

THE CITY OF SOUTH EUCLID
SCHEDULE OF MEETING
April 11, 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
and click the "Join City Council Meeting Link"
at the top of the webpage.

The Password to Join the Meeting is:

a6tKh2dN24Z (26854236 from phones and video systems)

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1. **PLEDGE OF ALLEGIANCE**
 2. **ROLL CALL**
 3. **SWEARING-IN CEREMONY** Fire Department: Lieutenant Ben Ovelgonne
 4. **REPORT OF MAYOR & DEPARTMENT HEADS**
 5. **REPORT OF LAW DIRECTOR**
 6. **REPORT OF SCHOOL DISTRICT**
 7. **PUBLIC HEARINGS (OPEN MEETING) RELATED TO AGENDA ITEMS**
 8. **REPORT OF COUNCIL COMMITTEES**
 9. **LEGISLATION REQUESTED BY THE MAYOR & ADMINISTRATION**
 1. Ordinance 06-22 Amending Section 531.09" Abatement of Criminal Nuisances" of Chapter 531 "Nuisances" of Part Five "General Offenses" of the Codified Ordinances of The City of South Euclid, Ohio, First Reading.
 2. Resolution 16-22 Proclaiming April 2022 to be National Poetry Month in the City of South Euclid, Ohio. First Reading.
 3. Resolution 17-22 Proclaiming April 2022 to be Fair Housing Month in the City of South Euclid, Ohio. First Reading.
 4. Resolution 18-22 Authorizing the Mayor to take all actions necessary to accept Northeast Ohio Public Energy Council (NOPEC) 2022 Energized Community Grant(S) (NEC) Funds for the Victory Park Improvement Project. First Reading.
 5. Resolution 19-22 Authorizing the Mayor to accept an easement from the City of South Euclid, owner of Parcel #703-03-055, aka 4451 Mayfield Road, within the City of South Euclid, Ohio for the purposes of facilitating the South Green Road Infrastructure Improvement Project. First Reading.
 6. Resolution 20-22 Authorizing the Mayor to enter into an Adoption Agreement with Ohio Deferred Compensation to add the Roth 457 option to the current Ohio Public Employees Deferred Compensation Plan. First Reading.

7. Resolution 21-22 Authorizing the City Engineer to prepare the necessary plans, specifications, and advertise for bids for the 2022 Community Parks and Parking Lots Resurfacing Program in the City of South Euclid, Ohio; and declaring an emergency. First Reading.
8. Resolution 22-22 Authorizing the City Engineer to prepare the necessary plans, specifications, and advertise for bids for the South Belvoir Boulevard Resurfacing Project in the City of South Euclid, Ohio; and declaring an emergency. First Reading.
9. Resolution 23-22 Authorizing the appropriation of unappropriated funds in the following fund: "Road Improvement and Resurfacing Fund #425" in the amount of \$17,456.50 for issuance fees related to the sale general obligation bond anticipation notes related to 2022 Road and Infrastructure Improvement Projects. First Reading.
10. Resolution 24-22 Authorizing the appropriation of unappropriated funds in the following fund: "Road Improvement and Resurfacing Fund #425" in the amount of \$1,652,332.50 for to retire the 2021 note issuance and fees related to 2021 Road and Infrastructure Improvement Projects. First Reading.
11. Resolution 25-22 A Resolution condemning the Russian Federation's military invasion of Ukraine and expressing support for Ukraine. First Reading.

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

11. COMMUNICATIONS OF CITY COUNCIL

12. ADJOURN

ORDINANCE NO.: 06-22
INTRODUCED BY: Gray
REQUESTED BY: Mayor

April 11, 2022

AN ORDINANCE

AN ORDINANCE CREATING NEW SECTION 531.10 "ABATEMENT OF CRIMINAL NUISANCES" OF CHAPTER 531 "NUISANCES" OF PART FIVE "GENERAL OFFENSES" OF THE CODIFIED ORDINANCES OF THE CITY OF SOUTH EUCLID, OHIO, FIRST READING.

WHEREAS, the intent of the nuisance abatement ordinance is to promote, protect, and improve the health, safety, and welfare of our resident.

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

Section 1: That Section 531.10 "Abatement of Criminal Nuisances" of Chapter 531 "Nuisances" of Part Five "General Offenses Code" of the Codified Ordinances of the City of South Euclid, Ohio be created as follows:

531.10 ABATEMENT OF CRIMINAL ACTIVITY NUISANCES.

(a) The following activities occurring on either residential or commercial properties, or within 100 feet of the property line of a residential or commercial property, and engaged in by an owner, occupant or invitee of the owner or occupant of such residential or commercial properties, are hereby declared to be public nuisances.

(1) Any animal violations under **Codified Ordinance** Sections 505.01, Dogs and Other Animals Running at Large; Dangerous and Vicious Dogs; 505.09, Barking or Howling Dogs; 505.06, Poisoning Animals; 505.07, Cruelty to Animals; 505.071, Neglect of Animals; 505.08, Noxious Odors; Unsanitary Conditions, or the corresponding equivalent offense pursuant to the Ohio Revised Code;

(2) Any disorderly conduct, disturbance of the peace or other violation of Chapter 509 of the Codified Ordinances, or the corresponding equivalent offense pursuant to the Ohio Revised Code;

(3) Any drug abuse violation under Chapter 513 of the Codified Ordinances, or the corresponding equivalent offense pursuant to the Ohio Revised Code;

(4) Any gambling violation under Chapter 517 of the Codified Ordinances, or the corresponding equivalent offense pursuant to the Ohio Revised Code;

(5) Any health, safety or sanitation violation under Chapter 521 of the Codified Ordinances, or the corresponding equivalent offense pursuant to the Ohio Revised Code;

(6) Any obstruction of official business violation under Section 525.07 of the Codified Ordinances, or the corresponding equivalent offense pursuant to the Ohio Revised Code;

(7) Any alcohol violations under Chapter 529 of the Codified Ordinances, or the corresponding equivalent offense pursuant to the Ohio Revised Code;

(8) Any sex offenses under Sections 533.07, Public Indecency; 533.08, Procuring; 533.09, Soliciting; or 533.10, Prostitution, of the Codified Ordinances, or the corresponding equivalent offense pursuant to the Ohio Revised Code;

(9) Any offense against another person under Chapter 537 of the Codified Ordinances with the exception of Domestic Violence charged pursuant to Section 537.14 or equivalent Ohio Revised Code section; Menacing by Stalking charged pursuant to Section 537.051 or equivalent Ohio Revised Code section; or Violating Protection Order charged pursuant to Ohio R.C. 2919.27;

(10) Any offense against property under Sections 541.03, Criminal Damaging or Endangering; 541.04, Criminal Mischief, of the Codified Ordinances, or the corresponding equivalent offense pursuant to the Ohio Revised Code;

(11) Any littering or deposition of waste under Chapter 527 of the Codified Ordinances, or the corresponding equivalent offense pursuant to the Ohio Revised Code;

(12) Any theft violation under Sections 545.05, Petty Theft; 545.08, Unauthorized Use of Property, of the Codified Ordinances, or the corresponding equivalent offense pursuant to the Ohio Revised Code;

(13) Any weapons, explosives, firearm or handgun violation under Chapter 549 of the Codified Ordinances, **or the corresponding equivalent offense pursuant to the Ohio Revised Code;**

(14) Any fireworks violation under Chapter 1540 of the Codified Ordinances, **or the corresponding equivalent offense pursuant to the Ohio Revised Code;**

(15) Any waste container violation under Section 1411.081 of the Codified Ordinances, **or the corresponding equivalent offense pursuant to the Ohio Revised Code;**

(16) Any violation of Section 147.04(s), Prohibited Standing or Parking Places, no vehicle shall be parked on any lot other than in an enclosed structure thereon or on the driveway from the public right-of-way to the enclosed structure or Section 147.04(b), Prohibited Standing or Parking Places, on a sidewalk, except a bicycle;

(17) Any violation under Section 1405.24 of the Codified Ordinances;

(18) Any violation under Section 1405.245 of the Codified Ordinances;

(19) Any violation under Section 1609.07 of the Codified Ordinances; and

(20) Any offense that is a felony under the Ohio Revised Code.

