

**AMENDED AGENDA  
TUESDAY, SEPTEMBER 8, 2009 AT 7:00 PM**

**PERMISSIBLE PRELIMINARIES:**

**FIRST GAVEL**

**INVOCATION\*:**

**PLEDGE OF ALLEGIANCE**

**EUCLID CITY COUNCIL MEETING BUSINESS:**

**SECOND GAVEL**

**ROLL CALL OF MEMBERS**

**COMMUNICATIONS:**

**COUNCIL MINUTES:** July 22, 2009

**ADMINISTRATION REPORTS & COMMUNICATIONS:**

**REPORTS & COMMITTEE MINUTES:** Police Report – June & July, 2009  
Monthly Finance Report thru July 31, 2009  
Board of Control Min.: 7/20/09; 7/27/09; 8/3/09/ 8/10/09;  
8/17/09; 8/24/09

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

**LEGISLATION**

1. An emergency ordinance to certify as a lien on the Cuyahoga County tax duplicate the assessments for demolition of properties as provided in Chapter 1753 of the Codified Ordinances of the City of Euclid. (Sponsored by Councilman Van Ho by request of Law Director) Ord. (375-09)
2. An emergency ordinance to certify as a lien on the Cuyahoga County tax duplicate the assessments for nuisance abatement as provided in Chapter 529 of the Codified Ordinances of the City of Euclid. (Sponsored by Councilman Van Ho by request of Law Director) Ord. (376-09)
3. An emergency ordinance to certify as a lien on the Cuyahoga County tax duplicate the assessments for the cutting of grass, weeds, trees and abating other nuisances such as garbage and debris as provided in Sections 529.03 and 1755.28 of the Codified Ordinances of the City of Euclid. (Sponsored by Councilman Van Ho by request of Law Director) Ord. (377-09)
4. An ordinance authorizing the Director of Public Service of the City of Euclid to enter into a series of contracts after advertising for bids for the City's requirements of asphalt, tires and tubes, washing of City-owned cars/vans, and liquid calcium chloride for the calendar years 2010 and 2011. (Sponsored by Councilman Wojtila by request of Service Director) Ord. (369-09)
5. An ordinance to amend Section 2 of Ordinance 227-2008 and 132-2009, to include the Peterson Fund as a source of funding for the East 248<sup>th</sup> Street and Shoreview Road Improvements project. (Sponsored by Councilman Wojtila by request of Service Director) Ord. (370-09)
6. An ordinance amending Section 505.16 "Animals in Public Places Prohibited; Exemptions" of the Codified Ordinances of the City of Euclid, to include an exception for service animals. (Sponsored by Councilwoman Jones by request of Parks & Recreation Director) Ord. (371-09)
7. An ordinance authorizing the Director of Public Service of the City of Euclid to enter into a contract, after advertising for bids, for the East 264<sup>th</sup> Street Improvements – Lake Shore Boulevard to Edgecliff Drive – Project (OPWC Project No. CA 06M/CA 07M). (Sponsored by Councilman Wojtila by request of Service Director) Ord. (372-09)

8. An ordinance authorizing an agreement with KNM Consultants, Inc. to provide Construction Related Services for the following O.P.W.C. State Issue I Projects: East 264<sup>th</sup> Street Improvements – Lake Shore Boulevard to Edgecliff Drive (CA 06M/CA 7M); Roadway and Utility Improvements – Various Streets (CA 08M/CA 09M). (Sponsored by Councilman Wojtila by request of Service Director) Ord. (373-09)
9. An ordinance authorizing the Director of Public Service of the City of Euclid to forego competitive bidding procedures for diesel and unleaded fuel purchases for vehicles and equipment for the City of Euclid, and make such purchases from any of seven (7) specified vendors based on the lowest available price for the calendar years 2010 and 2011. (Sponsored by Councilman Wojtila by request of Service Director) Ord. (374-09)
10. A resolution to reappoint Pat Barnes, Tod Guntner, Bill Kermavner, and Patti Burlingham for three-year terms to the Animal Shelter Commission. (Sponsored by Mayor Cervenik and entire Council) Ord. (379-09)

#### **CEREMONIAL RESOLUTION**

11. A resolution congratulating **Trevor A. Slaby** for his recent accomplishment of attaining the rank of **Eagle Scout** from the Boy Scouts of America, Boy Scout Troop 161, Euclid's Pioneer Troop. (Sponsored by Mayor Cervenik and entire Council) Res. (378-09)

#### **COMMITTEE OF THE WHOLE – PUBLIC PORTION COUNCILMEN'S COMMENTS ADJOURNMENT**

\*Any invocation that may be offered before the start of the official business of the Council shall be the voluntary offering of a private citizen, to and for the benefit of the Administration and Council. The views or beliefs expressed by the invocation speaker have not been reviewed or approved by any City official. The City of Euclid does not endorse the religious beliefs or views of this or any other speaker.

RESOLUTION OF CONGRATULATIONS

A resolution congratulating **Trevor A. Slaby** for his recent accomplishment of attaining the rank of **Eagle Scout** from the Boy Scouts of America, Boy Scout Troop 161, Euclid's Pioneer Troop.

WHEREAS, **Trevor Slaby** began his scouting career as a Tiger Cub in Pack 312 at the age of six. After progressing through Cub Scouts, **Trevor** initially joined Boy Scout Troop 143 before becoming a member of Troop 161; and

WHEREAS, **Trevor** completed his Eagle Scout Project at the age of fifteen, has earned thirty-seven merit badges and is eligible for three palms; and

WHEREAS, **Trevor's** Eagle Scout Project collected over 200 pair of socks and more than 2,500 personal care products that he distributed to the homeless at the Old Stone Church in August, 2008; and

WHEREAS, within Troop 161, **Trevor** participated in many camping experiences including the Winter Klondike Camp and going to the Philmont Scout Ranch in New Mexico, where he was the Crew Chief for the 84 mile backpacking expedition; and

WHEREAS, **Trevor** has not only achieved the rank of **Eagle Scout**, which is the highest honor for a Boy Scout, he is also very involved as a Junior at Lake Catholic High School; and

WHEREAS, **Trevor** is interested in pursuing a career in healthcare as a nurse, and volunteers at Euclid Hospital as a "Comfort Runner" tending to the needs of orthopedic post-surgical patients; and

WHEREAS, **Trevor** plans on remaining active in Troop 161 and assuming more of a leadership role in the future.

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

Section 1: That this Council and Administration do hereby proudly extend congratulations to **Trevor A. Slaby** on attaining the rank of **Eagle Scout** from the Boy Scouts of America.

Section 2: That the Clerk of this Council is hereby authorized and directed to certify a copy of this resolution to **Trevor Slaby**.

Section 3: That this resolution shall take immediate effect.

Resolution No.

By - Mayor Cervenik, Councilpersons  
Holzheimer Gail, Gruber, Jones,  
Langman, Minarik, O'Neill, Scarniench,  
Van Ho, Wojtila

Attest:

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

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

Passed:

Approved:

\_\_\_\_\_  
Mayor

Ordinance No.

By – Councilman Wojtila (by request)

An ordinance authorizing the Director of Public Service of the City of Euclid to enter into a series of contracts after advertising for bids for the City's requirements of asphalt, tires and tubes, washing of City-owned cars/vans, and liquid calcium chloride for the calendar years 2010 and 2011.

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 advertise for bids and enter into a series of contracts for the purchase of the City's requirements of:

- A. Asphalt
- B. Tires and Tubes
- C. Washing City-owned Cars/Vans
- D. Liquid Calcium Chloride

for the calendar years 2010 and 2011, to be in accordance with specifications on file in the office of the Director of Public Service. Said contracts shall be entered into after advertising for not less than two consecutive weeks in a newspaper of general circulation in the City of Euclid and awarded by the Board of Control to the lowest and best bidder. The specifications on file in the office of the Director of Public Service are hereby approved. The contracts shall be in form approved by the Director of Law and shall be in conformance with such specifications. They shall be executed by the Director of Public Service. The Board of Control is hereby authorized to waive any minor or technical irregularities that may occur during the bid process.

Section 2: Funds to pay for this expenditure are to be derived from the following accounts:

- A, D: Street Construction, Maintenance and Repair; State Highways
- B, C: General Fund - Various

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 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 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

Ordinance No.

By – Councilman Wojtila (by request)

An ordinance to amend Section 2 of Ordinance 227-2008 and 132-2009, to include the Peterson Fund as a source of funding for the East 248<sup>th</sup> Street and Shoreview Road Improvements project.

WHEREAS, Ordinance 227-2008, authorized a contract with CT Consultants, Inc. for Engineering Services required for the preparation of construction plans and supplemental specifications for East 248<sup>th</sup> Street and Shoreview Road Improvements (OPWC Project No. CA 16 L/CA 17 L). Ordinance 132-2009 authorized an agreement with KNM Consultants to provide construction management services for the project; and

WHEREAS, funds for this project (Section 2 of the ordinances) will be derived from the Peterson Fund as well as the Issue I, Waterline and Infrastructure Improvement Fund.

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

Section 1: That Section 2 of Ordinance 227-2008 and 132-2009 is hereby amended to include the Peterson Fund as well as the Issue I, Waterline and Infrastructure Improvement Fund as a source of funding for the East 248<sup>th</sup> Street and Shoreview Road Improvements project.

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 and after the earliest period allowed by law.

Attest:

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

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

Passed:

Approved:

Effective:

\_\_\_\_\_  
Mayor

Ordinance No.

By – Councilwoman Jones (by request)

An ordinance amending Section 505.16 “Animals in Public Places Prohibited; Exemptions” of the Codified Ordinances of the City of Euclid, to include an exception for service animals.

WHEREAS, the City of Euclid acknowledges the important role that service animals play in the lives of their owners; and

WHEREAS, the City has determined that it should amend its ordinance prohibiting animals in public places so that there will now be an exception allowing those with service animals to take the animals with them into public buildings throughout Euclid; and

WHEREAS, this amendment is necessary to ensure that the City of Euclid is fully compliant with the Americans with Disabilities Act, 28 C.F.R. §36.302, and Ohio Revised Code § 955.43, as well as to guarantee that there will be no discrimination against citizens who use service animals on a daily basis.

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

Section 1: That Section 505.16 of the General Offenses Code of the City of Euclid is hereby amended to read as follows:

**505.16 ANIMALS IN PUBLIC PLACES PROHIBITED; EXEMPTIONS.**

(a) No person being the owner, keeper, or harbinger of any animal shall allow such animal to enter upon any private property, other than that of the owner, keeper or harbinger of such animal, without the approval of the owner of such property. In addition, the owner, keeper, or harbinger of any dogs or other animals shall be prohibited from taking dogs or other animals into public buildings, public parks, school grounds, the golf course and other City-owned property.

