

**AGENDA
EUCLID CITY COUNCIL MEETING
MONDAY, JUNE 4, 2012 AT 7:00 PM
EUCLID MUNICIPAL CENTER COUNCIL CHAMBER**

PERMISSIBLE PRELIMINARIES:

FIRST GAVEL

INVOCATION*:

PLEDGE OF ALLEGIANCE

EUCLID CITY COUNCIL MEETING BUSINESS:

SECOND GAVEL

ROLL CALL OF MEMBERS

COMMUNICATIONS: Liquor Permit

COUNCIL MINUTES: May 21, 2012

ADMINISTRATION REPORTS & COMMUNICATIONS:

REPORTS & COMMITTEE MINUTES: Police Report - April 2012
Board of Control Min.: 5/14/12; 5/21/12

COMMITTEE OF THE WHOLE FOR LEGISLATIVE MATTERS ONLY

LEGISLATION

1. A resolution authorizing the Mayor of the City of Euclid to execute an extension Agreement by and between the City of Euclid and the International Association of Fire Fighters, Local 337, as exclusive bargaining agent for all Fire Fighters. (Sponsored by Mayor Cervenik) (Recommended for passage by the Executive & Finance Committee) Res. (088-12)
2. A resolution approving the terms and conditions of, and authorizing the Mayor of the City of Euclid to enter into, a renewal Lease Agreement with the Friends of the Henn Mansion, Inc., for the use of the Henn Mansion located at Sims Park at 23131 Lake Shore Boulevard in Euclid for a period of five (5) years with an option to renew for an additional five (5) years. (Sponsored by Mayor Cervenik) Res. (104-12)
3. An ordinance amending the Administration Code, Title V, of the Codified Ordinances of the City of Euclid, Section 137.03, providing for local government bonds as an allowed part of the city's investment portfolio. (Sponsored by President Holzheimer Gail by request of Finance Director) Ord. (106-12)
4. An ordinance enacting a special assessment upon all property within the City of Euclid to be used for the payment of street lighting within the City. (Sponsored by Mayor Cervenik) TO BE SENT TO EXECUTIVE & FINANCE COMMITTEE. Ord. (102-12)
5. An ordinance authorizing the continuation of the solid waste collection fee for residential accounts for the years 2013 through 2015. (Sponsored by Mayor Cervenik) TO BE SENT TO EXECUTIVE & FINANCE COMMITTEE. Ord. (103-12)
6. An ordinance authorizing the Director of Public Service of the City of Euclid to enter into a contract with Duro-Last Roofing, Inc., 525 Morley Drive, Saginaw, Michigan, and Daugherty Construction, 22460 Lakeland Boulevard, Euclid, Ohio, an authorized Duro-Last contractor, for materials and installation to re-roof the City's Public Service Garage Building. (Sponsored by Councilperson McLaughlin by request of Service Director) Ord. (105-12)

CEREMONIAL RESOLUTION

7. A resolution of appreciation to **Euclid Boys League** in recognition of its 60th year of quality baseball for youth of the city and surrounding communities. (107-12)
(Sponsored by Mayor Cervenik and Entire Council) Res.

COMMITTEE OF THE WHOLE – PUBLIC PORTION

COUNCIL MEMBERS' COMMENTS

ADJOURNMENT

Resolution No.

By – Mayor Cervenik

A resolution authorizing the Mayor of the City of Euclid to execute an extension Agreement by and between the City of Euclid and the International Association of Fire Fighters, Local 337, as exclusive bargaining agent for all Fire Fighters.

WHEREAS, pursuant to Ohio Revised Code Chapter 4117, negotiations were held between the City of Euclid and the International Association of Fire Fighters, Local 337, to determine equitable compensation, benefits, working hours and other employment matters for the Correction Officers; and

WHEREAS, available with the Director of Law is a summary of the proposed agreement to be in effect January 1, 2012 through December 31, 2014 unless negotiations are reopened prior to that date pursuant to the terms of the Agreement ; and

WHEREAS, the terms and conditions of the Agreement ratified by a majority of the members of the collective bargaining unit.

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

Section 1: That the Mayor of the City of Euclid be, and he is hereby authorized, empowered and directed to execute an extension agreement by and between the City of Euclid and the International Association of Fire Fighters, Local 337, as exclusive bargaining agent for all Fire Fighters. Proposal of said agreement is available with the Director of Law. The terms of said Agreement are hereby approved.

