

THE CITY OF SOUTH EUCLID
SCHEDULE OF MEETING

Monday, January 9, 2023
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** December 12, 2022
4. **REPORT OF MAYOR & DEPARTMENT HEADS**
5. **REPORT OF LAW DIRECTOR**
6. **REPORT OF SCHOOL DISTRICT**
7. **PUBLIC HEARINGS (OPEN MEETING) RELATED TO AGENDA ITEMS**
8. **MOTION TO APPOINT A COUNCIL MEMBER TO THE LANDMARK COMMISSION FOR 2023.**
9. **REPORT OF COUNCIL COMMITTEES**

Committee of the Whole

1. Ordinance 22-22 Fixing the salary range, compensation and rates of pay for various offices, boards, commissions and departments of the municipal government, repealing Ordinance 18-22 adopted October 24, 2022, and all other ordinances or parts of ordinances inconsistent herewith; and declaring an emergency. **Second Reading.**

10. LEGISLATION REQUESTED BY CITY COUNCIL

- 1. Resolution 01-23 Setting the dates for the City of South Euclid’s regularly scheduled Council Meetings in 2023. First Reading.

- 2. Resolution 02-23 Excusing council members’ absences from Council Meetings during the year 2022. First Reading.

11. LEGISLATION REQUESTED BY THE MAYOR AND ADMINISTRATION

- 1. Resolution 03-23 Authorizing the Mayor to enter into a Wildlife Management Service Agreement with White Buffalo Inc., for Year Two of the Deer Sterilization Program; and declaring an emergency. First Reading.

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

13. COMMUNICATIONS OF CITY COUNCIL

14. ADJOURN

CITY OF SOUTH EUCLID, OHIO

ORDINANCE NO.: 22-22
 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. 18-22 ADOPTED OCTOBER 24, 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. For the current Law Director through December 31, 2023, all such income shall be considered earned income for the purposes of OPERS withholding.

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)	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	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.

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

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.

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 19-22, 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

Approved:

Georgine Welo, Mayor

Attest:

Keith A. Benjamin, Clerk of Council

Approved as to form:

Michael P. Lograsso, Director of Law

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 01-23
INTRODUCED BY: Gray
REQUESTED BY: Gray

January 9, 2023

A RESOLUTION

SETTING THE DATES FOR THE CITY OF SOUTH EUCLID'S REGULARLY SCHEDULED COUNCIL MEETINGS IN 2023.

WHEREAS, Section 4 of Article II of the Charter of the City of South Euclid, Ohio directs the Council of the City to prescribe by ordinance the number of regular meetings of Council per month as well as the time and place of such meetings; and

WHEREAS, Section 111.01 of the Codified Ordinances of the City of South Euclid states that regular meetings of Council shall take place on the second and fourth Monday of each month, excluding the month of August, at 8:00 p.m. and may be held and attended by either means of teleconference, video conference, or any other similar electronic technology or in person at a designated location within the City of South Euclid; and

WHEREAS, the Council of the City of South Euclid wishes to reschedule the regularly scheduled City Council meetings if and when a City Council meeting falls on an observed holiday and provide the public with an advance schedule of regularly scheduled City Council meetings, adjusted for observed holidays and other provisions during 2023.

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

Section 1: That the dates for the regularly scheduled City Council meetings for the year of 2023, for the City of South Euclid, Ohio, shall be as follows:

January 9, 2023
January 23, 2023
February 13, 2023
February 27, 2023
March 13, 2023
March 27, 2023
April 10, 2023
April 24, 2023
May 8, 2023
May 22, 2023
June 12, 2023
June 26, 2023
July 10, 2023
July 24, 2023
September 11, 2023
Tuesday, September 26, 2023 (moved for Yom Kippur)
Tuesday, October 10, 2023 (moved for Columbus Day/Indigenous People's Day)
October 23, 2023
November 13, 2023
November 27, 2023
December 11, 2023 (one meeting in December).

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

Section 3: That this Resolution is deemed to be an emergency measure necessary for the immediate preservation for the public peace, health, and safety and for further reason that a vital function of the municipal government is effected hereby. 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 _____, 2023.

