

**AGENDA  
EUCLID CITY COUNCIL MEETING  
MONDAY, MARCH 17, 2014 AT 7:00 PM  
EUCLID MUNICIPAL CENTER COUNCIL CHAMBER**

**PERMISSIBLE PRELIMINARIES:**

**FIRST GAVEL**

**PLEDGE OF ALLEGIANCE**

**EUCLID CITY COUNCIL MEETING BUSINESS:**

**SECOND GAVEL**

**ROLL CALL OF MEMBERS**

**COMMUNICATIONS:**

**COUNCIL MINUTES:** March 3, 2014

**ADMINISTRATION REPORTS & COMMUNICATIONS:**

**REPORTS & COMMITTEE MINUTES:** 2013 Annual Fire Report  
Police Report – January 2014  
Board of Control: 2/24/14; 3/3/14

**COMMITTEE OF THE WHOLE FOR LEGISLATIVE MATTERS ONLY**

**LEGISLATION**

- |   |   |                          |
|---|---|--------------------------|
| <b>Second Reading</b>                           | <p>1. An ordinance authorizing the Mayor of the City of Euclid to enter into a lease agreement and operating agreement with Cuyahoga County for the City Jail and confirming the terms as contained in the attached Lease and Agreement. (Sponsored by Mayor Cervenik and All Members of Council)</p> <p><b>Comment: Operating and lease agreement with Cuyahoga County would be for a minimum of 5 years with periodic review of funding levels. The City would contribute \$600,000 of capital improvement costs over a 5 year period and pay the County \$400,000 annually to house city prisoners. The net savings to the City exceeds \$650,000 annually from previous levels. First reading with passage expected on March 17, 2014.</b></p>  | <p>Ord.<br/>(023-14)</p> |
| <b>First Reading Public Hearing<br/>4-21-14</b> | <p>2. An ordinance rezoning 1415 E. 222 St., P.P. #647-19-002, from U4 Local Retail use district to U6 Industrial Manufacturing use district and further amending Ord. No. 2812. (Sponsored by Planning &amp; Zoning Commission)</p> <p><b>Comment: The former Euclid Office Supply building would become the new home of USA Insulation. The current U4 local retail zoning classification would be changed to reflect the U6 industrial zoning for the adjoining Heritage Park business campus.</b></p>   | <p>Ord.<br/>(036-14)</p> |
|   | <p>3. An emergency ordinance amending Ordinance No. 140-2013 which makes the annual appropriation for all expenditures for the City of Euclid for the period ending December 31, 2014. (Sponsored by Mayor Cervenik by request of Finance Director)</p> <p><b>Comment: This budget amendment contains two items, the first is the appropriation of the TIF funds allowing their use for the furtherance of the Lakefront project. The second item is a pass through for Briardale Greens irrigation project. The finance agreement with First Merit Bank requires lease payments to be made by the City to receive tax exempt status. The City has received funds from Billy Casper Golf in the amount of the first annual payment for the irrigation system equipment and will receive future payments from Casper equal to the balances due on the finance agreement.</b></p> | <p>Ord.<br/>(032-14)</p> |

4. An emergency ordinance authorizing the Director of Public Service of the City of Euclid to enter into a contract with Kokosing Construction Company, Inc., Cleveland, Ohio, to serve as the Construction Manager at Risk for the Euclid Wastewater Treatment Plant projects, to include the Headworks and Equalization, Edgecliff Sewer and Plant MBR procurement and construction with the cost to be structured as a fixed fee and percentage of the project cost. (Sponsored by Mayor Cervenik) Ord. (031-14)

**Comment: Kokosing has been selected through a competitive process to serve as Construction Manager at Risk for the various projects associated with the Wastewater Treatment Plant upgrade. Outside counsel is drafting the agreement for execution.**

5. An Ordinance authorizing the Mayor or his designee to prepare and file a loan application and enter into a cooperative loan agreement between the City of Euclid and the Ohio Water Development Authority (OWDA) necessary for planning/design services of the construction manager at risk (CMAR) in the development of the design of various wastewater improvement projects, and declaring an emergency. (Sponsored by Mayor Cervenik) Ord. (029-14)

**Comment: As with other wastewater projects, the city will seek state low interest loans for design and construction. To place this item on the March OWDA docket agenda, emergency legislation is necessary.**

**Third Reading**

6. An ordinance amending Ordinance 14-2013, adopting the revised City of Euclid Cuyahoga Housing Consortium HOME Program Funding Plan dated February 4, 2013 and revised February 18, 2014 (Attachment A) as permitted by the Cuyahoga Housing Consortium and authorizing the Mayor and/or his designee to take all actions necessary to obligate and expend the HOME funds in accordance with the Plan. (Sponsored by Mayor Cervenik) Ord. (022-14)

**Comment: The legislation would authorize the transfer of funds from the EDCOR rehabilitation loan program to the EDCOR down payment assistance program to meet demand for new home-owner assistance.**

7. A resolution supporting the joint efforts of the City of Euclid and the Cuyahoga Soil & Water Conservation District in hosting a Rain Barrel Workshop and Sale on May 10, 2014, and authorizing the use of the Euclid Historical Society grounds for the workshop and rain barrel sale. (Sponsored by Councilperson Langman) Res. (028-14)

**Comment: The annual project allows interested parties to become familiar with the use of rain barrels for home gardens and outdoor water use as well as learning about storm water management practices that improve creeks and lake water quality.**

8. A resolution authorizing the Mayor of the City of Euclid to execute an Agreement by and between the City of Euclid and the Teamsters Local 244, as exclusive bargaining agent for Recycling Waste Hauling Drivers to be effective through December 31, 2014. (Sponsored by Mayor Cervenik) Res. (030-14)

**Comment: Recycling employees voted this past summer to be represented by the Teamsters Union. The contract, which expires on December 31, 2014, would provide retroactive pay for qualified employees for the first month of 2014, until the contract with Kimble took effect.**

**Second Reading**

9. An ordinance authorizing the Mayor of the City of Euclid to enter into a revised Water Service Agreement for Direct Service with the City of Cleveland. (Sponsored by Mayor Cervenik) Ord. (024-14)

**Comment: The agreement authorizes a new 20 year exclusive agreement with the City of Cleveland to provide water service to Euclid residents and businesses with a required 5 year notice of cancellation should either party wish to end the agreement after the 20 year period. It also provides for an increased schedule of**

**reimbursement to Euclid for waterline replacement projects that the city engineers and constructs.**

**Second Reading**

10. An ordinance authorizing the Director of Public Service of the City of Euclid to enter into an agreement with Michael Benza and Associates, Inc. for Construction Management and Inspection Services for the East 222<sup>nd</sup> Street and Tungsten Road Water Main and Pavement Improvements Project. (Sponsored by Councilperson McLaughlin by request of Service Director) Ord. (025-14)

**Comment: Benza and Associates have served as engineers and construction managers on previous waterline and sewer projects and bring qualified and experienced professionals to city projects.**

11. An ordinance amending Section 1705.03 of the Building and Housing Code of the City of Euclid to allow owners of one to three unit residential properties to obtain building permits under Chapter 1705. (Sponsored by Mayor Cervenik) Ord. (033-14)

**Comment: The long debated “homeowner’s exception” to securing a building permit would be resolved by allowing an owner of one to three unit residential properties to pull any permit needed for work to be done on the property. All work done under permit remains subject to inspection by City staff. Certain work will require a licensed contractor to perform the work but allows the property owner to obtain the building permit. Administration recommends this item be placed in Committee.**

12. An ordinance amending Section 1761.05 “Fees” of the General Offenses Code of the Codified Ordinances of the City of Euclid to create a late payment fee for registration or renewal of one to three unit rental properties more than 30 days past the date required under the Building and Housing Code for registration or renewal and to define the scope of the interior inspection of one to three unit rental properties. (Sponsored by Mayor Cervenik) Ord. (034-14)

**Comment: Two items are contained in this update to Section 1761.05 of the building code. The first is to provide a late payment charge to property owners of one to three unit residential structures who do not apply for a rental registration within 30 days of leasing the property or fail to renew their rental registration within 30 days of its expiration and continue to rent the premises. The second covered topic is to modify the scope of the annual rental inspection for one to three unit residential dwellings so that exterior inspection occur annually but interior inspections would occur every other year unless numerous or persistent violations exist. Administration recommends this item be placed in Committee.**

13. An ordinance amending Section 529.04 “Abatement of Other Nuisances” of the General Offenses Code of the Codified Ordinances of the City of Euclid to provide for an administrative revocation of a Rental License or Certificate of Occupancy, where no rental license has been issued by the City of Euclid. (Sponsored by Mayor Cervenik) Ord. (035-14)

**Comment: This change to the Nuisance Abatement code would allow the Housing Manager, after investigation, to revoke a rental license/certificate of occupancy for a residential unit where the owner has failed to take adequate steps to abate criminal nuisance activity connected with the premises. The property owner would have the right to appeal the determination to the Planning and Zoning Commission. Administration recommends this item be placed in Committee.**

**COMMITTEE OF THE WHOLE – PUBLIC PORTION**

**COUNCIL MEMBERS’ COMMENTS**

**ADJOURNMENT**

Ordinance No.

