

THE CITY OF SOUTH EUCLID

SCHEDULE OF MEETING

Monday, October 24, 2022

South Euclid Community Center

8:00 PM

The Meeting will also be live streamed for Public Access.

Visit our homepage at www.cityofsoutheuclid.com to join meeting.

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

3. APPROVAL OF MINUTES September 12, 2022 & September 27, 2022

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

Ordinance 17-22 Fixing the salary range, compensation and rates of pay for various offices, boards, commissions and departments of the municipal government, repealing Ordinance No. 16-22 adopted July 25, 2022 and all other ordinances or parts of ordinances inconsistent herewith; and declaring an emergency. First Reading.

9. LEGISLATION REQUESTED BY THE MAYOR & ADMINISTRATION

1. Resolution 61-22 Authorizing the Mayor to enter into a Member Community Infrastructure Grant Program (MCIP) Agreement with the Northeast Ohio Regional Sewer District for the Maywood Road Infrastructure Improvement Project, Phase 2. First Reading.

2. Resolution 62-22 Approving the adoption of the Countywide 2022-2027 All Hazards Mitigation Plan For Cuyahoga County. First Reading.

3. Resolution 63-22 Authorizing the Mayor to enter into a Memorandum of Understanding With Chagrin River Watershed Partners (CRWP), Cuyahoga Soil And Water Conservation District (CSWCD) and the Central Lake Erie Basin Collaborative Partners (CLEB) to implement the Lake Erie Stormwater Rebate Program. First Reading.

4. Resolution 64-22 Requesting from the County Fiscal Officer a tax advance from the proceeds of the 2022 tax year collection; and declaring an emergency. First Reading.

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

11. COMMUNICATIONS OF CITY COUNCIL

11. ADJOURN TO EXECUTIVE SESSION for the purpose of discussing pending litigation.

12. ADJOURN

REGULAR MEETING OF SOUTH EUCLID CITY COUNCIL

Council President Ruth Gray called the meeting to order, and the Pledge of Allegiance was recited.

Roll Call

Present: Councilwoman Sara Continenza, Councilwoman Chanell Elston, Councilman John Fahsbender, Councilman Joe Frank, Councilwoman Susan Hardy, Councilman Justin Tisdale, Council President Ruth Gray.

Report of Mayor & Department Heads

- South Euclid Poet Laureate Doc Janning recited the evening's poem "Community Market/Moments of Summer" and gave a report of recent activities.
- Annette Iwamoto, Executive Director of One South Euclid reported that the annual fundraiser "Mingle at Mayfield" will take place on October 20th at Mayfield Country Club.
- Mayor Welo reported that all directors are in attendance.
- City Engineer Anthony DiRenzo gave an update on 2022 road projects including the Oakmount Phase II infrastructure project, Mayfield Road concrete repairs, Green Road and Cedar Road projects.
- Parks & Recreation Director Subwick thanked council for their support and reported on upcoming events including the Heights Move-a-Thon, and Vibrant Verona Chalk Walk.
- Planning & Development Director Michael Love requested council support of Res. 51-22 approving a conditional use permit from the Planning Commission for the "Tons of Fun Daycare" and Res. 53-22 to sell properties on Greenvale Road to Sommers Development to build single family properties in conjunction with Lowden development.
- Fire Chief Dave Csire reported on the Fire Departments work with the Regional Special Rescue Team and assisting neighboring communities with Mutual Aid fires.
- Police Chief Joe Mays reported on the status of hiring new police officers and that the Civil Service Commission has partnered with a national testing firm to improve recruitment. The most recent test had a total of 37 candidates, with 26 passing the test. Chief Mays reported that the force is down six officers.
- Mayor Welo stated that our safety forces are one of the best and highly trained forces and we are committed to regionalism.
- Mayor Welo thanked City staff, especially, Community Development and Civic Engagement Director Keith Benjamin for both his quick turnaround for the Subpoena records requested by the FBI regarding Gayle Williams Byers and his professional handling of the numerous media public requests. Ms. Welo also thanked the Finance Department for also being prompt when dealing with the FBI Subpoenas again they were dealing with Gayle Williams Byers.
- Mayor Welo stated that Parks and Recreation Director Daniel Subwick has worked diligently during the month of August as Bexley Bash, National Night Out, Rock the Block and our City Hall Open House took place over the last 5 weeks, along with the ongoing Community Market and Community Gardens. Ms. Welo thanked the Police and Fire Departments for coordinating National Night Out.
- Mayor Welo thanked Community Center Director Meg Martines and her staff as over the last 5 weeks they have hosted First Suburbs, The Greenway Tour and Euclid Creek.
- Mayor Welo reported that South Euclid hosted the Cuyahoga Greenways tour and again thanked Keith Benjamin for his dedicated time to this ongoing project.
- Mayor Welo thanked Service Director Jim Anderson and his team for their continued hard work to keep our city clean, the pools running, and our parks and vacant lots mowed and let's not forget filling potholes!
- Mayor Welo reported on the work of outgoing Finance Director Brenda Wendt for keeping the city afloat until new Director Amy Himmelein joined the team. Ms. Welo thanked Amy for not giving up the ship as every member in her department tested positive her first week on the job and we're glad she has joined our South Euclid Team.
- Mayor Welo also thanked our Engineering Team of Andy Blackley and Anthony DiRenzo for their continued patience and hard work during 2022, especially with the challenges with supply change issues and increasing costs.

- Mayor Welo thanked Law Director Lograsso for his leadership during the upheaval of our Court system and stated that his years of experience working in other Municipal Courts and serving as a prosecutor truly helped the visiting judges to deal with the chaos and incompetence of Gayle Williams Byers reign.
- Mayor Welo thanked Planning and Economic Development Director Michael Love for his management of the Leopardo Project, while never missing a beat on his full-time job.
- Mayor Welo thanked Council President Gray and City Council for your hard work. You have been professional throughout the whole process with the issues with the Court and Judge and you have been nothing but gracious.

Report of Law Director – No Report

Report of School District

Board Member Kathryn Falkenberg stated that the District is entering the new school year with anticipation and excitement and that the Fall sports season has begun. Ms. Falkenberg reported on upcoming events including the Homecoming Dance and SEL Schools Appreciation Event at Legacy Village. Board Member Falkenberg reported on new principals throughout the district and that the 2022-23 school year has begun with great progress.

Public Hearings (Open Meeting) Related to Agenda Items

There were no public comments.

Legislation Requested by City Council

Introduced by Gray

Ordinance 17-22

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. First Reading.

Action: Motion to Approve Legislation, **Moved by** Council President Gray, **Seconded by** Councilwoman Tisdale.

- Councilwoman Hardy stated that she doesn't support the ordinance because it is largely symbolic and doesn't seem to be needed.
- Council President Gray stated that she spoke with the Cleveland housing court Judge and that there are occasions when additional protections are needed for tenants and this law, just makes sure that there is a fair system in place.
- Molly Martin from the Northeast Ohio Coalition for the Homeless addressed City Council and stated that the Pay to Stay ordinance protects tenants who are facing eviction but don't know their rights and is a win-win and gives clear guidance to the Court. Ms. Martin stated that Landlords are made whole through the process and that there are still millions of dollars in ARPA emergency rental assistance available for tenants.
- Councilman Tisdale stated that he wants South Euclid to known as an inclusive place and asked for more data on evictions. Ms. Martin stated that Euclid has seen five uses and three in Cleveland Heights.
- Councilman Fahsbender stated that the legislation does have a proactive effect of preventing unnecessary evictions from going forward and that his opinion on this issue has changed and believes that it is good to have pay-to-stay on the books, even if it's only one piece to what could be a better approach to landlord-tenant laws and that this works to correct the imbalance.
- Ms. Martin stated that South Euclid is in a good position and that making pay-to-stay permanent won't impact landlords. Councilman Frank reminded members of Council that landlords attended the committee meeting in 2020 when this legislation was initially approved, and not one of them had an issue with it.
- Council President Gray stated that the Covid Pandemic has uncovered more evidence that discrimination occurs every day and Covid-19 exposed that vulnerability, and all this ordinance does is put an additional protection in place to ensure that everyone is treated fairly.