(b) Animals designated as service animals shall not be prohibited under this section, and a person who is accompanied by a service animal shall be able to enter all places into which the public is invited. A service animal is defined as being any animal that has been specifically trained to provide assistance to an individual who is disabled.

(c) A designated canine will be permitted on public grounds within the City for the specific purpose of discouraging Canada geese from nesting in areas such as public parks, playgrounds and golf courses.

(d) The canine will be under the direct supervision of its owner at all times. The owner shall provide to the Animal Control Department a current dog license, rabies tag number and current photograph of the canine.

(e) The designated canine will be permitted in public areas subject to a schedule created by the Director of Parks and Recreation to be adhered to by the canine's owner. Any changes to the schedule must be pre-approved by the Director of Parks and Recreation. A current copy of the schedule must be kept on file at the Animal Control Department at all times.

(f) The owner is responsible for seeing that the assignments and duties of the designated canine are carried out in accordance with all City, State and Federal laws.

(g) Whoever violates or fails to comply with this section is guilty of a misdemeanor of the third degree. A separate offense shall be deemed committed each day during or on which a violation or noncompliance occurs or continues. The penalty shall be as provided in Section 599.02.

Section 2: That Section 505.16 of the General Offences 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 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 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

Ordinance No.

By – Councilman Wojtila (by request)

An ordinance authorizing the Director of Public Service of the City of Euclid to enter into a contract, after advertising for bids, for the East 264<sup>th</sup> Street Improvements – Lake Shore Boulevard to Edgecliff Drive – Project (OPWC Project No. CA 06M/CA 07M).

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 advertise for bids and enter into a contract for the East 264<sup>th</sup> Street Improvements – Lake Shore Boulevard to Edgecliff Drive – Project (OPWC Project No. CA 06M/CA 07M) to be in accordance with specifications on file in the office of the Director of Public Service. Said contract shall be entered into after advertising for not less than two consecutive weeks in a newspaper of general circulation in the City of Euclid and awarded by the Board of Control to the lowest and best bidder. The specifications on file in the office of the Director of Public Service are hereby approved. The contract shall be in form approved by the Director of Law and shall be in conformance with such specifications. It shall be executed by the Director of Public Service. The Board of Control is hereby authorized to waive any minor or technical irregularities that may occur during the bid process.

Section 2: Funds to pay for this expenditure are to be derived from the Water Line Improvement Fund.

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:

\_\_\_\_\_

**CONTRACT**

F O R:

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between the CITY OF EUCLID, represented by its Director of \_\_\_\_\_, Party of the First Part, authorized by Ordinance

and  
of

Contractor, Party of the Second Part, for the following public improvements:

That said Party of the Second Part has agreed, and by these presents does agree with the said Party of the First Part, for the consideration hereinafter mentioned and contained and under the



penalty expressed in the bond bearing even date with these presents and hereto annexed, to furnish at its own proper cost and expense all of the necessary materials, appliances, tools and labor required for: and to the acceptance of the said Party of the First Part.

1. CONTRACT DOCUMENTS. The following constitutes the contract documents, all of which are as fully a part of this contract as if set out verbatim, or if not attached, as if hereto attached: (If not attached, contractor acknowledges it has received a copy of all such documents and agrees to comply with the requirements of them.)

- a. General conditions, and general specifications.
- b. Advertisement for bids.
- c. Instructions to bidders.
- d. Specifications, including addenda, if any.
- e. Plans.
- f. Contractor's proposal.
- g. This contract.
- h. The contractor's bond.
- i. Special provisions, if any.

2. DESIGNATION OF PARTIES AND TERMS. Wherever the terms "City", "Director", "Contractor", or "Work" occur in these specifications, they refer respectively as follows:

The term "City" refers to the City of Euclid, Ohio.

The term "Director" refers to the Director of of said City of Euclid, Ohio, or his duly authorized assistants or representatives.

The term "Contractor" refers to the Party of the Second Part of this contract.

The term "Work" refers to the improvement in general, and may refer either to labor, materials, or both.

3. BEGINNING AND ENDING WORK. The Contractor shall commence the work herein required to be done as requested by written requisitions from the Director, duly certified by the Director of Finance of the City, and the Contractor agrees to do such work herein required when and where designated by the City within the City. Time being the essence of this Contract, the City reserves the right, in addition to its other rights hereunder, to terminate the Contract if the Contractor fails to commence the work after such notice, or to prosecute or complete it within the time stated in the proposal, and to re-let the work in any manner it may determine. The City may, at the request of the Contractor, extend the time for the completion of said work, herein required, if in its judgment said extension of time is justified.

4. PRECEDENCE AND SUSPENSION OF WORK. Work upon any part or portion of the Contract shall, at any time be wholly or partially suspended or discontinued, by the order of the Director, whenever, in his opinion, the best interests of the City, or the progress of work upon other parts or portions of the work may demand it. Claims by the Contractor for damages by reason of any detention on the part of the Director will not be allowed, but any such detention shall work a corresponding extension of the time for completion of the Contract.

5. RECOMMENCEMENT OF WORK. After having discontinued the work at any time for any reason, the Contractor shall not again commence work without first having given notice to the Director of his intentions at least twenty four (24) hours before beginning work.

6. DELAY OF WORK. If any time the Director shall be of the opinion that the work is unnecessarily or unreasonably delayed and will not be finished in the prescribed time, the Director shall serve notice upon the Contractor to that effect. If the Contractor shall not within five (5) days thereafter commence said work, or take such measures as will, in the judgment of the Director, insure the satisfactory completion of the work, the Director may then by and with the consent of the Council notify the Contractor to discontinue all work under the Contract and it is hereby agreed that the Contractor shall immediately respect said notice and stop work, and cease to have any rights to possession of the ground; and the City, after the serving of the notice to discontinue all work under this Contract, is hereby given the power to complete the work herein described, in any manner and by any method it may deem advisable, and in so doing, to use such material as it may find upon the line of said work, or to produce other material for the completion of the same, and to charge the expense of completing said work to the Contractor, and the expense so charged shall be deducted and paid by the

City out of such monies as may then be due, or may thereafter at any time become due to the Contractor under and by virtue of this agreement or any part hereof; and in case such expense is less than the sum which would have been payable under this Contract if the same had been completed by the Contractor, he shall be entitled to receive the difference; and in case such expense is greater, the Contractor shall pay the amount of such excess to the City within thirty (30) days from receipt of notice from the City of the excess so due; or, if in the opinion of the Director, any portion of the work provided for in this Agreement is unnecessarily delayed, the Director may notify the Contractor to that effect, and if the work is not then prosecuted to the satisfaction of said Director, the City is hereby authorized to complete such work to be done and deduct the cost thereof from monies due, or that may thereafter become due by virtue of this Agreement. In the event this contract is not completed on schedule, liquidated damages of Two Hundred Dollars (\$200.00) per day will be charged against the Contractor. Total liquidated damages may be billed to or deducted from any money owed to the Contractor in possession of the City.

7. SUBLETTING OR TRANSFER OF CONTRACT. No part of the work shall be sublet, nor shall the Contract for the whole, or any portion of the work, be assigned, unless by the previous written consent of the City endorsed on the Contract.

If the Contractor shall at any time or in any manner assign, transfer, part with, mortgage, sublet, pledge, or in any way encumber the Agreement, without the written consent of the City, the same shall work a forfeiture of this Contract on the part of the Contractor, at the opinion of the City.

8. DAMAGES AND CLAIMS. The Contractor shall save the City and its officers and agents, harmless from all claims of any nature whatsoever by any person, firm or corporation, for damages either to person or property, arising out of the carrying on of the work; and against liability from all claims relating to labor or materials furnished for the work; and claims to inventions, patents and patent rights used in doing the work, and in case the said City or its representatives are compelled to pay any money on account of any claim or damages due to this Contract or the work done under it, the Contractor and his sureties shall refund the same, together with all expenses connected therewith. The City shall have the right at any and all times to withhold monies of the Contractor in their hands until satisfied what material and labor bills have been paid, and the City may, with the written consent of the Contractor, apply funds so withheld to the payment of acknowledged claims against him.

The Contractor will not be held liable for infringement of any patents on the design of the structure as a whole, unless herein expressly stipulated.

9. CONTRACTOR RESPONSIBLE FOR UNFINISHED WORK. The Contractor will be held responsible for the work until its completion and final acceptance by the City, and will be required to make good, at his own cost, any injury or damage which said work may sustain from any source or cause, before final acceptance thereof.

10. HOURS OF LABOR. The Contractor shall execute the work only during the regular commonly accepted working hours of the day; and shall strictly conform to and comply with all provisions of the law regulating or limiting the hours of labor upon public work; no work shall be done on Sundays, legal holidays, or during the hours of darkness, unless special written permission to the Contractor be given by the Director.

11. PLANS AND SPECIFICATIONS. The specifications and accompanying plans are intended to describe and provide for the complete work. They are to be cooperative and what is called for by either is as binding as if called for by both. The work herein provided for is to be completed in every detail, notwithstanding that every item necessarily involved is not particularly mentioned.

The right is reserved to the Director to correct any errors or omissions in said plans or specifications whenever such correction is necessary for the proper fulfillment of the intention of the plans or specifications, or any discrepancy appears in either, the decision of the Engineer in such case shall be final and conclusive.

12. DIRECTOR TO INSPECT WORK. The work shall be under the inspection of the Director or his authorized assistants, and all orders or directions issued by him or them, for the purpose of insuring the desired quality of work, shall be promptly executed.

All directions required, alluded to, or necessary to complete any of the provisions of these specifications and this Contract, and give them due effect, shall be given by said Director.

No work, other than excavation, shall be done in the absence of an inspector deputized by the Director. If work is ordered stopped, no more work shall be done until such order is withdrawn by the Director. Any work done in the absence of the inspector, or after work has been ordered stopped, shall be removed and replaced by the Contractor at his own expense.

13. SUPERINTENDENT. In the absence of the Contractor, the work shall be in charge of a competent superintendent who shall have full authority to act for him and to supply labor and materials and to do anything necessary to properly receive and obey the instructions of the Director.

14. PUBLIC TRAVEL NOT TO BE OBSTRUCTED. The Contractor shall provide at his own expense means for public travel over, by or around the work as it progresses so far as he may, in the judgment of the Director, be able to do so without injury to the work.

Such means for travel shall be maintained so as to inconvenience public travel as little as possible.