(b) The Chief of Police or his designee, upon finding that two or more nuisance activities declared in this section have occurred within any 12-month period, may cause a written notice and order to be served on the owner(s) and occupant(s) of the property declaring that such property is a nuisance property. The notice and order shall set forth the nature of the nuisances, the estimated costs to abate any future nuisances, and state that the owner(s) and occupant(s) may avoid being charged the costs of abatement by taking steps to prevent any further nuisance activity as set forth in this section. **The notice shall also set forth the timeframe and methodology in which the owner(s) or occupant(s) may file for a reconsideration or appeal of the determination that such property is a nuisance property as is hereinafter set forth in this section.** The notice shall further state that if a third or subsequent nuisance activity as declared in this section occurs within 12 months of the written notice, the City may abate the nuisance by responding to the activities using administrative and law enforcement actions, and the costs of such abatement shall be assessed on the nuisance property. Notice shall be served as set forth in Sections 531.02 and 531.03 of the Codified Ordinances.

(c) If within 12 months after the written notice referred to in division (b) of this section has occurred, a third nuisance activity as declared in this section occurs, the City may abate the nuisance by responding to the activity using administrative and law enforcement actions, and the costs of such abatement shall be assessed on the nuisance property in the same manner as in Section 531.04 of the Codified Ordinances, and the costs shall be calculated as set forth in division (e) of this section. The City shall provide notice to the owner(s) and occupant(s) of the nuisance property of the City's intent to assess the costs of abatement against the owner's property at least 30 days before such costs are certified to the County for assessment against the property, and such notice shall contain a description of the nuisance activity that is the basis for the notice of intent to assess the property, and the cost to abate. Notice shall be served as set forth in Section 531.03 of the Codified Ordinances.

(d) The owner(s) and/or occupant(s) of a property who receives a notice from the Chief of Police or his designee pursuant to this section may appeal such notice by submitting a written request for reconsideration to the Chief of Police within 30 days of the date of the notice. If the Chief of Police finds that the facts presented do not support the declaration of a nuisance, the Chief shall rescind the notice. Otherwise, the Chief shall deny the request and refer the appeal for hearing by the Board of Zoning Appeals. Any such appeal shall not **require any filing fee, but does not** stay any actions by the City to abate the first or any subsequent nuisance activity. In any such appeal, the City must show by a preponderance of the evidence that each violation stated in the notice being appealed has occurred, and that the declaration of the property as a nuisance property or of the intent of the City to assess the property for abatement costs, whichever is applicable, is justified. The City shall be deemed to have failed to have met this standard if the **owner or occupant demonstrates** by a preponderance of evidence that:

(1) He or she was not the owner(s) or occupant(s) at the time of any of the nuisance activity that is the basis of the notice; or

(2) He or she had knowledge of the nuisance activity, but has promptly and vigorously taken all actions necessary to abate each nuisance including, without

limitation, compliance with the requirements of Ohio R.C. 5321.17(C) and 5321.04(A)(9); or

(3) He or she had knowledge of the nuisance activity and could not, with reasonable care and diligence, have known of the nuisance activity; and upon receipt of the notice of the declaration of the property as a nuisance property, he or she promptly took all actions necessary to abate the nuisance including, without limitation, compliance with the requirements of Ohio R.C. 5321.17(C) and 5321.04(A)(9).

(e) Costs of abatement shall be assessed based upon an escalating defined cost. The escalating defined costs are: two hundred and fifty dollars (\$250.00) upon the first declaration of nuisance under this chapter; five hundred dollars (\$500.00) on the second nuisance declaration; seven hundred fifty dollars (\$750.00) on the third nuisance declaration; and one thousand dollars (\$1,000.00) on each subsequent nuisance declaration. If any violation of nuisance activities described in division (a)(1) through (a)(16) above involves the possession and/or discharge of a firearm in violation of any Federal, State or local law, there shall be an additional cost assessed of two thousand dollars (\$2,000) to each enumerated cost listed in this section.

(f) The declaration of a nuisance property, an order to abate a nuisance, or the assessment of costs by the City on a property, do not affect or limit the City's right or authority to bring criminal prosecution or other legal action against any person for violation of the City's ordinances.

(g) No enforcement action or abatement under this section will be ordered against a real property owner who is either: (1) an individual who was a complainant or a victim in whole or in part of the incidents that formed the basis of the nuisance enforcement action; or (2) an individual who has a known disability or has a relationship or association with an individual who has a known disability pursuant to the Americans with Disabilities Act, as set forth in 28 C.F.R. Ch. 1, Pt. 35, as may be hereinafter amended ("ADA"), in whole or in part of the incidents that formed the basis of the nuisance enforcement action. No abatement measure against an individual will be predicated upon the fact that such individual called for police or emergency services. Any decision or related order in a nuisance proceeding imposing enforcement or abatement action shall make a finding whether that individual is a victim, complainant, or qualifies for an exemption pursuant to the ADA. If the individual is not found to be a victim or complainant, and also does not qualify for an exemption pursuant to the ADA, then that individual may be the subject of such enforcement or abatement action under this Section.

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

Section 3: This ordinance shall take effect and be enforced from and after the earliest period allowed by law and upon signature of the mayor.

Passed this _____ day of _____, 2022.

Ruth I. Gray, Council President

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 16-22
INTRODUCED BY: Frank
REQUESTED BY: Mayor

April 11, 2022

A RESOLUTION
PROCLAIMING APRIL 2022 TO BE NATIONAL POETRY MONTH IN THE CITY OF
SOUTH EUCLID, OHIO.

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

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

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

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

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

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

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

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

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

Section 1: This Council hereby proclaims April 2022 to be *National Poetry Month* in the City of South Euclid and urges all residents to observe this month, to celebrate the cultural riches our community has to offer, and to recognize the important role of poetry in creating and sustaining this great city with appropriate ceremonies, activities, and programs.

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

Section 3: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety and for the further reason that a vital function of the Municipal government is effected thereby. Wherefore, this Resolution shall take effect and be in force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 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

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 17-22
INTRODUCED BY: Frank
REQUESTED BY: Mayor

April 11, 2022

A RESOLUTION
PROCLAIMING APRIL 2022 TO BE FAIR HOUSING MONTH IN
THE CITY OF SOUTH EUCLID, OHIO.

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

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

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

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

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

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

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

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

Section 1: The Council and Mayor of the City of South Euclid hereby declare the month of April 2022 as Fair Housing Month in the City of South Euclid and will continue to work to advocate for equal housing opportunities for all residents and prospective residents.

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

Section 3: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety and for the further reason that a vital function of the Municipal government is effected thereby. Wherefore, this Resolution shall take effect and be in force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 2022.

Ruthi 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: April 8, 2022

RE: Res. 18-22 regarding the 2022 NOPEC Energized Community Grant

Resolution 18-22 authorizes the acceptance and escrow of NOPEC Energized Community Grant dollars to provide for improvements related to the Victory Park and Community Center Improvement Projecta.