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

Resolution No.
By – Mayor Cervenik

A resolution approving the terms and conditions of, and authorizing the Mayor of the City of Euclid to enter into, a renewal Lease Agreement with the Friends of the Henn Mansion, Inc., for the use of the Henn Mansion located at Sims Park at 23131 Lake Shore Boulevard in Euclid for a period of five (5) years with an option to renew for an additional five (5) years.

WHEREAS, the current Lease Agreement expires on December 31, 2012 and the Administration and members of the Henn Mansion, Inc. have agreed to a five (5) year renewal; and

WHEREAS, the Lease Agreement shall commence on January 1, 2013, and end on December 31, 2017. The terms and conditions of the renewal lease are the same as contained in the previous Lease Agreement which ran from December 31, 2007 through December 31, 2012. A copy of which is on file with the Clerk of Council.

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

Section 1: That the Mayor is hereby authorized to enter into a Lease Agreement, under the same terms and conditions as were in the prior Lease Agreement December 31, 2007 through December 31, 2012, with the Friends of the Henn Mansion, Inc., for use of the Henn Mansion located at Sims Park at 23131 Lake Shore Boulevard for a period of five (5) years with an option to renew for an additional five (5) years.

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

LEASE OF PREMISES

THIS LEASE is made as of _____, 20___, between the City of Euclid, a municipal corporation (the "Landlord") and Friends of Henn Mansion, Inc., a not-for-profit corporation incorporated in the State of Ohio (the "Tenant").

Section 1: LEASED PREMISES. Landlord leases to Tenant, and Tenant leases from Landlord, on the terms and conditions set forth in this Lease, the following property (the "Leased Premises"): (a) a building (the "Building") located on the real property at Sims Park, 23131 Lake Shore Boulevard, Euclid, Cuyahoga County, Ohio, known as the Henn Mansion and containing approximately 9200 square feet and all related fixtures and appurtenances, excepting the storage shed to the west of the Building, (b) all other improvements now or in the future located in the Building, and (c) access and egress thereto.

Section 2: TERM.

Section 2.1: The term of this Lease shall be five (5) years commencing on December 31, 2007 and ending on December 31, 2012 (the "Primary Term").

Section 2.2: Tenant and Landlord shall have the mutual option to renew this Lease for a renewal term of one five (5) year term following the Primary Term (the "First Renewal Term"), upon the same terms and conditions that apply during the Primary Term unless otherwise noted. Tenant shall exercise a renewal option, if at all, by giving the Mayor written notice at least sixty (60) days before the expiration of the Primary Term. Landlord shall within thirty (30) days of receipt of Tenant's notice give written approval of said five (5) year renewal, which approval will not be unreasonably withheld. No exercise of the renewal option shall be effective if Tenant is in default under this Lease, or a condition exists which with the passage of time, or giving notice, or both, would constitute default. The phrases "term of this Lease," "Lease Term," or any other similar phrases used in this Lease, shall be deemed to include, where appropriate, the Primary Term and any Renewal Term.

Section 3: RENT; SECURITY DEPOSIT.

Section 3.1: During the Primary Term of this Lease, Tenant shall pay Landlord as rent for the Leased Premises the sum of Twelve Dollars (\$12.00) per year. During the Renewal Term, rent shall be the sum of Twelve Dollars (\$12.00) per year. Rent shall be paid in advance on the first day of each Lease year during the term of the Lease, without demand or deduction, to Landlord at its notice address as set forth in Section 16 or at such other place as Landlord may designate by written notice to Tenant.

Section 3.2 Tenant has deposited with Landlord the sum of Two Hundred Fifty Dollars (\$250.00) as security for the performance by Tenant of all the terms of this Lease required to be performed by Tenant. If Tenant defaults in the performance of any obligation under this Lease, Landlord may, but shall not be obligated to, apply all or portions of the security deposit on account of Tenant's obligations. Tenant shall promptly reimburse Landlord

for any funds so expended. The security deposit shall be returned to Tenant within thirty (30) days after the expiration of this Lease if Tenant has fully carried out all of its terms. In the event of a sale of the Leased Premises, Landlord shall have the right to transfer the security deposit to the purchaser.

Section 4: UTILITIES AND TAXES.

