

THE CITY OF SOUTH EUCLID

SCHEDULE OF MEETING

July 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:

u34AB87UgPW (83422878 from phones and video systems)

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

1. Resolution 43-22 A Resolution of South Euclid City Council in support of abortion rights and other reproductive rights, in opposition to the U.S. Supreme Court's majority decision to overturn Roe V. Wade, urging federal and state elected officials to codify abortion rights and other reproductive rights. First Reading.
2. Resolution 44-22 Resolution supporting removal of "First Energy" from the publicly owned football stadium and to return the stadium name to "Cleveland Browns Stadium". First Reading.
3. Resolution 45-22 Authorizing the City of South Euclid to become a Power A Clean Future Ohio community and to adopt a goal to reduce greenhouse gas emissions in the city. First Reading.

9. LEGISLATION REQUESTED BY THE MAYOR & ADMINISTRATION

1. Resolution 46-22 Authorizing the Mayor to enter into contract with F. Buddie Contracting, LTD., for the construction of Victory Park and associated improvements at the South Euclid Community Center located at 1370 Victory Drive in the City of South Euclid, Ohio. First Reading.
2. Resolution 47-22 Authorizing the appropriation of unappropriated funds in the following fund: "General Fund-Service Department-Animal Control #101-6610-52362" in the amount of \$75,000 for services related to the 2021-2022 Deer Control Sterilization Program. First Reading.

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

11. COMMUNICATIONS OF CITY COUNCIL

12. ADJOURN

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 43-22
INTRODUCED BY: Gray
REQUESTED BY: Elston & Gray

July 11, 2022

A RESOLUTION

A RESOLUTION OF THE SOUTH EUCLID CITY COUNCIL IN SUPPORT OF ABORTION RIGHTS AND OTHER REPRODUCTIVE RIGHTS, IN OPPOSITION TO THE U.S. SUPREME COURT'S MAJORITY DECISION TO OVERTURN ROE V. WADE, URGING FEDERAL AND STATE ELECTED OFFICIALS TO CODIFY ABORTION RIGHTS AND OTHER REPRODUCTIVE RIGHTS.

WHEREAS, for more than 50 years the right of women to reproductive choice has been recognized and protected at the Federal level; and

WHEREAS, abortion is an essential reproductive health service, and its availability is an important part of ensuring every American's right to safe and accessible health care; and

WHEREAS, throughout history, laws banning abortion do not stop them from happening as it is not possible to ban abortion, but only to ban safe and legal abortions, as evidenced by the many people harmed or killed by illicit procedures in the years before Roe v. Wade; and

WHEREAS, limiting access to safe abortion has been shown to increase incidents of domestic abuse, and laws criminalizing abortion can have profoundly negative impacts on women who suffer miscarriages; and

WHEREAS, the negative impacts of limiting access to safe abortion disproportionately affect low-income women, women of color, transgender and non-binary Americans, and survivors of child abuse, sexual assault or domestic violence; and

WHEREAS, women's reproductive rights are human rights and the majority of the American people support the right of women to make these personal decisions without the intervention of their government; and

WHEREAS, the City of South Euclid honors the rights of pregnant people to bodily autonomy and control over their private medical decisions; and

WHEREAS, people have a basic human right to medical treatment, up to and including abortion; and

WHEREAS, reproductive freedom including the right to make one of life's most important decisions whether or when to have children is foundational to a person's autonomy, dignity, and ability to participate fully in economic, social, and civic life; and

WHEREAS, laws restricting access to abortion disproportionately impact poor, rural, working-class women and women of color who may not have the resources to cover the doctor fees, travel costs, childcare costs, and lost wages when seeking quality reproductive healthcare, because wealthy women have resources to obtain needed abortion care services; and

WHEREAS, overturning Roe v. Wade disregards the human right to bodily autonomy, which could also set a legal precedent used to overturn healthcare and other legal rights for LGBTQ people, while transgender care is already under assault; and

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

Section 1: The South Euclid City Council is entirely opposed to the U.S. Supreme Court's decision in overturning Roe v. Wade, and the removal of federal protection for accessing reproductive care and services for all people.