Ruth I. Gray, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO: 02-23
INTRODUCED BY: Gray
REQUESTED BY: Gray

January 9, 2023

A RESOLUTION

EXCUSING COUNCIL MEMBERS' ABSENCE FROM COUNCIL MEETINGS DURING THE YEAR 2022.

WHEREAS, during the year 2022, certain members of Council have been absent from various meetings of the Council and a list of such absences is attached hereto, marked "EXHIBIT A" and made a part thereof; and

WHEREAS, the Council deems that such absences were for just cause and should be excused; and

WHEREAS, instead of passing a Resolution for each justifiable absence as same occurred, Council has chosen to wait until the end of the year and excuse all justifiable absences by one Resolution.

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

Section 1: That the various absences of Council Members from meetings of the Council of the City of South Euclid, Ohio, during the year 2022, as shown by "EXHIBIT A", hereto attached and made a part thereof, by and the same are hereby excused.

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.

Passed this _____ day of _____, 2023.

Ruth I. Gray, President of Council

Attest:

Approved:

Keith A. Benjamin, Clerk of Council

Georgine Welo, Mayor

Approved as to form:

Michael P. Lograsso, Director of Law

CITY OF SOUTH EUCLID, OHIO

EXHIBIT "A"

MARCH 28, 2022	SARA CONTINENZA, JUSTIN TISDALE
MAY 9, 2022	JOHN FAHSBENDER
JUNE 27, 2022	CHANELL ELSTON
JULY 11, 2022	JOE FRANK, JUSTIN TISDALE
JULY 25, 2022	JOE FRANK
OCTOBER 11, 2022	JOE FRANK
OCTOBER 24, 2022	JUSTIN TISDALE
NOVEMBER 14, 2022	SARA CONTINENZA
DECEMBER 12, 2022	JOHN FAHSBENDER

CITY OF SOUTH EUCLID, OHIO

RESOLUTION NO.: 03-23
INTRODUCED BY: Gray
REQUESTED BY: Mayor

January 9, 2023

A RESOLUTION

AUTHORIZING THE MAYOR TO ENTER INTO A WILDLIFE MANAGEMENT SERVICE AGREEMENT WITH WHITE BUFFALO INC. FOR YEAR TWO OF THE DEER STERILIZATION PROGRAM, AND DECLARING AN EMERGENCY.

WHEREAS, the Mayor and Council, in order to reduce health and safety risks and property damage associated with white-tailed deer populations, wish to adopt a Wildlife Management Service Agreement for Year Two of the Deer Sterilization Pilot Program.

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

Section 1. That the Mayor is hereby authorized to enter into a Wildlife Management Service Agreement with White Buffalo Inc., for Year Two of the Deer Sterilization Pilot Program (agreement attached).

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

Passed this _____ day of _____, 2023.

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

WILDLIFE MANAGEMENT SERVICE AGREEMENT

This WILDLIFE MANAGEMENT SERVICE AGREEMENT (the "Agreement"), made as of this 22nd day of December 2022, is entered into by the City of South Euclid, Ohio, (the "City"), an Ohio municipal corporation, whose mailing address is 1349 South Green Road, South Euclid, Ohio 44121 and White Buffalo Inc., (the "Provider"), a Connecticut nonprofit corporation with its principal place of business at 6B Kings Hwy, Chester, Connecticut 06412.

INTRODUCTION

WHEREAS, the City has determined that there is an excessive local deer population within the municipal boundaries of South Euclid which constitutes a hazard to the health and welfare of the citizens and residents of the City, and a threat to the habitat of the City; and,

WHEREAS, the Provider is experienced in and engaged in the business of providing wildlife management services, including without limitation surgical sterilization and culling services designed to control localized deer populations; and,

WHEREAS, the City desires to retain the wildlife management services of the Provider and the Provider desires to perform certain wildlife management services for the City.