This funding item was discussed during Council's budget hearings. Please don't hesitate to let me know if you have any questions or need additional information.

Thank you.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 18-22
INTRODUCED BY: Frank
REQUESTED BY: Mayor

April 11, 2022

A RESOLUTION

AUTHORIZING THE MAYOR TO TAKE ALL ACTIONS NECESSARY TO ACCEPT NORTHEAST OHIO PUBLIC ENERGY COUNCIL (NOPEC) 2022 ENERGIZED COMMUNITY GRANT(S) (NEC) FUNDS FOR THE VICTORY PARK IMPROVEMENT PROJECT.

WHEREAS, the City of South Euclid is a member of the Northeast Ohio Public Energy Council ("NOPEC") and is eligible for one or more NOPEC Energized Community Grant for 2022 ("NEC Grant") as provided for in the NEC Grant Program guidelines; and

WHEREAS, the City of South Euclid wishes to enter into a Grant Agreement with NOPEC, Inc. in substantially the form presented to this Council to receive one or more NEC Grant(s); and

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

Section 1: That this Council finds and determines that it is in the best interest of the City of South Euclid to enter into the Grant Agreement to accept the NEC Energized Community Fund Grant for 2022, and authorizes the Mayor to execute the Grant Agreement to accept the NEC Grant funds.

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

Section 3: Wherefore, this Resolution shall take effect and be in force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 2022.

John Fahsbender, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law

NOPEC 2022 ENERGIZED COMMUNITY

GRANT AGREEMENT

This Grant Agreement (the "Agreement") is made and entered into by and between NOPEC, Inc. ("Grantor"), and City of South Euclid, Cuyahoga County, Ohio ("Grantee"; "Grantor" and "Grantee," the "Parties") regarding a grant by Grantor to Grantee to be used primarily for energy efficiency or energy infrastructure updates in accordance with NOPEC Energized Community Grant criteria, guidelines and requirements ("NOPEC Policy").

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, the Parties hereby agree as follows:

1. **Grant of Funds.** Grantor hereby grants a NOPEC Energized Community Grant ("NEC Grant") to Grantee in the amount calculated by Grantor based on the number of natural gas and/or electric accounts served by Grantor in Grantee in accordance with NOPEC Policy in the amount determined by Grantor ("Funds"), for the purposes set forth in Grantee's Grant Disbursement Request, as amended, and incorporated by reference into this Agreement.

2. **Use of Funds.** Grantee shall use the Funds granted by Grantor for qualified use as outlined in the program policies. Funds shall be paid in accordance with NOPEC Policy. NEC Grant disbursements shall be accompanied by a completed Disbursement Request Form with the expenditures supported by contracts, invoices, vouchers, and other data as appropriate as supporting documents. All disbursements for qualified use in accordance to the program policies must be submitted by November 30, 2024. If Grantee does not request disbursements by Grantor on or before such date, Grantee shall forfeit any unused Funds for the NOPEC 2022 Grant year.

3. **Accounting of Funds.** Grantee shall keep all Funds and make all disbursements and expenditures consistent with the manner in which all public funds are kept by Grantee in accordance with applicable law.

4. **Term.** The Parties agree that this Agreement shall begin on January 1, 2022, and shall expire on December 31, 2022, and shall be automatically renewed annually unless Grantor discontinues the NEC Grant program for any subsequent year or Grantee is no longer a NOPEC member in good standing, as defined herein.

5. **Renewable Energy Credits.** Grantee shall be entitled to claim Renewable Energy Credits, carbon credits, or NOx allowances and/or allowances arising under other trading programs that may be established in the future for the work completed using grant funding. Grantor reserves the right to claim/apply for such allowances if Grantee does not claim such allowances or this Agreement terminates. Grantee must notify Grantor if Grantee does not wish to trade or sell any such credits or assets.

6. **Records, Access and Maintenance.** Grantee shall establish and maintain all records associated with the Funds in accordance with the Ohio Public Records Act and shall promptly make available to Grantor all of its records with respect to matters covered by this Agreement, and for Grantor to audit, examine and make copies from such records. Grantee agrees to share and release all of its utility and other data with NOPEC, Inc. and Grantor and its

consultant(s) in order to measure, verify and otherwise track savings from energy efficiency and for such other related uses as Grantor shall require.

7. **Property and Equipment Purchases.** All items purchased by Grantee from the Funds granted herein are and shall remain the property of Grantee.

8. **Inability to Perform.** In the event that Grantee does not or cannot complete or perform its obligations under this Agreement, Grantee shall immediately notify Grantor in writing. Grantor, with the approval of the Committee formed to award NEC Grants (the "Committee"), and Grantee shall jointly identify amendments or suitable uses that meet NOPEC Policy.

9. **Dispute Resolution.** In the event Grantee desires clarification or explanation of, or disagrees with, any matter concerning the Agreement, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to Grantor, which shall convene the Committee to review and decide the matter. All decisions of the Committee shall be final and binding upon Grantee, and non-appealable.

10. **Termination.**

(a) If Grantor determines that Grantee has failed to perform any requirements of this Agreement, or if Grantee is in default under any provision of this Agreement, or upon just cause, as shall be determined by the Committee, Grantor, upon approval by the Committee, may terminate the Agreement at any time after providing Grantee with written notice and a period of at least thirty (30) days to cure any and all defaults under this Agreement. During such thirty day cure period, Grantee shall incur only those obligations or expenditures which are necessary to enable Grantee to continue to achieve compliance with the terms of this Agreement.

(b) This Agreement shall automatically terminate if Grantee is not a NOPEC member in good standing. A NOPEC member in good standing means a Northeast Ohio Public Energy Council ("NOPEC" or "Northeast Ohio Public Energy Council") member whose residents are receiving service from Northeast Ohio Public Energy Council's natural gas or electric aggregation program and which has not provided written notice to withdraw from such Northeast Ohio Public Energy Council's natural gas or electric aggregation program.

11. **Effects of Termination.**

(a) Within sixty (60) days after termination of this Agreement, Grantee shall surrender all reports, data, documents, and other materials assembled and prepared pursuant to this Agreement which shall become the property of Grantor.

(b) The Committee also may withhold final installment payment of the Funds or require Grantee to return all or any part of the Funds awarded if Grantee is found to have violated the provisions of this Agreement. Notwithstanding any other provision in this Agreement, if Grantee either withdraws from membership in the Northeast Ohio Public Energy Council or from its electric or natural gas aggregation program(s), Grantee shall no longer be eligible for any NEC Grants. The provisions of this paragraph are in addition to the termination provisions of this Agreement and to any payments required under the Northeast Ohio Public Energy Council Bylaws and the Northeast Ohio Public Energy Council of Governments Agreement with its member communities in connection with any such withdrawal.

12. **Liability.** Grantee shall maintain, or cause any vendors or subcontractors to maintain, all required liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property caused by the negligent acts or omissions, or negligent conduct of the Grantee. To the extent permitted by law, in connection with activities conducted in connection with this Agreement, Grantee agrees to defend Grantor and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any liability of any nature whatsoever from Grantee to NOPEC, Inc. or the Northeast Ohio Public Energy Council.

13. **Compliance with Laws.** Grantee agrees to comply with all applicable federal, state, and local laws in the performance of the funding. Grantee is solely responsible for payments of all unemployment compensation, insurance premiums, workers' compensation premiums, all income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee on the performance of the work authorized by this Agreement.