Note: Motion carried by unanimous roll call vote (**summary:** Yes = 6)

Yes: Councilwoman Sara Continenza, Councilwoman Chanell Elston, Councilman Joe Frank, Councilman John Fahsbender, Councilman Justin Tisdale, Council President Ruth Gray.

No: Councilwoman Susan Hardy

The legislation has been approved.

Legislation Requested by the Planning Commission

Introduced by Gray

Resolution 51-22

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. First Reading.

Action: Motion to Approve Legislation, **Moved by** Council President Gray, **Seconded by** Councilwoman Continenza.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 7)

Yes: Councilwoman Sara Continenza, Councilwoman Chanell Elston, Councilman Joe Frank, Councilman John Fahsbender, Councilwoman Susan Hardy, Councilman Justin Tisdale, Council President Ruth Gray.

The legislation has been approved.

Legislation Requested by the Mayor & Administration

Introduced by Gray

Resolution 52-22

RESOLUTION

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.

Action: Motion to Approve Legislation, **Moved by** Councilman Frank, **Seconded by** Councilman Tisdale.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 7)

Yes: Councilwoman Sara Continenza, Councilwoman Chanell Elston, Councilman Joe Frank, Councilman John Fahsbender, Councilwoman Susan Hardy, Councilman Justin Tisdale, Council President Ruth Gray.

The legislation has been approved.

Introduced by Gray

Resolution 53-22

RESOLUTION

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.

Action: Motion to Approve Legislation, **Moved by** Councilman Frank, **Seconded by** Council President Gray.

- Council President Gray discussed the history of the Greenvale properties, and that this positive development has been a long time coming and goes back to 2006-2007 when it was like a nightmare on Greenvale with hundreds of police calls to the neighborhood and residents' quality of life diminished because of the nuisances caused by residents of these properties. Ms. Gray stated that the city's action stopped the bleeding on Greenvale and created a synergy of peace.
- Ms. Gray stated that the Greenvale properties will be redeveloped with nine new homes as part of the Lowden School redevelopment, which will also include 17 new homes. Council President Gray stated that sometimes the race is won in the marathon and not a sprint, which is the case with the Greenvale properties.
- Councilman Frank stated that this is building a positive future for the neighborhood with new family and additional income taxes generated for public services.
- Mayor Welo thanked both current and past council members for their long-term vision and stated that back in 2006-2007 residents couldn't walk the streets and enjoy their neighborhood because of the issues on the street.
- Council President Gray thanked the developer, Sommers Development Group for being proactive and coming out and meeting with neighborhood residents in the early stages to give them a voice in moving forward.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 7)

Yes: Councilwoman Sara Continenza, Councilwoman Chanell Elston, Councilman Joe Frank, Councilman John Fahsbender, Councilwoman Susan Hardy, Councilman Justin Tisdale, Council President Ruth Gray.

The legislation has been approved.

Introduced by Gray

Resolution 54-22

RESOLUTION

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.

Action: Motion to Approve Legislation, **Moved by** Councilwoman Continenza, **Seconded by** Councilman Tisdale.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 7)

Yes: Councilwoman Sara Continenza, Councilwoman Chanell Elston, Councilman Joe Frank, Councilman John Fahsbender, Councilwoman Susan Hardy, Councilman Justin Tisdale, Council President Ruth Gray.
The legislation has been approved.

Introduced by Gray

Resolution 55-22

RESOLUTION

Authorizing the Mayor to convey certain real property of the City of South Euclid, Ohio to One South Euclid. First Reading.

Action: Motion to Approve Legislation, **Moved by** Council President Gray, **Seconded by** Councilman Tisdale.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 7)

Yes: Councilwoman Sara Continenza, Councilwoman Chanell Elston, Councilman Joe Frank, Councilman John Fahsbender, Councilwoman Susan Hardy, Councilman Justin Tisdale, Council President Ruth Gray.
The legislation has been approved.

Public Hearings (Open Meeting) Related to Open Business:

- Charles Turner, 4549 Lilac Road, stated that he hopes to get know each member of council and that Council President Gray is the only one that has been here since he started coming to council meetings. Mr. Turner stated that he echoes the Mayor's words about department heads and how well they've acted during difficult times and which ones are bold faced lies and truths. Mr. Turner stated that you have seen him out on streets with signs that say Mayor Welo supports police brutality and that he turned 70 last week and has had a difficult time working with the Community Partnership on Aging in arranging for ride to get down to Cole Eye Institute.
- Alexander Gurary, 1491 Maplegrove stated that he is having issues with noise coming from a business at 1402 Mayfield Road between 8 am and 4 pm and that it is very annoying. Law Director Lograsso stated that he will look into the issue.

Communications of City Council

- Councilwoman Continenza stated that it is nice to be back and thanked everyone that has supported the Community Market, which will run through October, and they are exploring ways to keep it going during the winter. Ms. Continenza thanked Mayor Welo for donating raffle prizes for the Market and thanked Daniel Subwick and Rebekah Forst for working with Food Strong and coordinating the SNAP benefits program. Ms. Continenza reported on the upcoming Food Strong benefit on September 22nd at Lago.
- Councilman Fahsbender reported on ideas of how we can work with One South Euclid, Community Partnership on Aging and the business community to bring additional resources to help seniors in need of snowplowing services. Mr. Fahsbender addressed some East Antisdale resident complaints about some issues at the Oakwood Green with cars parking in the parking lot in the evening. Mr. Fahsbender stated that Election Day is coming up and the Board of Elections is need of poll workers.
- Councilman Tisdale stated that it was good seeing everyone at the City Hall Open House and seeing the improvements to the community and reported on the importance of registering to vote.
- Councilwoman Hardy reported on the upcoming SEL Legacy Day at Legacy Village and that she went on a tour of the Fire Department and all council members should schedule one as well. Ms. Hardy reported on Community Partnership on Aging's Random Acts of Fun Fundraiser that will go through September and last year Team South Euclid was the winner, raising the most funds.
- Councilman Frank echoed the Mayor's complements of city staff and especially the work to improve public facilities through the Leopardo Project.

- Council President Gray also reported on the improvements made through the Leopardo Project and that our facilities are more accessible now to the public. Ms. Gray reported on the work of Poet Laureate Doc Janning and that he has done a tremendous job bringing us together in a special way and thanked Mayor Welo for her vision of bringing poetry to South Euclid.
- Council President Gray thanked council for supporting making the Pay-to-Stay Ordinance permanent that it will work to make our community more inclusive and equitable.
- Council President Gray reported on ongoing issues with the Municipal Court and that the Committee of the Whole will request meetings with State Representative Kent Smith and State Senator Kenny Yuko in the coming weeks to look at the potential of regionalizing our court and initiating a feasibility study to look at moving the process forward.
- Councilwoman Elston reported on the upcoming Notre Dame College Centennial Celebration, which will include the dedication of the College's Administration Building as the first historic designation from the newly formed Landmarks Commission.

