


November 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 <i>ELECTION DAY</i> 	6 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS AND UTILITIES 6:00	7 PLANNING COMMISSION 7:00 CAUCUS 6:45	8	9
10	11 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	12	13	14	15	16
17	18	19 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE AND SAFETY 6:00	20 RECORDS COMM MEETING 9:30 A.M.	21 BZA 7:00 CAUCUS 6:45	22	23
24	25	26 RECREATION BOARD 6:00	27	28	29	30

All meetings will be held at City Hall 14600 State Road, unless otherwise noted.

**NORTH ROYALTON CITY COUNCIL
A G E N D A
NOVEMBER 6, 2019**

7:00 p.m. Caucus

Council Meeting 7:00 p.m.

REGULAR ORDER OF BUSINESS

1. Call to Order.
2. Opening Ceremony (Pledge of Allegiance).
3. Roll Call.
4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
 - a. Approval of Minutes: October 15, 2019
 - b. Authorize the Mayor and Wastewater Superintendent to advertise for bids for the blower building, operations building and miscellaneous repairs project.
 - c. Receipt and acknowledgement without objection to Ohio Dept. of Liquor Control request for a new D2 permit for Madelyn Rose Consignment LLC 6552 Royalton Road, North Royalton, Ohio 44133.
 - d. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (*).
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

Building & Building Codes	John Nickell
Finance	Larry Antoskiewicz
Review & Oversight	Dan Kasaris
Safety	Dan Langshaw
Storm Water	Gary Petrusky
Streets	Cheryl Hannan
Utilities	Paul Marnecheck
10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	Dan Kasaris
Planning Commission	Larry Antoskiewicz
Recreation Board	Paul Marnecheck
11. Public Discussion: Five minute maximum, on current agenda legislation only.
12. LEGISLATION

SECOND READING CONSIDERATION

1. **19-86 - AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP BY CHANGING THE ZONING CLASSIFICATION OF PERMANENT PARCEL NUMBER 489-19-007 FROM ITS PRESENT LOCAL BUSINESS (LB) ZONING CLASSIFICATION TO GENERAL BUSINESS (GB) ZONING CLASSIFICATION AS REQUESTED BY PROPERTY OWNER DAVID J. LIDDY, AND DECLARING AN EMERGENCY. First reading October 15, 2019 and referred to Building and Building Codes Committee and Planning Commission. Amended October 15, 2019. Planning Commission Public Hearing November 7, 2019.**