Section 2: The South Euclid City Council urges federal elected officials to pass legislation codifying the full right to abortion and other reproductive healthcare nationwide. To use their full power, not only to vote for such legislation but also to fight to end the filibuster and use their resources to restore the Roe V. Wade through federal legislation.

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

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 44-22
INTRODUCED BY: Gray
REQUESTED BY: Fahsbender

July 11, 2022

A RESOLUTION

RESOLUTION SUPPORTING REMOVAL OF "FIRSTENERGY" FROM THE PUBLICLY OWNED FOOTBALL STADIUM AND TO RETURN THE STADIUM NAME TO "CLEVELAND BROWNS STADIUM".

WHEREAS, beginning in 1990, Cuyahoga County voters approved the assessment of a "Sin Tax" on all alcohol and cigarette sales throughout the County for the purpose of raising funds to support the construction of professional sports facilities ultimately located in Cleveland, Ohio (the "Sports Facilities"); and

WHEREAS, the Sin Tax assesses a fee to all persons purchasing alcohol or cigarettes throughout Cuyahoga County and the funds are earmarked for construction and maintenance of the Sports Facilities; and

WHEREAS, Cuyahoga County voters agreed to extend the Sin Tax on two additional occasions (in 1995 and 2014) and Cuyahoga County will now continue assess a charge to persons purchasing these items through the year 2035; and

WHEREAS, these same Sin Tax funds were specifically used to assist the construction and maintenance of the football stadium originally named and commonly referred to as "Cleveland Browns Stadium" which opened in 1999; and

WHEREAS, revenue generated from the sale of stadium naming rights was originally intended to assist in paying down the public debt on the sports facilities, but this has not been the case; and

WHEREAS, the Cleveland Browns organization sold the naming rights to the football stadium to FirstEnergy Corporation in 2013 for a reported \$107 million; and

WHEREAS, FirstEnergy Corporation is a public utility regulated under the laws of the state of Ohio and possesses a near monopoly on the sale of electricity to consumers throughout Northeast Ohio; and

WHEREAS, since FirstEnergy Corporation acquired the rights to change the name of the stadium to "FirstEnergy Stadium" it has repeatedly sought funding for its company operations from Ohio ratepayers and have been granted state subsidies and guaranteed profits; and

WHEREAS, in 2020, the U.S. Attorney for the Southern District Ohio charged several individuals with felonies related to the passage of "House Bill 6," a bailout bill for FirstEnergy, which provided additional subsidies to FirstEnergy after investigators discovered that FirstEnergy spent millions of dollars influencing state legislators to pass this legislation; and

WHEREAS, in July 2021, FirstEnergy signed a "deferred prosecution agreement" with the Federal Government in which FirstEnergy admitted its role in a wide-ranging criminal conspiracy and bribery of public officials, all in an effort to illicitly secure the state subsidies provided by House Bill 6; and

WHEREAS, many hardworking employees of FirstEnergy Corporation live and work in South Euclid and throughout Northeast Ohio, who are good neighbors and citizens, and had nothing to do with the crimes committed by their corporate leadership;

WHEREAS, despite calls from State Legislators to remove its name from Cleveland Browns Stadium, FirstEnergy has failed to take steps to fully acknowledge its criminal behavior and continued to market itself using our taxpayer funded stadium, which unintentionally signifies community support for a criminal enterprise; and

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

Section 1: City Council hereby calls upon the Cleveland Browns organization to take steps to fully remove FirstEnergy Corporation's name and logo from the publicly financed and owned stadium.

Section 2: City Council hereby calls upon FirstEnergy Corporation to voluntarily relinquish their naming rights to the publicly owned stadium and forego expending its resources on future naming rights to sports facilities in Cuyahoga County.

Section 3: That City Council will withhold all support for the future extension of the Sin Tax until FirstEnergy's name is removed from the stadium.

Section 4: That City Council supports the efforts of other communities in Cuyahoga County working to promote similar efforts.

Section 5: 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 6: 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

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 45-22
INTRODUCED BY: Gray
REQUESTED BY: Fahsbender

July 11, 2022

A RESOLUTION

AUTHORIZING THE CITY OF SOUTH EUCLID TO BECOME A POWER A CLEAN FUTURE OHIO COMMUNITY AND TO ADOPT A GOAL TO REDUCE GREENHOUSE GAS EMISSIONS IN THE CITY.