By – Mayor Cervenik and All Members of Council

An ordinance authorizing the Mayor of the City of Euclid to enter into a lease agreement and operating agreement with Cuyahoga County for the City Jail and confirming the terms as contained in the attached Lease and Agreement.

WHEREAS, the City and Cuyahoga County have developed an agreement whereby the Cuyahoga County Sheriff will operate the Euclid Jail as a County facility; and

WHEREAS, the City and County have agreed to lease terms wherein the City will contribute up to \$600,000 in capital improvements over a five year period and compensate the County for the housing of City prisoners for the same period with the initial annual cost not to exceed \$400,000; and

WHEREAS, the City will be relieved of capital costs of renovation expected to be in excess of \$5,000,000 and annual operating costs between \$1,750,000 and \$2,000,000; and

WHEREAS, a lease and underlying agreement have been negotiated to the satisfaction of the City Administration, including provisions related to construction, maintenance, insurance and transition of operations to the County.

NOW, THEREFORE, be it resolved by the Council of the City of Euclid, State of Ohio:

Section 1: That the Mayor is authorized to execute a lease and underlying agreement with the County of Cuyahoga substantially as appended herein and in form as approved by the Director of Law.

Section 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees 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 ordinance shall be in full force and effect from after its passage and approval; otherwise to be in full force and effect from and after the earliest period allowed by law.

Attest:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
President of Council

Passed:

Approved:

Effective:

\_\_\_\_\_  
Mayor

Ordinance No.

By - Planning and Zoning Commission

An ordinance to amend Section 1 of Ordinance No. 2812, as amended, and the map and map designations, which map and map designations, as amended, form a part of Ordinance No. 2812, as relates to and designates U-4 and U-6 use districts relative to said property.

WHEREAS, public notice and hearings have been given in connection with the changing of U-4 and U-6 use districts relative to the hereinafter described property as is established by Ordinance No. 2812, as passed by the Council of the Village of Euclid on the 13th day of December, 1922, which ordinance has from time to time been amended; and

WHEREAS, the amendment of said Ordinance No. 2812, which pertains to the hereinafter described property, by transferring said property from U-4 to U-6 use district, has been referred to the City Planning and Zoning Commission; and

WHEREAS, the City Planning and Zoning Commission has considered such amendment and proposed change at its regularly scheduled meeting on March 11, 2014, which will add to the present U-6 use district by inclusion of the property hereinafter described, and has recommended approval to Council; and

WHEREAS, in the interest of the general welfare of the City of Euclid and in order to promote the general advantage of public peace, safety, morals, convenience and prosperity of the inhabitants of the City of Euclid, this Council is of the opinion that the U-6 use district should be extended to include the property hereinafter described.

NOW, THEREFORE, be it ordained by the Council of the City of Euclid, State of Ohio:

Section 1: That the following property:

PP# 647-19-002

Situated in the City of Euclid, County of Cuyahoga and State of Ohio and known as being part of Original Euclid Township, Atwater Tract and also being a 2.000 acre Lot Split from Parcel No. 1 of land conveyed to Argo-Tech Corporation by deed dated October 20, 1986 and as recorded in Volume 86-6806, Page 10, 11, 12, 13, 14 and 15 (P.P. #647-19-002) of Cuyahoga County Records and being further bounded and described as follows:

Beginning on the Easterly sideline of East 222<sup>nd</sup> Street (72 feet wide as widened from land conveyed to the Board of Cuyahoga County Commissioners by deed recorded in Volume 9074, Page 482 of Cuyahoga County Deed Records) at the intersection with the Northerly Subdivision line of Carpathian Realty Company's Bliss Road Subdivision as recorded in Volume 66, Page 9 of Cuyahoga County Map Records;

Thence North 00°00'20" West along said Easterly sideline of East 222<sup>nd</sup> Street, a distance of 40.78 feet to a point of curve;

Thence along the arc of said Easterly curved sideline of East 222<sup>nd</sup> Street, deflecting to the right, 163.24 feet, said curve having a radius of 11,429.50 feet and a chord which bears North 00°24'13" East, a distance of 163.24 feet to a point;

Thence South 89°54'20" East, parallel to and at a perpendicular distance of 204.02 feet North of said Northerly Subdivision line of Bliss Road Subdivision, a distance of 426.34 feet to a point;

Thence South 00°05'40" West, a distance of 204.02 feet to a point on said Northerly Subdivision line of Bliss Road Subdivision;

Thence North 89°54'20" West along said Northerly Subdivision line of Bliss Road Subdivision, a distance of 427.15 feet to the Place of Beginning and containing 2.000 acres of land as calculated, surveyed and described from Cuyahoga County Records by John E. Jansky, Registered Surveyor #6440 in September, 1989, be the same, more or less, but subject to all legal highways.

Section 2: That so much of Section 1 of Ordinance No. 2812, as amended, as relates to the U-6 use district shall be extended to include the territory described in Section 1 hereinabove.

Section 3: That the map as adopted December 13, 1922 and as thereafter amended, is hereby amended to conform with the change of property described in Section 1 of the ordinance from U-4 to U-6 use district.

Section 4: That so much of Ordinance No. 2812, as amended, and the map and map designations as placed the above described property in U-4 use district, is hereby repealed.

Section 5: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 6: That this ordinance shall be in full force and effect from and after the earliest period allowed by law.

Attest:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
President of Council

Passed:

Approved:

\_\_\_\_\_  
Mayor

ORDINANCE NO.

(032-14)

BY: Mayor Cervenik (per request of the Finance Director)

AN EMERGENCY ORDINANCE AMENDING ORDINANCE #140-2013 WHICH MAKES THE ANNUAL APPROPRIATION FOR ALL EXPENDITURES FOR THE CITY OF EUCLID FOR THE PERIOD ENDING DECEMBER 31, 2014.

WHEREAS, IN ORDER TO PROVIDE FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF EUCLID, IT IS NECESSARY THAT THE FOLLOWING SUMS OF MONEY, OR AS MUCH THEREOF AS MAY BE AUTHORIZED BY LAW, AS MAY BE NEEDED OR DEEMED NECESSARY TO DEFRAY ALL EXPENSES AND LIABILITIES OF THE CITY, BE APPROPRIATED FOR THE CORPORATE PURPOSES AND OBJECTS OF SAID CITY AS HEREINAFTER SPECIFIED.

WHEREAS, THE SUBJECT MATTER OF THIS ORDINANCE CONSTITUTES AN EMERGENCY IN THAT THE SAME PROVIDES FOR THE PRESERVATION OF THE PUBLIC PEACE, SAFETY AND WELFARE OF THE CITIZENS OF THE CITY OF EUCLID, AND FOR THE DAILY OPERATION OF A MUNICIPAL DEPARTMENT.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF EUCLID, THE STATE OF OHIO.

**SECTION 1 :** THAT TO PROVIDE FOR THE CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF EUCLID, OVER A PERIOD ENDING DECEMBER 31, 2014. THE FOLLOWING SUMS BE AND THEY ARE HEREBY SET ASIDE AND APPROPRIATED AS HEREINAFTER SET FORTH.

**SECTION 2 :** THAT THE EXPENDITURES OF EACH FUND FOR THE CITY OF EUCLID CAN NOT EXCEED THE APPROPRIATION AS AMENDED, FOR THAT FUND.

