

THE CITY OF SOUTH EUCLID
SCHEDULE OF MEETING

September 12, 2022
South Euclid Community Center
8:00 PM

The Meeting will also be live-streamed for Public Access.
Visit www.cityofsoutheuclid.com to join meeting.

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. Ordinance 17-22 Reinstating Ord. 01-21 Creating New Chapter 1415
"Approving the Right of City Renters to Pay-to-Stay" of
Part Fourteen "Housing Code" of the Codified Ordinances
of the City of South Euclid, Ohio. First Reading.

9. LEGISLATION FROM THE PLANNING COMMISSION

1. Resolution 51-22 Granting a Conditional Use Permit to "Tons of Fun Daycare"
to operate a daycare facility at 1534 South Green Road on
the campus of Garfield Memorial Church in the City of
South Euclid, Ohio. First Reading.

10. LEGISLATION REQUESTED BY THE MAYOR & ADMINISTRATION

1. Resolution 52-22 Resolution accepting the amounts and rates as
determined by the Budget Commission and authorizing
the necessary tax levies and certifying them to the County
Fiscal Officer. First Reading.
2. Resolution 53-22 Authorizing the Mayor to enter into an agreement with
Sommers Development Group, LLC., for the purchase of
real property in the City of South Euclid, Ohio. First
Reading.

3. Resolution 54-22 Authorizing the Mayor to enter into an agreement with the United States Department of Agriculture to provide wildlife services, and declaring an emergency. First Reading.
4. Resolution 55-22 Authorizing the Mayor to convey certain real property of the City of South Euclid, Ohio to One South Euclid. First Reading.

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

12. COMMUNICATIONS OF CITY COUNCIL

13. ADJOURN

THE CITY OF SOUTH EUCLID, OHIO

ORDINANCE NO.: 17-22
INTRODUCED BY: Gray
REQUESTED BY: Gray

September 12, 2022

AN ORDINANCE

REINSTATING ORD. 01-21 CREATING NEW CHAPTER 1415 “APPROVING THE RIGHT OF CITY RENTERS TO PAY-TO-STAY” OF PART FOURTEEN “HOUSING CODE” OF THE CODIFIED ORDINANCES OF THE CITY OF SOUTH EUCLID, OHIO.

WHEREAS, international, national, state, and local governments and health authorities are responding to an outbreak of a disease caused by the novel coronavirus referred to as COVID-19; and

WHEREAS, the State of Ohio, the County of Cuyahoga, and the City of South Euclid are experiencing a public health crisis from the COVID-19 pandemic that will have lasting impacts on residents and the economy; and

WHEREAS, on March 9, 2020, the Governor of the State of Ohio declared a State of Emergency to exist in Ohio as result of the threat of COVID-19 and at the date this Ordinance was approved by second reading the State of Emergency continues to exist; and

WHEREAS, the Centers for Disease Control and Prevention, the Ohio Department of Health, and the Cuyahoga County Department of Public Health have all issued recommendations including, but not limited to social distancing, staying home if sick, canceling or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus; and

WHEREAS, as a result of the public health emergency and the precautions recommended by health authorities, many residents and businesses in the City of South Euclid have experienced or expect soon to experience sudden and unexpected income loss; and

WHEREAS, the Governor of the State of Ohio has stated that individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources, including shelters and food banks; and

WHEREAS, further economic impacts are anticipated, leaving residential tenants vulnerable to eviction; and

WHEREAS, during this local emergency and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement to protect the Village’s affordable housing stock and to prevent housed individuals from falling into homelessness; and

WHEREAS, housing displacement and homelessness place the City’s residents at a higher risk of COVID-19 infections; and

WHEREAS, unemployment compensation, rental assistance and other dollars are being made available to Ohioans so they can meet their basic needs but these dollars have been slow to make their way into people’s bank accounts;

WHEREAS, South Euclid City Council previously approved Pay-to-Stay legislation during the pandemic, which expired June 1, 2022; and

WHEREAS, City Council desires to make the inclusion of Chapter 1415 a permanent part of South Euclid’s Housing Code.

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

Section 1. That Chapter 1415 "Approving the Right of City Renters to Pay-to-Stay" of Part Fourteen "Housing Code" of the Codified Ordinances of the City of South Euclid, Ohio is hereby reinstated to read as follows:

1415.01 Definition

For the purposes of this Chapter, "Tenant" means a person entitled under a rental agreement to the use and occupancy of residential premises to the exclusion of others.