Adjourn

With no further business to discuss, **Action:** Motion to Adjourn, **Moved by** Councilman Tisdale, **Seconded by** Councilwoman Continenza

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 7).

Councilwoman Sara Continenza, Councilwoman Chanell Elston, Councilman Fahsbender, Councilman Joe Frank, Councilwoman Susan Hardy, Councilman Justin Tisdale, Council President Ruth Gray.

The Meeting Adjourned at 9:55 pm.

Attest:

Council President

Clerk of Council

REGULAR MEETING OF SOUTH EUCLID CITY COUNCIL

Council President Ruth Gray called the meeting to order, and the Pledge of Allegiance was recited.

Roll Call

Present: Councilwoman Sara Continenza, Councilwoman Chanell Elston, Councilman John Fahsbender, Councilman Joe Frank, Councilwoman Susan Hardy, Councilman Justin Tisdale, Council President Ruth Gray.

Swearing-In Ceremony The Fire Department held a swearing-in ceremony for two new Firefighters Scott Grenig and Scott Marzano, who took their oaths of office.

Approval of Minutes

JULY 25, 2022

Action: Motion to Approve Minutes, **Moved by** Councilwoman Elston, **Seconded by** Councilman Tisdale.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 6)

Yes: Councilwoman Sara Continenza, Councilwoman Chanell Elston, Councilman John Fahsbender, Councilwoman Susan Hardy, Councilman Justin Tisdale, Council President Ruth Gray.

Abstain: Councilman Joe Frank (absent from July 25th Meeting).
The minutes have been approved.

Report of Mayor & Department Heads

- South Euclid Poet Laureate Doc Janning introduced John Burroughs, a South Euclid resident and current Beat Poet Laureate of the State of Ohio and Beat Poet Laureate of the United States. Mr. Burroughs recited the poem "We are as large as the we".
- Mayor Welo reported that all directors are in attendance except Directors Love, Heilman and Law Director Lograsso, who are excused and attending the Board of Zoning Appeals meeting which is also tonight.
- Community Development Director Benjamin gave an update on the Community and Neighborhood Greenways project, Victory Park Project and other community services updates.
- Acting City Engineer Anthony DiRenzo reported on 2022 Road and Infrastructure projects and that Cleveland Water has approved the City's application for funding for the Dill Road Watermain Replacement that will move forward in 2023 and include the resurfacing of the roadway.
- Mayor Welo reported on past and upcoming events including the annual Junk in the Trunk and the South Euclid Lyndhurst Schools Legacy Day. Mayor Welo reported that the City hosted the Euclid Creek Watershed Regional Meeting last week at the Community Center.
- Mayor Welo thanked Councilman Tisdale for attending the Catholic Mass honoring Notre Dame College's Centennial, which was also attended by the Bishop.
- Mayor Welo reported on next week's Community Partnership on Aging Random Acts of Fun comedy show, Community Garage Sale and the Heights Move-a-Thon run/walk/bike event to benefit the Gathering Place.

Report of Law Director

Council President Gray reported that there is no report as the Law Director had to attend another meeting.

Public Hearings (Open Meeting) Related to Agenda Items

There were no public comments.

Reports of Council Committees

Committee of the Whole:

Councilman Frank reported that Council held its monthly financial update meeting and that to-date the City has collected approximately \$15 million in revenues, which is up about 8.4% from last year and disbursements are at about \$12 million with a General Fund balance of about \$6 million.

Council President Gray reported that the Committee of the Whole met with State Representative Kent Smith who will be the district's next State Senator and candidate

Elliot Forhan who is running for the open State Representative seat. Ms. Gray also reported that City Prosecutor Tim Sterkel attended the meeting who will be the new Judge replacing Gayle Williams Byers through the end of her term in 2023. At the meeting there was a robust discussion about looking at options to consolidate and merge the court with another regional court system. Ms. Gray stated that there is an Acting Judge coming in and the Court is in absolute shambles, and we need to see where the court is and what can be done differently and better, and make a decision that is in the best interests of our residents and the city. Ms. Gray stated that the Clerk of Court recently resigned without notifying City Council and the Court needs to come back to Council on a quarterly basis to fulfill their obligations of addressing the reconciliation process as outlined by the State Auditor.

Legislation Requested by the Mayor & Administration

Introduced by Gray

Resolution 56-22

RESOLUTION

Authorizing The Mayor to enter into an agreement with the Ohio Department of Transportation (ODOT) for the performance of Bridge Inspection Services In The City Of South Euclid, Ohio. First Reading.

Action: Motion to Approve Legislation, **Moved by** Councilman Tisdale, **Seconded by** Councilwoman Elston.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 7)

Yes: Councilwoman Sara Continenza, Councilwoman Chanell Elston, Councilman Joe Frank, Councilman John Fahsbender, Councilwoman Susan Hardy, Councilman Justin Tisdale, Council President Ruth Gray.

The legislation has been approved.

Introduced by Gray

Resolution 57-22

RESOLUTION

Authorizing the Director of Community Services to prepare and file a grant application on behalf of the South Euclid Tree Commission for the Ohio Department of Natural Resources "Urban Canopy Restoration Grant Program". First Reading.

Action: Motion to Approve Legislation, **Moved by** Councilman Tisdale, **Seconded by** Councilman Frank.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 7)

Yes: Councilwoman Sara Continenza, Councilwoman Chanell Elston, Councilman Joe Frank, Councilman John Fahsbender, Councilwoman Susan Hardy, Councilman Justin Tisdale, Council President Ruth Gray.

The legislation has been approved.

Introduced by Gray

Resolution 58-22

RESOLUTION

A Resolution authorizing the Director of Community Services & Development to submit a joint application with the Cities of University Heights and Cleveland Heights to the Northeast Ohio Area Wide Coordinating Agency (NOACA) for a grant under The Transportation For Livable Communities Initiative (TLCI) Implementation Grant Program To Fund "Heights Regional Neighborhood Greenways Initiative". First Reading.

Action: Motion to Approve Legislation, **Moved by** Councilwoman Continenza, **Seconded by** Councilman Tisdale.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 7)

Yes: Councilwoman Sara Continenza, Councilwoman Chanell Elston, Councilman Joe Frank, Councilman John Fahsbender, Councilwoman Susan Hardy, Councilman Justin Tisdale, Council President Ruth Gray.

The legislation has been approved.

Public Hearings (Open Meeting) Related to Open Business:

- Clarice McGregor, 410 Greenvale, congratulated the City on the new construction in her neighborhood and discussed some of the concerns with some abandoned cars in driveways that have been there for some time, along with some issues with rental properties. Mayor Welo thanked Ms. McGregor for

alerting us to the issues and Council President Gray reported that she talked to Housing Manager T.J. Murray about abating the nuisances.