15. PERMITS. The Contractor shall at his own expense and before entering upon any work requiring same, obtain such permits as are required by City ordinance or otherwise.

16. PUBLIC UTILITIES. The Contractor shall give due notice to the owners of all utilities and shall see that their property is properly supported and protected before disturbing, undermining, or interfering with the same. And in no case shall the service of any such utility be disrupted or interfered with, without written consent of the owner thereof, and in case any wire, pipe conduit, pose or other public utility property is damaged or must be moved, the repair or removal shall be done by the owner and the Contractor shall pay all necessary expense in connection therewith, without any right of reimbursement or claim against the City.

17. DAMAGE TO PROPERTY TO BE GUARDED AGAINST. Damages to the adjacent property or structures must be carefully guarded against, especially in making excavations. The Contractor shall be responsible for all damages to the full extent, if the same are occasioned through neglect or failure on his part, or if any subcontractor, or that of anyone in his or their employ, to take all necessary or proper precautions to prevent the same, and he shall assume all risk of damage to any portion of his work.

The Contractor shall put up and maintain suitable colored lights and all other necessary and proper protection for any obstruction that he may place, or cause to be placed, in any public highway or ground, and shall hold the City harmless from any and all claims for damage, to persons or property that may arise out of or be occasioned by the carelessness, neglect, default or oversight on the part of the Contractor, or of any subcontractor, or anyone in his or their employ. The Contractor shall make no claim against the City for damages or loss occasioned by the elements or from any other causes for which the City is not responsible.

Whenever the work is located in private property or right-of-way, it shall be done in conformity with any agreements between the City and the owners of the property.

18. EXTRA WORK. Should the Director deem it advisable to have any extra work done, not originally contemplated under this Contract, said extra work shall be done by the Contractor only subsequent to and in conformity with a subsidiary written agreement between the parties to this Contract, in which agreement the prices to be paid for said extra work shall be fixed and agreed upon. In case the parties to this Contract fail to agree upon the terms of said subsidiary agreement, the City shall have the right otherwise to provide for the execution of said extra work, and the Contractor shall permit the doing of the same, and shall afford every necessary opportunity therefor, and further shall not be entitled to any claim for damages due to the delay or detention caused thereby.

The Contractor further agrees that he shall have no compensation for extra work unless the same is covered by a subsidiary agreement.

19. WORKMANSHIP AND MATERIAL. All materials and workmanship shall be strictly first-class of the grade specified, and shall be subject to the inspection and rejection of the Director or his authorized agent; and all materials condemned by him shall be immediately removed from the work.

The inspection shall not relieve the Contractor from any obligation to perform the work strictly in accordance with the plans and specifications, or any modification thereof, as herein provided, and work not so constructed shall be removed and made good by the Contractor and whenever so ordered by the Director without reference to any previous oversight or error in inspection.

20. CLAIMS FOR LABOR AND MATERIAL. Any and all payments due to or to become due the Contractor, and all rights of the Contractor to demand and receive such payments, shall be subject to all provision of law relating to claims or liens of subcontractor, material men, laborers or mechanics and the City may retain in its hands all such payments until all such provisions have been fully complied with by the Contractor.

The Contractor shall well and truly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished material for said Contractor in the execution of this Contract, and who shall have previously filed an attested account of such claims with the City, and all bills, costs or claims of whatever kind which would in law or equity become a lien upon said improvement or a charge against the City; but in case said attested claims, bills or costs are not paid or adjusted to the satisfaction of the City, then it is agreed that said City may proceed as before stated in the agreement.

21. CONTRACTOR TO CLEAN UP PREMISES. Immediately upon the completion of the work as herein specified, all rubbish and surplus materials shall be removed from the roadway, sidewalks and intersecting streets. All rubbish removed shall be hauled and deposited by the Contractor where directed, haul not to exceed one-half (1/2) mile; but if no directions are given, the Contractor must dispose of it in a satisfactory manner before final acceptance. The cost of cleaning up the premises shall be included in the prices bid for the improvement.

22. PRICES. The prices specified in the accepted proposal for the work shall include the supply and erection, in a good, sound, substantial and workmanlike manner, of all items required for the completion of the entire work proposed for and shall include all the items shown on the drawings specified, indicated or reasonably implied herein, also all forms, false-work, labor, workmanship, materials, tools, machinery, and appliances necessary and best adapted to the efficient, prompt and safe execution of both the permanent and temporary work.

23. PAYMENT. (A) The Director will have current estimates in writing, one each month, of the materials in place complete and the amount of work performed in accordance with the Contract during the preceding month and value thereof. The Contractor shall be paid the amount of each such estimate less a deduction of ten per centum (10%) which shall be retained until final completion of all work covered by the Contract.

(B) Partial payments may be made for materials, fixtures and equipment in advance of their actual incorporation in the work, as the Director may approve, and upon such terms and conditions as he shall prescribe. In such event, the Contractor will be held responsible for such materials, fixtures, and equipment until their actual incorporation in the works and will be required to make good, at his own cost, any shortages, injury or damage to the same from any source or cause whatsoever.

(C) Upon final acceptance of the work as certified by the Director, the City shall pay to the Contractor, the whole amount of the money then due the said Contractor under the Contract, except such sum as which have already been paid and exceed such sum as may have been expended by the City under the provisions of the Contract and less a deduction of ten per centum (10%) to be retained for a further period of ninety (90) days.

(D) Ninety (90) days after the final acceptance provided for in Section (C) preceding, the ten per centum (10%) retained shall be disposed as follows:

- (1) Eighty percent (80%) of the amount so retained (being eight per centum (8%) of the total amount of the Contract) less any claims or deductions that shall have been established against the said amount shall be paid to the Contractor.
- (2) Twenty percent (20%) of the amount so retained (being two per centum (2%) of the total amount of the Contract) shall continue to be retained by the City for a period of one year from the date of final acceptance at the end of which time, if there be no claim established under the terms of this Contract, the whole amount shall be due and payable to the Contractor.
- (3) The parties mutually agree to comply with the applicable provisions of Ohio Revised Code 153.12, .13, .14 and .63 pertaining to escrow accounts and contract retainage.

24. FINAL PAYMENT. The payment of the money provided for in subsection (D) of the preceding section shall constitute a full and complete discharge of all of the duties and obligations of

the City under this Contract. All prior partial estimates shall be subject to correction in the final estimates.

25. GUARANTY OF MATERIALS AND WORKMANSHIP. The Contractor guarantees that the workmanship and materials furnished under these specifications, and used in the said improvement are in all respects first class, and of such kind and quality that the improvement will remain in good and sound condition subject only to ordinary wear and tear and ordinary obsolescence of the elements.

26. LEGAL PROVISIONS. Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though it were included herein, and if, by mere mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party hereto the Contract shall forthwith be physically amended to make such insertion.

27. ROYALTIES. The Contractor shall pay all royalties upon any patented articles, appliance, or material necessary to be used in the work and the cost of the perpetual right to use said patented articles, appliance or material or any of their parts.

28. ALTERATIONS IN CONTRACT. The City reserves the privilege when it becomes necessary, in the opinion of the Director, in the prosecution of the work, to make alterations or modifications in the Contract, such alterations or modifications to be made upon the order of the Director when the price to be paid for the work and material, or both, under the altered or modified Contract, has been agreed upon in writing and signed by the Contractor and the Director, as provided by law.

29. WORK DURING WET OR FREEZING WEATHER. Should the weather at any time be unusually wet or so cold and frosty that all or any part of the work, in the opinion of the Director, cannot be done in a proper manner, or with due regard to the durability, or should such be the case from any other cause, then the Director may order such part of the work suspended until a more suitable season, in which case the Contractor shall cover or otherwise protect the several parts of the work, so that the same will not be injured by the weather or any other cause.

Should the work be carried on under permission of the Director, during cold or frost weather, the Contractor shall assume all responsibility for the work, and at his own cost take such precautions and furnish such protection to work as may be necessary, and, in the judgment of the Director, are adequate to permit proper and satisfactory workmanship and prevent the freezing of the work.

30. NONDISCRIMINATION. The Contractor and subcontractors, if any, shall not discriminate against any employee or applicant for employment, for work on the project under this Contract who are otherwise qualified by training and experience for such work, by reason of race, color, national origin, religion, sex and political affiliations. The Contractor and subcontractors, if any, will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, national origin or political affiliation. Such action will include, but not be limited to, the following: employment; upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor and subcontractors, if any, agree to post in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

The Contractor and subcontractors, if any, will in all solicitations or advertisements for employees placed by or on behalf of the Contractor or any subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin or political affiliation.

The Contractor and subcontractors, if any, will send a notice to the representative of each labor union with which it has a collective bargaining agreement and/or contractor understanding. Said notice shall be provided by the City and shall describe the contractor's and subcontractor's commitments under this section. Further, the contractor and subcontractor shall post copies of such notice in conspicuous places available to employees and applicants for employment.

The Contractor and subcontractors, if any, will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor or other Federal agency be responsible for enforcement of the equal opportunity provisions where applicable and will likewise comply with the provisions of Sections 4112.02, .07, and 15359 of the Ohio Revised Code.

The Contractor and subcontractors, if any, will furnish all information and reports required by Executive Order no. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto when the same are applicable, and will permit access to all books, records and accounts by the appropriate City and Federal officials for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's or subcontractor's non-compliance with the nondiscrimination clause of this Contract, or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further City contracts in accordance with procedures provided in Executive Order No. 11246 of September 25, 1965, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order, or by rule, regulation or order of the Secretary of Labor, the City Mayor, or as may otherwise be provided by law.

The Contractor will include the provisions of Section 30 herein in every subcontract or purchase order unless exempted by rules, regulation or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1964, or by the order of the City Mayor, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions including sanctions for non-compliance, provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as the result of such direction by the City, the Contractor may request, in the case of contracts receiving federal assistance, the United States to enter into such litigation's to protect the interests of the United States.

The Contractor shall file and shall cause each of his subcontractors, if any, to file compliance reports with the City in the form and to the extent as may be prescribed by the City Mayor. Compliance reports filed at such times as directed shall contain information as to the practices, policies, programs, and employment policies, and employment statistics of the Contractor and each subcontractor.

31. WAGE RATES. The Contractor agrees to pay the prevailing rates of wages as established by the Industrial Commission of Ohio for the class of work called for. Such wages shall be no less than wages paid the same trade of occupation in the City by bona fide organizations of employers at the date of this Contract. This provision shall likewise apply to wages paid by any subcontractor.