FIRST READING CONSIDERATION

- * 1. **19-87** - A RESOLUTION COMMENDING ALEXANDER WESLEY CALDWELL ON THE ATTAINMENT OF THE RANK OF EAGLE SCOUT.
- * 2. **19-88** - A RESOLUTION ACKNOWLEDGING THE COMMUNITY SERVICE OF CHRISTINE RAGONE.
- * 3. **19-89** - A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF MARK VITTARDI AS A MEMBER OF THE CITY OF NORTH ROYALTON BOARD OF ZONING APPEALS, AND DECLARING AN EMERGENCY.
4. **19-90** - AN ORDINANCE AUTHORIZING THE MAYOR TO SUBMIT TWO APPLICATIONS TO THE NORTHEAST OHIO AREA WIDE COORDINATING AGENCY FOR FUNDING THROUGH THE TRANSPORTATION FOR LIVABLE COMMUNITIES INITIATIVE, AND DECLARING AN EMERGENCY.
5. **19-91** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON PART 4 TRAFFIC CODE, CHAPTER 476 SNOWMOBILES AND ALL PURPOSE VEHICLES, SECTION 476.03, AND PART 6 GENERAL OFFENSES CODE, CHAPTER 606 GENERAL PROVISIONS; ADMINISTRATION AND ENFORCEMENT, SECTION 606.10, CHAPTER 612 ALCOHOLIC BEVERAGES, SECTION 612.12, CHAPTER 618 ANIMALS, SECTION 618.12, CHAPTER 630 GAMBLING, SECTION 630.01, CHAPTER 634 NOISE CONTROL, SECTION 634.04, CHAPTER 642 OFFENSES RELATED TO PROPERTY, SECTION 642.01, CHAPTER 648 PEACE DISTURBANCES SECTION 648.11, CHAPTER 672 WEAPONS AND EXPLOSIVES, SECTIONS 672.01, 672.02, 672.03, 672.04, 672.06, 672.07, 672.12, 672.14, AND 672.15, AND REPEALING, PART 6 GENERAL OFFENSES, CHAPTER 672 WEAPONS AND EXPLOSIVES, SECTIONS 672.05, 672.085, AND 672.11 RELATING TO THE OWNERSHIP, POSSESSION, PURCHASE, OTHER ACQUISITION, TRANSPORT, STORAGE, CARRYING, SALE, OTHER TRANSFER, MANUFACTURE, TAXATION, KEEPING, AND REPORTING OF LOSS OR THEFT OF FIREARMS, THEIR COMPONENTS, AND THEIR AMMUNITION, AND DECLARING AN EMERGENCY.
6. **19-92** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH NEXTERA ENERGY SERVICES TO PROVIDE NATURAL GAS TO CERTAIN MUNICIPAL ACCOUNTS, AND DECLARING AN EMERGENCY.
7. **19-93** - AN ORDINANCE AMENDING ORDINANCE 18-16 WHICH AUTHORIZED THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF SIDEWALKS ON THE WEST SIDE OF STATE ROAD (SR-94) TO CONNECT MEMORIAL PARK NORTH TOWARDS ROYALTON ROAD (SR-82) IN THE CITY OF NORTH ROYALTON BY AMENDING ATTACHMENT 1 TO INCREASE THE ELIGIBLE GRANT AMOUNT FROM \$108,900 TO \$208,900, AUTHORIZE THE MAYOR TO ENTER INTO AN AMENDED AGREEMENT, AND DECLARING AN EMERGENCY.
8. **19-94** - AN ORDINANCE ACCEPTING THE BID OF PORTS PETROLEUM FOR THE PURCHASE OF FUEL FOR THE 2020 SEASON AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
9. **19-95** - AN ORDINANCE ACCEPTING VARIOUS PROPOSALS TO PROVIDE MEDICAL, DENTAL, VISION, AND LIFE INSURANCE COVERAGE FOR ALL ELIGIBLE EMPLOYEES OF THE CITY, AND DECLARING AN EMERGENCY.
10. **19-96** - AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF NORTH ROYALTON, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2020.
11. **19-97** - AN ORDINANCE AMENDING ORDINANCE 19-79, PASSED SEPTEMBER 18, 2019 AUTHORIZING REFUNDING NOTES, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

RESOLUTION NO. 19-87

INTRODUCED BY: Antoskiewicz, Nickell, Petrusky, Langshaw,
Marnecheck, Hannan, Kasaris, Mayor Stefanik

A RESOLUTION COMMENDING ALEXANDER WESLEY CALDWELL ON THE
ATTAINMENT OF THE RANK OF EAGLE SCOUT

WHEREAS: The purpose of the Boy Scouts of America is to provide an educational program for boys and young adults to build character, to train in the responsibilities of participating in citizenship and to develop leadership skills; and

WHEREAS: By earning his Eagle Scout Badge, Alexander Wesley Caldwell of Troop 175 joins the small percentage of young men who achieve this designation, illustrating that it takes a uniquely motivated individual to strive to embody the principles of the Scout Oath and Law in daily life; and

WHEREAS: Alexander has exhibited a commitment to the scouting principals of honesty, fairness and service to the community and has conducted himself in a manner becoming an Eagle Scout; and

WHEREAS: The Council and the Mayor of the City of North Royalton wish to honor Alexander on this prestigious occasion.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Council and the Mayor of the City of North Royalton commend Alexander Wesley Caldwell on obtaining the rank of Eagle Scout and recognize him for his diligence, determination and dedication in pursuing the highest honor awarded by the Boy Scouts of America.

Section 2. A copy of this Resolution shall be presented to Alexander in honor of this well deserved recognition.