**SECTION 3 : THAT THERE BE AND THERE IS HEREBY APPROPRIATED FROM THE FOLLOWING FUNDS, THE DETAIL OF WHICH IS SHOWN BELOW:**

<b>101 GENERAL FUND</b>	<b>SERVICES</b>	<b>PERSONAL EXPENDITURES</b>	<b>OTHER</b>	<b>TOTAL</b>
101-411	LEGISLATIVE DEPARTMENT	219,010	4,600	223,610
101-412	JUDICIAL DEPARTMENT	823,050	93,075	916,125
101-413	EXECUTIVE DEPARTMENT	310,800	2,525	313,325
101-415	FINANCE DEPARTMENT	860,750	172,200	1,032,950
101-416	LAW DEPARTMENT	473,500	123,060	596,560
101-417	GENERAL GOV'T BLDGS & PLANT DEPARTMENT	2,092,895	1,329,245	763,650
101-418	ADMINISTRATION DEPARTMENT	324,600	133,005	457,605
101-419	OTHER DEPARTMENTS	4,822,650	2,471,573	7,294,223
	101-421 POLICE DEPARTMENT	11,308,548	278,213	11,586,761
101-422	FIRE DEPARTMENT	8,167,050	63,948	8,230,998
101-423	CORRECTIONS DEPARTMENT	371,510	366,550	738,060
101-424	PROTECTIVE INSPECTION DEPARTMENT	824,300	701,000	123,300
101-432	SANITATION DEPARTMENT	13,700	2,192,853	2,206,553
101-441	HEALTH DEPARTMENT	46,150	238,253	284,403
101-452	PARKS DEPARTMENT	602,375	26,671	629,046
101-465	CS & ED DEPARTMENT	214,800	9,975	224,775
101-466	ECONOMIC OPPORTUNITY DEPARTMENT	312,560	207,510	105,050
101-471	DEBT PRINCIPAL	0	170,000	170,000
101-472	DEBT INTEREST	0	23,055	23,055
101-491	OPERATING TRANSFERS OUT			
	TO INDIGENT DRIVER - FUND 211	0	0	0
	FUND 214	50,000		
	TO STREETS - FUND 220		0	0
	TO COMMUNITY TV - FUND 230		82,000	82,000
	TO RECREATION OPERATING - FUND 240		180,000	180,000
	TO SHORE CORP. - FUND 290		0	0
	TO PERMANENT IMPROVEMENT - FUND 310		0	0
	TO PUBLIC BLDG CONST - FUND 350		0	0
	TO EUCLID ENDOWMENT - FUND 370		0	0
	TO CREEKS & SEWERS - FUND 512		0	0
	TO WORKERS COMP RESERVE - FUND 610	0	0	0
	LIABILITY - FUND 630	107,500		
	TO RETIREES' LIFE INSURANCE - FUND 730		16,000	16,000
	<b>TOTAL TRANSFERS OUT</b>			<b>435,500</b>
<b>TOTAL GENERAL FUND</b>	<b>38,593,304</b>	<b>PERSONAL</b>	<b>OTHER</b>	
<b>FUND #</b>	<b>FUND NAME</b>	<b>SERVICES</b>	<b>EXPENDITURES</b>	<b>TOTAL</b>
210	STATE HIGHWAY IMPROVEMENT	0	106,278	106,278

211	INDIGENT DRIVER	0	17,000	17,000
212	COURT COMPUTERIZATION	31,686	76,000	107,686
213	SPECIAL PROJECTS	119,855	18,000	137,855
214	ANIMAL SHELTER	60,477	17,900	78,377
216	NUISANCE ABATEMENT TRANSFER TO GENERAL FUND	0	81,200 126,000	
	TOTAL NUISANCE ABATEMENT FUND			207,200
217	IND DRIVERS INTERLOCK & ALCOHOL MONITORING	0	5,820	5,820
220	STREET CONSTRUCTION, MAINT. & REPAIR	1,180,522	586,728	1,767,250
230	COMMUNITY TELEVISION	75,432	6,200	81,632
240	RECREATION OPERATING	469,481	400,632	870,113
250	COMMUNITY DEVELOPMENT BLOCK GRANT	599,545	704,455	1,304,000
252	NEIGHBORHOOD STABILIZATION PROGRAM	109,225	796,501	905,726
255	OTHER GRANTS	140,809	1,859,191	2,000,000
257	FEMA GRANT TRANSFER TO GENERAL FUND	0	0 0	
	TOTAL FEMA GRANT			0
280	LAW ENFORCEMENT TRUST	20,650	139,734	160,384
290	SHORE CORPORATION	0	142,068	142,068
291	UNCLAIMED MONIES TRANSFER TO GENERAL FUND	0	5,000 0	
	TOTAL UNCLAIMED MONIES			5,000
310	GENERAL PERMANENT IMPROVEMENT	0	1,000,000	1,000,000
320	RECREATION CAPITAL	74,834	49,010	123,844
330	SIDEWALK REPAIR & REPLACEMENT	0	29,084	29,084
350	PUBLIC BUILDING CONSTRUCTION	0	0	0
370	EUCLID ENDOWMENT TRANSFER TO SHORE CORP FUND	0	25,000 125,000	
	TOTAL EUCLID ENDOWMENT FUND			150,000
380	SIMS PARK	0	79,907	79,907
391	BENNINGTON HAMLET T.I.F.	0	67,000	67,000
393	CMP PROPERTIES T.I.F.	0	192,219	192,219
394	HARBOR TOWN T.I.F.	0	521,883	521,883
395	DOWNTOWN DISTRICT-A T.I.F.	0	285,700	285,700
410	BOND RETIREMENT	54,095	8,892,855	8,946,950
510	WASTE WATER TREATMENT			



	OPERATIONS	3,917,140	12,366,216	
	TRANSFER TO CREEKS & SEWERS		995,000	
	TRANSFER TO EQUIP. REPLACEMENT		500,000	
	TOTAL WASTE WATER TREATMENT FUND			17,778,356
511	W.W.T. EQUIPMENT REPLACEMENT	0	785,000	785,000
512	CREEKS & SEWERS	844,844	140,844	985,688
FUND #	FUND NAME	PERSONAL SERVICES	OTHER EXPENDITURES	TOTAL
513	TWO MILL SEWER LEVY ADMINISTRATION	0	0	
	TRANSFER TO CREEKS & SEWERS		0	
	TOTAL TWO MILL SEWER LEVY			0
515	PETERSON TRUNK LINE TRANSFER TO WWT FUND	0	6,178,660 0	
	TOTAL PETERSON TRUNK LINE FUND			6,178,660
516	WATER LINE IMPROVEMENT TRANSFER TO PETERSON TRUNK LINE FUND	0	3,528,454 0	
	TOTAL WATER LINE IMPROVEMENT FUND			3,528,454
560	BRIARDALE GOLF COURSE	0	24,539	24,539
610	WORKERS COMP RESERVE	0	0	0
630	SELF INSURANCE	0	127,500	127,500
730	RETIREEES INSURANCE PAYMENTS	19,200	500	19,700
740	BUILDING DEPOSITS	0	20,000	20,000
750	STREET OPENING	0	40,000	40,000

**SECTION 4 :** THAT THE DIRECTOR OF FINANCE IS HEREBY AUTHORIZED TO DRAW HIS WARRANTS FROM ANY OF THE FOREGOING APPROPRIATIONS UPON RECEIVING PROPER CERTIFICATES AND VOUCHERS THEREFORE APPROVED BY THE BOARD OF OFFICERS AUTHORIZED BY LAW TO APPROVE THE SAME, OR AN ORDINANCE OR RESOLUTION OF COUNCIL TO MAKE THE EXPENDITURES PROVIDED THAT THE CONTINGENCIES CAN ONLY BE EXTENDED UPON APPROVAL OF TWO-THIRDS VOTE OF COUNCIL FOR ITEMS OF EXPENSE CONSTITUTING A LEGAL OBLIGATION AGAINST THE CITY OF EUCLID AND FOR OTHER THAN THOSE COVERED BY THE OTHER SPECIFIC APPROPRIATIONS MADE HEREIN.

**SECTION 5 :** THAT ALL APPROPRIATIONS EQUAL TO OUTSTANDING ENCUMBRANCES SHALL AT YEAR END CARRY FORWARD TO THE NEXT SUCCEEDING YEAR, SHALL NOT LAPSE AND THEREFORE, ENCUMBRANCES NEED NOT BE REAPPROPRIATED.