WHEREAS, Power a Clean Future Ohio is an expansive, diverse coalition engaging with cities and local governments across the state of Ohio to build a clean future for our communities, and empowers local leaders with tools and resources to create carbon reduction plans and implement them in ways that are achievable, measurable, equitable, and economical; and

WHEREAS, steps taken toward carbon emissions also aim to improve community quality of life, building community capital and increasing government efficiency, accountability and transparency; and

WHEREAS, local governments have the unique opportunity to achieve both energy use and carbon emission reductions and cost savings through building and facilities management; land use and transportation planning; and through economic and community development; and

WHEREAS, efforts to address energy and climate issues provide an opportunity to move toward energy self-reliance and greater community resiliency and quality of life; provide environmentally healthy and cheaper-to-operate public buildings; encourage new economic development and local jobs; and support local renewable energy production; and

WHEREAS, the City of South Euclid has recently completed a comprehensive facilities renovation project greatly improving the energy efficiency of all city buildings, passed legislation implementing renewable energy requirements, and passed legislation making energy from renewable sources the default option for our community; and

WHEREAS, uncertainty in energy prices and the transition away from fossil fuel energy sources present new challenges and opportunities to both the City of South Euclid and to the economic health of its citizens and businesses; and

WHEREAS, climate changes have been observed in Ohio and have the potential to negatively impact local, regional and state economies; infrastructure development; habitat; ecological communities, including native fish and wildlife populations; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; and pose flooding, drought and health threats to our citizens; and

WHEREAS, Power a Clean Future Ohio assists in facilitating technical assistance for the implementation of these carbon reduction policies; and

WHEREAS, Power a Clean Future Ohio provides cost-effective sustainable development policies in the following four categories: (1) Renewable Energy; (2) Energy Efficiency; (3) Transportation Electrification; and (4) Land Use

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

Section 1: That the City of South Euclid is hereby authorized to participate in Power a Clean Future Ohio that offers a free, voluntary continuous improvement framework. Passage of this participation resolution allows the City to be recognized as a Power a Clean Future Community.

Section 2: That the City of South Euclid hereby commits to a goal of reducing greenhouse gas emissions in the City by 50% of 2010 levels by 2030.

Section 3: That the City of South Euclid will continue work on developing a plan that lays out a roadmap to achieve this goal and to proactively seek input from the community in developing this plan.

Section 4: That the City of South Euclid will prioritize the lowest cost measures identified in the plan to meet energy needs to be mindful of the use of taxpayer dollars and any impact of consumers' personal expenses.

Section 5: That the City of South Euclid's Planning & Development and Community Development departments for implementation, working closely with City Council's Public Utilities Committee.

Section 6: That the City will facilitate the involvement of community members in an equitable way and other units of government as appropriate in the planning, promoting and/or implementing of PCFO policies.

Section 7: That the City will provide feedback once a year on how well PCFO is serving the city and on city needs from the program.

Section 8: That the City will claim credit for having implemented and will work at its own pace toward implementing any policies from two of the PCFO policy categories that will result in carbon emission reductions, cost savings, and quality of life improvement.

Section 9: 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 10: 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



COME TOGETHER & THRIVE

Memorandum

To: Members of Council

From: Keith Ari Benjamin, Director of Community Services

Date: July 8, 2022

RE: Res. 46-22 Agreement for Construction of Victory Park

Resolution 46-22 authorizes the Mayor to enter into an agreement with F. Buddie Contracting, Ltd., for the construction of Victory Park on the site of the former swimming pool, along with planned outdoor lighting and electrical improvements around the Community Center. As discussed at the June 27th Committee of the Whole Meeting, the bid came in at \$1,057,621 with additional costs for amenities to be purchased by the City at State Bid pricing estimated at \$300,000.

Project Legislative History

In 2021 City Council authorized the issuance of an RFP to hire a qualified parks and recreation, civil engineering and architecture landscape design firm to provide detailed design, specifications, bidding and potential construction management for the design and construction of the Victory Park Recreation Area. The city engaged the services of Brandstetter-Carroll for these services and updates were provided at the September 27, 2021 Recreation Committee and March 8, 2022 Budget Hearings.