14. **Miscellaneous.**

(a) **Governing Law.** The laws of the State of Ohio shall govern this Agreement. All actions regarding this Agreement shall be venued in a court of competent subject matter jurisdiction in Cuyahoga County, Ohio.

(b) **Entire Agreement.** This Agreement and any documents referred to herein constitute the complete understanding of the Parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the Parties with respect to the subject matter hereof.

(c) **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

(d) **Notices.** All notices, consents, demands, requests and other communications which may, or are required to be, given hereunder shall be in writing and delivered to the addresses set forth hereunder or to such other address as the other party hereto may designate from time to time:

In case of NOPEC, to:

Charles W. Keiper, II
President
NOPEC, Inc.
31360 Solon Road
Suite 33
Solon, OH 44139

In case of Grantee, to:

Title: Economic Development Dir.
Name: Michael Love
1349 South Green Road
South Euclid, Ohio 44121

(e) Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and justification therefor. The Parties shall review the request for modification in terms of the funding uses and NOPEC Policy. Should the Parties consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

(f) Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.

(g) Assignment. Neither this Agreement nor any rights, duties or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of Grantor.

(h) Authority. The undersigned represents and warrants to the other that each has all the necessary legal power and authority to enter into this Agreement.

(i) Determinations by Grantor Final. All determinations as to eligibility of any uses of an award of any NEC Grant, and the amount and payment schedule of a NEC Grant, will be made by Grantor and its Committee, which shall be final, conclusive and binding upon Grantee.

(j) Designation of Grantee Representative. Grantee hereby designates its [Fiscal Officer or other position] to take all actions with respect to the NEC Grant and this Agreement as may be required and Grantor shall be entitled to rely on the authority of such designated representative of Grantee in connection with this Agreement.

(k) Marketing Consent. Grantee hereby authorizes NOPEC, Inc. and Grantor to use information about Grantee's grant(s) and work funded in any marketing they may conduct, and agrees to cooperate with Grantor in connection with such marketing.

[Signature Page to Follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this Grant Agreement on the last date set forth below.

GRANTEE:

NOPEC, INC.:

South Euclid _____, Ohio

Individual Authorized by Grantee's
Legislation

By: _____

By: _____

Title: Mayor _____

Title: _____

Date: _____

Date: _____

[Signature page to NOPEC 2022 Energized Community Grant Agreement.]



COME TOGETHER & THRIVE

Memorandum

Date

April 4, 2022

Recipient

City Council

Sender

Michael Love

Title

Economic Development Director

Department

Economic Development

Subject

Easement Acceptance
Legislation

In order to facilitate the successful completion of the South Green Road infrastructure improvement project, easement agreements must be obtained by the city for any work outside of the public right of way. Obtaining these easement agreements is an ODOT requirement and is necessary for the project to proceed.

These easements specifically allow for the installation of traffic control devices, so that new and modern traffic signals can be installed throughout the South Green Road corridor.

One such necessary easement agreement concerns the city-owned property located at 4451 Mayfield Road. This is the pocket park located on the northwest corner of Mayfield & Green next to the Grille 55/Krush building.

The legislation before you allows the city to grant an easement, technically to itself, to allow for the installation, operation, and maintenance of traffic signal devices on this property. Passing the legislation will allow the Mayor to sign off on the easement agreement and allow the South Green Road project to proceed.

ODOT requirements necessitate an easement agreement for any work outside of the public right-of-way, even if this work occurs on city property. This is thus the reason for this legislation.

Thank you in advance for your support. Please feel free to contact myself, Keith Benjamin, or City Engineer Blackley with any questions.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 19-22
INTRODUCED BY: Gray
REQUESTED BY: Mayor

April 11, 2022

A RESOLUTION

AUTHORIZING THE MAYOR TO ACCEPT AN EASEMENT FROM THE CITY OF SOUTH EUCLID, OWNER OF PARCEL #703-03-055, aka 4451 MAYFIELD ROAD, WITHIN THE CITY OF SOUTH EUCLID, OHIO FOR THE PURPOSES OF FACILITATING THE SOUTH GREEN ROAD INFRASTRUCTURE IMPROVEMENT PROJECT.

WHEREAS, the City of South Euclid, owner of PP# 703-03-055, aka 4451 Mayfield Road, in the City of South Euclid, Ohio, has granted an easement to the City of South Euclid for the purposes of facilitating the completion of the South Green Road infrastructure improvement project, specifically for the maintenance and operation of traffic control devices.

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

Section 1: That the easement granted from the City of South Euclid, Ohio to the City of South Euclid concerning PP# 703-03-055, aka 4451 Mayfield Road, to allow for the completion of the South Green Road infrastructure improvement project, a copy of which is attached hereto and made a part hereof, is hereby accepted.

Section 2: That said easement is described in the legal descriptions attached hereto.

Section 3: That the Mayor is authorized to enter into any and all agreements to facilitate the granting of said easement.

Section 4: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 5: That this Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, and safety. Such a necessity exists by reason of the fact that in order for the City of South Euclid to complete the South Green Road infrastructure improvement project, this easement must be accepted at the earliest possible time. 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

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law

**EASEMENT FOR WALKS & TRAFFIC DEVICES
THE CITY OF SOUTH EUCLID
4451 MAYFIELD ROAD
PP# 703-03-055**

KNOW ALL MEN BY THESE PRESENTS, that The City of South Euclid (PP# 703-03-055), 4451 Mayfield Rd., South Euclid, Ohio 44121:

“Grantor” herein, for valuable consideration received to their satisfaction, does hereby give, grant, bargain and conveyed to the City of South Euclid, Ohio, “Grantee” herein, the perpetual, nonexclusive easement for the construction, maintenance, inspection, operation, protection, repair and replacement of sidewalks and traffic control devices, together with all appurtenances thereto, in and under the following described real estate:

Situated in the City of South Euclid, County of Cuyahoga and State of Ohio and known as being part of lands conveyed to The City of South Euclid by deed recorded in Vol. 97-00320, Pg. 6 (AFN# 00412230) of Cuyahoga County Deed Records, and also known as being part of Sublot No. 1 in the Groupe Plan Realty Company’s Allotment of part of Original Euclid Township Lot No. 30, Tract No. 3, as recorded in Volume 73 of Maps, Page 28 of Cuyahoga County Records and being further bounded and described as follows:

Beginning at the intersection of the Southwesterly corner of said City of South Euclid parcel of land with the Northerly right-of-way line of Mayfield Road, (80 feet). Thence South 81°20’35” West, along said Northerly right-of-way line of Mayfield Road (80 feet), a distance of 24.71 feet to the principal place of beginning;

Thence North 08°39’25” East, a distance of 20.00 feet;

Thence South 88°19’03” East, a distance of 20.00 feet to a point on the westerly right-of-way line of South Green Road (width varies). Said point also being the point of commencement for a curved turnout of the Northwesterly intersection of the right-of-way of Mayfield Road (80 feet) and South Green Road (width varies).

Thence Southwesterly along said right-of-way curved turnout deflecting to the right an arc distance of 33.85 feet to the point of tangency on the Northerly right-of-way line of Mayfield Road (80 feet), said curved line having a radius of 20.00 feet, a central angle of 96°58’28” and a chord which bears South 50°10’11” West, 29.95 feet to the principal place of beginning and containing 339 square feet of land, as described by Stephen Hovancsek & Associates, Inc., in March 2022 under the direction of Thomas Cappello, Registered Surveyor No. 7880, State of Ohio, be the same more or less but subject to all legal highways.

[Basis of bearing for this description is Ohio State Plane, North Zone, NAD 83 and used to denote angles only.]