For the purposes of this Chapter, "Tender" means an offer of payment.

1415.02 Tenant's right to pay to stay prior to the filing of an eviction action for non-payment of rent (Complaint for Forcible Entry and Detainer):

(a) At any time prior to the filing of an action under Ohio Revised Code 1923 for nonpayment of rent by a landlord, a tenant shall have the right to pay the landlord all past due rent with reasonable late fees to avoid the filing of such action for the restitution of the lands or tenements.

If the tenant tenders all accrued rent and reasonable late fees to the landlord, the landlord shall accept the tendered payment and allow the tenant to maintain the tenancy.

(b) If the tenant tenders all past due rent with reasonable late fees to the landlord prior to the filing of an action under Ohio Revised Code 1923 and the landlord refuses the tender, the tenant's tender of all past due rent with reasonable late fees shall be an affirmative defense to any action filed by the landlord against the tenant for nonpayment of rent.

1415.03 Tenant's right to pay to stay prior to an eviction judgment for non-payment of rent (Entry of Restitution):

(a) After the filing of an action under Ohio Revised Code 1923 for nonpayment of rent but prior to a judgment, the tenant shall have the right to pay the landlord all past due rent, reasonable late fees and court costs so that the tenant may maintain the tenancy. If the tenant tenders all past due rent amounts, including late fees and court costs, the landlord must accept the payment. Upon receipt of the payment, the landlord shall dismiss the action against the tenant.

(b) If the tenant tenders all past due rent with reasonable late fees and court costs to the landlord prior to a judgment and the landlord refuses the tender, the tenant's tender of all past due rent, reasonable late fees and court costs shall be an affirmative defense to the eviction action filed by the landlord against the tenant for nonpayment of rent.

1415.04 Tenant's right to pay to stay prior to the execution of the eviction judgment for non-payment of rent (Writ of Restitution):

(a) After the filing of an action under Ohio Revised Code 1923 for nonpayment of rent but prior to the execution of the eviction judgment through a writ of restitution, the tenant shall have the right to pay the landlord all past due rent, reasonable late fees and court costs, including the cost of obtaining the writ, so that the tenant may maintain the tenancy. If the tenant tenders all past due rent amounts, including reasonable late fees and court costs, the landlord must accept the payment. Upon receipt of the payment, the landlord shall notify the court who shall vacate the eviction judgment and dismiss the eviction action against the tenant.

(b) If the tenant tenders all past due rent with reasonable late fees and court costs to the landlord prior to the execution of the eviction judgment through a writ of restitution and the landlord refuses the tender, the bailiff shall not enforce the eviction judgment until the court instructs the bailiff to do so after an emergency

hearing on the tenant's right to pay and stay at the premises. If the court finds during the emergency hearing that the tenant tendered all past due rent, reasonable late fees and court costs, the court shall vacate the eviction judgment and dismiss the eviction action against the tenant.

1415.05 Rent receipt required

The landlord shall provide the Tenant with a signed receipt for the security deposit and all rental payments except for payments made by personal check of the Tenant, at the time the security deposit or rental payments are made.

1415.06 Other Causes for Eviction

This Chapter in no way limits the ability of a landlord to initiate an eviction action for reasons other than solely for non-payment of rent.

1415.07 Reasonable Late Fees

Late fees shall be assessed as written in the lease agreement.
~~No landlord may charge a tenant late fees that are not reasonable late fees. If a rental agreement includes a provision that authorizes the landlord to assess the tenant a fee for late payment of the monthly rent, to be considered "reasonable late fees" the total amount of that late payment fee for any month may not exceed the larger of: (i) twenty five dollars (\$25.00); or (ii) five percent (5%) of the monthly contract rent.~~

1415.08 Severability

If any provision of this ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this ordinance which can be implemented without the invalid provisions and, to this end, the provisions of this ordinance are declared to be severable. South Euclid City Council hereby declares that it would have adopted this ordinance and each provision thereof irrespective of whether any one or more provisions are found invalid, unconstitutional or otherwise unenforceable.

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, 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.: 51-22
INTRODUCED BY: Gray
REQUESTED BY: Planning Commission

September 12, 2022

A RESOLUTION

GRANTING A CONDITIONAL USE PERMIT TO "TONS OF FUN DAYCARE" TO OPERATE A DAYCARE FACILITY AT 1534 SOUTH GREEN ROAD, ON THE CAMPUS OF GARFIELD MEMORIAL CHURCH, IN THE CITY OF SOUTH EUCLID, OHIO.