**SECTION 6 :** THAT IT IS FOUND AND DETERMINED THAT ALL FORMAL ACTIONS OF THIS COUNCIL CONCERNING AND RELATING TO THE ADOPTION OF THIS ORDINANCE WERE ADOPTED IN AN OPEN MEETING OF THIS COUNCIL. AND THAT ALL DELIBERATIONS OF THIS COUNCIL AND OF ANY OF ITS COMMITTEES THAT RESULTED IN SUCH FORMAL ACTIONS, WERE IN MEETINGS OPEN TO THE PUBLIC, IN COMPLIANCE WITH ALL LEGAL REQUIREMENTS INCLUDING SECTION 121.22 OF THE OHIO REVISED CODE.

**SECTION 7 :** THAT LINE ITEM NUMBER 510, ENTITLED "TRANSFER TO W.W.T. EQUIPMENT REPLACEMENT" SHALL REMAIN AS AMENDED IN SECTION 2 OF ORDINANCE NO. 154-

1997, SO THAT IN THIS AND EVERY SUBSEQUENT YEAR AN AMOUNT NOT LESS THAN FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) SHALL BE TRANSFERRED.

**SECTION 8 :** THAT THE FOLLOWING FUND IS HEREBY AUTHORIZED TO BE CREATED, 257-FEMA FUND (2013) AND THE FOLLOWING FUND IS NO LONGER NEEDED AND IS HEREBY ABOLISHED, 215-OLD WATERLINE

**SECTION 9 :** THAT THIS ORDINANCE IS HEREBY DECLARED TO BE AN EMERGENCY MEASURE NECESSARY FOR THE IMMEDIATE PRESERVATION OF THE PUBLIC PEACE, HEALTH, SAFETY AND WELFARE OF THE INHABITANTS OF THE CITY OF EUCLID, AND PROVIDED IT RECEIVES THE TWO-THIRDS VOTE OF ALL MEMBERS OF COUNCIL ELECTED THERETO, SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE AND APPROVAL; OTHERWISE TO BE IN FULL FORCE AND EFFECT FROM AND AFTER THE EARLIEST PERIOD ALLOWED BY LAW.

ATTEST:

\_\_\_\_\_  
CLERK OF COUNCIL

\_\_\_\_\_  
PRESIDENT OF COUNCIL

PASSED :

APPROVED :  
\_\_\_\_\_

**Budget Amendment Explanation - March 17th, 2014**

<u>Department</u>	<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
Economic Development	391-465-652-33-05	Other Professional Services	\$47,000
		<b>Bennington Hamlet TIF</b>	<b>\$47,000</b>
Economic Development	393-465-652-33-05	Other Professional Services	\$93,000
		<b>CMP Properties TIF</b>	<b>\$93,000</b>
Economic Development	394-465-652-33-05	Other Professional Services	\$373,000
		<b>Harbor Town TIF</b>	<b>\$373,000</b>
Economic Development	395-465-652-33-05	Other Professional Services	\$179,000
		<b>Downtown TIF</b>	<b>\$179,000</b>
Golf Course Admin	560-451-5051-33-05	Other Professional Services	\$750
	560-471-713-33-05	Lease Payments - Principal	\$23,412
		<b>Briardale Greens Golf Course Fund</b>	<b>\$24,162</b>

Ordinance No.  
By – Mayor Cervenik

An emergency ordinance authorizing the Director of Public Service of the City of Euclid to enter into a contract with Kokosing Construction Company, Inc., Cleveland, Ohio, to serve as the Construction Manager at Risk for the Euclid Wastewater Treatment Plant projects, to include the Headworks and Equalization, Edgecliff Sewer and Plant MBR procurement and construction with the cost to be structured as a fixed fee and percentage of the project cost.

WHEREAS, by Resolution 69-2013, the Council of the City of Euclid authorized the Director of Public Service to solicit statements of qualifications from firms wishing to serves as Construction Manager at Risk for the Wastewater Treatment Plant projects, as part of the US EPA Consent Decree project schedule; and

WHEREAS, in October 2013, the Director of Public Services requested that the qualified firms submit proposals to serve as construction manager; and

WHEREAS, through review, the City compiled a list of three potential vendors qualified to provide services to the City; and

WHEREAS, the three vendors submitted detailed proposals in which they identified key personnel, project methodology and pricing and, after interviews and evaluation by a committee of city officials, Kokosing Construction Company, Inc, received the highest score; and

WHEREAS, this ordinance is declared an emergency in that it provides for the engagement necessary to maintain the schedule for design and construction of the Wastewater Treatment Plant projects and preserves the welfare of the citizens of the City of Euclid.

NOW, THEREFORE, be it ordained by the Council of the City of Euclid, State of Ohio:

Section 1: That the Director of Public Service be, and he is hereby authorized, empowered and directed to enter into a contract for a construction manager at risk with Kokosing Construction Company, Inc. Cleveland, Ohio, for the Euclid Wastewater Treatment Plant projects, including Headworks and Equalization, Edgecliff Sewer and Plant MBR procurement and construction to be a fixed amount for preconstruction services and reimbursable expenses in an amount not to exceed \$980,000 and 9.5% of the guaranteed maximum price on each phase of the project. On each phase of the project, the City of Euclid shall approve a guaranteed maximum price through the Board of Control. The contract shall be in form approved by the Director of Law and shall be in conformance with such conditions and shall be executed by the Director of Public Service.

Section 2: Funds to pay for this expenditure are to be derived from the Wastewater Treatment Fund and through DEFA loans through OWDA and WPCLF and OPWC grants and loans, as will be separately authorized for each project phase.

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

Section 4: That this ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, safety and welfare of the citizens of the City of Euclid, and provided it receives the two-thirds vote of all members of Council elected thereto, shall be in full force and effect from after it passage and approval; otherwise to be in full force and effect from and after the earliest period allowed by law.

Attest:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
President of Council

Passed:

Approved:

\_\_\_\_\_  
Mayor

Ordinance No.

By-Mayor Cervenik

**AN ORDINANCE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO PREPARE AND FILE A LOAN APPLICATION AND ENTER INTO A COOPERATIVE LOAN AGREEMENT BETWEEN THE CITY OF EUCLID AND THE OHIO WATER DEVELOPMENT AUTHORITY (OWDA) NECESSARY FOR PLANNING/DESIGN SERVICES OF THE CONSTRUCTION MANAGER AT RISK (CMAR) IN THE DEVELOPMENT OF THE DESIGN OF VARIOUS WASTEWATER IMPROVEMENT PROJECTS, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the City of Euclid (hereinafter referred to as the “LGA”) seeks to upgrade existing wastewater facilities; and

**WHEREAS**, the LGA has agreed on a time schedule with the U.S. Environmental Protection Agency, U.S. Department of Justice and the Ohio EPA for design and construction of various wastewater facilities improvements; and

**WHEREAS**, the LGA desires to obtain an Ohio Water Development Authority (hereinafter referred to as the “OWDA”) loan to finance costs of planning and/or design services of the CMAR in connection with the development of the design of wastewater facilities on the terms set forth in the Cooperative Agreement (defined below); and

**WHEREAS**, the OWDA has indicated its willingness to make a loan for that purpose and on those terms; and

**WHEREAS**, the OWDA requires the local government authority to pass legislation for application for a loan and the execution of an agreement, as well as designation of a dedicated repayment source(s); and

**WHEREAS**, the subject project is necessary for the preservation of the public peace, health, safety and welfare of the inhabitants of the City of Euclid;

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF EUCLID, THE COUNTY OF CUYAHOGA, STATE OF OHIO:**

**SECTION 1.** That the LGA hereby authorizes financing the planning/design services to be performed by the CMAR in connection with the development of the design of various wastewater facilities in cooperation with the OWDA under the provisions, terms and conditions set forth in the “Cooperative Agreement for State Planning Project” as set forth in Exhibit A (the “Cooperative Agreement”) and the Mayor and/or his designee is authorized to prepare and file a loan application with the OWDA for the purpose of funding the aforementioned planning/design project.

**SECTION 2.** That, if approved, the Mayor is hereby authorized to execute any and all documentation that may be required by the OWDA to secure and administer a Cooperative Agreement for a loan for the purpose stated therein.