In April 2022, City Council, via Resolution 31-22, authorized the City to prepare specifications and bid the project and a Recreation Committee was held to discuss details of the project. Bids were advertised beginning June 2, 2022, with the bid opening held on June 21, 2022. At the bid opening, one bid was received from the F. Buddie Contracting, Ltd.

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

Thank you.

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

Web: www.cityofsoutheuclid.com • Facebook: www.facebook.com/southeuclid

• Twitter: www.twitter.com/southeuclidLIVE

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 46-22
INTRODUCED BY: Gray
REQUESTED BY: Mayor

July 11, 2022

A RESOLUTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH "F. BUDDIE CONTRACTING, LTD.", FOR THE CONSTRUCTION OF VICTORY PARK AND ASSOCIATED IMPROVEMENTS AT THE SOUTH EUCLID COMMUNITY CENTER LOCATED AT 1370 VICTORY DRIVE IN THE CITY OF SOUTH EUCLID, OHIO.

WHEREAS, on April 25, 2022, City Council approved Resolution 31-22 authorizing the Director of Community Development to prepare the necessary plans, specifications, and advertise for bids for the Victory Park and Community Center Improvement Project in the City of South Euclid, Ohio; and

WHEREAS, notices to bidders were advertised beginning June 2, 2022, and bids accepted until June 21, 2022; and

WHEREAS, at the bid opening held June 21, 2022, one project bid was received from the F. Buddie Contracting, Ltd.; and

WHEREAS, City Council desires to enter into an agreement with F. Buddie Contracting, Ltd. for the construction of Victory Park, along with associated improvements as discussed at the June 13, 2022 Committee of the Whole Meeting and prior committee meetings of City Council.

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

Section 1: City Council hereby authorizes the Mayor to enter into an agreement with the F. Buddie Contracting, Ltd., for the construction of Victory Park and associated improvements at the South Euclid Community Center located at 1370 Victory Drive in South Euclid, Ohio.

Section 2: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 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
BID FORM**

Project Name: **VICTORY PARK**

BID INFORMATION

- A. Bidder: F. Buddie Contracting, Ltd.
- B. Project Name: **Victory Park.**
- C. Project Location: **Victory Park: 1370 Victory Drive, South Euclid, Ohio 44121.**
- D. Owner: **City of South Euclid, 1349 S. Green Road, South Euclid, Ohio 44121.**
- E. Engineer: **Darrell Douglas, Brandstetter Carroll, Inc., 1220 W. Sixth St., Suite 300, Cleveland, Ohio 44113.**
- F. Architect Project Number: **21080.**

CERTIFICATIONS AND BASE BID

- G. Base Bid, Single-Prime (All Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Brandstetter Carroll, Inc. and Engineer's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

TOTAL:

_____ Dollars (\$ 1,057,621)
This amount shall include a Contingency of \$50,000.00.

SCHEDULE OF ALTERNATES

H. Alternate #1: PRE-FABRICATED CONCRETE RESTROOM

- 1. ADD X DEDUCT _____ NO CHANGE _____ NOT APPLICABLE _____.
- 2. _____ Dollars (\$ 24,500).
- 3. ADD 0 DEDUCT 0 calendar days to adjust the Contract Time for this alternate.

I. Alternate #2: RAISED GARDEN PLANTERS

- 1. ADD X DEDUCT _____ NO CHANGE _____ NOT APPLICABLE _____.
- 2. _____ Dollars (\$ 47,250).
- 3. ADD 0 DEDUCT 0 calendar days to adjust the Contract Time for this alternate.

BF-4

F. Buddie Contracting, Ltd.
12120 Sobieski Avenue
Cleveland, OH 44135

Michael Buddie

**CITY OF SOUTH EUCLID
 BID FORM**

Project Name: VICTORY PARK

Sub-contractors

The Bidder shall list the sub-contractors that the Bidder proposes to use for this project on the spaces provided, below:

Sub-Contractor	Work or Material to be Provided
Great Northern Fence	Fencing
Cunningham Paving	Asphalt
Industrial Surface Sealer	Color Coating
D.E. Williams or V.I.P. Electric	Electrical

Unit Prices

The following are Unit Prices in place for specific portions of the Work as listed and are applicable to authorized variations from the Contract Documents and may be used to increase or decrease the contract sum.