Communications of City Council

- Councilwoman Elston stated that she had no report at this time.
- Councilman Fahsbender thanked the administration for everything they've been doing behind the scenes for the community and that he has enjoyed his nine months on Council.
- Councilman Frank stated that the 100th anniversary celebration of Notre Dame College was wonderful, and Councilwoman Elston gave a great presentation of the Landmarks Commission Dedication of the College's Administration Building. Mr. Frank thanked the City for honoring his parent's 64th Wedding Anniversary.
- Councilwoman Hardy reported on the Community Partnership on Aging's Random Acts of Fun fundraiser and that South Euclid raised the most donations, but lost the other competitive rounds. Ms. Hardy discussed the Council of Councils regional meeting that was held to discuss the latest attempts to consolidate the Regional Income Tax Agency (RITA) and the challenges for local cities.
- Councilman Tisdale thanked Mayor Welo for asking him to represent the City at Notre Dame College's Centennial Mass Celebration and that he is honored to be a member of the first graduating class of males at the college. Mr. Tisdale thanked Director Benjamin for his leadership on creating new corridors and connections to provide safer transportation for bicycles and pedestrians and providing safer links to connect our neighboring communities and applauded Mr. Benjamin and everything he's done.
- Councilwoman Continenza also reported on the Council of Councils meeting at the conversations regarding the Regional Income Tax Agency. Ms. Continenza reported on the Community Market and the success of the Food Strong fundraiser.
- Council President Gray echoed what other councilmembers have said about the administration and stated that she appreciates all of the hard work and that it is a good time to live in South Euclid and we need to continue our work to keep the community a great place. Ms. Gray offered her appreciation to City Council and that in her many years, this is the best council she has served on and that we each come to the table with different skillsets and respect each other. Ms. Gray addressed a County Executive candidate Lee Weingart's proposal to get rid of RITA and stated that the county's primary job should be providing health and human services and not taking away our tax dollars.

Adjourn

With no further business to discuss, **Action:** Motion to Adjourn, **Moved by** Councilman Elston, **Seconded by** Councilwoman Frank

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 7).

Councilwoman Sara Continenza, Councilwoman Chanell Elston, Councilman Fahsbender, Councilman Joe Frank, Councilwoman Susan Hardy, Councilman Justin Tisdale, Council President Ruth Gray.

The Meeting Adjourned at 9:15 pm.

Attest:

Council President

Clerk of Council



COME TOGETHER & THRIVE

Memorandum

To: Members of City Council

From: Keith Ari Benjamin, Director of Community Services

Re: Ord. 17-22 Salary Ordinance Amendments

Date: September 23, 2022

At the request of Councilwoman Susan Hardy, Ordinance 17-22 provides additional updates to the revisions approved by City Council on July 25, 2022. The proposed changes include:

- Section 12 (Page 7) the new heading "Healthcare Insurance" replaces "Hospitalization Insurance".
- Section 12 (Page 7) the words "in active pay status" have been added and the language related to "mandatory waiting period" has been removed.
- Section 13 (Page 8) under "Probation Period-Waiting Period": 12(b) Waiting Period has been removed.

In addition, minimum wage in the State of Ohio will increase in January 2023 to \$10.10/hr. In order for the salary ordinance to be compliant with state law, all salary minimums that were under \$10.10/hr. have been revised to reflect "minimum wage/hr".

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

Thank you.

CITY OF SOUTH EUCLID, OHIO

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

October 24, 2022

AN ORDINANCE

FIXING THE SALARY RANGE, COMPENSATION AND RATES OF PAY FOR VARIOUS OFFICES, BOARDS, COMMISSIONS AND DEPARTMENTS OF THE MUNICIPAL GOVERNMENT, REPEALING ORDINANCE NO. 16-22 ADOPTED JULY 25, 2022 AND ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT HEREWITH; AND DECLARING AN EMERGENCY.

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

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

<u>ADMINISTRATION</u>	<u>RANGE</u>		
	<u>FROM</u>	<u>TO</u>	
Mayor	Reference ordinance number 12-07		
Council	Reference ordinance number 34-10		
Finance Director	\$100,000	\$130,000	Per annum
Building Commissioner/ Zoning Administrator	\$100,000	\$130,000	Per annum
Service Director	\$100,000	\$130,000	Per annum
Planning & Development Director	\$58,012	\$93,480	Per annum
Community Development, Services and Civic Engagement Director	\$58,012	\$93,480	Per annum
Housing Manager	\$53,060	\$93,480	Per annum
Parks & Recreation Director	\$53,060	\$93,480	Per annum
Community Center Director	\$53,060	\$93,480	Per annum
Asst. Director Planning & Development	\$50,382	\$75,000	Per annum
Assistant Service Director	\$50,382	\$75,000	Per annum
Assistant Finance Director	\$50,382	\$96,900	Per annum
Law Director	\$54,173	\$75,240	Per annum and \$160.00 per hour for his or his designee's preparation, representation & appearance in all County, State and Federal Courts including preparation, representation and appearance before State and Federal Boards and Commissions and to representation in all City labor matters.

ADMINISTRATION (continued)

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

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

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

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

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

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

SPECIAL SERVICE EMPLOYEES

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

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

MUNICIPAL COURT

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

	<u>RANGE</u>
	<u>FROM</u> <u>TO</u>
Chief Deputy Clerk (City Portion)	\$20/hr \$34/hr
Chief Deputy Clerk/Network Administrator	\$20/hr \$34/hr
Senior Deputy Clerk (City Portion)	\$20/hr \$34/hr.
Deputy Clerk (City Portion)	\$10/hr \$15/hr. \$29.24/hr.
Chief Administrative Bailiff (City Portion)	\$15/hr \$24.28/hr
Chief Security Bailiff (City Portion)	\$15/hr \$24.48/hr
Security Bailiff (City Portion)	\$12/hr \$18/hr.
Chief Probation Officer (City Portion)	\$15/hr \$36.62/hr
Probation Officer (City Portion)	\$15/hr \$28.85/hr \$25/hr

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

FINANCE DEPARTMENT

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

BUILDING AND HOUSNG DEPARTMENT

Technical

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

Administrative

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

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

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

SERVICE DEPARTMENT

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

COMMUNITY CENTER

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

SWIMMING POOL & SPLASH PARK

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

MISCELLANEOUS

Clerk of Council	\$16,000	\$28,000 Per annum
Receptionist – Clerk	Minimum Wage/hr	\$25.00/hr
Law Clerk – Part Time	\$10.00/hr minimum wage/hr	\$17.00/hr
Office Assistant – Part Time	Minimum Wage/hr	\$16.00/hr
Part Time Seasonal Coordinator	Not to exceed \$796.00/week	
Part Time Seasonal Help	Minimum wage/hr.	\$17.00/hr.

Section 5: EXECUTIVE/ADMINISTRATIVE ASSISTANTS

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

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

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

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

BOARDS AND COMMISSIONS

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

BOARDS AND COMMISSIONS (continued)

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

Section 7: LONGEVITY

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

That in addition to their regular compensation, all full time employees with the exception of regular full time

members of the members of the Police, Fire, Service and Dispatch who are covered by a collective bargaining agreement shall be paid additional annual compensation for length of continuous service as follows:

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

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

Section 8: UNIFORM ALLOWANCES

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

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

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

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

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

Section 9: VACATIONS

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

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

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

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

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

(B) For the purposes of computing vacation to which an employee may be entitled, all employees shall have a common anniversary date of December 31. In order that no employees be penalized by reason of the common anniversary date, the following accrual periods shall be observed:

1. During the first year of employment, vacation will be earned at a rate of 1/6th of a week's vacation for each full month worked from the employee's date of hire to the common anniversary date.
2. During the fifth year of employment vacation will be earned at the rate of 1/4th of a week's vacation for each full month worked from the employee's fourth (4th) anniversary date to the common anniversary date.
3. During the twelfth year of employment, vacation will be earned at the rate of 1/3rd of a week's vacation for each full month worked from the employee's eleventh (11th) anniversary date to the common anniversary date.

date.