**SECTION 3.** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this ordinance were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

**SECTION 4.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety, and welfare of the inhabitants of the community; and for the further reason to comply with the Ohio Water Development Authority time constraints which must be met in order to receive such a loan; and provided that it receives the affirmative vote of two-thirds of the members elected to Council, it

shall be in full force and take effect immediately upon its adoption by Council and approval by the Mayor; otherwise, it shall be in full force and take effect from and after the earliest period allowed by law.

Attest: \_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
President of Council

Passed:

Approved:

\_\_\_\_\_  
Mayor

**COOPERATIVE AGREEMENT FOR  
STATE PLANNING PROJECT**

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the "Term Sheet," which is fully incorporated herein and made a part hereof) as the "Agreement Date," by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the "OWDA") and the governmental body specified as the "LGA" on the Term Sheet (hereinafter referred to as the "LGA"), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date.

**W I T N E S S E T H:**

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the health, safety, convenience, and welfare, and the improvement of the economic welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the utility system (hereinafter referred to as the "System") of the LGA will require the supply of services from the construction, operation and maintenance of new or additional facilities (which facilities are hereinafter referred to as the "Project Facilities"); and

WHEREAS, the construction of the Project Facilities requires the planning of such facilities and construction and the financing of such planning; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the financing of the planning activities contemplated hereby;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

## ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

(a) "Approved Application" means the application, dated as of the date specified on the Term Sheet as the "LGA Application Date," submitted to the OWDA together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the "OWDA Application Approval Date," together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) "Consulting Engineer" means the firm identified as such in the Term Sheet, from whom the LGA has received a proposal to perform the engineering services contemplated hereby.

(c) "Contract Interest Rate" means the rate specified as such on the Term Sheet.

(d) "Contract Period of Years" means, subject to Section 3.3 hereof, the period commencing on the date specified in the Term Sheet as the "Initial Payment Date" and ending on the earlier of (i) the tenth Payment Date, or (ii) the date on which the LGA obtains long-term financing for the Project Facilities. In the event that the LGA obtains a subsequent loan from the OWDA for planning costs of the Project Facilities, then the Contract Period of Years for such loan shall expire no later than the expiration of the Contract Period of Years hereunder.

(e) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

(f) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the first proviso below), the following planning costs of the Project Facilities costs incurred in the preparation of preliminary engineering data, cost estimates, and schedules for completion of design and construction, schematic flow diagrams, unit processes, design data regarding detention times, flow rates, sizing of units, descriptions of the selected complete treatment systems of which the proposed facilities are a part, infiltration/inflow documentation, and costeffectiveness analysis, and preparation of detailed plans, construction drawings and specifications; costs of printing and publishing the notices and legislation required; costs incurred for the acquisition of real property or interests therein, subject to the second proviso set forth below; legal expenses; administrative expenses of the OWDA in the amount of 0.35% of all Eligible Project Costs other than such administrative expenses or \$400, whichever is greater; and all other costs and expenses necessary or incident to determining the feasibility or practicability of constructing the proposed Project Facilities or preparatory to the acquisition and construction of the Project Facilities or otherwise described on Exhibit A, minus the amount of any grant applicable to the foregoing costs from the United States of America or any department or agency thereof; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the OWDA, the payment of such costs by the OWDA would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation; and provided further, however, that Eligible Project Costs shall include costs for the acquisition of real property or interests therein (other than easements) only if the OWDA shall have received from the LGA reasonably sufficient assurances as to environmental matters related to such real property. Notwithstanding anything contained herein to the contrary, Eligible Project Costs shall not include any commissions, fees and/or expenses which may be owed by the LGA to a broker or finder as a result of or in connection with the OWDA's agreement to pay the Eligible Project Costs to the LGA as provided herein.

(j) "Initial Payment Date" means the first January 1 or July 1 that occurs after the first anniversary of the date of this Agreement.

(l) "Payment Date" means the Initial Payment Date and each January 1 and July 1 thereafter during the Contract Period of Years.

(g) "Pledged Revenues" means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture, of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(h) "Original Loan Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds of the OWDA, which costs shall in no event exceed the amount specified on the Term Sheet as the "Maximum Original Loan Amount."

(i) "Semiannual Payment Obligations" means the amounts payable

semiannually by the LGA to amortize the Original Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate, based upon the following requirements: (i) the Semiannual Payment Obligations payable on the Initial Payment Date and on each Payment Date thereafter to and including the ninth Payment Date shall each consist of one-fortieth (1/40) of the Original Loan Amount; and (ii) the Semiannual Payment Obligation payable on the tenth Payment Date shall, subject to Section 3.3 hereof, consist of :

(A) the Original Loan Amount, minus

(B) the portions of the Original Loan Amount paid prior to the tenth Payment Date, plus

(C) interest on each portion of the Original Loan Amount at the Contract Interest Rate from the date of its disbursement by the OWDA to the tenth Payment Date, net of an interest credit at the Contract Interest Rate for each payment of any portion of the Original Loan Amount from the date of such payment to the tenth Payment Date.

An estimate of the Semiannual Payment Obligations based on the Maximum Original Loan Amount and the Contract Interest Rate is specified on the Term Sheet beneath the Maximum Original Loan Amount.

If any Payment Date occurs prior to the final determination of the Original Loan Amount, the Semiannual Payment Obligation payable on that date shall be based upon the best figures available at the time the computation of such Semiannual Payment Obligation is required to be made. When such final costs are known, the Semiannual Payment Obligation shall be recomputed, and the next following Semiannual Payment Obligation shall be either increased or decreased by an amount sufficient to correct for any overpayment or underpayment resulting from underestimate or overestimate of the Original Loan Amount (but not from any prepayment of any portion of the Original Loan Amount) through the date of such recomputation, so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Original Loan Amount been used in computing the Semiannual Payment Obligations at the commencement of the Contract Period of Years.

(i) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project Facilities.

## ARTICLE II - PERFORMANCE OF PLANNING ACTIVITIES AND RECORD KEEPING AND PAYMENTS RELATING THERETO

Section 2.1. Subject to the terms and conditions of this Agreement, the LGA shall perform or cause to be performed the planning activities set forth in Exhibit A attached hereto and made a part hereof, including the employment of the Consulting Engineer pursuant to its proposal.

Section 2.2. The LGA shall keep accurate records of the Eligible Project Costs. All requests submitted by the LGA for the payment or reimbursement of incurred Eligible Project Costs shall include evidence of the costs incurred and will be prepared so that such costs may be readily itemized and identified as to grant eligible costs and non-grant eligible costs. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or his authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may require in connection therewith.

Section 2.3. Subject to the terms and conditions of this Agreement, the Eligible Project Costs shall be paid by the OWDA.

Section 2.4. The OWDA shall deliver to the LGA a certificate, certifying that moneys in the amount necessary to pay the Eligible Project Costs obligated or to be obligated up to the Maximum Original Loan Amount are available or are in the process of collection and have been encumbered by the OWDA. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the LGA in form and detail satisfactory to the OWDA, the OWDA shall cause to be delivered checks in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence to the persons or entities entitled to payment in conformity with the encumbrance of funds to pay such obligated Eligible Project Costs.

Section 2.5. The LGA shall promptly notify the OWDA in writing when the planning activities for the Project Facilities have been completed and when no further Eligible Project Costs are to be paid with OWDA disbursements under this Agreement.

Section 2.6. Notwithstanding anything contained herein to the contrary, the obligation of the OWDA to pay Eligible Project Costs pursuant to the terms and conditions of this Agreement shall expire two (2) years from the date hereof. Upon the expiration of the aforesaid period of years, the OWDA shall not be obligated to pay any additional Eligible Project Costs to the LGA hereunder. In the event that the OWDA, in its sole discretion, decides to pay additional Eligible Project Costs after the expiration of its obligation to do so hereunder, it shall so notify the LGA. No such decision

by the OWDA to pay any additional Eligible Project Costs hereunder shall be deemed to constitute an extension of its obligation to pay Eligible Project Costs hereunder.