32. INSURANCE. The Contractor shall maintain such insurance as will protect it under Workers' Compensation Acts and for any other claims for damages to property, or for personal injury, including death, which may arise from operations under this Contract, whether such operations be by the Contractor or by any subcontractor, or anyone directly or indirectly employed by the Contractor or any subcontractor. The amount of any liability insurance required hereunder shall be fixed by the Director, and he may require that certificates of such insurance or evidence thereof be filed thereon with him and be subject to his approval for adequacy of protection. In those instances in which the contract price, as estimated in Section 34 below, exceeds \$100,000, the Contractor shall file and maintain in force separate and distinct liability insurance policies for each the City and the Contractor. When the estimated contract price does not exceed \$100,000, the Contractor shall file and maintain in force, naming the City as Insured, a contractor's liability policy. In either case, the liability policies shall be in a form approved by the Director of Law and shall cover all operations in connection with the work on either public or private property, in limits of \$300,000 bodily injury or wrongful death for each person, \$500,000 for each accident, and \$300,000 property damage liability, \$500,000 for each accident, and \$1,000,000 umbrella liability.

33. CAMPAIGN CONTRIBUTIONS. The Contractor hereby certifies that all applicable parties listed in Division (I)(3) or (J)(3) of O.R.C. 3517.13 are in full compliance with Divisions (I)(1) and (J)(1) of O.R.C. Section 3517.13.

34. SURETY BOND. The Contractor shall furnish bond in the amount of: (\$ ) conditioned to indemnify and save harmless the City from all claims, suits and actions of every description and conditioned upon the full and faithful performance of the work herein specified,

according to the terms, conditions and requirement of the plans, specifications of this Contract. Said bond shall further indemnify and save harmless the City from all claims, suits and action of every kind and description and for all costs and expenses growing out of any such claim, suits and actions.

35. CONTRACT PRICE. Any estimated quantities stated in the specifications and bid blanks are approximate only. The City contracts to pay to the Contractor aggregate estimates, including the final estimate in the amount of: (\$ ) which is the Contract price. No certificate given or payment made under this Contract shall be conclusive evidence of the performance of this Contract in whole or in part.

36. COMPLETION TIME. The Contractor will commence the work required by the contract documents within ten (10) calendar days after the date of the Notice to Proceed and will complete the same within ( ) calendar days unless the period for completion is extended otherwise by the contract documents. If work has not been completed within this time period, and an extension of time has not previously been granted, the City may then enact its right to begin to collect liquidated damages as stated in Section 6 of this Contract.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures as of the day and year first above written.

THE CITY OF EUCLID, OHIO

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Title

APPROVED AS TO FORM:

\_\_\_\_\_  
Director of Law of the  
City of Euclid, Ohio

CERTIFICATION WILL BE PROVIDED BY THE FINANCE DEPARTMENT.

AFFIDAVIT

This affidavit is to be filled out and executed by the bidder; if the bid is made by a corporation, then by its properly authorized agent.

The name of the individual swearing to the affidavit should always appear on the line marked "Name of Affiant". The affiant's capacity, when a partner or officer of a corporation, should be inserted on lines marked "Affiant". The affiant should sign individual name at end, not partnership nor corporation name, and swear to said affidavit before a Notary Public who must attach his/her seal.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_ SS:

\_\_\_\_\_,  
(Name of Affiant)

being duly sworn, do depose and say that:

resides at

and that

(Give names of all persons, firms or corporations interested in bid)

is or are the only persons interested with in the profits of any Contract which may result from the herein contained proposal; that the said proposal is made without any connection or interest in the profits thereof with any other person making any other bid or proposal for said works; that the said proposal is, on \_\_\_\_\_ part, in all respects fair, and without collusion or fraud; and also that no member of the Council, head of any department or bureau or employee therein or any officer of the City, is directly or indirectly interested therein; and that all statements made by him in this proposal are true.

SUBSCRIBED AND SWORN to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

Title

Affiant



BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

as principal, \_\_\_\_\_  
and \_\_\_\_\_ as surety, are  
hereby held and firmly bound unto the City of Euclid, State of Ohio, in the sum of:  
for the payment of which well and truly to be made, we do hereby jointly and severally bind  
ourselves, our heirs, successors, administrators, executors, and assigns, by these presents.

The conditions of the obligations are such that, whereas, the above named principal did on the  
day of \_\_\_\_\_, 20\_\_\_\_, enter into the Contract hereto attached, with the said City of  
Euclid, Ohio, which said Contract is made a part of this bond the same as if fully set forth herein.

Now, if the said Party of the Second Part in the aforesaid Contract shall well and truly execute  
all and singular the stipulation by it to be executed and shall fully and faithfully perform the work  
therein specified and do and perform all and singular the terms, conditions and requirements of the  
plans, specifications and contract, and shall indemnify and save harmless the City from all suits and  
actions of every name and description brought against the said City, its officers and agents, for or on  
account of any injury or damage to person or property arising from or growing out of the construction  
of the work in said Contract specified to be done, or the doing of any work therein described and shall  
indemnify and save harmless the City from any and all suits and expense over and above the expenses  
included in the Contract price, for royalties or infringements on patents that may be involved in the  
material contracted for, or any of the parts thereof, or in the use of any appliances or material, or any  
of the parts thereof hereafter, and is said Party of the Second Part shall defend, at its proper cost and  
expense, any and all suits and actions of every kind whatsoever that may be brought against the Said  
City by reason of the use of any appliances or any of the parts thereof, and further shall indemnify and  
save harmless the said City from all liens, charges, claims, demands, loss, costs and damages of every  
kind and nature whatsoever, and shall pay all lawful claims of subcontractors, material men and  
laborers for labor performed and for materials furnished in carrying forward, performing or  
completing of said Contract, then this obligation shall be void, otherwise to be and remain in full force  
and effect in law; we hereby agreeing and consenting that this undertaking shall be for the benefit of  
any laborer or material men having a just claim as aforesaid as well as for the City, and further, that  
the parties to the foregoing Contract may, from time to time as often as they see fit, make any  
additions to, omissions from, or modifications of the work plans or specifications.

Said surety, for value received, hereby stipulates and agrees that no change, extension of time,  
alteration or additions to the terms of the Contract or to the work to be performed thereunder, or the  
specifications accompanying the same shall in anyway effect its obligations on this bond and it does  
hereby waive notice of any such change, extension of time, alteration or addition to the terms of the  
Contract or to the work, or to the specifications.

WITNESS our signatures this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

APPROVED AS TO FORM:

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

\_\_\_\_\_  
Director of Law of the  
City of Euclid, Ohio

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

ADDENDUM NO. 1

Section 153.13 of the Ohio Revised Code establishes that for contracts of \$15,000.00 or greater, the required amount of retainage to be withheld is to be withheld from the first 50% of payments made. The law also stipulates that these retained amounts be placed in escrow.

We are proposing to hold the retained amount of your contract and invest it with other City funds in order to take advantage of maximum yields. Upon notice from the Department of Public Service, the retainage with interest from the date of escrow will be released to you. We are in no way guaranteeing any minimum interest earnings, however the City's earnings rates have been competitive.

Project: \_\_\_\_\_

I accept the proposed escrow agreement for retainage held.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Mayor

Ordinance No.

By – Councilman Wojtila (by request)

An ordinance authorizing an agreement with KNM Consultants, Inc. to provide Construction Related Services for the following O.P.W.C. State Issue I Projects:

- East 264<sup>th</sup> Street Improvements – Lake Shore Boulevard to Edgecliff Drive (CA 06M/CA 7M).
- Roadway and Utility Improvements – Various Streets (CA 08M/CA 09M).

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

Section 1: That an agreement with KNM Consultants, Inc. to provide Construction Related Services for the East 264<sup>th</sup> Street Improvements – Lake Shore Boulevard to Edgecliff Drive (CA 06M/CA 7M), and Roadway Utility Improvements – Various Streets (CA 08M/CA 09M), O.P.W.C. State Issue I Projects, is hereby approved.

Section 2: Funds to pay for this expenditure are to be derived from the Peterson/Waterline Fund and partial reimbursement from Cleveland Water Department.

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

Ordinance No.

By – Councilman Wojtila (by request)

An ordinance authorizing the Director of Public Service of the City of Euclid to forego competitive bidding procedures for diesel and unleaded fuel purchases for vehicles and equipment for the City of Euclid, and make such purchases from any of seven (7) specified vendors based on the lowest available price for the calendar years 2010 and 2011.

WHEREAS, it has been determined that the purchase of diesel and unleaded fuel on an annual bid basis is uneconomical because of the frequency of changes in fuel prices; and

WHEREAS, in order to ensure that fuel is purchased at the lowest possible price, when a fuel purchase is required all seven (7) of the following vendors will be contacted and the lowest price available will be accepted; and

WHEREAS, the seven (7) specified vendors are:

Great Lakes Petroleum Company  
4478 Johnston Parkway  
Cleveland, Ohio 44128  
(216) 478-0501 or (800) 686-3455

GreenLeaf Energy Company, LLC  
21801 Lake Shore Blvd., Suite 101  
Euclid, Ohio 44123  
(216) 289-2277

Mansfield Oil Company  
1025 Airport Parkway, SW  
Gainesville, Georgia 30501-9833  
(800) 255-6699

Petroleum Traders Corporation  
7120 Point Inverness Way  
Fort Wayne, Indiana 46804-7928  
(260) 432-6622

Ullman Oil Company  
P. O. Box 23399  
Chagrin Falls, Ohio 44023-0399  
(440) 543-5195

Universal Oil, Inc.  
265 Jefferson Avenue  
Cleveland, Ohio 44113-2594  
(216) 771-4300 or (800) 362-1530

Western Reserve Fuel Oil, Inc.  
38001 Stevens Boulevard  
Willoughby, Ohio 44094  
(440) 951-5100

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 to forego competitive bidding procedures for diesel and unleaded fuel purchases for vehicles and equipment for the City of Euclid and make such purchases from any of the seven (7) vendors based on the lowest available price for the calendar years 2010 and 2011.

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 and after the earliest period allowed by law.

Attest:

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

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

Passed:

Approved:

Effective:

\_\_\_\_\_  
Mayor

Ordinance No.

By - Councilman Van Ho (by request)

An emergency ordinance to certify as a lien on the Cuyahoga County tax duplicate the assessments for demolition of properties as provided in Chapter 1753 of the Codified Ordinances of the City of Euclid.