4. During the seventeenth year of employment, vacation will be earned at the rate of 5/12th of a week's vacation for each full month worked from the employee's seventeenth (17th) anniversary date to the common anniversary date.
5. During the twenty-fifth year of employment, vacation will be earned at the rate of 1/2th of a week's vacation for each full month worked from the employee's twenty-fourth (24th) anniversary date to the common anniversary date.

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

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

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

Section 10: SICK LEAVE

Sick Leave shall be provided in Codified Ord. 137.05 Chapter 137 as amended to-date or as provided in the Collective Bargaining Agreements.

Section 11: HOLIDAYS

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

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

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Fourth of July

Juneteenth
Labor Day
Thanksgiving Day
Christmas Day

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

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

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

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

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

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

Section 12: HEALTHCARE INSURANCE

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

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

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

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

Section 13: PROBATION PERIOD – WAITING PERIOD

12(a) Probation Period – The Probationary Period is considered the first 90 days of employment. All employees shall be considered to be probationary employees until they have completed their probationary period.

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

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

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

Section 15: EXPENSE

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

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

Section 15A: REIMBURSEMENT FOR APPROVED EDUCATIONAL COURSE COSTS.

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

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

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

Section 16: That Ordinance No. 16-22, the Ordinance fixing the salary, compensation and rates of pay for various offices, boards, commissions and departments of the Municipal Government and all other ordinances and resolutions or parts thereof which are in conflict or inconsistent with any provisions of this Ordinance be and the same are hereby repealed.

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

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

Passed this _____ day of _____, 2022.

Ruth I. Gray, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law



COME TOGETHER & THRIVE

Memorandum

To: Members of City Council

From: Keith Ari Benjamin, Director of Community Services

Re: Res 61-22 Maywood Road MCIP Agreement

Date: October 20, 2022

Resolution 61-22 authorizes the City to enter into a grant agreement with the Northeast Ohio Regional Sewer District. The City of South Euclid has secured a grant from the Member Community Infrastructure Grant Program (MCIP), through the Northeast Ohio Regional Sewer District in an amount of \$634,412.00 for the Maywood Road Infrastructure Improvement Project, Phase 2. The project will commence in 2023.

Please don't hesitate to let me or City Engineers Andy Blackley or Anthony DiRenzo know if you have any questions or need additional information.

Thank you.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 61-22
INTRODUCED BY: Gray
REQUESTED BY: Mayor

October 24, 2022

A RESOLUTION

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

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

WHEREAS, the project was selected to receive \$634,412.00 in funding from the Northeast Ohio Regional Sewer District Member Community Infrastructure Grant Program for the 2023 Maywood Road, Phase 2 Infrastructure Improvement Project; and

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

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

Section 1: That the Mayor is hereby authorized and directed to enter into a Member Community Infrastructure Grant Program Agreement with the Northeast Ohio Regional Sewer District in order to receive \$634,412.00 in funding for the 2023 Maywood Road Phase 2 Infrastructure Improvement Project and the agreement shall be in substantially the same form as attached hereto.

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

Section 5: That wherefore, this Resolution shall take effect and be in force from and after the earliest period allowed by law and upon signature of the Mayor, in order to allow this critical project to be completed.

Passed this _____ day of _____, 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

MEMBER COMMUNITY INFRASTRUCTURE GRANT PROGRAM AGREEMENT

BY AND BETWEEN

**NORTHEAST OHIO REGIONAL SEWER DISTRICT
AND**

**CITY OF SOUTH EUCLID
FOR**

MAYWOOD ROAD INFRASTRUCTURE IMPROVEMENT PROJECT, PHASE 2

THIS AGREEMENT (“Agreement”) is entered into as of the 1st day of January, 2023 (“Effective Date”), by and between the Northeast Ohio Regional Sewer District (“District”), a regional sewer district organized and existing as a political subdivision under Chapter 6119 of the Ohio Revised Code, pursuant to the authority of Resolution No. 251-22, adopted by the District’s Board of Trustees on August 4, 2022 (Exhibit “A”), and the City of South Euclid (“Member Community”), a municipality of the State of Ohio, acting pursuant to Ordinance No._____, passed on _____, 2022 (Exhibit “B”). The District and the Member Community may be collectively referred to herein as “Parties.”

RECITALS:

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

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

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

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

WHEREAS, in response to the District’s Request for MCIP Proposals, the

Member Community, a District member community, submitted an application for Maywood Road Infrastructure Improvement Project, Phase 2 (the "Project" or "MCIP Project"), attached hereto as Exhibit "D;"

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

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

Article 1. The MCIP Project

- 1.1 The MCIP Project. The Member Community will manage, design, procure and construct the MCIP Project, which generally consists of replacing 2,290 linear feet of sanitary sewer, replacing combined sewer manholes with pre-cast manholes, as well replacing catch basins and storm sewer service laterals, as set forth in Exhibit "D."
- 1.2 Performance Goal and Verification. The performance goal for the MCIP Project is set forth in Exhibit D. At the request of the District, the Member Community will provide data relevant to the project performance verification as set forth in Exhibit C. The Member Community agrees to provide the District with post-construction verification of the performance goal. Failure to do so may impact future grant awards.
- 1.3 Compliance with District's Code of Regulations. The MCIP Project shall be designed and constructed to ensure compliance with the District's Code of Regulations. The goal of the MCIP is to reduce water quality and quantity issues that impact human health and the environment associated with combined or separate sanitary and/or storm sewer infrastructure problems.
- 1.4 Permits and Approvals. The Member Community shall obtain and pay the cost of all required federal, state, and local approvals, including permits, necessary to initiate and complete the MCIP Project.
- 1.5 Affected Property Owners. The Member Community shall obtain all easements, rights of entry, and other necessary legal agreements with affected property owners to perform construction and to bind any successor in title to maintain compliance as required in this Agreement. The costs of

obtaining such legal agreements are eligible for MCIP fund reimbursement, if they are part of the proposal and approved by the District.

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

Article 2. Design and Construction of the MCIP Project

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

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

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

Article 3. Ownership, Operation, and Maintenance

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

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

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

Article 4. Project Costs and Funding

- 4.1 District Funds. The District agrees to pay the Member Community an amount not to exceed \$634,412.00 (the "District Funds") on a reimbursement basis, in accordance with the terms of this Article and Article 6. The anticipated reimbursement amount for calendar year 2023 is \$634,412.00. Yearly anticipated reimbursement amounts may only be altered in writing at the discretion of the District's Director of Watershed Programs. The District shall withhold five percent (5%) or \$31,720.60 of the District Funds until the District receives:
- a) final record drawings for the MCIP Project,
 - b) final report of audit prepared in connection with and specific to the Project,
 - c) a letter referencing the post-construction operation and maintenance plan.
- 4.2 Member Community Funds. The Member Community agrees to pay all MCIP Project costs that exceed the amount of the District Funds ("Member Community Funds"). Under no circumstance, shall the District be responsible for payment of any costs that, in aggregate, exceed the amount of the District Funds, including, but not limited to, differing site conditions or other unforeseen situations. Prior to the Member Community issuing a notice-to-proceed for any MCIP Project related work or service, the Member Community shall provide the District a copy of the certification by the Member Community's Finance Director that the Member Community Funds have been lawfully appropriated by the Member Community for the Project. This certification is attached hereto as Exhibit "E."
- 4.3 Use of District Funds - Reimbursement Requests and Quarterly Progress Reports. The District Funds must be used for activities and expenses approved by the District that are related to the MCIP Project accrued on or

after January 1, 2023 and in accordance with the project schedule requirements set forth in Article 6. In accordance with the provisions of this Agreement, the District shall reimburse the Member Community for eligible MCIP Project expenses based upon paid invoices, prepared and submitted by the Member Community to the District, in the form prescribed by the District, and including all supporting documentation as required by this Agreement and the MCIP Policy, Process, and Procedures, attached hereto as Exhibit "F."

