       SS.

BEFORE ME, a Notary Public in and for said county and state, personally appeared the above-named \_\_\_\_\_, by \_\_\_\_\_, its \_\_\_\_\_, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of the corporation and his free act and deed as such officer and individual.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal at \_\_\_\_\_, Ohio, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Notary Public  
My commission expires:

\_\_\_\_\_

This instrument prepared by,  
and should be returned to:  
Cleveland Metroparks  
Administrative Offices  
4101 Fulton Parkway  
Cleveland, Ohio 44144

## STORMWATER OUTFALL EASEMENT

THIS EASEMENT AGREEMENT (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022, between the BOARD OF PARK COMMISSIONERS OF THE CLEVELAND METROPOLITAN PARK DISTRICT, a political subdivision of the State of Ohio organized and operating pursuant to Chapter 1545 of the Ohio Revised Code ("Grantor"), and the CITY OF SOUTH EUCLID, a government agency ("Grantee"),

### WITNESSETH THAT:

WHEREAS, Grantor herein is the fee simple owner of certain real property located in Cuyahoga County, Ohio known as Permanent Parcel No. 701-27-001 ("Property"); and

WHEREAS, Grantee desires the reasonable right to access the Property in order to construct, reconstruct, modify, supplement, maintain, operate and/or remove the storm sewer system located on the Property, including, but not limited to the 66-inch diameter pipe and other related or useful equipment, fixtures, appurtenances, and above-ground and below-ground facilities (collectively, the "Improvements") and the right to ingress and egress across the Easement Area (as hereinafter described) for the purpose of access to and use of the Easement (as hereinafter described); and

WHEREAS, Grantee has requested of Grantor a permanent, non-exclusive easement in, on, over, across, under, and through a certain portion of the above-described property as shown on Exhibit A and further described on Exhibit B attached hereto and made a part hereof for the purpose of constructing, operating, maintaining, repairing, replacing, and removing the Improvements, and Grantor has agreed to grant such a permanent, non-exclusive easement, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

1. Grant of Easement. Upon the terms and conditions hereinafter set forth, Grantor hereby grants to Grantee a permanent, non-exclusive easement (the "Easement"), in, on, over, across, under, and through certain property more particularly described in Exhibit B attached hereto and made a part hereof (the "Easement Area") for the purpose, at Grantee's sole cost and expense, of constructing, operating, maintaining, repairing, replacing, and removing the Improvements in accordance with applicable laws, ordinances, rules, and regulations which are now in effect or may be adopted hereafter; provided, however, that Grantor reserves the right to use the Easement Area for any and all purposes that would not unreasonably and materially interfere with Grantee's use of the Easement Area for the purpose specified herein.

2. Ownership and Maintenance.

(a) The Improvements shall be and shall remain the property of Grantee, and Grantee shall be and shall remain solely responsible for the Improvements; provided, however, that it is expressly agreed that within the grant of the Easement is a grant of an easement only and that fee simple title to the Easement Area shall and does remain with Grantor. However, in cases of emergency or imminent danger, Grantee may commence work on the Improvements without Grantor's prior written approval; but Grantee shall give Grantor notice of such work as soon as practicable after the emergency or imminent danger.

(b) Grantee shall construct and at all times keep and maintain the Improvements in a safe and sound condition and in compliance with all applicable laws, ordinances, rules, and regulations, and Grantee has the sole and exclusive responsibility for informing itself thereof.

3. Conditions of Work.

(a) Prior to commencing any work on the Improvements in any instance, Grantee shall submit to Grantor plans and specifications therefor. No work shall begin on the Improvements unless and until Grantor has given to Grantee its written approval of the plans and specifications, which approval shall not be unreasonably withheld. Grantee shall construct the Improvements in accordance with the plans and specifications approved by Grantor unless a modification thereof is approved in writing by Grantor; provided, however, that Grantor in no event shall assume responsibility for any aspect of such plans and specifications.

(b) Prior to commencing any work on the Improvements, Grantee shall have obtained any and all necessary permits, authorizations, and other consents from any and all governmental authorities with jurisdiction.

4. Intentionally omitted.

5. Use of Easement Area.

(a) Grantee shall not store any materials or equipment on the Easement Area without the prior written approval of Grantor.