WHEREAS, in accordance with Chapter 739 "Mayfield-Green District" of the City of South Euclid Codified Ordinances, daycare and childcare facilities are permitted in this zoning district as a conditional use; and

WHEREAS, the Planning Commission, after careful study, has recommended to Council in a vote of 4-0 that a Conditional Use Permit be granted to "Tons of Fun Daycare" to operate a daycare facility at 1534 South Green Road, on the campus of Garfield Memorial Church; and

WHEREAS, notice of a public hearing on the aforesaid requested Conditional Use Permit has been duly given, and a full public hearing has been held thereon by the Planning Commission pursuant to such notice and as prescribed by law; and

WHEREAS, the Council of the City of South Euclid deems that the aforesaid Conditional Use Permit should be given in that the standards set forth in Chapter 739 of the South Euclid Codified Ordinances have been achieved.

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

Section 1: That a Conditional Use Permit is hereby granted to "Tons of Fun Daycare" to operate a daycare facility at 1534 South Green Road in the City of South Euclid, Ohio, on the campus of Garfield Memorial Church, per the following conditions:

Condition 1: All requirements for daycare programs, as defined in Chapter 739 "Mayfield-Green District" of the South Euclid Zoning Code, shall be followed at all times.

Condition 2: All requirements of the South Euclid Building and Fire Codes applicable to this facility, as determined by the Building Commissioner and Fire Inspector, shall be followed at all times.

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: 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 City Council

From: Keith Ari Benjamin, Director of Community Services

Re: Resolution 52-22: Annual Tax Rate Resolution

Date: September 8, 2022

Resolution 542-22 is annual housekeeping legislation accepts the amounts and rates as determined by the Cuyahoga County Budget Commission, authorizing the necessary tax levies and certifying them to the County Fiscal Officer.

Please don't hesitate to contact Finance Director Amy Himmelein at ahimmelein@seuclid.com if you have any questions or need additional information.

Thank you.



Cuyahoga County
Together We Thrive

| Fiscal Department

August 22, 2022

Dear: Fiscal Officer

Attached is the Tax Rate Resolution for tax year 2022.

Please adopt the tax rates for your subdivision and E-mail a signed Tax Rate Resolution to our office by September 30, 2022.

Feel free to contact the Budget Commission if you have any questions or concerns.

Thank you,

Sincerely,

Bryan Dunn, Administrator

Cuyahoga County Budget Commission

Resolution 52-22

RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER

(CITY COUNCIL)
Revised Code, Secs. 5705.34-5705.35

The Council of the City of South Euclid, Cuyahoga County, Ohio, met in _____ session on the _____ day of _____, 2022, at the office of _____ (Regular Or Special) with the following members present:

Mr./Mrs. _____ moved the adoption of the following Resolution:

WHEREAS, This Council in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2023 ; and

WHEREAS, The Budget Commission of Cuyahoga County, Ohio, has certified its action thereon to this Council together with an estimate by the County Fiscal Officer of the rate of each tax necessary to be levied by this Council, and what part thereof is without, and what part within the ten mill tax limitation; therefore, be it

RESOLVED, By the Council of the City of South Euclid,

Cuyahoga County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said City the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A
SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET
COMMISSION AND COUNTY FISCAL OFFICER'S ESTIMATED TAX RATES

FUND	Amount to Be Derived from Levies Outside 10 M. Limitation	Amount Approved by Budget Commission Inside 10 M. Limitation	County Fiscal Officer Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
	Column II	Column IV	V	VI
General Fund			3.05	8.95
General Bond Retirement Fund				0.00
Police Pension			0.30	
Park Fund				0.00
Recreation Fund				
Fire Pension Fund			0.30	
Street Construction Fund				2.50
Police Fire Safety Fund				0.00
TOTAL	\$0	\$0	3.65	9.45

SCHEDULE B

LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES

FUND	Maximum Rate Authorized to Be Levied	Co. Fiscal Officer' Est. of Yield of Le (Carry to Sched A, Column II
GENERAL FUND:		
Current Expense Levy authorized by voters on for not to exceed _____ years.	,20	
Current Expense Levy authorized by voters on for not to exceed _____ years.	,20	
Total General Fund outside 10m. Limitation.		
Park Fund: Levy authorized by voters on for not to exceed _____ years.	,20	
Recreation Fund: Levy authorized by voters on for not to exceed _____ years.	,20	
Fund: Levy authorized by voters on for not to exceed _____ years.		
Fund: Levy authorized by voters on for not to exceed _____ years.	,20	
Fund: Levy authorized by voters on for not to exceed _____ years.	,20	
Fund: Levy authorized by voters on for not to exceed _____ years.	,20	

and be it further

RESOLVED, That the Clerk of this Council be and he is hereby directed to certify a copy of this Resolution to the Fiscal Officer of said County.