Section 4.1: Any costs for utilities during the Primary Term of the Lease shall be the Tenant's sole responsibility. In the event a renewal of the Lease is granted in accordance with Section 2.2 herein, Tenant shall be solely responsible for all utilities at the Leased Premises.

Section 4.2: At the formation of this Lease, both Landlord and Tenant have been and are exempted from the payment of real estate taxes on the Leased Premises by virtue of their status as tax exempt entities. However, should the activities or uses by the Tenant result in real estate tax liability for either party, the Tenant agrees to assume responsibility for any such real estate tax levied against the Leased Premises/Owner/Landlord.

Section 5: INSURANCE.

Section 5.1: During the Lease Term, Tenant shall procure and maintain general liability insurance for the Leased Premises with policy limits of not less than Two Million Dollars (\$2,000,000.00). Tenant shall name Landlord as an additional insured under this policy. A copy of the Tenant's policy shall be delivered to the Landlord within fifteen (15) days of the commencement date of this Lease.

Section 5.2: Landlord shall maintain fire and casualty insurance on the structural portions of the Leased Premises. Tenant shall maintain fire and casualty insurance, including vandalism, and malicious mischief endorsements, on its trade fixtures and personal property.

Section 5.3: The policies required by Sections 5.1 and 5.2 shall contain an agreement by the insurer that it will not cancel the policy except after thirty (30) days prior written notice to Landlord and Tenant and that any loss otherwise payable under the policy shall be payable notwithstanding any act or negligence of Landlord or Tenant that might, absent of such agreement, result in a forfeiture of all or part of the insurance payment.

Section 5.4: At the commencement of the term of this Lease, Tenant shall deliver to Landlord certificates of the insurance required to be maintained under this Section. Tenant shall also deliver to Landlord at least ten (10) days prior to the expiration date of any such policy (or of any renewal policy), certificates for the renewal policy of this insurance.

Section 6: WAIVER OF LIABILITY AND SUBROGATION. Neither Landlord nor Tenant shall be liable for any damage to property of the other found or located within the Leased Premises or for any damage to the Leased Premises or the Building or other improvements caused by fire or other peril usually covered by a policy of insurance of the type

described in Section 5.3, and each party releases the other from all liability for damage from those causes. This provision shall apply regardless of the negligence of either party and shall not be limited by the amount of insurance coverage. This Section shall override any inconsistent provisions of this Lease. However, this provision shall not apply to the extent that it would render void the insurance coverage obtained by Landlord or Tenant, but only if that party (a) makes reasonable efforts to obtain insurance coverage that would not be voided by this waiver of liability and (b) notifies the other party, in writing, that this waiver will not apply.

Section 7: INDEMNIFICATION. Except to the extent liability is waived under Section 6, Tenant shall indemnify and hold Landlord harmless against any and all claims, liability, damages, or losses resulting from injury or death of any person or damage to property occurring on or about the Leased Premises or in any manner in conjunction with the use and occupancy of the Leased premises in whole or in part, unless the death, injury, or damage was sustained as a result of any intentional act of Landlord, Landlord's agents or employees.

Section 8: MAINTENANCE.

Section 8.1: During the term of this Lease, Tenant at its expense shall (a) maintain the interior of the Leased Premises in the same condition that the Building was in at the commencement of the Lease, except for reasonable wear and tear from the last repair or replacement required by this Lease, and except for damage by fire or other casualty; (b) maintain the Building at no less than the status quo condition as of the date of this Lease. In addition, the Tenant shall be responsible for any damage to the Leased Premises caused by any extraordinary or excessive use or by the negligence or other tortuous acts of Tenant, its employees, agents, contractors, licensees, or invitees. Any improvements of the structural portions of the Building during the Lease Term shall be at Tenant's option, subject to the Landlord's prior written approval, and, if made, at Tenant's expense; "structural portions" includes, but is not limited to, the roof, weight bearing walls and columns, footings, foundations, structural floors, and painting.

Section 8.2: During the Lease Term, the Tenant shall provide all necessary maintenance, repair, and replacements of, and keep in good operating condition, the water, gas, electrical, plumbing, heating, ventilating, air conditioning, and all other mechanical and utility systems and facilities serving the Leased Premises. The Landlord shall keep all sidewalks, parking areas, and drives on or about the Leased Premises in a clean, sightly, and sanitary condition, free of ice and snow and shall keep all shrubbery trimmed, lawns mowed, and yards free of excessive weed growth so that the lawns and yards shall at all times be maintained in a neat and presentable condition. To the extent that repairs or replacements of sidewalks, parking areas, or drives are required, Landlord shall provide the same at its expense. Landlord's obligations under this section shall not be deemed to relieve Tenant to the extent Tenant is responsible under the last sentence of Section 8.1.