WHEREAS, Chapter 1753 of the Codified Ordinances of the City of Euclid requires the owner of a property to incur the costs of demolition of a structure; and

WHEREAS, Section 1753.08 of the Codified Ordinances of the City of Euclid authorizes the Commissioner or Buildings and/or Housing Manger to certify to the County Auditor the cost of demolition if the expenses and cost of demolition are not paid by the owner of the premises; and

WHEREAS, The City did give notice to various property owners setting forth the nature of the nuisance of their property, the City's intent to condemn and/or demolish the property, appeal rights, a reasonable time determined by the Housing Manager or certified Building Official within which the owner shall rehabilitate or demolish the premises, and the statement that unless the nuisance is abated within the stated time it may be abated by the City and the cost of demolition assessed on the real estate involved; and

WHEREAS, said property owners failed to abate the nuisances on their respective property and failed to compensate the City for its demolition of their structures, and as such, the properties shall be assessed on the tax duplicate for the city's cost of demolition; and

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, State of Ohio:

Section 1: That the assessment of the cost and expense of demolitions under Chapter 1753 of the Codified Ordinances of the City of Euclid, be as follows:

See attached list of 5 parcels for a total of \$27,138

As found by this Council, notice of the intended filing of assessments has been given as required by Chapter 1753, be and the same is hereby adopted and confirmed, and that there be and there is hereby levied and assessed upon the lots and lands attached hereto the several amounts reported as aforesaid, which assessments together with the descriptions of said lots and lands are now on file in the office of the Clerk of Council, and which assessments are in proportion to the special benefits to said property and are not in excess of any statutory limitations.

Section 2. That the Clerk of Council is hereby authorized and directed to cause a copy of this Ordinance to be served upon the Auditor of Cuyahoga County, Ohio, who shall place the same upon the tax duplicate of said County, to be collected in the same manner as other taxes and assessments, together with all lawful interest and penalties, pursuant to the Ohio Revised Code.

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 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:

\_\_\_\_\_  
Mayor

**SPECIAL ASSESSMENT**  
**CERTIFICATION LIST**

TO THE AUDITOR OF CUYAHOGA COUNTY:

FRANK RUSSO

THE FOLLOWING LIST OF SPECIAL ASSESSMENT CHARGES HAS BEEN CONFIRMED BY THE COUNCIL OF THE CITY OF EUCLID, OHIO AND IS HEREBY CERTIFIED FOR COLLECTION IN ONE (1) ANNUAL INSTALLMENT TO BE COLLECTED IN THE TAX YEAR 2009 TO 2009.

DATE: \_\_\_\_\_

\_\_\_\_\_  
Officer)                      Title

(Signature of Fiscal

<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>Annual I</b>
641-18-032	21151	MORRIS	5356	1 annual i
<b>Total 1 parcel</b>			<b>5356</b>	
644-07-029	24995	LAKESHORE #9	5408	1 annual i
644-29-043	23329	WILLIAMS	5248	1 annual i
<b>Total 2 parcels</b>			<b>10,656</b>	
646-23-034	1496	E 196	5350	1 annual i
646-23-065	1496	E 195	5776	1 annual i
<b>Total 2 parcels</b>			<b>11,126</b>	
<b>TOTAL 5 PARCELS</b>			<b>27,138</b>	



(376-09)

Ordinance No.

By – Councilman Van Ho (by request)

An emergency ordinance to certify as a lien on the Cuyahoga County tax duplicate the assessments for nuisance abatement as provided in Chapter 529 of the Codified Ordinances of the City of Euclid.

WHEREAS, Section 529.07 of the Codified Ordinances of the City of Euclid provides that certain activities occurring in the City of Euclid on any residential or commercial property, and engaged in by an owner, occupant, or invitee of the owner, occupant or person in charge of any commercial or residential property, are public nuisances; and

WHEREAS, The Housing Manager or certified Building Official, upon finding that two or more nuisance activities, or one felony drug activity have occurred within any twelve month period, caused written notice to be served on the owner of the property declaring that such property is a nuisance property; and

WHEREAS, The City did give notice to the property owner that if additional nuisance activity occurs, the City may abate the nuisance by responding to the activity using administrative and law enforcement actions, and the costs of such abatement shall be assessed on the nuisance property; and

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, State of Ohio:

Section 1: That the assessment of the cost and expense of nuisance abatement under Chapter 529 of the Codified Ordinances of the City of Euclid, be as follows:

See attached list of 2 parcels for a total of \$600

As found by this Council, notice of the intended filing of assessments has been given as required by Chapter 529, be and the same is hereby adopted and confirmed, and that there be and there is hereby levied and assessed upon the lots and lands attached hereto the several amounts reported as aforesaid, which assessments together with the descriptions of said lots and lands are now on file in the office of the Clerk of Council, and which assessments are in proportion to the special benefits to said property and are not in excess of any statutory limitations.

Section 2. That the Clerk of Council is hereby authorized and directed to cause a copy of this Ordinance to be served upon the Auditor of Cuyahoga County, Ohio, who shall place the same upon the tax duplicate of said County, to be collected in the same manner as other taxes and assessments, together with all lawful interest and penalties, pursuant to the Ohio Revised Code.

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 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:

\_\_\_\_\_  
Mayor

**SPECIAL ASSESSMENT**



<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>Annual I</b>
643-34-014	629	E 240	200	1 annual i
<b>Total 1 parcel</b>			<b>200</b>	
647-33-023	25141	Fisher	400	1 annual i
<b>Total 1 parcel</b>			<b>400</b>	
<b>TOTAL 2 PARCELS</b>			<b>600</b>	

(377-09)

Ordinance No.

By - Councilman Van Ho (by request)

An emergency ordinance to certify as a lien on the Cuyahoga County tax duplicate the assessments for the cutting of grass, weeds, trees and abating other nuisances such as garbage and debris as provided in Sections 529.03 and 1755.28 of the Codified Ordinances of the City of Euclid.

WHEREAS, Section 529.03 of the Codified Ordinances of the City of Euclid authorizes the Housing Manager or certified Building Official, to abate nuisances involving sidewalks, weeds, tall grass, landscaping, unsecured vacant property, or abandoned unusable property or other debris where the property owner fails to do so upon notification, and levy an assessment against the property for the cost to the City if the property owner fails to pay the City; and

WHEREAS, Section 1755.28 of the Codified Ordinances of the City of Euclid authorizes the Director of Community Services and Economic Development to cut grass and weeds that extend or stand more than six inches above grade where the property owner fails to do so, and upon notification, levy an assessment against the property for the cost to the City if the property owner fails to pay the City; and

WHEREAS, under all of the above ordinance sections, the City did give notice to various property owners setting forth the nature of the nuisance, the estimate of the cost of abating the nuisance if done by the City, a reasonable time determined by the Housing Manager or certified Building Official within which the owner shall abate the nuisance or pay the estimated cost to the City, and the statement that unless the nuisance is abated within the stated time it may be abated by the City and the cost of abatement assessed on the real estate involved; and

WHEREAS, said property owners failed to abate the nuisances on their respective property and failed to compensate City for its nuisance abatement, and as such, the properties shall be assessed on the tax duplicate for the city's cost of abatement of the nuisance; and

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, and to meet the deadline of Cuyahoga County.

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

Section 1: That the assessment of the cost and expense of cutting grass, weeds, trees and abating other nuisances such as garbage and debris under Sections 529.03 and 1755.28 of the Codified Ordinances of the City of Euclid, be as follows:

See list of 571 parcels for a total of \$237,755 on file with Clerk of Council

As found by this Council, notice of the intended filing of assessments has been given as required by Sections 529.03 and 1755.28, be and the same is hereby adopted and confirmed, and that there be and there is hereby levied and assessed upon the lots and lands attached hereto the several amounts reported as aforesaid, which assessments together with the descriptions of said lots and lands are now on file in the office of the Clerk of Council, and which assessments are in proportion to the special benefits to said property and are not in excess of any statutory limitations.

Section 2. That the Clerk of Council is hereby authorized and directed to cause a copy of this Ordinance to be served upon the Auditor of Cuyahoga County, Ohio, who shall place the same upon the tax duplicate of said County, to be collected in the same manner as other taxes and assessments, together with all lawful interest and penalties, pursuant to the Ohio Revised Code.

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 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:

\_\_\_\_\_  
Mayor

**SPECIAL ASSESSMENT**  
**CERTIFICATION LIST**

**TO THE AUDITOR OF CUYAHOGA COUNTY:**

**FRANK RUSSO**

**THE FOLLOWING LIST OF SPECIAL ASSESSMENT CHARGES HAS BEEN CONFIRMED BY THE COUNCIL OF THE CITY OF EUCLID, OHIO AND IS HEREBY CERTIFIED FOR COLLECTION IN ONE (1) ANNUAL INSTALLMENT TO BE COLLECTED IN THE TAX YEAR 2009 TO 2009.**

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**Officer)**

**Title**

**(Signature of Fiscal**

<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>Annual</b>
641-02-023	160	E 190	\$592.00	
641-03-049	94	E 196	\$316.00	
641-04-056	160	E 192	\$300.00	
641-04-082	19171	LAKE SHORE	\$632.00	
641-06-066	19700	PASNOW	\$150.00	
641-08-023	19520	LAKE SHORE	\$510.00	
641-08-029	19350	LAKE SHORE	\$356.00	
641-08-073	19600	S. LAKE SHORE	\$100.00	
641-08-082	280	E 200	\$150.00	
641-09-016	350	E 200	\$150.00	
641-09-106	305	E 194	\$360.00	
641-09-123	19470	S. LAKE SHORE	\$166.00	
641-10-006	18610	LAKE SHORE	\$150.00	
641-10-022	18911	LOCHERIE	\$206.00	
641-10-092	18830	PASNOW	\$206.00	
641-10-097	18930	PASNOW	\$206.00	
641-10-105	18901	NAUMANN	\$620.00	
641-10-120	549	E 185	\$806.00	
641-11-086	19500	MEREDITH	\$616.00	
641-11-107	19101	PASNOW	\$150.00	
641-11-114	19150	PASNOW	\$766.00	
641-11-142	19311	NAUMANN	\$586.00	
641-11-150	19005	NAUMANN	\$150.00	
641-12-013	19700	NEWTON	\$300.00	
<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>Annual</b>
641-12-021	394	E 200	\$150.00	
641-12-060	19560	PASNOW	\$450.00	
641-12-061	19580	PASNOW	\$600.00	
641-12-069	19772	PASNOW	\$166.00	
641-12-075	19801	PASNOW	\$150.00	
641-12-079	19701	PASNOW	\$150.00	
641-12-082	19561	PASNOW	\$1,436.00	
641-12-119	19700	LOCHERIE	\$150.00	
641-13-024	18744	ABBY	\$150.00	
641-13-025	18792	ABBY	\$150.00	
641-13-056	18830	MONTEREY	\$460.00	
641-13-075	18731	MONTEREY	\$450.00	
641-13-076	18701	MONTEREY	\$150.00	
641-13-086	18730	RENWOOD	\$370.00	
641-13-096	18948	RENWOOD	\$666.00	
641-13-110	18721	RENWOOD	\$570.00	
641-13-113	18631	RENWOOD	\$150.00	
641-13-114	18623	RENWOOD	\$150.00	
641-13-117	18650	NAUMANN	\$586.00	
641-13-118	18670	NAUMANN	\$150.00	
641-13-127	18930	NAUMANN	\$466.00	
641-14-002	19030	NAUMANN	\$356.00	