Mr./Mrs. _____ seconded the Resolution and the roll being called upon its adoption the vote resulted as follows:

Mr./Mrs. _____

Mr./Mrs. _____

Mr./Mrs. _____

Adopted the _____ day of _____, 20_____.

Attest:

President of Council

Clerk of Council

CERTIFICATE OF COPY
ORIGINAL ON FILE

The State of Ohio, Cuyahoga County, ss.

I, Keith Ari Benjamin, Clerk of the Council of the City
of South Euclid within and for said County, and in whose custody the Files
and Records of said Council are required by the Laws of the State of Ohio to be kept, do hereby
certify that the foregoing is taken and copied from the original Resolution

now on file, that the foregoing has been compared by me with said original document,
and that the same is a true and correct copy thereof.

WITNESS my signature, this _____ day of _____, 20____

Clerk of Council

No. _____

COUNCIL OF THE CITY OF

County, Ohio.

RESOLUTION
ACCEPTING THE AMOUNTS AND RATES
AS DETERMINED BY THE BUDGET
COMMISSION AND AUTHORIZING THE
NECESSARY TAX LEVIES AND CERTIFYING
THEM TO THE COUNTY FISCAL OFFICER

(City Council)

Adopted _____, 20____

Clerk of Council

Filed _____, 20____

County Fiscal Officer

By _____
Deputy .

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 53-22
INTRODUCED BY: Gray
REQUESTED BY: Mayor

September 12, 2022

A RESOLUTION

AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH SOMMERS DEVELOPMENT GROUP, LLC., FOR THE PURCHASE AND SALE OF REAL PROPERTY IN THE CITY OF SOUTH EUCLID, OHIO.

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 agreement with Sommers Development Group, LLC for the purchase and sale of real property located on Greenvale Road in the City of South Euclid, Ohio, under the terms and provisions as contained in the agreement, a copy of which is attached hereto, and subject to changes approved by the City Law Director, and made a part hereof as 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: That this Resolution is deemed to be an emergency measure necessary for the immediate preservation for the public health and safety, and for further reason that this Resolution is required to be immediately effective to encourage development of the real property which is urgently needed to provide for the welfare of the citizens of the City and to eliminate previously blighted conditions thereon. 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

EXHIBIT A

CONTRACT TO PURCHASE REAL ESTATE

The undersigned Purchaser(s): Sommers Development Group LLC (or its assigns) agree to purchase from:

The City of South Euclid

(Seller), the following described real estate known as: 9 Vacant Residential Lots, Greenvale Rd, South Euclid OH, Parcel ID (s): 701-10-004, 701-10-005, 701-10-007, 701-10-010, 701-10-011, 701-10-013, 701-10-016, 701-11-001, 701-13-008

1. The purchase price is: \$95,000 payable as follows:
 - A. Earnest Money: SEE ADDENDUM A
 - B. Balance is to be deposited with the escrow agent, part or all of which may be the proceeds of any mortgage obtained by Purchaser.
 - C. This Agreement is subject to Addendum "A" attached and made a part of this Agreement.
2. Deed
Seller shall furnish a Limited Warranty Deed conveying to the Purchaser good title to the properties, free and clear of any encumbrances whatsoever, except (i) zoning ordinances, if any: (ii) easements, reservations and restrictions of records, if any: (iii) taxes and assessments, which shall be prorated as of the date of the title transfer (based on the last available tax duplicate), and therefore assumed by Purchasers

3. Funds & Documents:

All documents and funds necessary for the completion of this transaction shall be placed in escrow, with the escrow agent, ACT/Chicago Title, 34920 Ridge Rd, Suite 100B, Willoughby, OH (the "Title Company"). Telephone numbers: 440-205-2300; not less than 3 days before the date of the title transfer.