Section 9: ALTERATIONS. Landlord consents in principle to Tenant's on-going modifications, alterations or improvements to the Leased Premises for the preservation and restoration of the Building which shall be made after obtaining written consent from the Landlord in the event that such modifications, alterations or improvements cost in excess of Two Thousand Five Hundred Dollars (\$2,500) ("Major Modifications"). Any modifications, alterations or improvements shall be made in a good and workmanlike manner and shall not weaken the structure of the Building or materially lessen its value. All modifications, alterations and improvements shall become and remain the property of the Landlord upon installation. Also, Tenant may, without Landlord's consent, install temporary equipment, trade fixtures, artifacts, and other personal property in the Building. Those items shall remain Tenant's property and may be removed, but shall not be required to, by Tenant prior to the expiration or earlier termination of this Lease. Tenant shall repair any damage to the Leased Premises caused by that removal.

Section 10: DAMAGE AND DESTRUCTION.

Section 10.1: If, during the term of this Lease, the Leased Premises are damaged in any way by fire or other casualty (not to include minor vandalism or minor storm damage), the City of Euclid Council shall vote upon whether to terminate this Lease with the Tenant. If so terminated, all rent shall cease as of the date of such damage.

Section 10.2: If the Leased Premises are damaged in whole or in part by fire or other casualty and this Lease is not terminated pursuant to Section 10.1, then Tenant, at its expense, will restore the Leased Premises to a kind and quality substantially similar to that which existed immediately prior to the damage or destruction. Restoration shall be commenced within a reasonable time and, subject to matters beyond Tenant's reasonable control, shall be completed without delay.

Section 10.3: If the Tenant fails to restore the Leased Premises within 365 days after the occurrence of that damage or destruction, regardless of the reason for the delay (unless caused by Landlord), either Landlord or Tenant shall have the Option (i) to extend the time for restoration, or (ii) terminate this Lease by giving written notice to the other. In no event shall Landlord or Tenant have any liability to the other on account of the delay.

Section 11: DEFAULT.

Section 11.1: If any of the following events ("defaults") shall occur: (a) Tenant fails to pay rent or any of the sums payable by Tenant under this Lease, and the failure continues for a period of ten (10) days after written notice from the Landlord. (b) Tenant fails to perform any other obligations under this Lease and the failure continues for ten (10) days after written notice from the Landlord, or for an unreasonable period of time if ten (10) days is not sufficient time to repair, remedy, or correct the obligation breached. (c) Tenant abandons the Leased Premises. (d) Tenant becomes bankrupt or insolvent or files or has filed against it a petition in bankruptcy or for reorganization or arrangement or other relief under the National Bankruptcy Act or

makes an assignment for the benefit of creditors, or (e) Tenant ceases to exist as a corporate entity, then Landlord may re-enter the Leased Premises, with or without terminating this Lease. Tenant's obligation to pay the rent shall survive any termination of this Lease due to Tenant's default. If Landlord at any time terminates this Lease for any default, then in addition to any other remedy it may have, or may recover from Tenant all damages it may incur by reason of the default, including the cost of recovering the Leased Premises and the value at the time of termination of the excess, if any, for the amount of rent and charges reserved in this Lease for the remainder of the Term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, both figures being discounted to present value. Alternatively, Landlord may elect to keep this Lease in effect and recover yearly from Tenant an amount equal to the rent and other charges due less the amount, if any, of any rentals which Landlord may receive by reletting the Leased Premises; however, nothing contained in this Section shall be deemed to impose upon Landlord any duty to relet the Leased Premises beyond the duties, if any, imposed by law.

Section 11.2: Landlord shall not be deemed in default under this Lease, nor shall Tenant be entitled to claim a constructive eviction, unless Landlord fails to fulfill any of its obligations after thirty (30) days notice from Tenant specifying the failure; or, if the failure is of such a nature that it cannot reasonably be cured within the thirty (30) day period, Landlord fails to cure the same within a reasonable time.