THEREFORE, provided this Resolution receives the affirmative vote of a majority of all members, it shall take effect and be in force from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____

DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

RESOLUTION NO. 19-89

INTRODUCED BY: Mayor Stefanik
Co-Sponsor: Langshaw

A RESOLUTION CONFIRMING THE MAYOR'S APPOINTMENT OF MARK VITTARDI AS
A MEMBER OF THE CITY OF NORTH ROYALTON BOARD OF ZONING APPEALS, AND
DECLARING AN EMERGENCY

WHEREAS: The Mayor has appointed Mark Vittardi as a member of the City of North Royalton Board of Zoning Appeals; and

WHEREAS: Council confirms various appointments made by the Mayor; and

WHEREAS: It is necessary to keep an accurate record of these various appointments as to individuals appointed and their term of office.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby confirms the appointment of Mark Vittardi as a member of the City of North Royalton Board of Zoning Appeals, effective November 6, 2019.

Section 2. The term of said appointment shall expire on November 5, 2022.

Section 3. 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.

Section 4. This Resolution is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to keep accurate public records as to the various appointments made by the Mayor and the date of said appointment.

THEREFORE, provided this Resolution receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 19-90

INTRODUCED BY: Hannan, Antoskiewicz, Nickell
Co-Sponsor: Langshaw

AN ORDINANCE AUTHORIZING THE MAYOR TO SUBMIT TWO APPLICATIONS TO THE
NORTHEAST OHIO AREAWIDE COORDINATING AGENCY FOR FUNDING THROUGH THE
TRANSPORTATION FOR LIVABLE COMMUNITIES INITIATIVE,
AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton is submitting two applications to the Northeast Ohio Areawide Coordinating Agency (NOACA) for funding through the Transportation for Livable Communities Initiative (TLCI); and

WHEREAS: The first application is in the amount of \$100,000.25 for an Implementation Grant for the installation of sidewalks on State Road from City Hall to Akins Road; and

WHEREAS: The second application is in the amount of \$184,745.00 for an Implementation Grant for the installation of sidewalks on State Road from Akins Road to Valley Parkway with the City of North Royalton agreeing to provide a cash match in the amount of \$25,000 for a total project cost of \$209,745.00; and

WHEREAS: The TLCI Program provides federal funds for projects that integrate transportation and land use planning, increase transportation options, promote livability, and advance the goals of NOACA's Strategic Plan for northeast Ohio; and

WHEREAS: The TLCI program is paid on a reimbursement basis, requiring the applicant to first expend funds (if matched) and then request reimbursement from NOACA; and

WHEREAS: The City of North Royalton agrees to abide by all federal requirements as a sub-recipient of federal transportation funds, including Title VI of the Civil Rights Act of 1964 and the Americans with Disabilities Act, and including all applicable federal procurement requirements; and

WHEREAS: The City of North Royalton agrees to be responsible for managing any and all sub-contracting agencies, organizations, or consultants; and

WHEREAS: The City of North Royalton agrees to complete the agreed upon scope of services or will forfeit current and future TLCI awards; and

WHEREAS: The City of North Royalton is authorized to execute a contract with the Ohio Department of Transportation (ODOT) and NOACA if selected for the TLCI Program.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Mayor is hereby authorized to submit these applications to NOACA, acting as designated recipient of USDOT funds, for the TLCI Program and to execute a contract with NOACA if selected for funding in a form approved by the Law Department.

Section 2. 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.