WHEREAS, the City Mayor is authorized to execute the attached agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

1. Services of the Provider.

a) The Provider agrees to perform the services for the City with authorization from the Ohio Department of Natural Resources ("ODNR") as set forth in Schedule A attached hereto and completely incorporated as part of this Agreement as if fully set forth herein.

b) The services and projects described in Schedule A are hereafter referred to as the "Designated Services". The Provider will provide Jason R. Boulanger, Ph.D. to supervise the provision of Designated Services. The Provider shall be solely responsible for ensuring the full and proper completion of the Designated Services and shall devote whatever time and attention is necessary to reasonably ensure the performance of the Designated Services in a professional and competent manner.

c) The Provider represents that it is a corporation duly organized and existing in good standing under the laws of the State of Connecticut and is authorized to do business in the state of Ohio. The Provider further represents that it, and its employees and agents performing Designated Services are duly licensed, certified and/or registered as may be necessary to provide such Designated Services to the City. The Provider covenants and represents that all Designated Services will be performed in full compliance with any and all applicable federal, state and local laws, statutes, rules, regulations and ordinances including without limitation any and all requirements of the ODNR.

2. Term. This Agreement shall commence upon the effective date of this agreement and expire on December _____, 2022.

3. Compensation. In consideration of the performance by the Provider of Designated Services, the City shall pay to the Provider the Project Fees set forth in Schedule A. The payment of any other expenses must first be approved in writing by City. Within 30 days of receipt of invoice detailing hours spent and expenses, payment shall be made to the Provider.

4. Termination.

a) The Provider shall have the right, without prejudice to any other right or remedy it may have, to terminate any or all of its Designated Services if:

(1) the provision of the Designated Services as set forth in Schedule A is disrupted to the extent it makes it impossible or impractical to perform such services;

(2) the Provider believes that the Designated Services cannot be performed safely; or

(3) the City fails to provide the assistance to the Provider as defined in Schedule A. Upon such termination by the Provider, the Provider shall be entitled to the termination fee as set forth in Schedule A.

b) The City shall have the right, without prejudice to any other right or remedies it may have, to terminate this Agreement with respect to all or any Designated Services at any time; provided that the Provider shall be paid for all unpaid Designated Services performed as of such termination date, and provided further that the City shall be entitled to a refund of any fees paid in advance which are unearned as of such termination date.

5. Independent Contractor Status.

a) The Provider shall perform all services under this Agreement as an "independent contractor" of the City.

b) The Provider shall have the right to employ any person or persons to perform the services under this Agreement or to otherwise assist the Provider, and all such persons shall be trained and paid by the Provider. The Provider shall carry all insurance with respect to its employees and agents as may be required by applicable law including without limitation workers' compensation insurance and shall pay and withhold all required federal, state and local taxes, unemployment, disability and other insurance premiums, all applicable social security taxes, and all other taxes or expenses incurred or due and payable by reason of the Provider's employment of such employees.

c) The City agrees that the Provider, as an independent contractor, shall be entitled to exercise such discretion and judgment in the provision of the Designated Services as necessary to fulfill and comply with the requirements set forth in this Agreement.

d) The parties agree that the City will not provide the Provider, its principals, agents, or employees any benefit, coverages or privileges, including, without limitation, social security, profit-sharing, 401(k), unemployment, workers' compensation, disability, medical insurance, life insurance or pension benefits, that the City might provide to employees of the City. Unless otherwise required by law, the City does not intend and shall have no obligation to the Provider to withhold any sums due the Provider for, and the Provider retains all obligations and liability relating to the payment of the Provider's federal, state and local income employment taxes, and the Provider shall hold the City harmless from any failure on the Provider's part to meet its obligations pursuant to this Section 5.

e) The Provider is not authorized to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the City or to bind the City in any manner.

f) The Provider agrees it shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts.

(1) To discharge or refuse to hire any individual because of their race, creed, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.

(2) To discriminate against any individual in terms, conditions, or privileges of employment because of their race, creed, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.

6. Insurance.

a) The Provider shall procure and maintain for the duration of this Agreement, at its expense, insurance against claims for injury to persons and damage to property which may arise from or in connection with the Designated Services undertaken by the Provider pursuant to this Agreement.