Section 12: **USE OF PREMISES.** The Leased Premises shall be used for activities related to the furtherance of the purposes for which Tenant exists according to its articles of incorporation, which are incorporated herein by reference. In addition, the Leased Premises may be used for any use permitted under the City of Euclid Zoning Code as may be amended or supplemented by Euclid City Council. Tenant shall not permit the use or consumption of alcohol at anytime in the Leased Premises, except as permitted by Section 503.10(c) of the Codified Ordinances of the City of Euclid. Tenant shall not conduct any extra-hazardous use of the Leased Premises, or create any public or private nuisance, and in connection with its use, Tenant shall comply with applicable insurance requirements.

Section 13: **COMPLIANCE WITH LAWS.** During the Lease Term, Tenant, at its expense, shall comply with all present and future laws and regulations applicable to its use and occupancy of the Leased Premises, and shall make any repairs, modifications or additions to the Leased Premises as may be required by any such laws or regulations. Tenant agrees to hold Landlord harmless from any cost, expense or liability that may be imposed or assessed against Landlord in connection with Tenant's noncompliance with any such law or regulation. Landlord shall not be obligated to make, and Tenant shall be solely responsible for, any structural repairs, modifications or additions to the Leased Premises that (a) are not necessitated by negligent or wrongful actions of Landlord or Landlord's agents, employees, contractors, licensees, or invitees of the area surrounding and including the Leased Premises and (b) Tenant would be required to make as if it was the owner of the Building regardless of the specific nature of the uses of the area surrounding and including the Leased Premises.

Section 14: ASSIGNMENT AND SUBLETTING. Tenant may not transfer (for purposes of this Section, transfer means sublease, assign, franchise or license) this Lease in whole or in part unless Landlord has given its prior written consent, which will not be unreasonably withheld. Tenant may not sublet all or any part of the Leased Premises for a period greater than forty-eight (48) hours to another unless the Landlord has given its prior written consent, which will not be unreasonably withheld. No assignment or subletting shall relieve Tenant from liability for performance of its obligations under this Lease.

Section 15: EXPIRATION/EARLIER TERMINATION. Upon the expiration or earlier termination of this Lease, Tenant shall surrender to Landlord the Leased Premises in good condition and repair, being no less than the condition in which the property was leased to Tenant, ordinary wear and tear, fire and other casualty and governmental takings excepted. Any damage caused by the removal of Tenant's trade fixtures and personality shall be repaired by Tenant at its expense.

Section 16: NOTICES. All notices to be given to either party shall be deemed given if made in writing and deposited in the United States mail, postage pre-paid, return receipt requested, and addressed to the parties at the following addresses:

Landlord: City of Euclid
Attention: Director of Parks and Recreation
585 East 222nd Street
Euclid, Ohio 44123-2099

Tenant: Friends of Henn Mansion, Inc.
c/o Jean Reilly, Statutory Agent
23131 Lake Shore Boulevard
Euclid, Ohio 44123

Either party may change its notice address by giving written notice of the change to the other.

Section 17: TENANT'S PROPERTY. All trade fixtures, furnishings, equipment, and other personal property placed or maintained on the Leased Premises shall be at the Tenant's sole risk, and Landlord shall not be liable for any loss or damage to such property from any cause whatsoever, unless occasioned at the hands of Landlord's employees, agents, licensees, or invitees.

Section 18: CONDITION OF PREMISES.

Section 18.1: Tenant acknowledges that the Leased Premises are leased "as is," and that neither Landlord nor any agent or employee of Landlord has made any representation or warranty, either written or oral, express or implied, with respect to the condition, suitability, state of repair, or zoning of the Leased Premises.

Section 18.2: Notwithstanding the provisions of Section 18.1, Tenant shall have the right to terminate this Lease in the manner described below if Tenant shall not have obtained all zoning, building, environmental and other governmental approvals, consents, permits, and certificates that may be necessary in order to improve, operate, and conduct Tenant's proposed activities by the end of the sixth (6th) month after the date of this Lease. In such a situation, Tenant may terminate this Lease by providing written notice to Landlord within two (2) weeks before or after such date. Upon such termination, this Lease shall be null and void and the parties shall be released from all further obligations under the Lease. Tenant reserves the right at its sole option to waive this condition.