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

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

- First Request: Due April 30, 2023 for work completed January 1, 2023– March 31, 2023;
- Second Request: Due July 31, 2023 for work completed April 1, 2023 - June 30, 2023;
- Third Request: Due October 31, 2023 for work completed July 1, 2023 – September 30, 2023;
- Fourth Request: Due January 31, 2024 for work completed October 1, 2023 – December 31, 2023;
- Fifth Request: Due April 30, 2024 for work completed January 1, 2024 – March 31, 2024;
- Sixth Request: Due July 31, 2024 for work completed April 1, 2024- June 30, 2024;
- Seventh Request: Due October 31, 2024 for work completed July 1, 2024 – September 30, 2024; and
- Eighth Request: Due January 31, 2025 for work completed October 1, 2024 – December 31, 2024.

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

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

4.4 Third Party Payments. The Member Community shall bear the risk and

remain solely responsible for any payments made by the Member Community to third parties for work not approved for reimbursement by the District.

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

Article 5. Public Participation and Outreach

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

Article 6. Project Schedule and Warranty Period.

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

Period the Member Community shall perform a CCTV inspection of the installed Project, if applicable, and provide a report to the District.

Article 7. Term.

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

Article 8. Insurance.

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

Article 9. Dispute Resolution.

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

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

District Representatives	Member Community Representatives
Director of Watershed Programs	City Engineer

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

District Representatives	Member Community Representatives
District Chief Legal Officer or CLO's designee	Law Director

- 9.3 Mediation. If the Parties remain unable to resolve the dispute within an additional ten (10) working days, the Parties shall proceed to mediation upon request by either party. The Parties shall mutually select a mediator who is experienced in public utility infrastructure engagements. The mediator shall review all documents and written statements, in order to accurately and effectively resolve the dispute. The mediator shall call a meeting between the Parties within ten (10) working days after the mediator appointment, which meeting shall be attended by at least the respective representatives in Article 9.2 above. The Parties shall attempt in good faith to resolve the dispute. The Parties agree to follow the Uniform Mediation Act, Chapter 2710 of the Ohio Revised Code. The Parties shall share the cost of the mediator equally.
- 9.4 Mediation Resolution. Such mediation shall be non-binding between the Parties and, to the extent permitted by law, shall be kept confidential. If the dispute is resolved and settled through the mediation process, the decision will be implemented by a written agreement signed by both Parties. If the dispute is unable to be resolved through mediation, the Parties agree to submit the dispute to the appropriate jurisdiction as per Article 10, Remedies, below.

Article 10. Remedies.

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

Article 11. Notifications.

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

District Representative	Member Community Representative
Grant Programs Administrator	City Engineer

Article 12. Release of Liability.

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

Article 13. Miscellaneous.

- 13.1 Limit of Commitment. This grant is made with the understanding that the District has no obligation to provide other or additional support, including maintenance of the Member Community's MCIP Project. This grant does not represent any commitment to, or expectation of, future support, including maintenance of the Member Community's MCIP project from the District.
- 13.2 Disclaimer of Joint Venture. This Agreement is not intended to create a joint venture, partnership or agency relationship between the Parties, and such joint venture, partnership, or agency relationship is specifically hereby disclaimed.
- 13.3 Authority to Execute. Each person executing this Agreement represents and warrants that it is duly authorized to execute this Agreement by the party on whose behalf it is so executing.
- 13.4 Counterpart Signatures. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but which counterparts when taken together shall constitute one Agreement.
- 13.5 Modification of Agreement. This Agreement may only be modified by written instrument executed by each party.

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

Article 14. Exhibits.

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

- Exhibit "A" – District Resolution
- Exhibit "B" – Member Community's Authorizing Ordinance
- Exhibit "C" – Request for MCIP Proposals
- Exhibit "D" – Member Community's MCIP Application

Exhibit "E" - Member Community's Certification of Funds
Exhibit "F" - MCIP Policy, Process, and Procedures

<< INTENTIONALLY LEFT BLANK >>

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

NORTHEAST OHIO REGIONAL SEWER DISTRICT

By: _____
Kyle Dreyfuss-Wells
Chief Executive Officer

and: _____
Darnell Brown, President
Board of Trustees

CITY OF SOUTH EUCLID

By: _____

The legal form and correctness of this instrument is approved.

By: _____
Assistant/Director of Law
CITY OF SOUTH EUCLID

Date: _____, 2022

This Instrument Prepared By:

Anka M. Davis
Assistant General Counsel
Northeast Ohio Regional Sewer District

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

[FOR DISTRICT USE ONLY]

AGREEMENT NO.

NORTHEAST OHIO REGIONAL SEWER
DISTRICT
WITH
CITY OF SOUTH EUCLID
FOR
2023 MEMBER COMMUNITY
INFRASTRUCTURE PROGRAM PROJECT:

MAYWOOD ROAD INFRASTRUCTURE
IMPROVEMENT PROJECT, PHASE 2

Total Approximate Cost: \$634,412.00

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

ERIC J. LUCKAGE
CHIEF LEGAL OFFICER

Date

CERTIFICATION

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

KENNETH J. DUPLAY
CHIEF FINANCIAL OFFICER

Date



COME TOGETHER & THRIVE

Memorandum

To: Members of City Council

From: Keith Ari Benjamin, Director of Community Services

Re: Res 62-22 Adopting the All Hazards Mitigation Plan for Cuyahoga County

Date: October 20, 2022

Resolution 62-22 adopts the Countywide All Hazards Mitigation Program for Cuyahoga County. The plan is updated every five years, and adoption by the City of South Euclid (and other county municipalities) is required to receive post-disaster Hazard Mitigation funds in the event of a disaster declaration. The current plan will be adopted through 2027.

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

Thank you.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO: 62-22
INTRODUCED BY: Gray
REQUESTED BY: Mayor

October 24, 2022

A RESOLUTION

APPROVING THE ADOPTION OF THE COUNTWIDE 2022-2027 ALL HAZARDS MITIGATION PLAN FOR CUYAHOGA COUNTY.

WHEREAS, the City of South Euclid, Cuyahoga County, Ohio is most vulnerable to natural and human-made hazards which may result in loss of life and property, economic hardship, and threats to public health and safety; and

WHEREAS, Section 322 of the Disaster Mitigation Act of 2000 (DMA 2000) requires state and local governments to develop and submit for approval to the President a mitigation plan that outlines processes for identifying their respective natural hazards, risks, and vulnerabilities; and

WHEREAS, the City of South Euclid acknowledges the requirements of Section 322 of DMA 2000 to have an approved Hazard Mitigation Plan as a prerequisite to receiving post-disaster Hazard Mitigation Grant Program funds; and

WHEREAS, the Cuyahoga County 2022-2027 All-Hazards Mitigation Plan has been developed by the Cuyahoga County Office of Emergency Management in cooperation with other county departments, and officials and citizens of the City of South Euclid; and

WHEREAS, a public involvement process consistent with the requirements of DMA 2000 was conducted to develop the Cuyahoga County 2022-2027 All-Hazards Mitigation Plan; and

WHEREAS, the Cuyahoga County 2022-2027 All-Hazards Mitigation Plan recommends mitigation activities that will reduce losses to life and property affected by both natural and manmade hazards that face the County and its municipal governments.