641-14-004	19070	NAUMANN	\$300.00	
641-14-011	19310	NAUMANN	\$150.00	
641-14-018	19500	NAUMANN	\$300.00	
<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>Annual</b>
641-14-053	19310	RENWOOD	\$1,536.00	
641-14-084	19001	MONTEREY	\$150.00	
641-14-097	19300	MONTEREY	\$300.00	
641-14-107	19501	ORMISTON	\$520.00	
641-14-122	19400	ORMISTON	\$450.00	
641-14-136	19351	TYRONNE	\$882.00	
641-14-140	19326	TYRONNE	\$150.00	
641-14-152	672	E 193	\$300.00	
641-15-003	19570	NAUMANN	\$750.00	
641-15-039	618	E 200	\$206.00	
641-15-042	19862	TYRONNE	\$600.00	
641-15-061	19601	TYRONNE	\$1,640.00	
641-15-075	19901	TYRONNE	\$150.00	
641-15-086	19720	ORMISTON	\$300.00	
641-15-113	19901	ORMISTON	\$360.00	
641-15-128	19600	MONTEREY	\$150.00	
641-15-149	19901	MONTEREY	\$300.00	
641-15-162	19630	RENWOOD	\$450.00	
641-15-163	19620	REWOOD	\$206.00	
641-16-012	449	E 200	\$150.00	
641-17-038	20571	MORRIS	\$260.00	
641-17-072	20671	TRACY	\$150.00	
641-17-076	20631	TRACY	\$634.00	
641-17-098	20990	TRACY	\$510.00	
641-17-114	20651	NICHOLAS	\$150.00	
<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>Annual</b>
641-17-128	20900	NICHOLAS	\$216.00	
641-18-023	21371	MORRIS	\$416.00	
641-18-032	21151	MORRIS	\$4,628.00	
641-18-056	21430	MORRIS	\$206.00	
641-18-086	21300	TRACY	\$370.00	
641-18-100	21301	NICHOLAS	\$216.00	
641-18-111	21200	NICHOLAS	\$296.00	
641-19-005	21670	WILMORE	\$210.00	
641-19-007	21730	WILMORE	\$150.00	
641-19-017	22000	WILMORE	\$150.00	
641-19-100	22100	TRACY	\$150.00	
641-19-108	21901	TRACY	\$528.00	
641-19-127	21730	MORRIS	\$150.00	
641-20-064	20471	TREBEC	\$206.00	
641-21-045	20960	ARBOR	\$416.00	
641-21-057	20583	GOLLER	\$466.00	
641-21-084	20850	TREBEC	\$656.00	
641-21-100	20551	TREBEC	\$150.00	
641-22-007	21150	NAUMANN	\$206.00	
641-22-008	21170	NAUMANN	\$150.00	
641-22-028	20970	ARBOR	\$430.00	

641-22-037	21220	ARBOR	\$160.00	
641-22-055	21231	GOLLER	\$150.00	
641-22-125	21201	MILAN	\$150.00	
641-22-130	21291	MILAN	\$436.00	
<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>Annual</b>
641-23-024	20400	LINDBERG	\$436.00	
641-23-030	20471	LINDBERG	\$150.00	
641-23-033	20371	LINDBERG	\$296.00	
641-23-038	20219	LINDGERG	\$296.00	
641-24-012	20770	GOLLER	\$150.00	
641-24-029	20750	MILLER	\$206.00	
641-24-033	20621	MILLER	\$356.00	
641-24-055	20851	N. VINE	\$220.00	
641-24-057	20771	N. VINE	\$720.00	
641-25-087	21330	MILLER	\$150.00	
641-27-062	21571	MILLER	\$206.00	
641-27-070	21901	MILLER	\$850.00	
641-27-092	21750	MILLER	\$914.00	
641-28-054	950	E 216	\$206.00	
641-29-039	881	E 210	\$542.00	
641-29-066	931	E 214	\$150.00	
641-30-005	866	E 210	\$410.00	
641-30-033	891	E 207	\$210.00	
<b>BOOK 641 TOTAL 117 PARCELS</b>			<b>\$46,354</b>	



<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>C Annual</b>
642-02-015	174	E 207	\$300.00	
642-02-121	105	E 205	\$216.00	
642-02-138	160	E 206	\$1,126.00	
642-04-029	20881	LAKE SHORE	\$260.00	
642-04-030	20871	LAKE SHORE	\$150.00	
642-04-079	131	E 208	\$616.00	
642-05-043	40	E 217	\$300.00	
642-06-027	21431	LAKE SHORE	\$380.00	
642-06-115	130	E 216	\$360.00	
642-06-123	170	E 216	\$2,058.00	
642-07-011	41	E 221	\$150.00	
642-07-026	74	E 221	\$450.00	
642-08-007	135	E 220	\$600.00	
642-08-029	110	E 220	\$356.00	
642-08-048	156	E 219	\$150.00	
642-08-051	146	E 219	\$370.00	
642-09-044	100	NOBLE BEACH	\$150.00	
642-09-045	94	E 224	\$150.00	
642-09-050	70	E 224	\$466.00	
642-11-027	241	E 218	\$656.00	
642-11-021	234	E 218	\$206.00	
642-12-110	18721	RENWOOD	\$770.00	
642-13-020	21961	MAYDALE	\$206.00	
642-13-027	21731	MAYDALE	\$566.00	
642-13-104	314	E 216	\$206.00	
<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>C Annual</b>
642-14-029	394	E 215	\$306.00	
642-14-060	21571	S. LAKE SHORE	\$150.00	
642-14-107	21630	BRUCE	\$150.00	
642-15-006	22051	PRIDAY	\$410.00	
642-15-007	22001	PRIDAY	\$356.00	
642-15-018	21701	PRIDAY	\$206.00	
642-15-063	21910	S. LAKE SHORE	\$560.00	
642-18-036	317	E 211	\$276.00	
642-18-076	295	E 210	\$426.00	
642-18-081	294	E 210	\$206.00	
642-18-116	257	E 208	\$150.00	
642-19-011	21021	S. LAKE SHORE	\$150.00	
642-19-033	20770	S. LAKE SHORE	\$236.00	
642-19-042	21050	S. LAKE SHORE	\$776.00	
642-19-067	20851	CRYSTAL	\$508.00	
642-19-091	21350	CRYSTAL	\$806.00	
642-19-094	21351	PRIDAY	\$496.00	
642-20-028	257	E 204	\$664.00	
642-20-063	255	E 204	\$1,002.00	
642-21-059	20230	CRYSTAL	\$450.00	
642-21-071	20271	CRYSTAL	\$720.00	
642-21-095	20226	S. LAKE SHORE	\$420.00	
642-21-100	20101	S. LAKE SHORE	\$836.00	

642-22-025	20301	WILMORE	\$216.00	
642-22-077	20260	BALL	\$206.00	
<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>C Annual</b>
642-22-101	20520	FULLER	\$666.00	
642-22-120	20251	FULLER	\$150.00	
642-23-049	20900	FULLER	\$766.00	
642-23-056	21051	BALL	\$150.00	
642-23-088	21030	BALL	\$300.00	
642-23-101	20707	WESTPORT	\$386.00	
642-23-112	20720	WESTPORT	\$150.00	
642-23-123	21040	WESTPORT	\$206.00	
642-23-142	20571	WILMORE	\$216.00	
642-24-006	21200	PRIDAY	\$590.00	
642-24-007	21250	PRIDAY	\$442.00	
642-24-035	21131	FULLER	\$460.00	
642-24-044	21300	FULLER	\$206.00	
642-24-050	21494	FULLER	\$440.00	
642-24-056	21361	BALL	\$300.00	
642-24-058	21301	BALL	\$206.00	
642-24-070	21214	BALL	\$224.00	
642-24-106	21370	WESTPORT	\$646.00	
642-24-140	21320	WESTPORT	\$1,030.00	
642-25-003	21630	PRIDAY	\$150.00	
642-25-006	21700	PRIDAY	\$586.00	
642-25-028	636	E 222	\$280.00	
642-25-030	650	E 222	\$626.00	
642-25-038	698	E 222	\$150.00	
642-25-047	21871	WILMORE	\$506.00	
<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>C Annual</b>
642-25-051	21751	WILMORE	\$356.00	
642-25-063	21931	WILMORE	\$410.00	
642-25-077	22048	WESTPORT	\$150.00	
642-25-167	21871	FULLER	\$216.00	
642-25-177	21571	FULLER	\$210.00	
<b>BOOK 642 TOTAL 80 PARCELS</b>			<b>\$33,074</b>	
643-01-043	22291	LAKEMONT	\$206.00	
643-03-023	832	E 232	\$206.00	
643-05-050	519	E 222	\$220.00	
643-05-054	473	E 222	\$216.00	
643-09-024	830	E 232	\$150.00	
643-09-024	832	E 232	\$206.00	
643-10-053	22521	IVAN	\$286.00	
643-10-092	22400	TRACY	\$216.00	
643-11-007	22850	TRACY	\$740.00	
643-11-043	22891	ARMS	\$520.00	
643-11-056	22890	IVAN	\$296.00	
643-11-099	22831	NICHOLAS	\$206.00	
643-13-017	22300	ARMS	\$150.00	
643-13-040	22501	BECKFORD	\$430.00	