### ARTICLE III - PAYMENTS BY LGA

Section 3.1. Subject to the further provisions hereinafter set forth, the LGA agrees to pay, and shall pay, to the OWDA on each Payment Date the Semiannual Payment Obligation, but solely from the Pledged Revenues. In the event that the LGA pays less than the full amount due hereunder on any date, then the amount so paid shall be applied first to interest payable hereunder, then to late charges payable hereunder, and then to the Original Loan Amount payable hereunder.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that the LGA defaults in the payment of any of the charges set forth in this Section 3.1, the amount of such default shall bear interest at the Default Rate from the date of the default until the date of the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the due date until payment on the basis of a 360-day year. If the LGA does not pay any of the charges set forth in this Section 3.1 on or before the 30th day after the due date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA for failure to make the payment as provided herein. Thereafter, for each additional 30 days during which the charges remain unpaid, the LGA shall continue to pay an additional late charge of one percent (1%) on the amount of such default until such charges are paid. Late charges shall apply to defaulted Semiannual Payment Obligations, interest and defaulted interest, and prior late charges. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default, including, but not limited to, court costs and attorney fees, shall be paid as part of the Eligible Project Costs hereunder and shall be repaid by the LGA to the OWDA as part of the Original Loan Amount.

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

The LGA may at any time and from time to time pay all or any portion of the Original Loan Amount prior to the time such payment is due hereunder, and may do so from the proceeds of long-term financing for the Project Facilities (whether obtained through the OWDA or by other means) or from any other legally available funds. Upon the receipt of any prepayment of all or any portion of the Original Loan Amount, the OWDA shall credit such payment in the same manner that it would credit the payment of a portion of the Original Loan Amount made through the payment of a Semiannual Payment Obligation.

Section 3.2. The LGA hereby agrees that: (a) it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues, at least adequate to provide for the payments required by Section 3.1 hereof; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; (c) the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA; and (d) if and to the extent that the Approved Application indicates that any of the payments to be made by the LGA hereunder are to be made from revenues derived from special assessments, the LGA will take all actions required to be taken under all applicable laws of the State and all applicable charter, ordinance or resolution provisions of the LGA to collect such special assessments to the full extent required to pay all amounts payable to the OWDA hereunder in full when due. All of the obligations under this Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the LGA within the meaning of R.C. Section 2731.01.

Section 3.3. If, prior to the tenth Payment Date, the LGA submits a written request, duly authorized by its legislative authority, to the OWDA, stating that the LGA does not expect to obtain long-term financing for the Project Facilities prior to the tenth Payment Date, and requesting that the Contract Period of Years be extended to permit the LGA to amortize the Original Loan Amount over a longer period, then OWDA may (but shall be under no obligation to) agree to extend the Contract Period of Years, provided that: (i) on each Payment Date thereafter during the extended Contract Period of Years, the LGA shall be obligated to pay no less than one-fortieth (1/40) of the Original Loan Amount plus all accrued interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate; (ii) in any event, the latest date by which the Original Loan Amount shall be required to be fully repaid with all accrued interest thereon shall be no later than the fortieth (40<sup>th</sup>) Payment Date; (iii) the OWDA shall not approve any such request unless it determines that the LGA has demonstrated to the OWDA's satisfaction that the LGA's Pledged Revenues are and can reasonably be expected to remain



sufficient to meet the LGA's payment obligations during the proposed extension of the Contract Period of Years; and (iv) upon any failure of the LGA to make a full and timely payment of its payment obligations during the proposed extension of the Contract Period of Years, then the full amount of the outstanding balance of the Original Loan Amount and all interest accrued thereon at the Contract Interest Rate shall become immediately due and payable, with interest thereon accruing thereafter at the Default Rate. If the OWDA agrees to such an extension of the Contract Period of Years, it shall prepare a revised Term Sheet that supersedes the initial Term Sheet, setting forth the length of the extended Contract Period of Years and the Semiannual Payment Obligations of the LGA during that period.

ARTICLE IV - - REPRESENTATIONS AND AGREEMENTS OF THE LGA  
IN REGARD TO ENVIRONMENTAL MATTERS; EVENTS OF DEFAULT AND  
REMEDIES THEREFOR; INDEMNIFICATION

Section 4.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations during the Contract Period of Years;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached;

(c) No judgment or consent order has been rendered against it nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached; and

(d) If and to the extent that the Approved Application indicates that any of the payments to be made by the LGA hereunder are to be made from revenues derived from special assessments, the LGA has taken all actions required to be taken under all applicable laws of the State and all applicable charter, ordinance or resolution provisions of the LGA in order for such assessments to be levied at the times and in the amounts necessary to enable the LGA to pay all amounts payable to the OWDA hereunder in full when due, and has provided to the Authority a certified copy of all ordinances or resolutions authorizing the levy of such special assessments, all of which are in full force and effect.

Section 4.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article III hereof.

(b) The LGA shall fail to observe and perform any obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA.

(c) Any representations made by the LGA in Section 4.1. shall at any time during the Contract Period of Years prove to be false.

Section 4.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may, to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Project Participation Principal Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 4.4. No right or remedy conferred upon the OWDA under Section 4.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 4.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project, or the use thereof; provided that such indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or

corporation resulting from the Project or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

ARTICLE V - MISCELLANEOUS PROVISIONS

Section 5.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prep aid, return receipt requested, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:  
The Ohio Water Development Authority  
480 South High Street Columbus, OH  
43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address specified on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 5.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 5.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.

Section 5.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 2.4 hereof.

Section 5.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until the final day of the Contract Period of Years, or until the day the obligations of the LGA under Section 4.1 hereof have been fully satisfied, whichever day is later.

Section 5.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Environmental Protection Agency of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

OHIO WATER DEVELOPMENT  
AUTHORITY

\_\_\_\_\_  
OWDA General Counsel

by \_\_\_\_\_  
OWDA Executive Director

APPROVED AS TO FORM

LGA: \_\_\_\_\_

\_\_\_\_\_

by \_\_\_\_\_

TERM SHEET

The parties to the foregoing Cooperative Agreement hereby agree that the following terms shall be incorporated into said Cooperative Agreement and made a part thereof: Agreement Date:

\_\_\_\_\_

LGA: \_\_\_\_\_

The LGA is a (specify category of governmental body, e.g., municipal corporation, county, township, etc.): \_\_\_\_\_

LGA Resolution Date: \_\_\_\_\_

LGA Application Date: \_\_\_\_\_

OWDA Application Approval Date: \_\_\_\_\_ Consulting

Engineer: \_\_\_\_\_

System: All water facilities of the LGA that now exist or that may in the future come into being, including, without limitation, the following:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Original Loan Amount: \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_)

(Based on the Original Loan Amount of \$\_\_\_\_\_, the estimated Semiannual Payment Obligation equals 1/40<sup>th</sup> of the Original Loan Amount or \$\_\_\_\_\_.)

Contract Interest Rate: The rate per annum of \_\_\_\_\_ per cent ( \_\_\_\_\_ %).

Contract Term is five (5) years

First Payment Date is the January 1 or July 1 following the first Anniversary of the Agreement Date

LGA Notice Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OHIO WATER DEVELOPMENT AUTHORITY

By: \_\_\_\_\_

LGA: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Exhibit A

DESCRIPTION OF PLANNING ACTIVITIES TO BE PERFORMED BY LGA

Exhibit A

CLEVELAND/769414.2

Ordinance No.

By – Mayor Cervenik

An ordinance amending Ordinance 14-2013, adopting the revised City of Euclid Cuyahoga Housing Consortium HOME Program Funding Plan dated February 4, 2013 and revised February 18, 2014 (Attachment A) as permitted by the Cuyahoga Housing Consortium and authorizing the Mayor and/or his designee to take all actions necessary to obligate and expend the HOME funds in accordance with the Plan.

WHEREAS, the City of Euclid is a member of the Cuyahoga Housing Consortium and has entered into a Consortium Agreement authorized by Ordinance Number 78-2008 and amended by Ordinance Number 36-2011; and

WHEREAS, the Consortium Agreement allows the City to create programs for the use of HOME funds for eligible projects; and

WHEREAS, the revised HOME Program Funding Plan is necessary in order to commit and expend funds from the FY 2012 allocation; and

WHEREAS, the HOME Program Funding Plan is permitted by the Cuyahoga Housing Consortium as part of a comprehensive approach to addressing Euclid’s housing needs; and

NOW, THEREFORE, be it ordained by the Council of the City of Euclid, State of Ohio

Section 1: That the Council of the City of Euclid hereby adopts the City of Euclid Cuyahoga Housing Consortium HOME Program Funding Plan dated February 4, 2013 and revised February 18, 2014 (Attachment A) as approved by the Cuyahoga Housing Consortium.