4. Title:

Title shall be taken as follows: Sommers Development Group LLC or its Assigns

Type of deed: Limited Warranty Deed

5. Defects:

In the event a defect in title appears, Seller shall have 30 days to remove said defect, and in any event of failure to do so, Purchaser may rescind this Agreement. Purchaser shall cause the Title Company to deliver the results of the title examination. Purchaser shall order the title examination from the Title Company within 10 days after the date of this Agreement. Within 10 days after Purchaser receives the results of the title examination from the Title Company, it must deliver to Seller in writing any defects in title that Purchaser is objecting to and is requiring Seller to remove. If Purchaser fails to deliver such objection within the 10-day period, then Purchaser shall be deemed to accepted title to the property AS IS.

6. Possession:

Possession of the property shall be delivered upon transfer of title.

7. Charges:

Seller shall pay: (a) any amounts due Purchaser by reason of pro-rations,(b) one half the escrow fee, (c) one half of the realty transfer tax and (d)one-half of the Owners Fee Title Policy in the amount of the purchase price and (e) the title examination fee (f) any CAUV recoupment.

Purchaser shall pay (a) one half of the escrow fee (b) one half of the transfer tax (c) one-half of the Owner's Fee Title Policy in the amount of the purchase price (d) any costs related to the filing of any mortgage placed on the property.

8. Closing:

Title shall transfer on or about: SEE ADDEDNUM A

9. Real Estate Commission:

There are no Real Estate Commissions Due and or Broker Representation Associated with this transaction.

THIS AGREEMENT CONTAINS ALL OF THE TERMS AND CONDITIONS AGREED TO BY AND BETWEEN PURCHASER AND SELLER AND THERE ARE NO OTHER CONDITIONS, REPRESENTATIONS, WARRANTIES OR AGREEMENTS EXPRESSED OR IMPLIED. ANY CHANGES TO THIS AGREEMENT MUST BE IN WRITING. PURCHASER ACKNOWLEDGES AND AGREES THAT PURCHASER IS EXPERIENCED IN THE OWNERSHIP AND OPERATION OF REAL ESTATE SIMILAR TO THE PROPERTY AND THAT PURCHASER IS QUALIFIED TO INSPECT AND EVALUATE THE PROPERTY. AS A MATERIAL PART OF THE CONSIDERATION FOR THIS AGREEMENT AND THE PURCHASE, PURCHASER HEREBY AGREES TO ACCEPT THE PROPERTY ON THE CLOSING DATE IN IT'S "AS-IS," "WHERE-IS" CONDITION, WITH ALL FAULTS, AND WITHOUT REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW

FACSIMILE (FAX) SIGNATURES OR ELECTRONIC SIGNATURES SHALL BE DEEMED BINDING AND VALID.

10. ADDITIONAL TERMS TO PURCHASE AGREEMENT: PLEASE SEE ADDENDUM "A" which are incorporated and made a part of this Agreement.

**ADDENDUM "A" TO PURCHASE AGREEMENT FOR: 9 Vacant Residential Lots,
Greenvale Rd, South Euclid OH, Parcel ID (s): 701-10-004, 701-10-005, 701-10-007, 701-10-010, 701-10-011, 701-10-013, 701-10-016, 701-11-001, 701-13-008**

1. The Purchase Agreement is subject to the following option terms:

Option Terms:

-First option Period: 60-day option period, commencing upon mutual execution of this document and attached Purchase Agreement.

-Second 60-day option period for \$1,000, prior to expiration of first option period dated: _____.

-Third 30-day option period for \$2,000, prior to expiration of second option period dated: _____.

2. Option payments apply to purchase price.

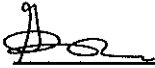
3. Closing Date: The Purchaser shall close within 30-days of expiration of Third Option Period dated: _____.

4. If the transaction is terminated as provided in this Agreement, option payments are to be retained by Seller.

5. The Purchaser shall have access to the Property at all times to conduct due diligence. Prior to entering the Property, Purchaser and its agents and contractors shall deliver to Seller evidence reasonably satisfactory to Seller of liability insurance coverage, the policy limits and insurer reasonably satisfactory to Seller. Buyer agrees that Buyer shall repair any damage to the Property caused by any due diligence Investigations of Buyer, and Buyer shall indemnify, defend and hold Seller, its members, managers, successor and assigns harmless from and against any and all loss, cost, damage or expense including without limitation reasonable attorney's fees, court costs, and expert fees arising out of, or resulting from, any such Investigations. This indemnification shall survive termination of this Agreement and transfer of title of the Property.

6. This Agreement and its terms shall remain confidential at all times and shall not be disclosed to any third parties.
7. Buyer and Seller agree that the Property includes the land, all appurtenant rights, including all mineral rights, easements and privileges, and including all rights to water and/or sewer tap-ins benefiting the Property.
8. The Seller has disclosed to Buyer that the subject properties previously had residential structures present. The structures have since been demolished from all the subject properties. Seller grants Buyer permission to access property to dig test holes to verify soil conditions.