The above easement is granted for the purpose of maintaining, and operations of sidewalks and traffic control devices with the right of unimpaired access to said improvements necessary and incident to the operation and maintenance and, from time to time, alter or repair the same.

The grantors herein reserve the right to fully use and enjoy said premises for all purposes consistent with the full use and enjoyment by the grantee of the easement herein granted.

Grantee, by acceptance of this easement, agrees to repair and restore the areas adjacent to the Easement Area to this condition immediately prior to any maintenance, repair, or reconstruction of said

sidewalks and traffic control devices. It is also agreed that the Grantee will relieve Grantors of any and all liabilities that may or can occur related to the construction and maintenance of said sidewalks and traffic control devices.

TO HAVE AND TO HOLD the above granted easement for the purpose above mentioned unto said Grantee, for so long as said easement is needed for the purpose above mentioned.

And the Grantors do for themselves, their successors and assigns, covenant with the Grantee, and its successors, that at and until the sealing of these presents, it is well seized of the above described premises as a good and indefeasible estate in fee simple and has a good right to bargain and grant the same in manner and form as above written, and that it will warrant and defend said premises with the appurtenances thereunto belonging to the Grantee, its successors and assigns, against all lawful claims and demands whatsoever for the purpose herein described.

It is agreed that wherever a party is named in this instrument, there shall be intended and included, in each case, that party, its heirs, administrators, successors and/or assigns.

It is agreed that the Grantee will relieve Grantors of any and all liabilities that may or can occur related to the reconstruction, repair or maintenance of said sidewalks and traffic control devices.

IN WITNESS THEREOF, the Grantor herein has hereunto set his hand this _____ day of _____, 2022.

Signed and acknowledged in the presence of

Grantors:

By _____
The City of South Euclid

STATE OF OHIO)
) ss
COUNTY OF CUYAHOGA)

Print Name and Title

Before me, a notary public in and for said County and State personally appeared the above-named signatory of The City of South Euclid, who acknowledged that they did sign the foregoing instrument and that the same was their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at _____, Ohio, this _____ day of _____, 2022.

NOTARY PUBLIC

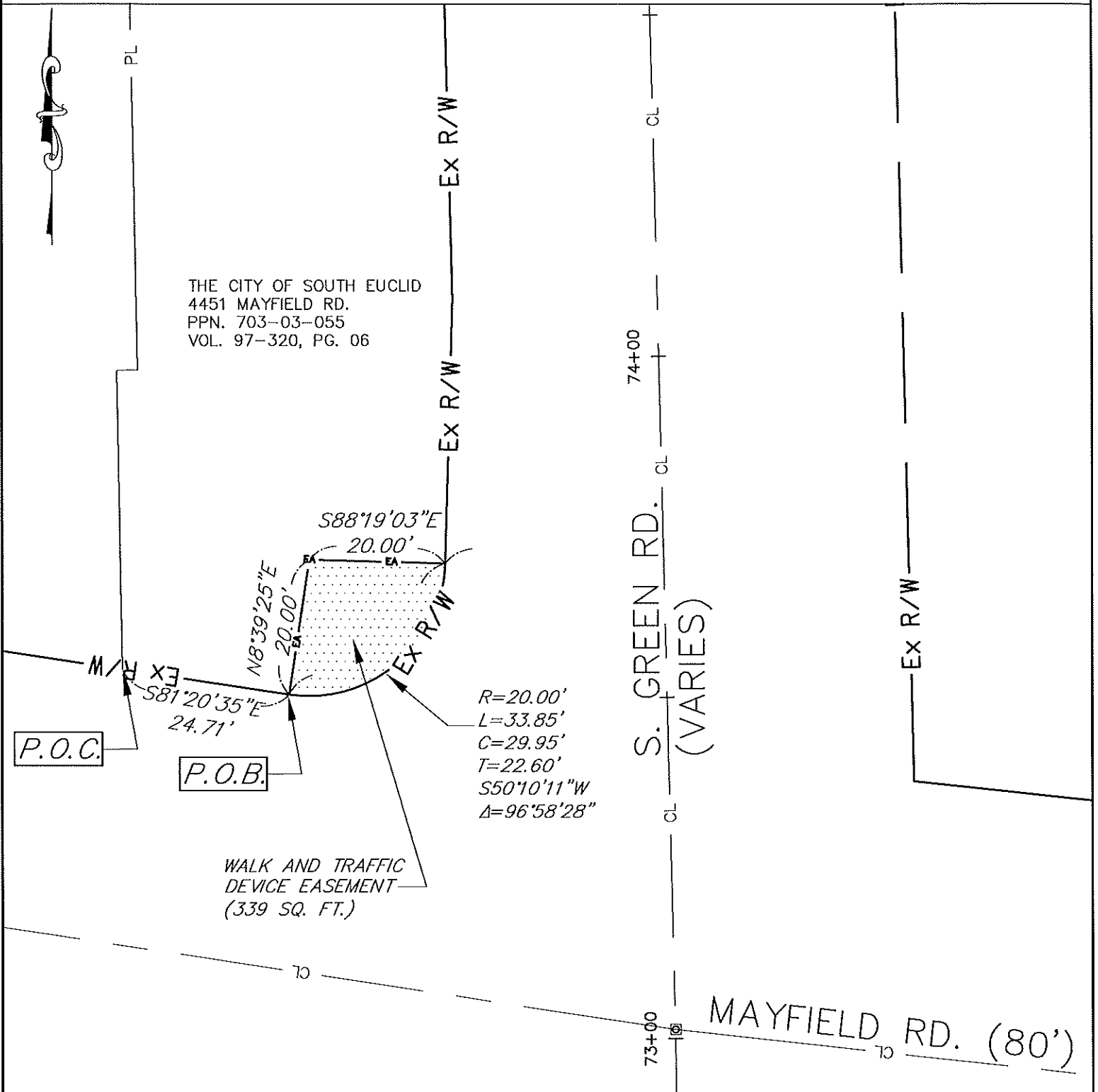
Approved and accepted this _____ day of _____, 2022.

Director of Law – City of South Euclid

Surveyor

Seal

CITY OF SOUTH EUCLID
 SOUTH GREEN ROAD
 EASEMENT FOR WALKS AND TRAFFIC DEVICES
 4451 MAYFIELD ROAD (PP# 703-03-055)



THE CITY OF SOUTH EUCLID
 4451 MAYFIELD RD.
 PPN. 703-03-055
 VOL. 97-320, PG. 06

P.O.C.

P.O.B.

WALK AND TRAFFIC
 DEVICE EASEMENT
 (339 SQ. FT.)

$R=20.00'$
 $L=33.85'$
 $C=29.95'$
 $T=22.60'$
 $S50^{\circ}10'11''W$
 $\Delta=96^{\circ}58'28''$

S. GREEN RD. CL
 (VARIES)

MAYFIELD RD. (80')

PREPARED BY
STEPHEN HOVANCSEK & ASSOC., INC.
 TWO MERIT DRIVE RICHMOND HEIGHTS,
 OHIO 44143 (216) 731-6255 FAX NO.
 (216) 731-4483
 APRIL 2021





COME TOGETHER & THRIVE

Memorandum

To: Members of Council

From: Keith Ari Benjamin, Director of Community Services

Date: April 8, 2022

RE: Res. 20-22 regarding Adoption Agreement to add Roth IRA

Resolution 20-22 authorizes the Mayor to enter into an adoption agreement with the Ohio Deferred Compensation to add the Roth IRA option to current Ohio Public Employees Deferred Compensation Plans.