(b) At Grantee's sole cost and expense, Grantee shall restore the Easement Area not encumbered by the Improvements to good condition including replacement of trees, shrubs, lawn grass, other landscaping features, sidewalks, all-purpose trails, driveways, pavement, and fences. Without limiting the generality of the foregoing, the Grantee (i) shall seed all disturbed lawn grass with a mixture of twenty percent (20%) Kentucky 31 Fescue, twenty-five percent (25%) Common Kentucky Bluegrass, twenty percent (20%) Manhattan Rye Grass, and thirty-five percent (35%) Creeping Red Fescue at the rate of eight (8) pounds per one thousand (1,000) square feet and (ii) shall add lime or fertilizer to the lawn grass at the required rate, if Grantor so directs.

(c) Grantee will not impede the growth or development of any naturally occurring vegetative cover of the Easement Area unless it has obtained the prior written approval of the Grantor.

6. Intentionally omitted.

7. Insurance. Grantee shall maintain and pay for, or cause to be maintained and paid for, (i) commercial general liability insurance, including without limitation contractual liability coverage, products and completed operations coverage, and coverage for collapse, underground exposure, and explosion hazards; and (ii) commercial automobile liability insurance for owned, hired, and non-owned automobiles. Such insurance (A) shall insure against claims for bodily injury (including death) and property damage, with each policy having a combined single limit of not less than \$1,000,000 per occurrence, (B) shall be primary to any insurance maintained by Grantor, and (C) shall name the Board of Park Commissioners of the Cleveland Metropolitan Park District as an additional insured. Certificates of insurance evidencing the aforementioned coverage(s) shall be provided to Grantor prior to commencement of the work. Grantor reserves the right to request a full and complete copy of all insurance policies. Grantee's coverage may not be cancelled or materially changed until at least ten (10)

days after written notice to Grantor. The aforementioned insurance coverage(s) shall be placed with an insurance company listed in the latest edition of "Best's Insurance Guide and Key Ratings" with a policy rating of at least A-, X.

Grantee understands that the insurance carried by Grantor will not include insurance related to the matter addressed by this Easement or the Improvements. Grantee shall maintain self-insurance of claims for bodily injury (including death) and property damage, including for pollution liability claims, related to this Easement, in accordance with customary practices, including without limitation maintenance of an assigned reserve therefore, up to commercially reasonable limits but not less than One Million Dollars (\$1,000,000) per occurrence. Promptly upon request by Grantor, Grantee shall provide Grantor with a letter of confirmation with respect to such self-insurance and assigned reserve, in a form satisfactory to Grantor.

8. Reversion to Grantor. If at any time the Easement ceases to be used by Grantee for the purpose specified herein, the rights hereby granted automatically shall terminate and the Easement shall revert to Grantor, provided that Grantor shall be entitled to retain all rights and remedies that previously may have accrued against Grantee with respect to the Easement.

9. Termination. Grantor may terminate this Agreement and the Easement if Grantee is in violation of any term of this Agreement and such violation remains uncured for thirty (30) days after written notice of the violation.

10. Notices. Whenever a Party is required or permitted to give notice to the other pursuant to this Easement, such notice shall be deemed given when delivered by hand or via regular U.S. mail and addressed as follows:

If to Grantor:	Cleveland Metroparks Attn: Chief Executive Officer 4101 Fulton Parkway Cleveland, Ohio 44144
With a copy to:	Cleveland Metroparks Attn: Chief Legal and Ethics Officer 4101 Fulton Parkway Cleveland, Ohio 44144
If to Grantee:	City of South Euclid Attn: Law Director 1349 South Green Road South Euclid, Ohio 44121

Either party may from time to time change its designated recipient or address for notification purposes by giving the other party written notice of the new designated recipient or address and the date upon which such new recipient or address will become effective.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, with respect thereto.

9. Modification. No modification of this Agreement shall be binding upon Grantor or

Grantee unless set forth in writing and executed by Grantor and Grantee.

10. Severability. If any provision of this Agreement shall be or become invalid or unenforceable, then this Agreement shall be divisible as to such provision, and the remainder of this Agreement shall be and remain valid and binding as though such provision were not included herein.

11. Third-Party Rights. Nothing herein expressed or implied is intended or shall be construed to confer upon any other entity, other than as herein set forth, any rights or remedies under, or by reason of, this Agreement.