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to submit these applications to the Northeast Ohio Areawide Coordinating Agency (NOACA) for funding through the Transportation for Livable Communities Initiative (TLCI) for these Implementation grants.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON PART 4 TRAFFIC CODE, CHAPTER 476 SNOWMOBILES AND ALL PURPOSE VEHICLES, SECTION 476.03, AND PART 6 GENERAL OFFENSES CODE, CHAPTER 606 GENERAL PROVISIONS; ADMINISTRATION AND ENFORCEMENT, SECTION 606.10, CHAPTER 612 ALCOHOLIC BEVERAGES, SECTION 612.12, CHAPTER 618 ANIMALS, SECTION 618.12, CHAPTER 630 GAMBLING, SECTION 630.01, CHAPTER 634 NOISE CONTROL, SECTION 634.04, CHAPTER 642 OFFENSES RELATED TO PROPERTY, SECTION 642.01, CHAPTER 648 PEACE DISTURBANCES SECTION 648.11, CHAPTER 672 WEAPONS AND EXPLOSIVES, SECTIONS 672.01, 672.02, 672.03, 672.04, 672.06, 672.07, 672.12, 672.14, AND 672.15, AND REPEALING, PART 6 GENERAL OFFENSES, CHAPTER 672 WEAPONS AND EXPLOSIVES, SECTIONS 672.05, 672.085, AND 672.11 RELATING TO THE OWNERSHIP, POSSESSION, PURCHASE, OTHER ACQUISITION, TRANSPORT, STORAGE, CARRYING, SALE, OTHER TRANSFER, MANUFACTURE, TAXATION, KEEPING, AND REPORTING OF LOSS OR THEFT OF FIREARMS, THEIR COMPONENTS, AND THEIR AMMUNITION, AND DECLARING AN EMERGENCY

WHEREAS: The Ohio General Assembly has enacted ORC §9.68, which becomes effective on December 28, 2019, and which on its face removes from Ohio municipalities the right to enact and enforce laws relating to the ownership, possession, purchase, other acquisition, transport, storage, carrying, sale, other transfer, manufacture, taxation, keeping, and reporting of loss or theft of firearms, their components, and their ammunition; and

WHEREAS: If ordinances currently a part of the City of North Royalton Codified Ordinances relating to the above are not amended or removed by the referenced effective date, a private cause of action is created through which the city may be liable for damages, attorney fees, and other costs; and

WHEREAS: Council recognizes that the City of North Royalton has home rule authority under the Ohio Constitution, but also that no court has yet ruled on the constitutionality of ORC §9.68 and the city needs to protect itself against liability; and

WHEREAS: As a result, the city must repealing 3 Sections of the Codified Ordinances of the City of North Royalton and amend 17 others to place it in compliance with the above referenced law; and

WHEREAS: It is therefore necessary to amend Sections 476.03, 606.10, 612.12, 618.12, 630.01, 634.04, 642.01, 648.11, 672.01, 672.02, 672.03, 672.04, 672.06, 672.07, 672.12, 672.14, and 672.15 and repeal Sections 672.05, 672.085, and 672.11; and

WHEREAS: Council desires to provide for these amendments.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Part 4 Traffic Code, Chapter 476 Snowmobiles and All Purpose Vehicles, Section 476.03, and Part 6 General Offenses Code, Chapter 606 General Provisions; Administration and Enforcement, Section 606.10, Chapter 612 Alcoholic Beverages, Section 612.12, Chapter 618 Animals, Section 618.12, Chapter 630 Gambling, Section 630.01, Chapter 634 Noise Control, Section 634.04, Chapter 642 Offenses Related To Property, Section 642.01, Chapter 648 Peace Disturbances Section 648.11, Chapter 672 Weapons and Explosives, Sections 672.01, 672.02, 672.03, 672.04, 672.06, 672.07, 672.12, 672.14, and 672.15 of the Codified Ordinances of the City of North Royalton are hereby amended in their entirety as outlined in Exhibit A attached hereto and incorporated as if fully rewritten.

Section 2. Part 6 General Offenses, Chapter 672 Weapons and Explosives, Sections 672.05, 672.085, and 672.11 of the Codified Ordinances of the City of North Royalton are hereby repealed in their entirety.

Section 3. Parts 4 and 6 of the Codified Ordinances of the City of North Royalton are hereby amended as provided for herein and all other provisions of Parts 4 and 6 shall remain in full force and effect.

Section 4. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

Section 5. 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.