ITEM DESCRIPTION	UNIT QUANTITY	UNIT PRICE
Concrete walk	S.Y.	\$78.00
Asphalt walk	S.Y.	\$49.00
Sports Court Surface	S.Y.	\$35.00
Stone Aggregate #11's	S.Y.	\$24.00
Artificial turf	S.Y.	\$140.00
6' Chain link Fence	L.F.	\$65.00
6' Wooden Fence	L.F.	\$38.00

**CITY OF SOUTH EUCLID
BID FORM**

Project Name: **VICTORY PARK**

The time for completion of the Project is **180** consecutive days.

Having read and examined the Contract Documents, including without limitation the Drawings and Specifications, prepared by the Engineer for the above-referenced Project, and the following Addenda:

Addendum No.	Date of Receipt
1	6/14/22
2	6/16/22

Signatures 

If the Bidder is a corporation, limited liability company, partnership or sole proprietorship, an officer, member, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and sign the Bid Form. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the Bid Form on behalf of such member. All signatures must be original.

[Balance of page intentionally left blank]

F. Buddie Contracting, Ltd.
12120 Sobieski Avenue
Cleveland, OH 44135

BIDDER'S CERTIFICATION

The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. The Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
2. The Bidder represents that the bid contains the name of every Person interested therein and is based upon the Standards specified by the Contract Documents.
3. The Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
4. The Bidder agrees that any interference, disruption, hindrance or delay is within the contemplation of the Bidder and the City and that the Contractor's sole remedy from the City for any such interference, disruption, hindrance or delay shall be an extension of time in accordance with the Contract Documents. This provision is intended to be, and shall be construed as, consistent with, and not in conflict with, Section 4113.62, ORC, to the fullest extent permitted.
5. The Bidder and each Person signing on behalf of the Bidder certifies, and in the case of a bid by joint venture, each member thereof certifies as to such member's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, or for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other Person to submit or not to submit a bid for the purpose of restricting competition; and (d) the statements made in the Bidder's Affidavit are true and correct, to the best of the Bidder's knowledge and information.
6. The Bidder understands that the Contract is subject to all the provisions, duties, obligations, remedies and penalties of Chapter 4115, ORC, "Wages and Hours on Public Works," and that the Bidder shall pay any wage increase in the locality during the term of the Contract.
7. The Bidder will execute the Contract Form with the City, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the City as provided in Article IB 6.
8. The Bidder certifies that upon the award of a Contract, the Contractor will make a good faith effort to ensure that all of the Contractor's employees, while working on the Project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
9. The Bidder agrees to furnish any information requested by the Engineer or the Authorized Representative to evaluate the responsibility of the Bidder.
10. The Bidder agrees to furnish the submittals required by paragraph IB-7.3 for execution of the Contract Form within 10 days of the date of the Notice of Intent to Award.

**CITY OF SOUTH EUCLID
SUBSTITUTION SHEET**

Refer to PROPOSED EQUALS AND SUBSTITUTIONS, paragraph IB-2.5 regarding the use of items other than Standards. All bids must be based on the Standards or Approved Equals specified in the Contract Documents.

Bidder is to list here any Substitutions for which consideration is desired, showing the addition or reduction in price to be made for each, if the Substitution is accepted by the City, or indicating "No Change in Price," if none is proposed.

STANDARD OR APPROVED EQUAL	PROPOSED SUBSTITUTION	ADD	DEDUCT
	Artificial Turf: Use "Playtime" by GrassTex in lieu of specified turf		\$10,000

It is understood and agreed that the bid submitted is based on furnishing the Standards or Approved Equals as specified in the Contract Documents and that the City is entitled to require that such Standards or Approved Equals be incorporated into the Work, except as Substitutions for the same, based on the supplementary quotations entered above, are accepted and subsequently made a part of the Contract in writing. It is further understood that the City will not use the Substitutions to determine the lowest responsive and responsible Bidder for the Contract. **For a Bid to be considered responsive the Bid Form must be completed in full in accordance with Article 2.6 of the General Conditions.**