Coverage shall be in the following form and amounts:

- General Liability: Coverage in the amount of \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability: Coverage in the amount of \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

Such insurance shall require that the City be notified at least 10 days in advance of the cancellation thereof.

b) The Provider shall furnish the City with a certificate or certificates of insurance naming the City as an additional insured and evidencing the coverage required prior to commencing any Designated Services and from time to time as may be reasonably requested by the City. If the Provider fails to obtain the insurance listed in Paragraph 6(a) above, the City shall have the right to terminate this Agreement.

c) All the insurance policies provided by the Provider will include the requirement that the insurance company deliver to the City at least thirty (30) days written notice in the event that the policy is to be terminated for any reason.

7. Indemnification.

a) The Provider agrees to indemnify, defend, and save the City and its officers, employees, and agents forever harmless from and against, and to promptly make payment for any and all losses, damages, expenses (including, without limitation, court costs,

amounts paid in settlement, judgments, reasonable attorney fees or other expenses for investigating and defending, including, without limitation, those arising out of the enforcement of this Agreement), suits, actions, claims, deficiencies, liabilities or obligations sustained or incurred by the City as a result of the Provider's performance of the Designated Services described herein, except for those sustained or incurred based on allegations that the Designated Services provided herein are unauthorized or illegal.

8. Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective upon personal delivery or upon deposit in the United States Post Office, by registered or certified mail, postage prepaid and addressed as follows:

If to City: Mayor Georgine Welo
City of South Euclid
1349 South Green Road
South Euclid, OH 44121

With a copy to: Sunny M. Simon
Cuyahoga County Council
2079 East 9th Street – 8th Floor
Cleveland, Ohio 44115

If to Provider: Dr. Jason Boulanger
6B Kings Hwy
Chester, CT 06412

With a copy to: Dr. Anthony DeNicola
26 Davison Road
Moodus, CT 06469

10. Pronouns. Whenever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular forms of noun and pronouns shall include plural and vice versa.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether written or oral relating to the subject matter of this Agreement. No representation, promise, inducement or statement of intention not set forth in this Agreement has been made by or on behalf of either party hereto.

12. Amendment. This Agreement may be amended or modified only by a written instrument executed by both the City and the Provider.

13. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Ohio.

14. Venue. It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Supreme Court of Cuyahoga County, Ohio.

15. Attorney Fees. If suit, action, or arbitration is brought either directly or indirectly, the party against whom judgment is made agrees to pay reasonable attorney's fees incurred in such proceeding, as well as costs and disbursements as ordered by a court of competent jurisdiction.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of both parties and their respective permitted successors, assigns and other legal representatives. Neither this Agreement nor the rights arising hereunder shall be assignable by either of the parties hereto to any third party without the prior written consent of the other party to this Agreement.

17. No Third Party Beneficiaries. Nothing in this Agreement shall be deemed or constructed as creating or granting any benefits or rights to third parties or as an admission of liability by either the City or the Provider. Furthermore, nothing in this Agreement shall be constructed as a waiver of any of the City's immunities or defenses under state or federal law.

18. Miscellaneous.

a) No waiver by either party of any right, condition, term or provision of this Agreement shall operate as a waiver of any preceding or subsequent right, condition, term or

provision hereof. A waiver or consent given by either party on any one occasion shall not be construed as a bar or waiver of any right of such party on any other occasion.

b) The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

WHITE BUFFALO, INC.