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

Section 1: The Cuyahoga County 2022-2027 All-Hazards Mitigation Plan as approved and amended as required in the future is hereby adopted as the official Hazard Mitigation Plan of the City of South Euclid.

Section 2: The respective officials and agencies identified in the implementation strategy of the Cuyahoga County 2022-2027 All-Hazards Mitigation Plan are hereby directed to implement the recommended activities assigned to them.

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 3: That this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the reason that the general fund balance is being depleted. Wherefore, this Resolution shall take effect and be in force from and after the earliest period allowed by law and upon signature of the Mayor.

Passed this _____ day of _____, 2022.

Ruth I. Gray, President of Council

Approved:

Georgine Welo, Mayor

Attest:

Keith A. Benjamin, Clerk of Council

Approved as to form:

Michael P. Lograsso, Director of Law



COME TOGETHER & THRIVE

Memorandum

To: Members of City Council

From: Keith Ari Benjamin, Director of Community Services

Re: Res 63-22 Lake Erie Stormwater Stewards Program Memorandum of Understanding.

Date: October 20, 2022

Resolution 63-22 authorizes the Mayor to enter into a memorandum of understanding with the Chagrin River Watershed Partners, Cuyahoga Soil and Water Conservation District and the Central Lake Erie Basin Collaborative Partners to implement the "Lake Erie Stormwater Rebate Program"

The program will provide rebates to interested in installing Rain Gardens or Rain Barrels on their single-family residential property. The city's contribution to the program is \$15,000, which is expected to provide rebates towards the installation of up to 25 rain barrels and five rain gardens.

Please don't hesitate to contact Service Director Jim Anderson or me if you have any questions or need additional information.

Thank you.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO: 63-22
INTRODUCED BY: Gray
REQUESTED BY: Mayor

October 24, 2022

A RESOLUTION

AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH CHAGRIN RIVER WATERSHED PARTNERS (CRWP), CUYAHOGA SOIL AND WATER CONSERVATION DISTRICT (CSWCD) AND THE CENTRAL LAKE ERIE BASIN COLLABORATIVE PARTNERS (CLEB) TO IMPLEMENT THE LAKE ERIE STORMWATER REBATE PROGRAM.

WHEREAS, The Central Lake Erie Basin Collaborative Partners (CLEB) is a group of Northern Ohio watershed organizations that work cooperatively to preserve and restore the region's watersheds and Lake Erie, including Bluestone Conservation, which serves the City of South Euclid and surrounding communities.
; and

WHEREAS, the Chagrin River Watershed Partners (CRWP) is a non-profit corporation that preserves and enhances the scenic and environmental quality of the ecosystem of the Chagrin River, Lake Erie and other Ohio watersheds. CRWP assists members and partner watershed organizations with addressing current, and minimizing new, flooding, erosion, and water quality problems through better planning, zoning, and land use controls and practices.

WHEREAS, the City of South Euclid acknowledges the requirements of Section 322 of DMA 2000 to have an approved Hazard Mitigation Plan as a prerequisite to receiving post-disaster Hazard Mitigation Grant Program funds; and

WHEREAS, Cuyahoga Soil and Water Conservation District (CSWCD) is a partner of CRWP in its watershed protection and restoration work through the CLEB; and

WHEREAS, the City desires to enter into an agreement with CRWP, in partnership with CSWCD and the CLEB, to serve as a host community for the Lake Erie Stormwater Stewards Rebate Program; and

WHEREAS, the Program includes providing rebates to single-family homeowners that live within the City who install new stormwater control measures (hereafter referred to as SCMs) on their property that follow all program criteria. The SCMs included during this contract period are rain barrels and rain gardens. Target amounts for each SCM installation during the contract period are twenty-five (25) rain barrels and five (5) rain gardens. These numbers are subject to change based on resident participation.

WHEREAS, the City will provide CRWP with \$15,000 in funding for the administration and implementation of the Program for the contract period.

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

Section 1: The Mayor is hereby authorized to enter into an agreement with Chagrin River Watershed Partners (CRWP), Cuyahoga Soil And Water Conservation District (CSWCD) and The Central Lake Erie Basin Collaborative Partners (CLEB) to implement The Lake Erie Stormwater Rebate 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: That this Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the reason that the general fund balance is being depleted. 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



MEMORANDUM OF UNDERSTANDING
Lake Erie Stormwater Stewards Rebate Program

The City of South Euclid Project Contact, Address, Telephone, and E-Mail:

Mayor Georgine Welo, 1349 South Green Road, 216.381.0400 & mayor@seuclid.com

CRWP Project Contact, Address, Telephone, and E-Mail:

Kaylee Acres, P.O. Box 229, Willoughby, Ohio 44096, 440.975.3870 ext. 1009, & kacres@crwp.org

Contract Period:

October 25, 2022 – December 31, 2023

SECTION A: PURPOSE AND BACKGROUND

The purpose of this contract is to formalize the relationship between The City of South Euclid (hereafter referred to as the City) and Chagrin River Watershed Partners, Inc. (hereafter referred to as CRWP) in partnership with Cuyahoga Soil and Water Conservation District (hereafter referred to as CSWCD) and the Central Lake Erie Basin Collaborate partners (hereafter referred to as CLEB) regarding the administration of the Lake Erie Stormwater Stewards Rebate Program (hereafter referred to as the Program).

The parties to this contract hereby recognize the following background to this contract:

1. The CLEB is a group of Northern Ohio watershed organizations that work cooperatively to preserve and restore the region's watersheds and Lake Erie, including Bluestone Conservation, which serves the City of South Euclid and surrounding communities.
2. CRWP is a non-profit corporation that preserves and enhances the scenic and environmental quality of the ecosystem of the Chagrin River, Lake Erie and other Ohio watersheds. CRWP assists members and partner watershed organizations with addressing current, and minimizing new, flooding, erosion, and water quality problems through better planning, zoning, and land use controls and practices.
3. CSWCD is a partner of CRWP in its watershed protection and restoration work through the CLEB.
4. The City has agreed to enter into an agreement with CRWP, in partnership with CSWCD and the CLEB, to serve as a host community for the Lake Erie Stormwater Stewards Rebate Program.
5. The Program includes providing rebates to single-family homeowners that live within the City who install new stormwater control measures (hereafter referred to as SCMs) on their property that follow all program criteria. The SCMs included during this contract period are rain barrels and rain gardens. Target amounts for each SCM installation during the contract



period are twenty-five (25) rain barrels and five (5) rain gardens. These numbers are subject to change based on resident participation.

SECTION B: THE CITY OF SOUTH EUCLID COMMITMENTS

Under this contract, the City agrees to the following:

1. Utilize CRWP for the administration, development, and implementation of the Program.
2. Include CRWP in meetings and presentations related to the Program and provide CRWP with any supporting material necessary to fulfill the above commitments.
3. Provide assistance with marketing and outreach for the Program.
4. The City will provide CRWP with \$15,000 in funding for the administration and implementation of the Program for the contract period. The following is a breakdown of the City's funding for this Program:
 - a. \$4,735 to support Program coordination costs. Coordination costs include CRWP staff time to administer and implement the Program (anticipated cost of \$3,269), mileage costs charged at the federal rate associated with Program implementation (anticipated cost of \$866), and funds for supplies to administer the Program including printing and mailings (anticipated cost of \$600).
 - b. \$10,265 to provide rebates and signage for approved program participants.
5. Review CRWP documents associated with the Program and ensure they meet the requirements of the City.
6. The City will seek review and approval from their legal counsel and municipal engineer as needed. The City will provide contact information for the City's legal and engineering representatives to CRWP.
7. Waive any review or permitting fees associated with the installation of rain barrels or rain gardens for Program participants.