F. Buddie Contracting, Ltd.
12120 Sobieski Avenue
Cleveland, OH 44135



Phone: (216) 671-3770
Fax: (216) 671-9524
Email: frbuddie@sbcglobal.net

GENERAL CONTRACTORS
Visit our website @ www.fbuddlecontracting.com

PROJECT NAME: VICTORY PARK
CONTRACT No.: _____

Personal Property Tax Certification
Required by Ohio Revised Code
Section 5719.042

FINANCE DIRECTOR
City of South Euclid

F. Buddie Contracting, Ltd.
Bidder's Name

STATE OF Ohio

COUNTY OF Cuyahoga SS:

The undersigned hereby certifies that the Bidder to whom contract award is being considered was not charged with any delinquent personal property tax on the general tax list of personal property for any county in the State of Ohio at the time the bid was submitted for the above-referenced contract.

Name: [Signature]
(Signature)
Name: Michael Buddie
(PRINTED)
Title: Owner

State of OH

County of Cuyahoga SS:

SWORN TO before me and subscribed in my presence this 21st day of June, 20 22



KAREN L. MARKS, Notary Public
In and for the State of Ohio
My Commission Expires January 25, 2022

[Signature]
Notary Public Karen Marks

Note: This affidavit is to be reproduced on the Bidder's letterhead and signed by the appropriate signatory before a notary public.

**CITY OF SOUTH EUCLID
BIDDER'S AFFIDAVIT**

**PROJECT NAME:
VICTORY PARK**

**ETHICS CERTIFICATION PURSUANT TO OHIO
REVISED CODE SECTIONS 102.03, 102.04 AND
2921.42**

CITY OF SOUTH EUCLID

F. Buddie Contracting, Ltd.

BIDDER'S NAME

STATE OF Ohio

COUNTY OF Cuyahoga SS:

The undersigned hereby certifies as follows:

1. No official or employee of the City of South Euclid is officer, director, trustee, shareholder, partner, member or owner of the Bidder (each, a "Related Person"), or is a business associate or a member of the family of the Bidder or a Related Person.

2. An official or an employee of the City of South Euclid is an officer, director, trustee, shareholder, partner, member or owner (each, a "Related Person") of the Bidder, or is a business associate or a member of the family of the Bidder or Related Person, but

- a. the subject of the Contract is necessary supplies or services for the City of South Euclid;
- b. the supplies or services are unobtainable elsewhere for the same or lower cost, or are being furnished to the City of South Euclid as part of a continuing course of dealing established prior to the Related Person becoming a City official or employee;
- c. the treatment accorded the City of South Euclid is either preferential to or the same as that accorded other customers of the Bidder in similar transactions;
- d. the entire transaction resulting in the Contract has been conducted at arms-length, with full knowledge by the City of the interest of the Related Persons as described in Exhibit A attached hereto; and
- e. the Related Person has taken no part in the deliberations or decision of the City with respect to the Contract.

NAME: Michael T. Buddie
(SIGNATURE)

NAME: Michael Buddie
(PRINTED)

TITLE: Owner

STATE OF Ohio

COUNTY OF Cuyahoga SS:

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS 21st DAY
OF June, 20 22.

Karen L. Marks
NOTARY PUBLIC Karen Marks



KAREN L. MARKS, Notary Public
In and for the State of Ohio
My Commission Expires January 25, 2025

NOTE: THIS AFFIDAVIT IS TO BE SIGNED BY THE APPROPRIATE SIGNATORY BEFORE A NOTARY PUBLIC. CROSS OUT EITHER PARAGRAPH 1 OR 2, WHICHEVER IS NOT APPLICABLE. IF PARAGRAPH 2 IS NOT CROSSED OUT, EXHIBIT A MUST BE COMPLETED AND ATTACHED TO NAME AND DESCRIBE THE INTERESTS OF ALL RELATED PERSONS.