Section 19: **QUIET ENJOYMENT.** Landlord covenants that if Tenant pays rent and performs all of its obligations under this Lease, Tenant shall peaceably and quietly enjoy and possess the Leased Premises throughout the term subject only to the conditions set forth in this Lease.

Section 20: **HOLDING OVER.** Any holding over beyond the expiration of the term of this Lease shall be construed to be a tenancy from month-to-month at the rental rate that was paid during the last year of the Lease Term, and shall otherwise be on the same terms and conditions as provided in this Lease.

Section 21: **SIGNS.** Any and all signs placed on the Leased Premises by Tenant shall be maintained in compliance with all applicable governmental laws and regulations, and Tenant shall be responsible to Landlord for any damage caused by installation, use, or maintenance of its signs. At the expiration or earlier termination of this Lease, Tenant shall remove any of its signs and shall repair any damages incidental to this removal.

Section 22: **LIABILITY OF LANDLORD.** If Landlord fails to perform any of its obligations under this Lease, and as a consequence of this default, Tenant recovers a money judgment against Landlord, that judgment may be satisfied only out of the proceeds of sale received upon the execution of the judgment against the right, title, and interest of the Landlord in the Leased Premises, and neither Landlord nor any of the officers, agents, or employees of Landlord shall be liable for any deficiency. In no event shall Tenant have the right to levy its execution against any property of Landlord other than its interest in the Leased Premises. In the event of the sale or other transfer of Landlord's interest in the Leased Premises, Landlord shall be released from all liability and obligations under this Lease.

Section 23: **NON WAIVER.** No waiver of any condition or covenant of this Lease by either party shall be deemed to imply or constitute a further waiver of the same or any other condition or covenant, and nothing contained in this Lease shall be construed to be a waiver on the part of the parties of any right or remedy in law or otherwise.

Section 24: **RIGHT OF ENTRY.** Landlord shall have the right to enter the Leased Premises during normal business hours to examine its condition or to show the Leased Premises to persons interested in purchasing or leasing the same upon giving twelve (12) hours notice,

oral or written, to Tenant. Each entry by Landlord in accordance with this Section shall be made during normal business hours and in such manner as will not unreasonably interfere with Tenant's use of the Leased Premises. In cases of emergency, Landlord shall have the right to enter the premises with no prior notice.

Section 25: ENVIRONMENTAL MATTERS. Landlord represents to Tenant that to the best of Landlord's knowledge, no toxic, explosive, or other dangerous materials or hazardous substances have been concealed within, buried beneath or removed from and stored off-site of the Lease Premises, with exception for: (a) the boiler/pipe asbestos located in the basement, and (b) the asbestos of the boiler liner in the basement, of which these conditions are known and will be handled at Tenant's expense.

Section 26: PARTIAL INVALIDITY. If any provision of this Lease or the application to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of the Lease, or the application of that provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

Section 27: ANNUAL AUDITED FINANCIAL STATEMENT. Tenant agrees to provide to Landlord an annual audited financial statement prior to March 1st of each year following the calendar year, which is detailed in the statement.

Section 28: ENTIRE AGREEMENT. This Lease contains the entire agreement between the parties and cannot be amended unless the amendment is in writing and is executed by both parties.

SIGNED, as of the day and year written above.

LANDLORD, City of Euclid.

TENANT, Friends of Henn Mansion, Inc.

By: _____

By: _____
President

Title: _____

By: _____
Vice President

Approved as to Form

By: _____
Treasurer

Chris Frey
Director of Law

Ordinance No.

By – Council President Holzheimer Gail (by request of Director of Finance)

An ordinance amending the Administration Code, Title V, of the Codified Ordinances of the City of Euclid, Section 137.03, providing for local government bonds as an allowed part of the city's investment portfolio.

WHEREAS, Section 137.03 of the Administrative Code provides for specific funds for the investment of excess city revenue; and

WHEREAS, the Director of Finance has determined that greater flexibility in the allowed investment portfolio will provide for a better investment yield; and

WHEREAS, the risk with investment in local governmental units of the State is not significantly different than the risk associated with other government investments.