Section 2: That the Mayor or his designee shall be authorized to take all actions and enter into all agreements necessary for the obligation and expenditure of the HOME funds in accordance with the HOME Program Funding Plan (Attachment A) including agreements with Cuyahoga County and the Euclid Development Corporation (EDCOR). Such agreements shall be approved in amount and Vendor/Subrecipient by the Board of Control, if required, and shall be substantially in the form as approved by the Director of Law.

Section 3: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees 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.

Attest:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
President of Council

Passed:

Approved:

\_\_\_\_\_  
Mayor

Attachment A

City of Euclid  
Cuyahoga Housing Consortium  
HOME Program Funding Plan  
February 4, 2013  
**REVISED February 18, 2014**

1. **EDCOR DOWN PAYMENT ASSISTANCE PROGRAM: Total ~~\$302,927.80~~ **\$352,915.80****
  - a. Reallocation of \$202,927.80 of reprogrammed funds from prior years.
  - b. Allocation of ~~\$100,000.00~~ **\$149,988.00** of FY 2012 HOME Allocation
  
2. **EDCOR HOUSING REHABILITATION LOW INTEREST LOAN PROGRAM: Total ~~\$49,988.00~~**
  - a. ~~Allocation of \$49,988.00 of FY 2012 HOME Allocation~~
  - b. Reduction of \$202,927.80 of unspent funds from expired contract.
  - c. Reduction of \$49,988.00 of FY 2012 HOME Allocation
  
3. **GRANT ADMINISTRATION: Total \$6,000.00**
  - a. Allocation of \$6,000.00 from FY 2012 HOME Fund allocation.

**Note: The totals shown are in addition to the balance of remaining funds from the previously authorized HOME Program Funding Plan. (Ordinance 49-2012 and Ordinance 121-2013)**

(028-14)

Resolution No.

By: Councilperson Langman

A resolution supporting the joint efforts of the City of Euclid and the Cuyahoga Soil & Water Conservation District in hosting a Rain Barrel Workshop and Sale on May 10, 2014, and authorizing the use of the Euclid Historical Society grounds for the workshop and rain barrel sale.

WHEREAS, the Council of the City of Euclid enacted Resolution 208-2008 to encourage the use of rain barrels to control rainwater run-off and thereby decrease the rain water flow through the city's storm and sanitary sewer system; and

WHEREAS, the Cuyahoga Soil & Water Conservation District, the City of Euclid, Friends of Euclid Creek, the Euclid Public Library and the Euclid Historical Society have agreed to jointly sponsor a rain barrel workshop and sale on the grounds of the Euclid Historical Society on Saturday, May 10, 2014. Proceeds from the event will benefit Friends of the Euclid Creek; and

WHEREAS, the program will provide Euclid residents an opportunity to learn how a rain barrel system works, their environmental impact and the opportunity to purchase rain barrels; and

WHEREAS, the Cuyahoga Soil & Water Conservation District will offer rain barrels for sale.

NOW, THEREFORE, be it resolved by the Council of the City of Euclid, State of Ohio:

Section 1: That the Council of the City of Euclid expresses its support for the Rain Barrel Workshop on May 10, 2014, and specifically authorizes the use of the Euclid Historical Society grounds for the program, and authorizes the use of City employees, as necessary, to assist in the support of the event, including for promotional activities.

Section 2: That the Council of the City of Euclid authorizes the sale of rain barrels to Euclid residents at the May 10, 2014, workshop and waives any fees or commission associated with the sales.

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

Section 4: That this resolution shall take immediate effect.

Attest:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
President of Council

Passed:

Approved:

\_\_\_\_\_  
Mayor

(030-14)

Resolution No.

By – Mayor Cervenik

A resolution authorizing the Mayor of the City of Euclid to execute an Agreement by and between the City of Euclid and the Teamsters Local 244, as exclusive bargaining agent for Recycling Waste Hauling Drivers to be effective through December 31, 2014.

WHEREAS, on July 25, 2013, SERB certified Teamsters Local 244 as the exclusive bargaining representative for Full Time Recycling Waste Hauling Drivers; and

WHEREAS, pursuant to Ohio Revised Code Chapter 4117, negotiations were held between the City of Euclid and Teamsters Local 244, to determine equitable compensation, benefits, working hours, and other employment matters for full time recycling drivers; and

WHEREAS, the City of Euclid retained the right to subcontract the work performed by this bargaining unit and did subcontract the work to Kimble Systems effective February 1, 2014; and

WHEREAS, the City was obligated to bargain over the effects of the subcontracting and reached an agreement with the bargaining group wherein the contract provides for a rate of pay for drivers with a commercial driver’s license and for drivers without a commercial driver’s license and further provides that eligible members of the unit will receive retroactive wages from January 1, 2014, until such time as the members were no longer employed in the covered unit and otherwise provides for all other terms of employment consistent with other bargaining units should the City resume employee collection of recycled waste.

NOW, THEREFORE, be it ordained by the Council of the City of Euclid, State of Ohio:

Section 1: That the Mayor of the City of Euclid be, and he is hereby authorized, empowered and directed to execute an Agreement by and between the City of Euclid and Teamsters Local 244 effective through December 31, 2014.

Section 2: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of



its committees 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 shall take immediate effect.

Attest:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
President of Council

Passed:

Approved:

\_\_\_\_\_  
Mayor

(024-14)

Ordinance No.

By – Mayor Cervenik

An ordinance authorizing the Mayor of the City of Euclid to enter into a revised Water Service Agreement for Direct Service with the City of Cleveland.

WHEREAS, the City of Cleveland is the supplier of water to businesses and residents in the City of Euclid and has proposed a restatement of the existing Water Service Agreement, originally enacted in 1981 and amended in 2007 by Ordinance 6-2007; and

WHEREAS, in working with the Council of Governments, the City of Cleveland has revised the Water Service Agreement to incorporate changes made in 2007 including the Joint Economic Development Zone Agreement and the Asset Transfer Agreement and the schedule for reimbursement for waterline projects managed by the City of Euclid; and

WHEREAS, the revised agreement provides that the City of Cleveland is the sole supplier of water service, extends for a period of twenty (20) years with automatic renewal from year to year thereafter with a five (5) year notice period for cancellation; and

WHEREAS, the revised agreement provides for responsibilities of the City of Cleveland for maintenance and repair of the waterlines and the responsibilities of the City of Euclid for installation of new hydrants and other items associated with the functioning of the water delivery utility, a copy of the agreement which is on file with the Clerk of Council.

NOW, THEREFORE, be it ordained by the Council of the City of Euclid, State of Ohio:

Section 1: that the Mayor is hereby authorized to enter into the Restatement of the Water Service Agreement for Direct Service with the City of Cleveland, a copy of which is on file with the Clerk of Council, as approved by the Director of Law.

Section 2: That it is found and determined that all formal actions of this Council concerning and related to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees 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 ordinance shall be in full force and effect from and after the earliest period allowed by law.

Attest:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
President of Council

Passed:

Approved:

Effective:

\_\_\_\_\_  
Mayor

(025-14)

Ordinance No.

By – Councilperson McLaughlin (by request)

An ordinance authorizing the Director of Public Service of the City of Euclid to enter into an agreement with Michael Benza and Associates, Inc. for Construction Management and Inspection Services for the East 222<sup>nd</sup> Street and Tungsten Road Water Main and Pavement Improvements Project.

WHEREAS, Ordinance 11-2014 recognized the need for and proposed for the improvement of East 222<sup>nd</sup> Street from Tungsten Road to Euclid Avenue with the request for Cuyahoga County’s assistance; and

WHEREAS, in addition to Cuyahoga County’s assistance, funds will also be derived from the Waterline Fund, OPWC Funds and the Cleveland Water Department.

NOW, THEREFORE, be it ordained by the Council of the City of Euclid, State of Ohio:

Section 1: That the Director of Public Service is hereby authorized to enter into an agreement with Michael Benza & Associates, Inc. for Construction Management and Inspection Services for the East 222<sup>nd</sup> Street and Tungsten Road Water Main and Pavement Improvements Project.

Section 2: Funds to pay for this expenditure are to be derived from the Waterline Fund, OPWC Funds, Cleveland Water Department and a Cuyahoga County grant.

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

Section 4: That this ordinance shall be in full force and effect from and after the earliest period allowed by law.