The State of Ohio passed Senate Bill 220 into law effective March 19, 2017 to allow Roth options within public employee deferred compensation programs. The Roth IRA option has been identified as an additional benefit that can assist county employees to save for retirement by expanding their portfolio options to include additional possible tax advantages.

Thank you.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 20-22
INTRODUCED BY: Gray
REQUESTED BY: Mayor

April 11, 2022

A RESOLUTION

AUTHORIZING THE MAYOR TO ENTER INTO AN ADOPTION AGREEMENT WITH OHIO DEFERRED COMPENSATION TO ADD THE ROTH 457 OPTION TO THE CURRENT OHIO PUBLIC EMPLOYEES DEFERRED COMPENSATION PLAN.

WHEREAS, at its meeting of October 8, 1979; the council adopted Resolution 34-79 authorizing an agreement to participate in the Ohio Public Employees Deferred Compensation Program; and

WHEREAS, the Ohio Public Employees Deferred Compensation Program is offering the Roth 457 option to employees of organizations that choose to offer it.

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

Section 1: That the Mayor be, and she is hereby authorized to enter into an Adoption Agreement with Ohio Deferred Compensation to add the Roth 457 option to the current Ohio Public Employees Deferred Compensation Plan, a copy of such Adoption Agreement is attached hereto, expressly made a part thereof by reference and marked Exhibit "A".

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

Section 3: Wherefore, this Resolution shall take effect and be in force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 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



OHIO DEFERRED COMPENSATION

ROTH 457 OPTION EMPLOYER ADOPTION

- ✓ Employers who choose to offer the Roth 457 option must execute an Adoption Agreement, Exhibit B, Payroll/Administrative Procedures.
 - Return the completed and executed form.
 - Email: Ohio457@Nationwide.com
 - Fax: 614-222-9457
 - Mail: 257 East Town Street, Suite 400, Columbus, Ohio 43215-4626
 - An acknowledgment email and additional information will be sent to the employer upon receipt of an executed Exhibit B.
- ✓ Employers will need to set-up a separate post-tax payroll deduction for Roth contributions.
- ✓ Pre-tax deferrals and Roth contributions will be billed separately. Ohio DC will create a new bill code assigned to Roth contributions.
- ✓ Pre-tax deferral and Roth contribution billings can be obtained and filed on the Ohio Business Gateway at Ohiobusinessgateway.ohio.gov.

Comparison of the traditional pre-tax option and the Roth post-tax option:

Feature	Traditional 457(b)	Roth 457(b)
Payroll Deductions	Yes	Yes
Contributions	Pre-tax dollars	Post-tax dollars
2021 Annual Limits	\$19,500 (\$26,000 if age 50+, \$39,000 for Special Catch-Up) Combined contributions to Traditional (pre-tax) and Roth options must remain within the annual limits.	
Investment Growth	Accumulates tax-deferred	Accumulates tax-free
Federal Tax on Distributions	Taxable income	Tax free if certain criteria are met

Enter Employer Name below. Execute the agreement on page five.

EXHIBIT B

PAYROLL/ADMINISTRATIVE PROCEDURES

An Employer that establishes the Plan shall determine whether its employees will be permitted to make (i) pre-tax deferrals only or (ii) pre-tax deferrals and Roth contributions.

[Enter Employer Name] elects to offer eligible employees one of the following options:

_____ Pre-tax deferrals only

OR

Pre-tax deferrals and Roth contributions

The effective date shall be a date no sooner than 30-days after Ohio DC receives the executed Exhibit B and the Employer receives their first pre-billing invoice for pre-tax deferrals and/or Roth contributions.

Deductions

A. **Pre-tax Deferrals.** The Employer will ensure that federal and state income taxes for each participating employee are calculated after excluding the amount being deferred under the Plan. Please note that pre-tax deferrals are not excluded from local income tax calculations.

B. **Roth Contributions.** The Employer will ensure that Roth contributions are after-tax contributions. This means the Employer includes the amount of the Roth contributions in the employee's gross income at the time the employee would have otherwise received the amount in cash if the employee had not made the election. Roth contributions are subject to all applicable wage-withholding requirements.

The Internal Revenue Code requires that participant deferral/contribution agreements be entered into in the month before they begin. The Program will monitor this regulation and notify Employers of new enrollments and valid changes. The Employer may not make any such contractual changes until the effective date specified on the Payroll Reduction Change Report, except to prevent deferrals/contributions from exceeding the maximum annual limits.

Reporting

The Employer may utilize one of the following methods for reporting deferral/contribution amounts.

A. **A pre-billing invoice.** The Program will create an invoice(s) for the Employer at least ten (10) days before each pay date, listing the name, last four digits of the employee's social security number, and dollar amount of the deferral/contribution expected from each employee. Pre-tax deferrals and Roth contributions will be invoiced separately. The employer can obtain these invoices from the Ohio Business Gateway website. The Employer will note any changes on the invoices before reporting these amounts.

B. **A computer file.** The use of computer files is recommended for all Employers who will have more than 100 participants in the Plan. Pre-tax deferrals and Roth contributions must be in separate files. This confidential data must be transmitted using the secure express upload feature of the Ohio Business Gateway at business.ohio.gov. Computer files must be formatted as indicated below.

<u>Field Name</u>	<u>Data Type</u>	<u>Start/End Pos.</u>		<u>Contents</u>
Transaction Type	X(3)	1	3	'114'
Employer ID	X(6)	4	9	Ohio DC will assign this number
Pay Date*	9(8)	10	17	Your payroll date
Social Security5	9(5)	18	22	First 5 digits of social security number
Social Security4	9(4)	23	26	Last 4 digits of social security number
Termination Code	X(2)	27	28	Does participant still work for you? Yes = SPACES No = 'TT'
Filler	X(8)	29	36	Spaces
Termination Date*	9(8)	37	44	Date employee was terminated or zeros for current employees
Transaction Amount**9(7)		45	51	Deferral/contribution amount 9999999
Name	X(25)	52	76	Participant name
Filler	X(4)	77	80	Spaces

* All dates must use CCYYMMDD format (20190101)

** The transaction amount must not include the decimal point. Example, a \$125.00 deferral amount would be sent as 0012500.

Fields are **NOT** packed.

For regular deferrals (pre-tax), the file must be named **defcomp.txt**.

For Roth contributions (post-tax), the file must be named **roth_defcomp.txt**

Please note that regular deferrals and Roth contributions are on separate bills and cannot be combined in the same file

If you need further assistance, please call 614-466-7245.

C. **An acceptable Employer generated listing.** The Employer may generate their own listing which will identify the name, last four digits of the employee's social security number, and dollar amount of the individual deferrals/contributions. The format must be (by pay frequency) in ascending alphabetic or social security number order with totals for each frequency. Pre-tax deferrals and Roth contributions must be reported separately. The list must contain Employer name, Employer number, and pay date. Do not list reductions by department or full social security numbers.

Changes

Ohio DC will create a Payroll Change Report(s) showing all employees who are newly enrolled or changing the amount of their deferrals/contributions. This report will be available to the Employer at least ten (10) days before the effective pay date on the Ohio Deferred

Compensation secure section of the Ohio Business Gateway website, business.ohio.gov. Separate Payroll Change Reports will be produced for pre-tax deferrals and Roth contributions.

Terminating Employees

For any participants who have terminated employment, the Employer will note on each invoice, file, or listing, the date of termination, last four digits of the social security number, and name of the employee(s).