12. Successors and Assigns. The rights and obligations of the parties set forth herein shall be binding upon, and inure to the benefit of, each of them, and their respective successors and assigns.

13. Choice of Law/Jurisdiction. This Agreement shall be governed by the laws of the State of Ohio regardless of any choice of law principles. All actions arising from or relating to this Agreement or the Improvements may be instituted and prosecuted only in a federal or state court located in Cuyahoga County, Ohio, and the Parties consent to the exercise of personal jurisdiction by and exclusive venue in such courts.

14. Signature. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. By entering into this Agreement, the Parties agree on behalf of themselves, their officers, employees, subcontractors, subgrantees, agents or assigns, that this transaction may be conducted by electronic means by agreeing that all documents requiring signatures by the Parties may be executed by electronic means, and that the electronic signatures affixed by the Parties to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. The Parties also agree to be bound by the provisions of Chapter 1306 of the Ohio Revised Code as it pertains to electronic transactions.

15. Publicity. Grantee shall not discuss this Agreement or its contents with the media, use Grantor's name or logos or issue any press release or other public statement related hereto, unless authorized in writing by Grantor, which authorization may be withdrawn by Grantor at any time. Publicity prohibited hereunder shall include, but not be limited to, press releases, press interviews, magazine articles, trade show displays, customer lists, web sites, social media sites, Grantee success stories, testimonials, and present or prospective client references. Nothing in this Agreement shall be construed to grant Grantee or any other individual or entity any rights in and/or to the name, any trademark, any logo, and/or any other property of Grantor.

16. Public Records. Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Improvements may be public records under Ohio Revised Code Section 149.43 and may be open to public inspection unless a legal exemption applies.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the day and year first above written.

GRANTEE:

CITY OF SOUTH EUCLID

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

Name:

Title:

STATE OF OHIO                    )  
  )  
COUNTY OF CUYAHOGA        )

SS:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2022 by \_\_\_\_\_, \_\_\_\_\_ of the City of South Euclid, a municipal corporation in Ohio, on behalf of said municipal corporation.

Notarial Seal

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

GRANTOR:

BOARD OF PARK COMMISSIONERS OF THE  
CLEVELAND METROPOLITAN PARK DISTRICT

By: \_\_\_\_\_  
Brian M. Zimmerman  
Chief Executive Officer

Approved as to legal form by Rosalina M. Fini,  
Chief Legal & Ethics Officer:

By: \_\_\_\_\_  
Kyle G. Baker, Senior Assistant Legal Counsel

STATE OF OHIO                    )  
  )  
COUNTY OF CUYAHOGA        )        SS.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_, 2022 by Brian M. Zimmerman, Chief Executive Officer of the Board of Park Commissioners of the Cleveland Metropolitan Park District.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

This instrument prepared by,  
and should be returned to:

Kyle G. Baker (0085270)  
Cleveland Metroparks  
Administrative Offices  
4101 Fulton Parkway  
Cleveland, Ohio 44144