Attest:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
President of Council

Passed:

Approved:

Effective:

\_\_\_\_\_  
Mayor

(033-14)

Ordinance No.

By – Mayor Cervenik

An ordinance amending Section 1705.03 of the Building and Housing Code of the City of Euclid to allow owners of one to three unit residential properties to obtain building permits under Chapter 1705.

WHEREAS, the City of Euclid the Homeowner Exception to the obtaining building permits has been a source of confusion with rental property owners and has created complaints to the Ohio Department of Commerce; and

WHEREAS, the Administration has determined that residential property owners can obtain building permits for work on primary residences as well as rental units with no increase in an administrative burden on the City; and

WHEREAS, property owners who choose to obtain building permits without a licensed and registered contractor will not have the city to assist in dispute resolution and will assume the risk that upon inspection, the work performed is completed to Ohio code, including the use of licensed contractors where required; and

WHEREAS, the Building Department will print a conspicuous notice on owner obtained building permits that work performed must be inspected and meet state code and that no bond is available should remedial work be required.

NOW, THEREFORE, be it ordained by the Council of the City of Euclid, State of Ohio:

Section 1: That Chapter 1705.03 of the Building and Housing Code of the City of Euclid is hereby amended to read as follows:

**CHAPTER 1705 REGISTRATION OF CONTRACTORS**

\* \* \*

**1705.03 HOME OWNERS' EXCEPTION**

(a) No provision of this Code shall be interpreted to require that the owner of a one- to three-family dwelling or individual row house, or a member of his or her immediate family who does work on said dwelling, be registered to hold a certificate of qualification to personally perform work upon their premises. An owner may obtain all building permits under this exception to personally perform work upon the owner's **one- to three-family dwelling or individual row house** primary residence. ~~An owner may obtain all building permits under this exception to personally perform work upon their premises which is not the owner's primary residence(s), except for the following: Mechanicals (HVAC), Electrical, Plumbing, Concrete, Masonry, Waterproofing, Foundation Repairs, and Roofing.~~

For purposes of this code section, "immediate family" is defined as: spouse, child, parent, foster parent, stepmother, stepfather, mother-in-law, father-in-law, grandparents, grandchildren, stepchildren, foster children, sister, brother, sister-in-law, brother-in-law, legal guardian or other person who stands in place of a parent.

~~For purposes of this code section, a home owner's primary residence shall be determined by the address listed on the home owner's current Federal and State tax returns, driver's license, automobile registration, and voter registration.~~

\* \* \*

Section 2: All other provisions contained in Section 1705.03 shall remain in full force and effect.

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

Section 4: That this ordinance shall be in full force and effect from and after the earliest period allowed by law.

Attest:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
President of Council

Passed:

Approved:

(034-14)

Ordinance No.

By – Mayor Cervenik

An ordinance amending Section 1761.05 “Fees” of the General Offenses Code of the Codified Ordinances of the City of Euclid to create a late payment fee for registration or renewal of one to three unit rental properties more than 30 days past the date required under the Building and Housing Code for registration or renewal and to define the scope of the interior inspection of one to three unit rental properties.

WHEREAS, there has been an increase in the number of one to three unit rental properties within the City; and

WHEREAS, owners of rental properties are required to register with the Housing Department on an annual basis and to better utilize staff resources, interior inspections will be conducted every other year or annually if numerous and persistent violations are found; and

WHEREAS, when an owner of a one to three unit rental property delays or avoids timely registration, the Housing Department faces an increased burden to locate the owner and enforce compliance, including referral to the City Prosecutor; and

WHEREAS, in an effort to recover the increased administrative expense, it has been determined that late registration should require an additional fee; and

WHEREAS, the inspection schedule would not be modified for other types or categories of rental properties.

NOW, THEREFORE, be it ordained by the Council of the City of Euclid, State of Ohio:

Section 1: That Section 1761.05 of the Building and Housing Code is hereby amended to read as follows:

**1761.05 FEES.**

\* \* \*

(d) An application for a ~~Rental License Certificate of Occupancy~~ shall be accompanied by a nonrefundable fee upon inspection of each single, or two or three-family dwelling structure as provided herein:

(1) Newly registered one, two or three-family rental properties: \$200.00 Failure to submit application and the nonrefundable fee within 30 days of occupancy as a rental shall result in a late payment penalty of \$200 in addition to the registration fee.

(2) Annual inspection, per unit, for one, two or three-family rental properties (includes one follow-up inspection if necessary) \$100.00. Inspections will include an interior inspection in alternate years unless 6 or more violations are found in the most recent interior inspection. The Housing Manager is authorized to publish rules for the schedule of alternate year inspection.

Failure to submit application and the nonrefundable fee within 30 days of the renewal date as a rental shall result in a late payment penalty of \$100 in addition to the renewal fee

(3) Subsequent re-inspection, per unit after annual inspection or included re-inspection \$100.00

(4) The owner or manager shall be provided one credit of thirty-two dollars (\$32.00) per unit, per year, against the annual rental inspection fees of one to three family rental properties if the owner or manager provides verification to the Housing Department that they obtained a WebCheck background check of their tenant(s) through the City of Euclid Police Department or an approved Ohio Attorney Generals Office’s Bureau of Criminal Identification and Investigation WebCheck vendor.

\* \* \*

(g) Any owner of a single, two or three-family dwelling structure shall be charged an additional fee of thirty-five dollars (\$35.00) per dwelling unit when the owner, manager or responsible party fails to appear at the scheduled ~~Rental License Certificate of Occupancy~~ inspection or if the owner, manager or responsible party fails to provide entry to Code Official at the scheduled ~~Rental License Certificate of Occupancy~~ inspection. The fee must be paid prior to the issuance of the ~~Rental License Certificate of Occupancy~~.

Section 2: Section 1761.05 of the Building and Housing Code is hereby amended.

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

Section 4: That this ordinance shall be in full force and effect from and after the earliest period allowed by law.

Attest:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
President of Council

Passed:

Approved:

Effective:

\_\_\_\_\_  
Mayor

(035-14)

Ordinance No.

By – Mayor Cervenik

An ordinance amending Section 529.04 “Abatement of Other Nuisances” of the General Offenses Code of the Codified Ordinances of the City of Euclid to provide for an administrative revocation of a Rental License or Certificate of Occupancy, where no rental license has been issued by the City of Euclid.

WHEREAS, the City of Euclid seeks to protect the public through the abatement of nuisance activities occurring at or in proximity to residential structures maintained for rental occupancy; and

WEREAS, the City of Euclid has found that Section 1761.02(c) enables the City Housing Manager to revoke a Certificate of Occupancy issued by the City of Euclid when the holder has failed to comply with provisions of the Euclid Codified Ordinances; and

WHEREAS, in circumstances wherein the owner of rental property has failed to take effective steps to abate criminal nuisance activity connected with the rental property, the revocation of the rental license or certificate of occupancy where no rental license has been issued, serves to promote the public peace by making the continued rental of the property illegal until such time as the nuisance is abated; and

WHEREAS, the City of Euclid has determined that revocation of a Certificate of Occupancy is a matter requiring administrative review through the Planning and Zoning Commission pursuant to its authority to hear appeals from orders of the Building Official and Housing Manager.

NOW, THEREFORE, be it ordained by the Council of the City of Euclid, State of Ohio:

Section 1: That Section 529.04 of the General Offenses Code is hereby amended to read as follows:

**529.04 ABATEMENT OF OTHER NUISANCES.**

(a) If, upon investigation by the Housing Manager, the existence of any nuisance other than those enumerated in Section [529.03](#), is found, the Housing Manager thereupon may declare such condition, building or structure a nuisance. The Housing Manager, in addition to any other action authorized by Section 529.03 of this Code, may revoke the Rental License or Certificate of Occupancy should no Rental License be issued.

Upon abatement of the nuisance activity, the Housing Manager shall cause to be issued a new Rental License and Certificate of Occupancy, if required.

Any owner of the rental property subject to a revocation under this section, may appeal such determination to the Planning and Zoning Commission as provided by the rules for such appeals.

Section 2: That Section 529.04 of the General Offenses Code is hereby amended.

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

Section 4: That this ordinance shall be in full force and effect from and after the earliest period allowed by law.

Attest:

\_\_\_\_\_  
Clerk of Council

\_\_\_\_\_  
President of Council

Passed:

Approved:

Effective:

\_\_\_\_\_  
Mayor