CITY OF SOUTH EUCLID
BID GUARANTY AND CONTRACT BOND

(Section 153.571, Ohio Revised Code)

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned

F. Buddie Contracting Ltd, 12120 Sobieski Ave, Cleveland, Ohio 44135

(Name and Address)

as Principal, and The Cincinnati Insurance Company

(Name of Surety)

as Surety, are hereby held and firmly bound unto the City of South Euclid, as Obligee, in the penal sum of the dollar amount of the bid submitted by the Principal to the Obligee on June 21, 2022, to undertake the Project known as:

PROJECT NAME: Victory Park

CONTRACT: General Contract

The penal sum referred to herein shall be the dollar amount of the Principal's bid to the Obligee, incorporating any additive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ dollars (\$ _____). (If the above lines are left blank, the penal sum will be the full amount of the Principal's bid, including additive alternates. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including additive alternates, in dollars and cents. A PERCENTAGE IS NOT ACCEPTABLE.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas the above-named Principal has submitted a bid for the above-referenced Project;

NOW, THEREFORE, if the Obligee accepts the bid of the Principal and the Principal fails to enter into a proper Contract in accordance with the Contract Documents, including without limitation the bid, Plans, Specifications, details and bills of material; and in the event the Principal pays to the Obligee the difference, not to exceed 10% of the penal sum hereof, between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the Bidder determined by the Obligee to be the next lowest responsive and responsible Bidder to perform the Work covered by the bid; or in the event the Obligee does not award the Contract to such next lowest responsive and responsible Bidder and resubmits the Contract for bidding, the Principal pays to the Obligee the difference not to exceed 10% of the penal sum hereof, between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new Contract Documents, required advertising, and printing and mailing notices to prospective Bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within 10 days after the awarding of the Contract enters into a proper Contract and executes the Contract Form in accordance with the Contract Documents, including without limitation the bid, Plans, Specifications, details and bills of material, which said Contract is made a part of this Bond the same as though set forth herein;

NOW ALSO, IF THE SAID Principal shall well and faithfully perform each and every condition of such Contract; and indemnify the Obligee against all damage suffered by failure to perform such Contract according to the provisions thereof and in accordance with the Contract Documents, including without limitation the Plans, Specifications, details and bills of material therefore; and shall pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any Subcontractor, Material Supplier or laborer having a just claim, as well as for the Obligee herein; then this

obligation shall be void, otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal sum of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions, or additions in or to the terms of the said Contract, the Work thereunder or the Contract Documents, including without limitation the Plans and Specifications therefore shall in anyway affect the obligations of said Surety on this Bond, and the Surety does hereby waive notice of any such modifications, omissions or additions in or to the terms of the Contract, the Work or the Contract Documents, including without limitation the Plans and Specifications.

SIGNED This 21 day of June, 2021.

PRINCIPAL: F. Buddie Contracting Ltd

BY: Michael T Buddie

TITLE: OWNER

SURETY: The Cincinnati Insurance Company

BY: Sandra J. Wiegand
Attorney-in-Fact Sandra J. Wiegand

SURETY ADDRESS:

6200 S. Gilmore Rd
Street
Fairfield, Ohio 45014
City State Zip
(513) 870-2000
Telephone Number

SURETY AGENT'S ADDRESS:

The Perkins Insurance Agency
Agency Name
13700 State Rd #8
Street
N. Royalton, Ohio 44133
City State Zip
(440) 237-8200
Telephone Number

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Kevin Perkins; Jay Martin; Michelle Martin and/or Sandra Wiegand

of North Royalton, Ohio

and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Ten Million and No/100 Dollars (\$10,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 1st day of October, 2015.



THE CINCINNATI INSURANCE COMPANY

Signature of Stephanie A. Justice

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 1st day of October, 2015, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Signature of Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 21st day of June, 2022



Signature of Scott R. Cohen

Secretary

Office of Risk Assessment
50 West Town Street
Third Floor - Suite 300
Columbus, Ohio 43215
(614)644-2658
Fax(614)644-3256
www.insurance.ohio.gov