All other terms and conditions shall remain in full force and effect.



Purchaser

Greg Sommers on behalf of Sommers Development Group LLC

2.28.22

Date

Seller

Date



COME TOGETHER & THRIVE

Memorandum

To: Members of City Council

From: Keith Ari Benjamin, Director of Community Services

Re: Resolution 54-22: Wildlife Management Agreement with USDA

Date: September 8, 2022

Resolution 54-22 authorizes the Mayor to enter into an agreement with the United States Department of Agriculture in an amount not to exceed \$65,000 to provide Deer Wildlife Management Services for the 2022-2023 season. The agreement is attached for your review and is similar in scope to last year's agreement with the USDA.

Please don't hesitate to contact Police Chief Mays if you have any questions or need additional information.

Thank you.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 54-22
INTRODUCED BY: Gray
REQUESTED BY: Mayor

September 12, 2022

A RESOLUTION

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

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

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

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

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

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

Section 2. The total cost of services and equipment provided under the agreement is not to exceed \$65,000.

Section 3: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including, Section 121.22 of the Ohio Revised Code.

Section 4: That this Resolution is declared to be an emergency measure necessary for the preservation of the public peace, health and safety and for further to reduce the health and safety risks and property damage associated with the white-tailed populations, adopted by the White-Tailed Deer Management Plan. Wherefore, this Resolution shall take effect and be in full force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 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

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

ARTICLE 1 – PURPOSE

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

ARTICLE 2 – AUTHORITY

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

ARTICLE 3 - MUTUAL RESPONSIBILITIES

The cooperating parties mutually understand and agree to/that:

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

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

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

Cooperator agrees:

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

CITY OF SOUTH EUCLID:

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

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

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

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

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

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

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

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

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

ARTICLE 6 – CONTINGENCY STATEMENT

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

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

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

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

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

ARTICLE 9 – LAWS AND REGULATIONS

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

ARTICLE 10 – LIABILITY

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

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

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

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on **10/1/2022** and shall continue through **9/30/2023**, not to exceed five years. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

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

Cooperator's Tax ID No.: 34-6002695

APHIS-WS's Tax ID: 41-0696271

Cooperator:

Georgine Welo, Mayor
City of South Euclid
1349 South Green Road
South Euclid, Ohio 44121
Phone: 216-691-4221

Date

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

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

Date

Willie D. Harris
Director, Eastern Region
USDA, APHIS, WS
920 Main Campus Drive; Suite 200
Raleigh, NC 27606

Date

WORK PLAN

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

Program Objective

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

Plan of Action

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

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

APHIS-WS employees will be used to assist with the baiting and sharpshooting portion of the White-tailed Deer Management Plan of the CITY OF SOUTH EUCLID. APHIS-WS will coordinate with the CITY OF SOUTH EUCLID project coordinator to inspect, propose and certify baiting and shooting zones to be used. APHIS-WS personnel will prepare and arrange any necessary deer damage management equipment. WS will conduct removal of white-tailed deer from the CITY OF SOUTH EUCLID using rifles equipped with noise-suppression devices. APHIS-WS will collect and transport whole carcasses to a predetermined CITY OF SOUTH EUCLID facility and process deer (eviscerate/gut). APHIS-WS will collect all data; live weight, sex, age, fetus counts. APHIS-WS will obtain a processor/butcher to prepare and package the meat for donation to a charity of the CITY OF SOUTH EUCLID's choice. APHIS-WS will invoice the CITY OF SOUTH EUCLID as part of this agreement for a predetermined rate negotiated by WS with the processor/butcher for up to 120 deer. The 120 deer referenced may not represent the number of deer that will be removed for a given year and instead is used as a placeholder to estimate processor/butcher costs. The ODW permitted number of deer to be removed could be less than 120 deer for the year and the CITY OF SOUTH EUCLID would only be invoiced for the deer removed. If more than 120 deer are requested for processing and available funds can not cover the cost, a written/signed revision to this agreement would be needed to cover those additional processor/butcher costs. The ability of APHIS-WS to reach city goals is also dependent on the availability of sites at the time operations take place. APHIS-WS will deliver deer to the processor/butcher the following morning after removal efforts. APHIS-WS will conduct removal activities between 10/1/2022 and 3/31/2023. Every effort will be made to conduct removal activities during this time period but activities are contingent upon weather conditions and site availability.