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

Section 1: That Section 137.03 of the Administration Code of the Codified Ordinances of the City of Euclid be, and is hereby amended to read as follows:

137.03 INVESTMENT OF FUNDS.

Whenever there are moneys in the Treasury of the City which shall not be required to be used for a period of six months or more, such moneys may, in lieu of being deposited in a bank, be invested in obligations of the City, or bonds, treasury notes, certificates or other obligations of the United States of America or those for the payment of principal and interest for which the faith of the United States is pledged, and bonds of the State **of Ohio and any political subdivisions of the State**. Such investments shall not be made at a price in excess of the current market value of such bonds or other interest-bearing obligations. Such bonds or other interest-bearing obligations may be sold for cash and for a sum not less than their current market price, in the manner prescribed in Ohio R.C. 731.57 to 731.59, inclusive. The procedure for making such investments shall be that set forth in Ohio R.C. 731.57 and the Mayor, Director of Law and Director of Finance are authorized and empowered to act pursuant to such statute. The Director of Finance shall maintain a Treasury Investment Account as provided in Ohio R.C. 731.58 and shall be custodian of any securities purchased by reason hereof.

Section 2: That Section 137.03 of the Codified Ordinances is hereby amended.

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

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

Attest:

Clerk of Council

President of Council

Passed:

Approved:

Effective:

Mayor

Ordinance No.

By – Mayor Cervenik

An ordinance enacting a special assessment upon all property within the City of Euclid to be used for the payment of street lighting within the City.

WHEREAS, within the City of Euclid street lighting provides benefits for all property owners as it helps to increase the safety of the community; and

WHEREAS, the safety of the citizens is a concern of this Council and Administration and through the enactment of this special assessment the City will have the ability to maintain its current level of street lighting; and

WHEREAS, the decisions made by the State Legislator and Governor to reduce the local government fund and estate tax provision threaten the ability of the City to maintain basic City services.

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

Section 1: It is hereby deemed necessary to provide for the payment of electric power for street lighting by special assessments on all parcels benefited, which is hereby determined to be all parcels of land within the municipality, except parcels owned by the State of Ohio and other tax exempt parcels.

Section 2: No expenditure shall be made nor any portion of this special assessment used to improve or install additional lighting facilities except to the extent that funds are available after provision for or payment of all costs of electric power.

Section 3: The cost of said improvement, namely the lighting of streets within the municipality, less two percent (2%) for the cost of intersections shall be assessed upon all of the lots and lands within this City which said lots and lands are hereby determined to be specifically benefited by said street lighting. Said assessment shall be levied at the rate of 1.34 mills annually. The cost of said improvement shall include the expense of the preliminary and other surveys and printing and publishing of notices, resolutions and ordinances required, and the serving of said notices, and the cost of construction, if any. No bond shall be issued in anticipation of the collection of said special assessments.

Section 4: The amount of said special assessments shall be certified by the Clerk of Council to the County Auditor, as provided by law, to be placed by the County Auditor upon the tax duplicate and collected as other taxes as part of the 2013 through 2015 tax collections to be levied and collected in the calendar years 2014 through 2017.

Section 5: The Director of Finance is hereby authorized and directed to prepare an estimated assessment of the cost of electric power to provide street lighting and file said estimated costs with the office of the Clerk of Council, showing thereon the amount of the assessment against each lot or parcel of land to be assessed. Said estimated assessment shall be filed in the office of said Clerk and shall be available for public inspection.

Section 6: Upon the filing of the said estimated assessment for street lighting as provided, the Clerk of Council is authorized and directed to cause notice of the passage of this Resolution and of the filing of said estimated assessments to be published in a newspaper of general circulation in the municipality for two (2) consecutive weeks. If the assessment for any lot or parcel of land to be assessed is in the amount of Two Hundred Fifty Dollars (\$250.00) or more, then the owner of said lot or parcel shall be served notice of the passage of this Resolution by United States Certified Mail, postage prepaid, return receipt requested.

Section 7: 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 8: 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 – Mayor Cervenik

An ordinance authorizing the continuation of the solid waste collection fee for residential accounts for the years 2013 through 2015.

WHEREAS, the City of Euclid wishes to maintain the highest level of public services to City residents and faces continued elimination of the estate tax and prior reduction in the state/local government funds, both due to state legislative action; and

WHEREAS, the collection and disposal of garbage and refuse in the City is a matter which affects the public health, welfare and safety of all City residents; and

WHEREAS, the Council of the City of Euclid has provided for the fee for the years 2010 and 2012; and

WHEREAS, the Council has determined that provisions should be made to allow for a reduced rate for senior and other persons based upon income qualifications; and

WHEREAS, the Council has determined that the collection fee should remain in place through 2015.