Remittance

For each pay date, the Employer will forward payment for the gross amount of deferrals/contributions with supporting documentation. The Employer is responsible for the correct and timely remittance of deferrals/contributions. The Employer may use one of the following methods for remittance:

ACH debit: Use the Ohio Business Gateway at business.ohio.gov. (*preferred method*)

ACH credit: The Program will provide banking information to Employers using this method.

Check mailed to:

Ohio Deferred Compensation
257 East Town Street, Suite 400
Columbus, Ohio 43215-4623

The payment amount must be exactly equal to the total amount of deferrals/contributions on the detailed report.

Refunds

If deferrals/contributions are erroneously made on behalf of a participant and the money must be returned to that participant, the Employer may not use amounts to be refunded to the participant as an offset or credit against the gross amount of deferrals/contributions for the next pay period. The Employer must notify the Program in writing of such errors and the Board will return the money to the Employer. For pre-tax deferrals the Employer must then refund the money to the employee after withholding all appropriate taxes, etc., since the refund will not have been previously included as taxable income to that employee.

Annual Limits

Consistent with IRS regulations, the Employer is responsible for ensuring that any combination of the participant's annual pre-tax deferrals and Roth contributions do not exceed the lesser of (i) the limits allowed by the Internal Revenue Code or (ii) 100% of includible compensation. Participants age 50 and older or in their three years prior to Normal Retirement Age may be eligible for higher annual limits. The Program will annually provide notice to the Employer regarding such limits. The Program will be careful to enroll the participant for deferral/contributions amounts that will not exceed the IRS's maximum limits. If events occur (requested changes to deferral/contribution amounts are not made timely, a year with 27 bi-weekly pay periods, etc.) whereby those limits could be exceeded, the Program will work with the participant and Employer to adjust deferral/contribution amounts accordingly.

Form W-2

The Employer will be responsible for issuing a correct Form W-2 at year-end, which will identify the gross amount of wages subject to federal and state taxes and the gross amount of wages subject to local taxes. The Employer will list on the participant's Form W-2 the amount of pre-tax deferrals or Roth contributions for the year, as required by the IRS.

Program Withdrawals

The Program will be responsible for overseeing the disbursement of all withdrawals from the Program to the participant or beneficiary(ies) and to discharge on behalf of the Employer all reporting and withholding responsibilities required by Federal and State Regulatory Authorities.

Employer Statements

The Program will provide the Employer with a quarterly statement that will include the total amount received during the quarter and the total value of accounts held on behalf of the employees or beneficiaries.

Note: The Program statements will reflect deferral/contribution activity based on the date received and invested, which may not always coincide or agree with the Employer's records, due to timing of deposits and transfers into and out of individual accounts at the beginning or ending of the statement period.

Confidentiality

The Employer shall maintain the confidentiality of individual participants and related account information.

It is the Program's policy to limit the display of social security numbers. Billing and change reports will only display the last four digits of each participant's social security number, unless you provide the Program with a signed release on your Employer letterhead accepting all responsibility for transmitting this sensitive data. If the Employer generates their own listing, the Employer will be responsible for this confidential information while in transit. It is important that the display of social security numbers is limited to the last four digits.

Other Deferred Compensation Plans

If the Employer offers deferred compensation programs in addition to the Program as permitted under Section 148.06 of the Ohio Revised Code, then the Employer is responsible for assuring that participants do not exceed the maximum annual limits under IRC Section 457(b).

Execution

The duly authorized responsible official has executed this document for the Eligible Employer, and the Board (by its representative) has accepted as of the date so noted below.

[Enter Employer Name]

Eligible Employer

Responsible Official (printed name)

Responsible Official Signature

Title

Date

OHIO PUBLIC EMPLOYEES DEFERRED COMPENSATION BOARD

Accepted for the Program

Date

Employer Services for You

The Board Office is responsible for administration of the Program, which includes maintaining employer and employee account records, investing payroll deferrals/contributions, processing withdrawal requests and generating employer and employee account statements.

Employers with questions or needing assistance should contact the finance department of the Board Office.

Board Office:

Ohio Deferred Compensation
257 East Town Street, Suite 400
Columbus, Ohio 43215-4623

Phone: 614-466-7245

Phone Hours: The Board Office staff is available to assist employers Monday-Friday from 7:30 a.m.-4 p.m.

Fax: 614-728-2601

Email: finance@OhioDC.org.



STEPHEN HOVANCSEK & ASSOCIATES, INC.

Consulting Engineers & Planners

TWO MERIT DRIVE • RICHMOND HEIGHTS, OHIO 44143

{216} 731-6255

FAX No: {216} 731-4483

MEMORANDUM

To: Michael LoGrasso, Director of Law

From: Andrew Blackley

Date: April 7, 2022

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

RE: PROPOSED LEGISLATION – Authorization to prepare Plans and Bid the 2022 City Parks Parking Lot Resurfacing Project

1. On behalf of the Service Director we request legislation authorizing us to prepare plans and specifications and bid the subject project which will consist primarily of resurfacing by “mill and fill” with limited pavement base and curb repairs of the parking lots listed below.
2. The following parking lots are in the Base Bid:
 - Quarry Park North;
 - Quarry Park South;
 - Bexley Park;
 - Bexley Mini-Pitch
3. The project cost estimate for the Base Bid is **\$ 474,100.00**, including engineering and inspection.
4. The project will be funded from the Roads Fund. As we would like to bid this work as soon as possible to avoid any further escalation in material costs, we respectfully request that this legislation be passed at the earliest opportunity.
5. We anticipate bidding the project in June with a July, 2022 start, weather permitting. Project duration is estimated to be 90 days.

CITY OF SOUTH EUCLID, OHIO

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

April 11, 2022

A RESOLUTION

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

WHEREAS, on March 14, 2022 the Council of the City of South Euclid approved Ordinance 04-22 An ordinance to provide for the issuance of notes, in anticipation of the issuance of bonds, in the principal amount not to exceed \$2,100,000 to pay for all or a portion of the costs of resurfacing, constructing and otherwise improving various streets, parks and parking lots in the city, together with all necessary appurtenances, and declaring an emergency;

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

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

Section 2: That the Mayor and the Director of Finance are hereby authorized and directed to enter into such agreements as may be necessary, as provided by law and approved to form by the Director of Law.

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

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

Passed this _____ day of _____, 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



STEPHEN HOVANCSEK & ASSOCIATES, INC.

Consulting Engineers & Planners

TWO MERIT DRIVE • RICHMOND HEIGHTS, OHIO 44143

(216) 731-6255

FAX No: (216) 731-4483

MEMORANDUM

To: Michael LoGrasso, Director of Law

From: Andrew Blackley

Date: April 6, 2022

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

RE: PROPOSED LEGISLATION – Authorization to prepare Plans and Bid the 2022 Belvoir Boulevard Resurfacing Project

1. On behalf of the Service Director we request legislation authorizing us to prepare plans and specifications and bid the subject project which will consist primarily of street resurfacing by “mill and fill” with limited pavement base, curb, and drive apron repairs on Belvoir Boulevard from Mayfield Road to the Bluestone Road intersection.

2. The project cost estimate for the Base Bid is \$ **1,205,405.00**, including engineering and inspection. Please refer to the attached Cost Estimate.

The project will be funded from the Roads Fund with additional funds from the office of the Cuyahoga County Department of Public Works.

3. As we would like to bid this work as soon as possible to avoid any further escalation in material costs, we respectfully request that this legislation be passed at the earliest opportunity.

4. We anticipate bidding the project in June with a July, 2022 start, weather permitting. Project duration is estimated to be 120 days.