Ohio Department of Insurance

Mike DeWine - Governor

Judith French - Director

Certificate of Compliance



Issued 06/14/2021

Effective 07/01/2021

Expires 06/30/2022

I, Judith French, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

CINCINNATI INSURANCE COMPANY, THE

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health

Aircraft

Allied Lines

Boiler & Machinery

Burglary & Theft

Commercial Auto - Liability

Commercial Auto - No Fault

Commercial Auto - Physical Damage

Credit

Earthquake

Fidelity

Financial Guaranty

Fire

Glass

Inland Marine

Medical Malpractice

Multiple Peril - Commercial

Multiple Peril - Farmowners

Multiple Peril - Homeowners

Ocean Marine

Other Liability

Private Passenger Auto - Liability

Private Passenger Auto - No Fault

Private Passenger Auto - Physical Damage

Surety

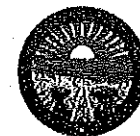
Workers Compensation

CINCINNATI INSURANCE COMPANY, THE certified in its annual statement to this Department as of December 31, 2020 that it has admitted assets in the amount of \$15,296,595,042, liabilities in the amount of \$9,458,741,872, and surplus of at least \$5,837,853,169.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Judith L. French

Judith French, Director





The Cincinnati Insurance Company ▪ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ▪ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

THE CINCINNATI INSURANCE COMPANY
FINANCIAL STATEMENT
DECEMBER 31, 2021

ASSETS

Cash	
Bonds	\$ 736,082,418
Stocks	6,844,962,546
Agents Balance Receivable	7,451,244,309
All Other Admitted Assets	1,938,634,121
TOTAL ADMITTED ASSETS	<u>723,599,817</u>
	<u>\$17,694,513,211</u>

LIABILITIES

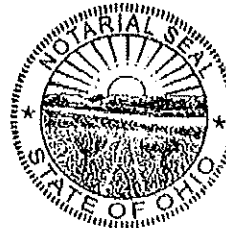
Reserve for Losses and Loss Expense		\$ 6,143,649,648
Reserve for Unearned Premiums		2,930,583,862
All Other Liabilities		1,373,526,731
Capital	\$ 3,586,355	
Surplus	7,243,166,615	
TOTAL LIABILITIES & EQUITY		<u>7,246,752,970</u>
		<u>\$17,694,513,211</u>

State of Ohio
County of Butler

Theresa A. Hoffer, Treasurer of The Cincinnati Insurance Company, being duly sworn for herself, deposes and says that she is the above described officer of the said company and that the above Financial Statement as of December 31, 2021 is true and correct to the best of her knowledge and belief.

Theresa A. Hoffer
Senior Vice President, Treasurer

Subscribed and sworn before me this 18th day of February 2022.



JOHN K. COPELLA
Notary Public, State of Ohio
My Commission Expires 03-18-2023



COME TOGETHER & THRIVE

Memorandum

To: Members of Council

From: Keith Ari Benjamin, Director of Community Services

Date: July 8, 2022

RE: Res. 47-22 Appropriating Funds for Deer Sterilization Management Program.

Resolution 47-22 appropriates a \$75,000 grant received from Cuyahoga County for the 2021-2022 Deer Sterilization Management Program. In order to pay White Buffalo, the contracted service agency for the program, the County funds must first be appropriated.

Please don't hesitate to call Police Chief Mays if you have any questions or need additional information prior to the meeting.

Thank you.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 47-22
INTRODUCED BY: Gray
REQUESTED BY: Mayor

July 11, 2022

A RESOLUTION

AUTHORIZING THE APPROPRIATION OF UNAPPROPRIATED FUNDS IN THE AMOUNT OF \$75,000 IN THE FOLLOWING FUND: "GENERAL FUND-SERVICE DEPARTMENT-ANIMAL CONTROL #101-6610-52362" FOR SERVICES RELATED TO THE 2021-2022 DEER CONTROL STERILIZATION PROGRAM.

WHEREAS, the City committed to participating in a pilot sterilization program managed by White Buffalo Incorporated as a component of the City's 2021-2022 Wildlife Management Program at a cost of \$75,000; and

WHEREAS, funding for the project is to be paid through a grant partnership with Cuyahoga County; and

WHEREAS, funds in the amount of \$75,000 from Cuyahoga County have been received by the City and must now be appropriated.

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 "General Fund-Service Department – Animal Control Fund #101-6610-52362" in an amount not to exceed of \$75,000 for the 2021-2022 Deer Control Sterilization Program.

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