At the request of the CITY OF SOUTH EUCLID, APHIS WS will also conduct a FLIR ground deer count between March 1, 2023 and April 14, 2023.

CITY OF SOUTH EUCLID will be responsible for the following:

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

Monitoring of Accomplishments

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

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		\$35,484
Travel		\$0
Vehicles		\$1,169
Other Services		\$12,600
Supplies and Materials		\$625
Equipment		\$500
Subtotal (Direct Charges)		\$50,378
Pooled Job Costs	11.00%	\$5,542
Indirect Costs	16.15%	\$8,136
Aviation Flat Rate Collection		\$0
Agreement Total		\$64,056
<p>The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed: \$64,056 APHIS WS staff may be compensated at regular time, night-time-differential, and/or overtime pay rates in accordance with programmatic Directives to accomplish the purpose of this agreement.</p>		

Financial Point of Contact:

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

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



COME TOGETHER & THRIVE

Memorandum

Date

September 6, 2022

Recipient

City Council

Sender

Michael Love

Title

Planning & Development Director

Department

Planning & Development

Subject

One South Euclid Property
Conveyance Legislation

On the September 12, 2022 City Council Agenda, there is legislation to convey six properties to One South Euclid.

This legislation is the standard resolution passed when the City receives property through the tax foreclosure process. The properties are deeded to One South Euclid to market and sell through the Build, Grow, Thrive Residential Resale Program, in accordance with the agreement for professional services in place between the City and One South Euclid.

All six of the properties included in this legislation are vacant lots. Please see below for a brief description of each property.

PP# 702-01-001 0 Bluestone Road

This parcel is an undeveloped vacant lot at the corner of Bluestone and Avondale Roads. This lot is ideal for single family infill home construction or a side lot expansion project.

PP# 702-25-032 4529 Liberty Road

This lot is the site of a previously demolished home. The property went into tax foreclosure and transferred to the City of South Euclid. This lot is ideal for single family infill home construction or a side lot expansion project.

PP# 703-25-025 0 Bayard Road

This parcel is an undeveloped vacant lot on Bayard Road between South Green Road and South Belvoir Blvd. This lot is ideal for single family infill home construction or a side lot expansion project.

PP# 704-07-105 0 Corwin Road

This parcel is an undeveloped vacant lot at the corner of Corwin and Charlton Roads. This lot is ideal for single family infill home construction or a side lot expansion project.

PP# 704-07-085 0 Charlton Road

This parcel is an undeveloped vacant lot on Charlton Road, near the Corwin Road intersection. This lot is ideal for single family infill home construction or a side lot expansion project.



COME TOGETHER & THRIVE

PP# 704-10-005 & PP# 704-10-006 1785 Warrensville Center Road
This lot is the site of a previously demolished home. The property went into tax foreclosure and transferred to the City of South Euclid. While the lot is divided into two parcel numbers, it is ideal for one single family home. Thus, this lot could be used for single family infill home construction or a side lot expansion project.

I have included a map showing the location of each of the properties for your reference. I ask for your support of this legislation.

Please feel free to contact me with any questions.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 55-22
INTRODUCED BY: Gray
REQUESTED BY: Mayor

September 12, 2022

A RESOLUTION

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

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

WHEREAS, the subject parcels were deeded to the City of South Euclid through the tax foreclosure process; and

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

WHEREAS, in accordance with the agreement for professional services, the City's Community Development Corporation, One South Euclid, has the ability to dispose of the subject parcels and return the land to productive use.

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

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

Section 2: That the Mayor be and she is hereby authorized to convey said parcels of real property (as shown on Exhibit A attached hereto) to the City's Community Development Corporation, One South Euclid, in order to dispose of the properties and return the land to productive use.

Section 3: That it is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees on or after November 25, 1975, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 4: This Resolution shall take effect and be in full force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 2022.