# EXHIBIT A

## Easement Area



EXHIBIT B

Legal Description

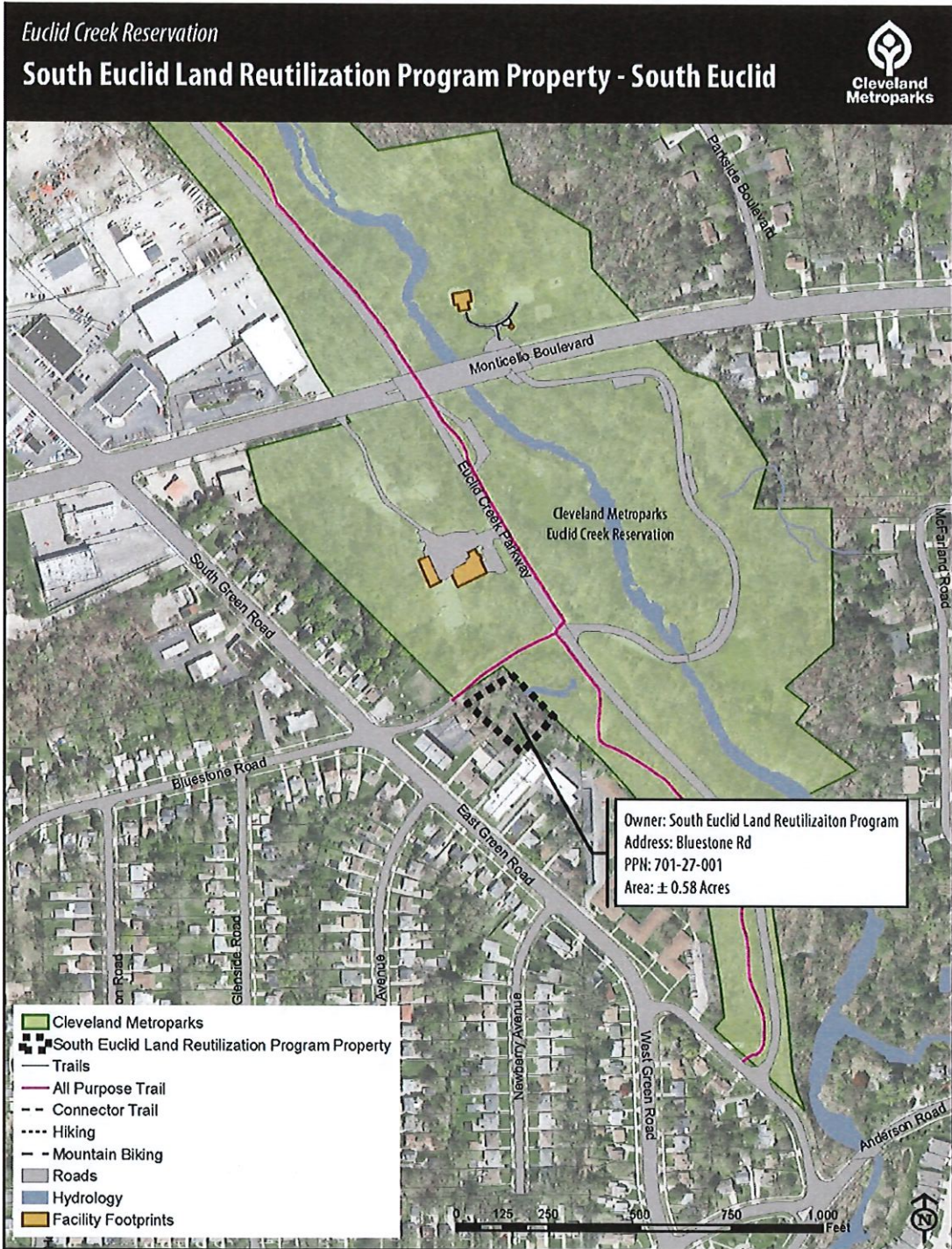
Situated in the City of South Euclid, County of Cuyahoga, and State of Ohio:

And known as being part of Original Euclid Township lot No. 28, Tract No. 6, bounded and described as follows: Beginning in the center line of Bluestone Road (60 feet wide) at its intersection with the Northwesterly prolongation of the most Northeasterly line of Bluestone Green Subdivision, as recorded in Plat Volume 173 of Maps, Page 3 of Cuyahoga County Records; thence Northeasterly along the center line of Bluestone Road, about 152.37 feet to the most Westerly corner of a parcel of land conveyed to The Board of Park Commissioners of The Cleveland Metropolitan Park District by deed dated November 28, 1955, and recorded in Volume 8475, Page 359 of Cuyahoga County Records; thence Southeasterly along the Southwesterly line of said parcel so conveyed, about 188.85 feet to the most Northerly corner of a parcel of land conveyed to Metroview Realty, Inc., by deed dated March 23, 1961, and recorded in Volume 10141, Page 430 of Cuyahoga County Records; thence Southwesterly along the Northwesterly line of said parcel so conveyed about 130 feet to the most Northeasterly line of Bluestone Green Subdivision; thence Northwesterly along said Northeasterly line and its Northwesterly prolongation about 231.50 feet to the place of beginning. Also subject to Park Restrictions and Easements appearing of record in Volume 4609, Page 167 of Cuyahoga County Records. Further subject to Park Restrictions and Easements appearing of record in Volume 8475, Page 359 of Cuyahoga County Records.

Permanent Parcel Number: 701-27-001

EXHIBIT A

Map of Property



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mh1\OneDrive - Cleveland Metroparks\Desktop\GIS\_Maps\EC-South Euclid Land Bank\EC-South Euclid Land Reutilization Program.mxd |  
Map Made: 12/16/21 NHoover