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

Section 1: That it has been determined that a portion of the cost of garbage, waste and refuse collection shall be borne by the property owner. The cost shall be nine dollars (\$9.00) per month and shall be assessed through the collection of property taxes as a special assessment for the years 2012 through 2015.

Section 2: That the fee shall be reduced to seven dollars (\$7.00) per month for seniors 65 years of age and older and permanently and totally disabled persons provided those individuals make an annual application to the Director of Public Service and demonstrate that their household income, inclusive of Social Security benefits, does not exceed \$20,000. Said application to be developed by the Director and shall include the requirement to provide a copy of the most recently filed federal income tax return.

Section 3: That the amount of said special assessments for each shall be certified by the Clerk of Council to the County Fiscal Officer or other designated Cuyahoga County Official as provided by law to be placed by said official upon the tax duplicate and collected as other taxes as part of the annual tax collections to be levied and collected in the same calendar year.

Section 4: That the Director of Law is authorized to take all steps permitted by law to collect delinquent fees.

Section 5: That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and 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 6: That this ordinance shall be in full force and effect from and after the earliest period allowed by law.

Attest:

Clerk of Council

Passed:

Effective:

President of Council

Approved:

Mayor

Ordinance No.

By – Councilman McLaughlin (by request)

An ordinance authorizing the Director of Public Service of the City of Euclid to enter into a contract with Duro-Last Roofing, Inc., 525 Morley Drive, Saginaw, Michigan, and Daugherty Construction, 22460 Lakeland Boulevard, Euclid, Ohio, an authorized Duro-Last contractor, for materials and installation to re-roof the City's Public Service Garage Building.

WHEREAS, the Public Service Garage Building has a roof area of approximately 21,242 square feet; and

WHEREAS, Duro-Last Roofing will provide the roofing system to the City, and ancillary services will be provided by Daugherty Construction, 22460 Lakeland Boulevard, Euclid, Ohio, an authorized Duro-Last contractor, for a total cost of Two Hundred Thirty Thousand Dollars (\$230,000.00). Materials will be purchased through the State of Ohio Cooperative Purchasing Program; and

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

Section 1: That the Director of Public Service is hereby authorized to enter into a contract with Duro-Last Roofing, Inc., 525 Morley Drive, Saginaw, Michigan, and Daugherty Construction, 22460 Lakeland Boulevard, Euclid, Ohio, for ancillary services, to re-roof the City of Euclid's Public Service Garage Building. The total cost of the project will be Two Hundred Thirty Thousand Dollars, (\$230,000.00). Materials will be purchased through the State of Ohio Cooperative Purchasing Program.

Section 2: That all transactions regarding any purchases made under the State of Ohio Cooperative Purchasing Program, and pursuant to Section 5513.01(B), are the responsibility of the political subdivision and the vendor. The Ohio Department of Transportation shall be held harmless of any claim or dispute arising out of the participation of a political subdivision in this contract.

Section 3: Funds to pay for this expenditure are to be derived from the General Permanent Improvement Fund.

Section 4: 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 5: 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

RESOLUTION OF APPRECIATION

A resolution of appreciation to **Euclid Boys League** in recognition of its 60th year of quality baseball for youth of the city and surrounding communities.

WHEREAS, the **Euclid Boys League** provides an opportunity for hundreds of young children, ages 5 and up, to participate in America’s Pastime with quality facilities and outstanding mentoring and guidance; and

WHEREAS, the **Euclid Boys League** has worked in collaboration with the Recreation Department, Parks Department, Euclid City Schools and other baseball leagues to create and improve facilities and programming; and

WHEREAS, as the **Euclid Boys League** celebrates its 60th year, the Council and Administration wish to recognize their outstanding commitment to the youth of the community and the difference **Euclid Boys League** has made in the lives of so many.

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

Section 1: The Council and Administration of the City of Euclid congratulate the **Euclid Boys League** on its exemplary success for its first 60 years and the difference it has made in the lives of countless youth in the community.

Section 2: That this resolution shall take immediate effect.

Resolution No.

By - Mayor Cervenik, Council President Holzheimer Gail, Councilpersons Gilliam, Scarniench, Jones, Lynch, McLaughlin, O’Hare, Langman, and Van Ho.

Attest:

Clerk of Council

President of Council

Passed:

Approved:

Mayor