CITY OF SOUTH EUCLID, OHIO

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

April 11, 2022

A RESOLUTION

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

WHEREAS, on March 14, 2022 the Council of the City of South Euclid approved Ordinance 04-22 An ordinance to provide for the issuance of notes, in anticipation of the issuance of bonds, in the principal amount not to exceed \$2,100,000 to pay for all or a portion of the costs of resurfacing, constructing and otherwise improving various streets, parks and parking lots in the city, together with all necessary appurtenances, and declaring an emergency;

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

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

Section 2: That the Mayor and the Director of Finance are hereby authorized and directed to enter into such agreements as may be necessary, as provided by law and approved to form by the Director of Law.

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

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

Passed this _____ day of _____, 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

Memorandum

To: Members of Council

From: Keith Ari Benjamin, Director of Community Services

Date: April 8, 2022

RE: Resolutions 23-22 & 24-22: Fees for March 2022 Note Issuances

Resolutions 23-22 and 24-22 are companion pieces of legislation in reference to the sale of general obligation bond notes for 2021 & 2022 road projects. Ordinance 03-22 & Ord. 04-22, approved by City Council on March 14, 2022, authorized the sale of notes for the purposes of:

- Retiring last year's note issuance for road projects; and
- Issuing new notes to cover last year's note issuance, as well as 2022 road and park improvements.

The Notes were sold to investors at a 1.40% Yield. The coupon on the Notes is 2.00%, which generates an additional premium to the City. At closing on March 30th, the City received the proceeds in the amount of \$3,140,439.08 (comprised of \$3,138,000.00 of par plus \$2,439.08 of additional proceeds). The buyers of the notes were:

- City of Westlake - \$2,300,000
- City of Independence - \$938,000
- City of Highland Heights - \$500,000

Res. 23-22 Appropriates \$17,456.50 to the Road Improvement and Resurfacing Fund for issuance fees related to the sale of notes for 2022 road improvement projects.

Res. 24-22 Appropriates \$1,652,332.50 to retire the 2021 note and pay for associated fees for new issuance.

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

Thank you.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 23-22
INTRODUCED BY: Gray
REQUESTED BY: Mayor

April 11, 2022

A RESOLUTION

AUTHORIZING THE APPROPRIATION OF UNAPPROPRIATED FUNDS IN THE FOLLOWING FUND: "ROAD IMPROVEMENT AND RESURFACING FUND #425" IN THE AMOUNT OF \$17,456.50 FOR ISSUANCE FEES RELATED TO THE SALE GENERAL OBLIGATION BOND ANTICIPATION NOTES RELATED TO 2022 ROAD AND INFRASTRUCTURE IMPROVEMENT PROJECTS.

WHEREAS, City Council has approved Ordinance 04-22 providing for the issuance of General Obligation Bond Anticipation Notes; and

WHEREAS, the cost of issuance related to the sale of road improvement notes is \$17,456.50.

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

Section 1: That the Council of the City of South Euclid hereby authorizes the Finance Director to appropriate unappropriated funds in the "Road Improvement and Resurfacing #425" Fund in the amount of \$17,456.50 for issuance fees related to the sale of Road Improvement Notes.

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

Section 3: Wherefore, this Resolution shall take effect and be in force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 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

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 24-22
INTRODUCED BY: Gray
REQUESTED BY: Mayor

April 11, 2022

A RESOLUTION

AUTHORIZING THE APPROPRIATION OF UNAPPROPRIATED FUNDS IN THE FOLLOWING FUND: "ROAD IMPROVEMENT AND RESURFACING FUND #425" IN THE AMOUNT OF \$1,652,332.50 TO RETIRE THE 2021 NOTE ISSUANCE AND FEES RELATED TO 2021 ROAD AND INFRASTRUCTURE IMPROVEMENT PROJECTS.

WHEREAS, City Council has approved Ordinance 03-22 providing for the issuance of General Obligation Bond Anticipation Notes; and

WHEREAS, the cost to retire the 2021 Note Issuance is \$1,638,000; and

WHEREAS, the cost of interest related to the retirement of the 2021 road improvement notes is \$14,332.50.

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

Section 1: That the Council of the City of South Euclid hereby authorizes the Finance Director to appropriate unappropriated funds in the "Road Improvement and Resurfacing #425" Fund in the amount of \$1,652,332.50 to provide for the retirement of the 2021 Road Improvement Note Issuance.

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

Section 3: Wherefore, this Resolution shall take effect and be in force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 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

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 25-22
INTRODUCED BY: Gray
REQUESTED BY: Mayor

April 11, 2022

A RESOLUTION
A RESOLUTION CONDEMNING THE RUSSIAN FEDERATION'S
MILITARY INVASION OF UKRAINE AND EXPRESSING SUPPORT FOR UKRAINE.

WHEREAS, on or about February 24, 2022, the Russian Federation launched an unprovoked full-scale military invasion of its sovereign neighbor, Ukraine; and

WHEREAS, there have been reports of indiscriminate attacks on civilians and civilian facilities, including residences, schools, and hospitals, in violation of the laws of war and resulting in a humanitarian crisis in which many people are displaced and in need of refuge and assistance; and

WHEREAS, the Russian Federation's aggressive use of armed force and violence against the sovereignty, territorial integrity, and political independence of Ukraine and its escalating threats of nuclear war toward the United States and other NATO members are clear threats to international peace and security founded upon freedom, equality, justice, and respect for human rights as well as democracy and democratic values worldwide; and

WHEREAS, the European Union, the United States, and many other countries, companies, and organizations have imposed swift and severe economic and financial sanctions and taken other punitive actions against Russia in response to its government's invasion of Ukraine; and

WHEREAS, thousands of Russians have participated in anti-war demonstrations and protests across Russia opposing their government's military invasion of Ukraine at great personal risk and facing government suppression of free speech and civil liberties; and

WHEREAS, the Cleveland area is home to Ohio's largest Ukrainian community, with many residents having roots in Ukraine, and family and friends still living there; and

WHEREAS, since 2018 hundreds of Ukrainians have re-settled in Ohio, mostly in the Cleveland area, and Ohio and Northeast Ohio are preparing to welcome and support even more Ukrainian refugees; and

WHEREAS, the Council of the City of South Euclid, Ohio, supports the United States' continued commitment to a strong, independent, and democratic Ukraine and friendship between the people of the United States and Ukraine; and

WHEREAS, the Council of the South Euclid, Ohio, supports the efforts of the European Union, the United States, and the international community with the objective of ending the war.

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

Section 1: The Council and Mayor of the City of South Euclid, Ohio, condemn the Russia Federation's unprovoked military invasion of Ukraine and aggressive use of armed force and violence against the Ukrainian people.

Section 2: The Council and Mayor of the City of South Euclid, Ohio, support the Ukrainian people, their freedom, equality, and rights to life, liberty, and security, as well as the sovereignty, territorial integrity, and political independence of Ukraine and its democratic government.

Section 3: The Council and Mayor of the City of South Euclid, Ohio, support those Russian people demonstrating and protesting against their government's unjust war against Ukraine at the risk of personal harm, arrest and imprisonment.

Section 4: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 28, 1975, that resulted in such

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

Section 5: That this Resolution is deemed to be an emergency measure necessary for the immediate preservation of the peace, health, safety and welfare of the residents and for the further reason that advertising for bids as early as possible will likely obtain the best results for the City. This Resolution shall take effect upon passage and approval.

Passed this _____ day of _____, 2022.

Ruth I. Gray, President of Council

Approved:

Attest:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law