643-13-046	22421	BECKFORD	\$280.00	
643-13-068	911	E 223	\$206.00	

<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>C Annual</b>
643-13-079	924	E 224	\$486.00	
643-13-092	925	E 224	\$420.00	
643-13-098	930	E 225	\$290.00	
643-13-110	890	E 223	\$150.00	
643-14-038	22890	ARMS	\$510.00	
643-14-082	844	E 230	\$150.00	
643-15-055	23325	IVAN	\$150.00	
643-15-057	23411	IVAN	\$156.00	
643-16-020	854	E 236	\$1,300.00	
643-16-022	860	E 236	\$150.00	
643-16-043	861	E 236	\$720.00	
643-16-057	900	E 237	\$506.00	
643-16-060	924	E 237	\$936.00	
643-17-032	825	E 236	\$206.00	
643-17-056	856	E 237	\$220.00	
643-18-015	690	BABBITT	\$258.00	
643-18-033	735	E 236	\$296.00	
643-18-049	729	E 232	\$206.00	
643-18-052	719	E 232	\$206.00	
643-20-015	25521	RICHARDS	\$166.00	
643-20-045	25451	MARSDON	\$220.00	
643-20-049	25301	MARSDON	\$480.00	
643-20-070	25520	MARSDON	\$150.00	
643-20-097	595	E 250	\$360.00	
643-20-098	591	E 250	\$150.00	
<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>C Annual</b>
643-21-007	700	E 260	\$710.00	
643-21-011	720	E 260	\$650.00	
643-21-102	676	E 260	\$462.00	
643-22-025	824	E 254	\$780.00	
643-23-110	25670	BENTON	\$206.00	
643-26-009	24850	STEPHEN	\$150.00	
643-26-070	950	E 248	\$150.00	
643-29-042	24421	MAVEC	\$216.00	
643-29-059	24370	MAVEC	\$586.00	
643-30-045	23841	COLBOURNE	\$586.00	
643-30-059	24401	ALBERTON	\$150.00	
643-30-072	23561	HARTLAND	\$260.00	
643-30-091	23225	BENNINGTON	\$216.00	
643-31-003	23751	HARTLAND	\$810.00	
643-31-022	23760	HARTLAND	\$150.00	
643-31-023	23750	HARTLAND	\$856.00	
643-32-001	664	E 240	\$566.00	
643-32-010	704	E 240	\$1,156.00	
643-33-008	846	E 250	\$290.00	
643-34-024	24231	HARTLAND	\$500.00	
643-34-080	23931	DEVOE	\$206.00	
643-34-118	24301	GLENFOREST	\$206.00	
643-35-009	754	E 250	\$206.00	

643-35-017	24401	HARTLAND	\$560.00	
643-35-026	24451	DEVOE	\$276.00	
<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>C Annual</b>
643-35-043	715	E 249	\$150.00	
643-35-056	769	E 249	\$150.00	
643-35-063	770	E 249	\$456.00	
643-35-094	24600	HARTLAND	\$150.00	
643-36-008	24900	DEVOE	\$970.00	
<b>BOOK 643 TOTAL 71 PARCELS</b>			<b>\$26,156</b>	
644-05-032	151	E 238	\$206.00	
644-05-035	121	E 238	\$206.00	
644-05-036	111	E 238	\$890.00	
644-08-028	25620	EDGECLIFF	\$260.00	
644-10-004	25420	LAKE SHORE	\$210.00	
644-10-006	25400	LAKE SHORE	\$356.00	
644-10-007	25380	LAKE SHORE	\$356.00	
644-10-030	25560	LAKE SHORE	\$150.00	
644-11-019	308	E 260	\$206.00	
644-11-047	270	E 257	\$1,178.00	
644-13-036	320	E 257	\$156.00	
644-13-042	25671	FORESTVIEW	\$356.00	
644-14-011	25950	FORESTVIEW	\$300.00	
644-14-018	454	E 260	\$150.00	
644-15-038	25150	DRAKEFIELD	\$630.00	
644-15-042	25201	DRAKEFIELD	\$206.00	

<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>C Annual</b>
644-15-050	25370	FARRINGDON	\$436.00	
644-15-063	25451	FARRINGDON	\$150.00	
644-15-075	25251	ZEMAN	\$522.00	
644-15-105	534	E 253	\$206.00	
644-16-009	25700	SHOREVIEW	\$206.00	
644-16-014	25850	SHOREVIEW	\$520.00	
644-16-025	574	E 260	\$476.00	
644-16-026	580	E 260	\$506.00	
644-16-036	640	E 260	\$696.00	
644-16-041	25801	BRIARDALE	\$150.00	
644-16-068	25870	DRAKEFIELD	\$958.00	
644-16-096	25800	FARRINGDON	\$150.00	
644-16-133	25751	ZEMAN	\$230.00	
644-17-023	430	E 250	\$366.00	
644-17-061	24801	FARRINGDON	\$206.00	
644-17-076	24901	ZEMAN	\$216.00	
644-18-008	337	E 246	\$800.00	
644-18-010	331	E 246	\$366.00	
644-18-014	317	E 246	\$920.00	
644-18-025	275	E 246	\$730.00	
644-18-073	324	E 250	\$916.00	
644-18-093	286	E 246	\$280.00	
644-18-130	324	E 244	\$502.00	
644-19-017	240	E 250	\$300.00	
644-19-046	246	E 248	\$630.00	
<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>C Annual</b>
644-20-054	255	E 238	\$356.00	
644-21-044	275	E 242	\$676.00	
644-21-054	24373	MAPLEWOOD	\$466.00	
644-21-063	24253	WILDWOOD	\$206.00	
644-21-070	24300	WILDWOOD	\$1,346.00	
644-23-005	300	E 238	\$210.00	
644-23-031	347	E 232	\$560.00	
644-24-022	346	E 232	\$220.00	
644-28-007	378	E 232	\$150.00	
644-28-010	372	E 232	\$300.00	
644-28-037	381	E 232	\$296.00	
644-28-045	23211	GAY	\$150.00	
644-28-063	23299	WILLIAMS	\$450.00	
644-29-014	23342	ROGER	\$1,760.00	
644-29-025	23320	ROGER	\$290.00	
644-29-043	23329	WILLIAMS	\$466.00	
644-29-044	23331	WILLIAMS	\$150.00	
644-29-064	23320	WILLIAMS	\$316.00	
644-29-065	23318	WILLIAMS	\$150.00	
644-29-066	23316	WILLIAMS	\$150.00	
644-29-067	23314	WILLIAMS	\$766.00	
644-41-047	270	E 257	\$206.00	
<b>BOOK 644</b>			<b>\$26,894</b>	

<b>TOTAL 63 PARCELS</b>				
<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>Annual</b>
645-01-006	26431	LAKE SHORE	\$260.00	
645-07-057	155	WESTBROOK	\$286.00	
645-12-052	391	E 272	\$206.00	
645-12-061	425	E 275	\$560.00	
645-13-025	27150	FULLERWOOD	\$610.00	
645-14-011	446	E 272	\$206.00	
645-14-026	465	E 272	\$810.00	
645-14-035	447	E 272	\$410.00	
645-14-073	27221	FORESTVIEW	\$300.00	
645-14-104	27125	CAMERON	\$440.00	
645-16-002	27699	FULLERWOOD	\$866.00	
645-17-005	425	E 264	\$206.00	
645-17-032	477	E 266	\$206.00	
645-17-071	421	E 270	\$206.00	
645-17-073	411	E 270	\$600.00	
645-18-021	290	E 266	\$692.00	
645-18-052	281	E 266	\$206.00	
645-18-056	340	E 270	\$206.00	
645-18-061	364	E 270	\$150.00	
645-18-065	374	E 270	\$820.00	
645-19-017	240	E 270	\$436.00	
645-20-077	26190	LAKE SHORE	\$780.00	
645-21-001	301	E 260	\$330.00	
645-21-021	370	E 264	\$308.00	
645-21-022	374	E 264	\$1,044.00	
<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>Annual</b>
645-21-024	384	E 264	\$150.00	
645-21-036	26301	FORESTVIEW	\$206.00	
645-23-010	27381	MARKBARRY	\$506.00	
645-23-067	27344	OAK CT	\$206.00	
645-25-024	559	BIRCH	\$290.00	
645-25-055	611	WALNUT	\$150.00	
645-26-018	505	E 260	\$236.00	
645-26-079	26281	MALLARD	\$852.00	
645-26-092	26230	ORIOLE	\$206.00	
645-26-130	26350	FORESTVIEW	\$226.00	
645-27-030	26830	ORIOLE	\$280.00	
645-27-039	26555	MALLARD	\$72.00	
645-27-043	26471	MALLARD	\$206.00	
645-27-080	27080	SHOREVIEW	\$220.00	
645-27-108	520	E 266	\$600.00	
645-27-115	564	E 266	\$220.00	
645-27-117	574	E 266	\$616.00	
645-27-123	614	E 266	\$220.00	
645-28-018	27195	ORIOLE	\$450.00	
645-28-042	27080	ORIOLE	\$1,380.00	
645-28-049	27184	ORIOLE	\$300.00	
645-29-008	579	E 260	\$596.00	

645-29-009	583	E 260	\$300.00	
645-29-017	641	E 260	\$356.00	
645-29-071	26301	DRAKEFIELD	\$150.00	
<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>C Annual</b>
645-30-041	26490	SHIRLEY	\$206.00	
645-30-064	716	E 266	\$1,444.00	
645-30-076	641	E 266	\$1,026.00	
645-31-014	27191	ZEMAN	\$300.00	
645-31-073	27150	SHIRLEY	\$616.00	
645-31-102	27130	DRAKEFIELD	\$50.00	
645-32-043	26301	BRIARDALE	\$260.00	
645-32-065	740	E 263	\$206.00	
645-34-038	27030	GARY	\$150.00	
645-35-027	26600	AARON	\$1,176.00	
645-36-002	795	E 260	\$856.00	
645-36-004	809	E 260	\$1,270.00	
645-38-006	620	WILLOW	\$150.00	
645-39-021	734	HEMLOCK	\$206.00	
645-40-024	647	BIRCH	\$150.00	
645-40-042	686	WALNUT	\$586.00	
645-42-009	705	WALNUT	\$150.00	
645-42-012	693	WALNUT	\$1,065.00	
645-43-013	438	E 275	\$286.00	
645-43-029	441	E 275	\$352.00	
<b>BOOK 645 TOTAL 70 PARCELS</b>			<b>\$30,643</b>	