SECTION C: CRWP COMMITMENTS

Under this contract, CRWP agrees to the following:

1. Administer the Program through rebate approval and issuance of funds provided by the City.
2. Develop Program materials in coordination with the CLEB and the City, including education and outreach materials, webpages, applications, guidelines, and signage.



3. Conduct education and outreach for the Project in partnership with the City and the CLEB.
4. Conduct stormwater consultations on properties to determine Program eligibility.
5. Review Program applications and supplemental materials submitted by participants to ensure SCMs are installed in compliance with Program criteria.
6. Conduct post installation review and site visits (where applicable) to confirm SCMs are installed in an appropriate manner and comply with Program criteria.
7. Track Program participation and share progress towards target numbers of SCMs installed and rebates issued with the City.
8. CRWP will use \$10,265 of the City funds towards issuing rebates and Program signage for approved SCMs. Signage is to be designed and ordered by CRWP in coordination with the CLEB and the City.
9. Perform its obligations under this contract on a timely basis and as necessary to enable the City to perform its obligations under the contract.

SECTION D: CSWCD COMMITMENTS

Under this contract, CSWCD agrees to the following:

1. Assist with administration of the Program in coordination with CRWP and partners.
2. Assist with development of Program materials in coordination with CRWP, the City, and partners.
3. Assist with education and outreach for the Program in coordination with CRWP, the City, and partners.
4. Assist with conducting stormwater consultations on properties to determine Program eligibility.
5. Assist with conducting post-installation review and site visits (where applicable) to confirm SCMs are installed in an appropriate manner and comply with Program criteria.



SECTION F: SPECIFIC PROGRAM REQUIREMENTS

1. Each party to this agreement will take responsibility for their own acts of negligence or omission and shall be liable for any personal injury or damage to real property or tangible personal property, caused by its or its agents', successors' or assigns' fault or negligence in the performance of services under this contract.
2. Each party must comply with all laws and be responsible for all effects or actions resulting from its performance under this contract.
3. This contract shall incorporate the requirements of the Program.

SECTION G: PAYMENTS

1. The City hereby offers funding of \$15,000 for CRWP to complete the administration, implementation, and education and outreach activities detailed above for the Program. The City will deposit these funds with CRWP within 30 days of being invoiced by CRWP. CRWP will invoice the City upon full execution of this contract.
2. CRWP will use \$10,265 of the City funding to issue rebates and provide signage for a target goal of twenty-five (25) rain barrels and five (5) rain gardens. These target goals are subject to change based on Program participation within the budget funds provided by the City. If the target number of rebates is not met within contract period, CRWP will return remaining funds to the City.

SECTION H: GENERAL TERMS AND CONDITIONS

1. The City, CRWP and Cuyahoga SWCD may modify this contract by mutual written agreement.
2. CRWP agrees it will fully cooperate with the State Equal Employment Opportunity Coordinator, with any other official or agency of the State or Federal Government which seeks to eliminate unlawful employment discrimination, and with all other State and Federal efforts to assure equal employment practices. CRWP shall comply promptly with all requests and directions from the state of Ohio or any of its officials and agencies in this regard, both before and during performance.
3. If the City and/or CRWP fail to perform its obligations under this contract and do not cure such non-performance within thirty (30) days after receipt of written notice of such non-performance, the party that asserted the non-performance may terminate this contract or determine that such failure does not warrant termination. In either case, CRWP may require the City to reimburse for any work performed in accordance with this contract up until the termination of this contract.



4. CRWP, the City or Cuyahoga SWCD may terminate this contract, in whole or in part, without liability, if either party determines that continued operation of this contract will result in the violation of a Federal statute or regulation, or that termination would be in the public interest.
5. This contract shall be carried out in accordance with all applicable Local, State, and Federal statutes and regulations.
6. Any and all disputes arising under this contract shall be brought in a court of competent jurisdiction in Cuyahoga County, Ohio.

SECTION I: NOTICE

All notices or communications concerning this Contract shall be in writing and delivered to the following:

To South Euclid:

Mayor Georgine Welo
Mayor
1349 South Green Road
South Euclid, Ohio 44121
mayor@seuclid.com

With copies to:

Jim Anderson
Service Director
1349 South Green Road
South Euclid, Ohio 44121
janderson@seuclid.com

Keith A. Benjamin
Director of Community Development
1349 South Green Road
South Euclid, Ohio 44121
kbenjamin@seuclid.com

To CRWP:

Mr. William Tomko
Board President
Chagrin River Watershed Partners, Inc.
P.O. Box 229
Willoughby, OH 44096

With a copy to:

Kaylee Acres
Watershed Education & Outreach Specialist
Chagrin River Watershed Partners, Inc.
P.O. Box 229
Willoughby, OH 44096
kacres@crwp.org



Date

To CSWCD:

[Name]
[Title]
[Address]
[Email]

With a copy to:
Kate Chapel
Watershed Coordinator
3311 Perkins Avenue, Suite 100
Cleveland, OH 44114
kchapel@cuyahogawcd.org

SECTION H: CONTRACT EFFECTIVE DATE

This contract is effective when signed by the City, CRWP, and CSWCD. Except as otherwise provided for herein, this contract may not be terminated or modified unless by mutual written agreement between the parties. In the event that a statute is enacted during the period of this contract that would materially change the terms and conditions of this contract, CRWP may require the City to elect between modifying this contract consistent with the provisions of such statute or contract termination.

The following organizations acknowledge receipt of this contract from CRWP and agree to its terms and conditions.

_____ Date _____
William A. Tomko, Board President
Chagrin River Watershed Partners, Inc.

_____ Date _____
Georgine Welo, Mayor
The City of South Euclid]

_____ Date _____
[Member or Partner Signatory]
[Title, Cuyahoga Soil and Water Conservation District

APPROVED AS TO LEGAL FORM:

_____ Date _____
[Name]
[Title]



COME TOGETHER & THRIVE

Memorandum

To: Members of City Council

From: Keith Ari Benjamin, Director of Community Services

Re: Res 64-22 Annual County Fiscal Officer Tax Advance Request

Date: October 20, 2022

Res. 64-22 is the annual Tax Advance Resolution. This Resolution allows the County to collect tax revenue for 2022 and provide the advance collection of that revenue to the City. This is standard yearly housekeeping resolution.

Please don't hesitate to contact Finance Director Himmelein if you have any questions or need additional information.

Thank you.

Thank you.

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO: 64-22
INTRODUCED BY: Gray
REQUESTED BY: Mayor

October 24, 2022

A RESOLUTION

REQUESTING FROM THE COUNTY FISCAL OFFICER A TAX ADVANCE FROM THE PROCEEDS OF THE 2022 TAX YEAR COLLECTION; AND DECLARING AN EMERGENCY.

WHEREAS, the municipality annually requests a Tax Advance from the Cuyahoga County Fiscal Officer to fund municipal activities.

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

Section 1: That the County Fiscal Officer be, and he is hereby, authorized and directed to pay to the Director of Finance of the City of South Euclid, Ohio, all monies now in the hands, and that may hereafter come into the hands, of the County Treasurer which are payable to the City of South Euclid from the proceeds of the 2022 tax year collection, including revenues from real property taxes.

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 declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the reason that the general fund balance is being depleted. 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