Ruth I. Gray, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

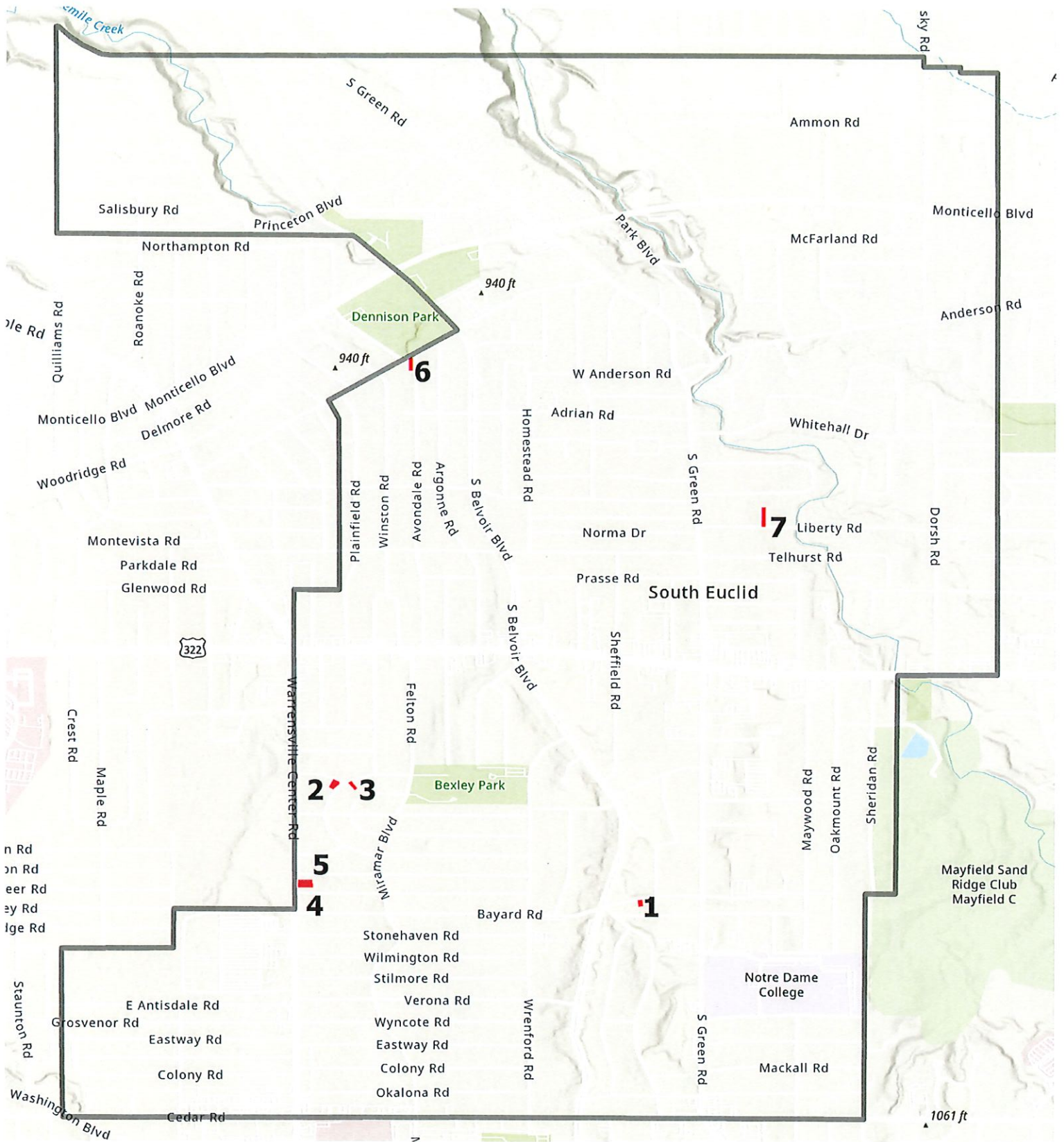
Michael P. Lograsso, Director of Law

EXHIBIT A

Parcels of vacant land to be conveyed to One South Euclid

PP#	Address	Street Name
702-01-001	0	Bluestone Road
702-25-032	4529	Liberty Road
703-25-025	0	Bayard Road
704-07-105	0	Charlton & Corwin Roads
704-07-085	0	0 Charlton Road
704-10-005	1785	Warrensville Center Road
704-10-006	1785	Warrensville Center Road

PARCEL TRANSFER EXHIBIT
 September 12, 2022
 Property Conveyance Legislation



- 1 - 0 BAYARD ROAD, 703-25-025
- 2 - 0 CORWIN ROAD, 704-07-105
- 3 - 0 CHARLTON ROAD, 704-07-085
- 4 - 0 WARRENSVILLE CENTER ROAD, 704-10-006
- 5 - 1785 WARRENSVILLE CENTER ROAD, 704-10-005
- 6 - 0 BLUESTONE ROAD, 702-01-001
- 7 - 4529 LIBERTY ROAD, 702-25-032