<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>O Annual</b>
646-03-001	20100	ST CLAIR	\$190.00	
646-19-002	1400	CHARDON	\$366.00	
646-22-013	1563	E 193	\$370.00	
646-22-022	1515	E 193	\$130.00	
646-22-039	1541	E 196	\$300.00	
646-22-040	1535	E 196	\$150.00	
646-22-044	1521	E 196	\$356.00	
646-22-051	1526	E 196	\$206.00	
646-22-053	1534	E 196	\$560.00	
646-22-077	1521	E 195	\$150.00	
646-23-034	1496	E 196	\$616.00	
646-23-039	1474	E 196	\$206.00	
646-23-046	1446	E 196	\$436.00	
646-23-065	1496	E 195	\$410.00	
646-26-092	26230	ORIOLE	\$616.00	
646-28-002	1450	E 204	\$510.00	
646-28-003	1456	E 204	\$210.00	
646-28-019	1542	E 204	\$150.00	
646-28-035	1521	E 204	\$500.00	
646-28-045	1461	E 204	\$300.00	
646-28-047	1451	E 204	\$206.00	
646-32-027	1530	E 219	\$280.00	
646-33-014	1445	E 219	\$150.00	
646-33-019	1571	E 219	\$216.00	

<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>O Annual</b>
646-33-027	1560	E 222	\$796.00	
646-33-029	1540	E 222	\$506.00	
646-33-044	1553	E 221	\$616.00	
646-33-055	1530	E 221	\$260.00	
646-33-063	1490	E 221	\$210.00	
646-34-004	1383	E 219	\$260.00	
646-34-005	1393	E 219	\$846.00	
646-34-006	1395	E 219	\$206.00	
646-34-007	1401	E 219	\$616.00	
646-34-015	1445	E 219	\$690.00	
646-34-016	1451	E 219	\$466.00	
646-34-018	1464	E 221	\$1,076.00	
646-34-028	1414	E 221	\$370.00	
646-34-028	1414	E 221	\$150.00	
646-34-031	1404	E 221	\$446.00	
646-34-038	1423	E 221	\$150.00	
646-34-048	1480	E 222	\$600.00	
646-38-053	1480	DILLE	\$500.00	
<b>BOOK 646</b>				
<b>TOTAL 42 PARCELS</b>			<b>\$16,348</b>	

<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>C Annual</b>
647-32-012	1530	E 248	\$1,020.00	
647-32-020	1548	E 248	\$220.00	
647-32-028	1570	E 248	\$876.00	
647-32-033	1543	E 248	\$210.00	
647-32-036	1531	E 248	\$210.00	
647-32-046	1505	E 248	\$736.00	
647-32-098	25180	TREADWELL	\$150.00	
647-32-100	25200	TREADWELL	\$206.00	
647-33-012	24991	FISHER	\$150.00	
647-33-022	25131	FISHER	\$430.00	
647-33-023	25141	FISHER	\$150.00	
647-33-025	25161	FISHER	\$150.00	
647-33-026	25171	FISHER	\$370.00	
647-33-032	25100	FISHER	\$150.00	
647-33-047	1482	E 248	\$370.00	
647-33-050	1490	E 248	\$150.00	
647-33-065	1473	E 248	\$206.00	
647-33-105	1449	E 250	\$430.00	
647-33-108	1438	E 252	\$886.00	
647-33-113	1448	E 252	\$450.00	
647-33-114	1450	E 252	\$586.00	
647-33-122	1470	E 252	\$366.00	
647-33-155	1451	E 252	\$1,006.00	
647-33-156	1449	E 252	\$856.00	
647-34-032	1572	E 254	\$300.00	
<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>C Annual</b>
647-37-037	22540	COULTER	\$216.00	
647-37-046	22320	COULTER	\$280.00	
<b>BOOK 647 TOTAL 27 PARCELS</b>			<b>\$11,130</b>	
648-19-018	1444	SULZER	\$846.00	
648-19-024	1432	SULZER	\$150.00	
648-19-036	1443	SULZER	\$206.00	
648-19-037	1445	SULZER	\$150.00	
648-19-066	25534	TUNGSTEN	\$150.00	
648-19-070	25514	TUNGSTEN	\$150.00	
648-19-084	25511	TUNGSTEN	\$626.00	
648-19-097	25575	TUNGSTEN	\$206.00	
648-19-099	25585	TUNGSTEN	\$206.00	
648-19-102	25601	TUNGSTEN	\$206.00	
648-19-103	25605	TUNGSTEN	\$150.00	
648-19-111	1469	E 256	\$150.00	
648-20-001	1455	BABBITT	\$726.00	
648-21-002	1457	BABBITT	\$726.00	
648-21-006	1465	BABBITT	\$150.00	
648-21-009	1495	BABBITT	\$450.00	
648-21-013	1511	BABBITT	\$150.00	
648-21-015	1519	BABBITT	\$366.00	

648-21-045	1549	E 256	\$300.00	
648-21-046	1547	E 256	\$194.00	
<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>C Annual</b>
648-21-047	1543	E 256	\$150.00	
648-21-058	1523	E 256	\$150.00	
648-21-061	1517	E 256	\$150.00	
648-21-078	1552	E 256	\$150.00	
648-21-079	1554	E 256	\$150.00	
648-24-078	1461	E 262	\$600.00	
648-24-096	1404	E 263	\$150.00	
648-24-105	26251	BRUSH	\$150.00	
648-25-014		EUCLID	\$12,600.00	
648-25-027	26800	BRUSH	\$206.00	
648-25-036		BRUSH	\$876.00	
648-25-037		BRUSH	\$876.00	
648-25-038		BRUSH	\$876.00	
648-25-049	26541	BRUSH	\$210.00	
648-25-060	26551	BRUSH	\$150.00	
648-25-066	1403	E 264	\$600.00	
648-25-070	1412	E 264	\$260.00	
648-25-072	1404	E 264	\$150.00	
648-25-074	1390	E 264	\$296.00	
648-25-078	1407	E 263	\$48.00	
648-25-083	1437	E 263	\$756.00	
648-32-010	27362	TUNGSTEN	\$150.00	
648-32-020	27080	TUNGSTEN	\$496.00	
648-32-020	27082	TUNGSTEN	\$496.00	
648-32-021	27060	TUNGSTEN	\$966.00	
<b>Permanent Parcel Number</b>	<b>Address House No.</b>	<b>Address Street Name</b>	<b>Assessment Amount (in dollars)</b>	<b>C Annual</b>
648-33-019	27600	TREMAINE	\$866.00	
648-38-038	1675	E 276	\$290.00	
648-55-067	1770	KAPEL	\$986.00	
648-57-019	25590	CHATWORTH	\$260.00	
648-57-032	25551	CHATWORTH	\$206.00	
<b>BOOK 648</b>				
<b>TOTAL 50 PARCELS</b>			<b>\$30,528</b>	
649-01-008	19130	GENESEE	\$486.00	
649-01-009	19150	GENESEE	\$490.00	
649-01-045	19671	UPPER VALLEY	\$206.00	
649-01-064	19700	DELAWARE	\$150.00	
649-03-002	1920	SAGAMORE	\$206.00	
649-04-006	20021	GRAND	\$150.00	
649-04-009	19981	GRAND	\$150.00	
649-04-026	19980	GRAND	\$206.00	
649-05-019	20121	CONCORDIA	\$150.00	
649-06-004	1784	BUENA VISTA	\$670.00	
649-06-057	1910	GRAND	\$150.00	
649-06-067	1875	GRAND	\$426.00	
649-06-068	1871	GRAND	\$226.00	
649-06-091	20021	CHAMP	\$646.00	

649-07-031	1870	GLENRIDGE	\$206.00	
649-07-035	1900	GLENRIDGE	\$506.00	
649-07-055	20121	CHAMP	\$206.00	
Permanent Parcel Number	Address House No.	Address Street Name	Assessment Amount (in dollars)	C Annual
649-07-070	20000	BEACHVIEW	\$376.00	
649-07-121	20001	BEACHVIEW	\$300.00	
649-09-096	19950	CHAMP	\$150.00	
649-11-035	1778	PONTIAC	\$430.00	
649-13-002	2196	GLENRIDGE	\$664.00	
649-13-041	20280	MAJOR	\$310.00	
649-13-046	20230	MAJOR	\$206.00	
649-14-003	20341	GLEN RUSS	\$150.00	
649-14-068	20234	GLEN RUSS	\$290.00	
649-15-027	2052	MIAMI	\$446.00	
649-16-007	2025	SAGAMORE	\$426.00	
<b>BOOK 649 TOTAL 28 PARCELS</b>			<b>\$8,978</b>	
650-01-059	1844	E 225	\$290.00	
650-10-015	1751	E 238	\$206.00	
650-10-019	1771	E 238	\$700.00	
650-10-024	1780	E 238	\$206.00	
650-11-033	1712	E 238	\$366.00	
650-12-086	22631	CHARDON	\$150.00	
650-14-015	22654	CHARDON	\$990.00	
650-16-002	22450	CHARDON	\$150.00	
650-17-029	2072	E 221	\$360.00	
650-17-038	22151	HADDEN	\$662.00	
650-19-026	2129	APPLE	\$206.00	
Permanent Parcel Number	Address House No.	Address Street Name	Assessment Amount (in dollars)	C Annual
650-25-015	2124	BRANDYWINE	\$306.00	
650-30-005	24150	EUCLID	\$260.00	
650-32-013	1640	BEVERLY HILLS	\$150.00	
650-32-036	1700	E 243	\$206.00	
650-32-041	24550	ELSMERE	\$260.00	
650-35-008	25270	GLENBROOK	\$788.00	
650-35-039	1860	IDLEHURST	\$150.00	
650-36-029	24670	HAWTHORNE	\$514.00	
650-36-035	24600	HAWTHORNE	\$150.00	
650-37-005	25325	CHATWORTH	\$280.00	
650-37-029	25370	CHATWORTH	\$150.00	
650-37-074	25231	GLENBROOK	\$150.00	
<b>BOOK 650 TOTAL 23 PARCELS</b>			<b>\$7,650</b>	
<b>GRAND TOTAL 571 PARCELS</b>			<b>\$237,755</b>	

Resolution No.

By – Mayor Cervenik and All Members of Council

A resolution to reappoint Pat Barnes, Tod Guntner, Bill Kermavner, and Patti Burlingham for three-year terms to the Animal Shelter Commission.

WHEREAS, Ordinance 120-2003, passed by Council on June 2, 2003 and amended by Ordinance 26-2004, approved the creation of a five (5) member Animal Shelter Commission, to be appointed by the Mayor and approved by Council, to act as an advisory committee to assure the smooth and continued operation of the Euclid Animal Shelter; and

WHEREAS, The terms of Pat Barnes, Tod Guntner, Bill Kermavner, and Patti Burlingham will expire effective June 1, 2009. They will serve a three-year term effective June 2, 2009 through June 1, 2012.

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

Section 1: That this Council hereby approves the reappointment of Pat Barnes, Tod Guntner, Bill Kermavner, and Patti Burlingham for three-year terms, effective June 2, 2009 through June 1, 2012, to the Animal Shelter Commission.

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