CITY OF SOUTH EUCLID, OHIO

By: _____
Jason Boulanger, President

By: _____
Georgine Welo, Mayor

Date: _____

Date: _____

WILDLIFE MANAGEMENT SERVICE AGREEMENT

SCHEDULE A

1) **Project.** Pursuant to the terms and conditions of the Wildlife Management Service Agreement by and between the City and the Provider, the Provider agrees to perform the following services for the City for sterilization efforts:

a) Capture ≤ 50 female deer using drop-netting and remote immobilization (darting) techniques and surgically sterilize said female deer via ovariectomy by a licensed veterinarian. Areas for treatment include the original sterilization area plus an additional ~ 0.75 mile² area north of Rt. 322 as depicted in Appendix A. All sterilized animals will be fitted with livestock ear tags and a sample of 10 adult does will be collared with SigFox geolocation technology from areas generally distributed throughout the original and additional sterilization zones. Three electric devices will be placed within in the study area to digitally receive and transmit the location information of each collared deer to project staff. The Provider will use trail cameras to assist with population monitoring.

b) The capture, handling, and treatment of deer is authorized by ODNR to begin on January 16, 2022. All activities should fully consider the health and well-being of deer during the capture and handling process.

c) The Provider must notify the City as well as ODNR on each day that capture activities will occur.

d) Properties where capture activities are to occur must be open to inspection by appropriate ODNR personnel and City Law Enforcement at any reasonable time.

e) The age and sex of each deer captured must be recorded by the Provider.

f) All Provider personnel, including but not limited to scientists, veterinarians, field technicians must carry with them at all times when involved with any aspect of the project a copy of the relevant permit from ODNR.

g) Both the City and the Provider must maintain regular contact with ODNR staff throughout implementation of all aspects of the project. Mr. Geoffrey Westerfield, Wildlife Biologist designated as the local ODNR contact, is available at (330) 644-2293.

h) A final report detailing the results of the sterilization effort must be provided to the City and ODNR by April 15, 2022, and must include: the number of deer captured (by method and location), the number of deer treated, the condition of each animal upon release and the total man-hours of effort.

i) The City hereby covenants that it has obtained all necessary approval from the ODNR for the performance of the Designated Services set forth in this Agreement.

j) In the event of a conflict between documents contained in Exhibit A.1, the language contained in the Wildlife Management Service Agreement shall control.

Compensation. The fees for the Project ("Project Fees") shall be as follows:

1. PRE-IMPLEMENTATION PHASE (includes planning meetings, bait site selection, bait site preparation, and pre-baiting with the aid and assistance of another contractor, if engaged by the City): \$125.00 per hour for project manager, plus those expenses described in A.1 of this Agreement.
2. IMPLEMENTATION PHASE (includes capture, sterilization, data collection as requested, and final report): \$155.00 per hour for senior scientist, \$150.00 per hour for veterinarian, \$125.00 per hour for project manager, and \$115.00 per hour for wildlife biologist performing such services, plus those expenses described in A.1 of this Agreement.

Including the above expenses, the total amount of compensation paid to Provider shall not exceed \$ 85,000. The total compensation is separate and distinct from the number of deer captured and sterilized.

3. **Termination Fee.** In the event the Provider terminates the Agreement pursuant to Paragraph 4 of the Agreement, the Provider shall be compensated for work completed and all expenses incurred up until the date of termination.

4. **Cost of Delay.** In the event that Provider's ability to capture or sterilize deer after arriving in South Euclid is disrupted continuously for more than twenty-four (24) hours as a result of any action taken by any person who is opposed to the Designated Services contemplated herein, it is hereby agreed that the City will pay the Provider \$1,500.00/day for each day the Provider is unable to perform under the Agreement due to such disruption, up to a maximum of \$6,000.00, to help defray the cost associated with such delays.

5. **Project Scope.** The goal of the Project is to capture and surgically sterilize ≤ 50 female deer within the City. The obligations of this Agreement, however, including but not limited to payment of the Project Fees, are separate and distinct from this goal and the parties agree to perform all of their obligations regardless of the number of white-tailed deer finally sterilized by the Completion Date of the Project.

ATTEST

Agreed to by the City:

CITY OF SOUTH EUCLID, OH

By: _____

Georgine Welo, Mayor

Date:

Date:

ATTEST OR WITNESS

Agreed to by the Provider:

WHITE BUFFALO, INC.

By: _____

Jason Boulanger, President

Date:

Date:

Appendix A

Year 2 Expanded Sterilization Area 2022/23. Red outline reflects the expanded sterilization area. Green outline represents sharpshooting only area. Blue outline depicts control area for collaring.