Section 6. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to amend the Codified Ordinances of the City of North Royalton in order to place the Codified Ordinances of the City of North Royalton into compliance with State law.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

476.03 CODE APPLICATION; PROHIBITED OPERATION.

(a) The applicable provisions of this Traffic Code shall be applied to the operation of snowmobiles, off-highway motorcycles, and all-purpose vehicles, except that no snowmobile, off-highway motorcycle, or all-purpose vehicle shall be operated as follows:

(1) On any street or highway except for emergency travel only during such time and in such manner as the State or local authority having jurisdiction over such street or highway shall designate, and except as provided in Section 476.04;

(2) On any private property, or in any nursery or planting area, without the permission of the owner or other person having the right to possession of the property except as otherwise provided in this chapter;

(3) On any land or waters controlled by the State, except at those locations where a sign has been posted permitting such operation;

(4) On the tracks or right-of-way of any operating railroad;

~~(5) While transporting any firearm, bow or other implement for hunting, that is not unloaded and securely encased;~~

(6) For the purpose of chasing, pursuing, capturing or killing any animal or wild fowl, **other than through the use of a firearm as defined in ORC 2923.11**; or

(7) During the time from sunset to sunrise, unless displaying lighted lights as required by Section 476.02.

(b) Except as provided herein whoever violates this section shall be fined not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), or imprisoned not less than 3 nor more than 30 days, or both, and shall be subject to the penalty provided in Section 408.01.

(c) Whoever violates section (a)(1) of this section shall be fined not more than \$750.00 or imprisoned for not less than three days nor more than 60, or both.

(ORC 4519.40) (Ord. 08-70. Passed 4-1-08.)

606.10 FALSIFICATION.

(a) No person shall knowingly make a false statement or knowingly swear or affirm the truth of a false statement previously made, when any of the following applies:

(1) The statement is made in any official proceeding.

(2) The statement is made with purpose to incriminate another.

(3) The statement is made with purpose to mislead a public official in performing the public official's official function.

(4) The statement is made with purpose to secure the payment of unemployment compensation; Ohio Works First; prevention, retention, and contingency benefits and services; disability financial assistance; retirement benefits or health care coverage from a state retirement system; economic development assistance, as defined in Ohio R.C. 9.66; or other benefits administered by a governmental agency or paid out of a public treasury.

(5) The statement is made with purpose to secure the issuance by a governmental agency of a license, permit, authorization, certificate, registration, release or provider agreement.

(6) The statement is sworn or affirmed before a Notary Public or another person empowered to administer oaths.

(7) The statement is in writing on or in connection with a report or return that is required or authorized by law.

(8) The statement is in writing and is made with purpose to induce another to extend credit to or employ the offender, to confer any degree, diploma, certificate of attainment, award of excellence, or honor on the offender, or to extend to or bestow upon the offender any other valuable

benefit or distinction, when the person to whom such statement is directed relies upon it to that person's detriment.

(9) The statement is made with purpose to commit or facilitate the commission of a theft offense.

(10) The statement is knowingly made to a probate court in connection with any action, proceeding or other matter within its jurisdiction, either orally or in a written document, including, but not limited to, an application, petition, complaint or other pleading, or an inventory, account or report.

(11) The statement is made on an account, form, record, stamp, label or other writing that is required by law.

~~(12) The statement is made in connection with the purchase of a firearm, as defined in Ohio R.C. 2923.11, and in conjunction with the furnishing to the seller of the firearm of a fictitious or altered driver's or commercial driver's license or permit, a fictitious or altered identification card, or any other document that contains false information about the purchaser's identity.~~

(13) The statement is made in a document or instrument of writing that purports to be a judgment, lien, or claim of indebtedness and is filed or recorded with the Secretary of State, a county recorder, or the clerk of a court of record.

(14) The statement is made in an application filed with a county sheriff pursuant to R.C. § 2923.125 in order to obtain or renew a concealed handgun license or is made in an affidavit submitted to a county sheriff to obtain a concealed handgun license on a temporary emergency basis under R.C. § 2923.1213.

(15) The statement is required under Ohio R.C. 5743.71 in connection with the person's purchase of cigarettes or tobacco products in a delivery sale.

~~(b) No person, in connection with the purchase of a firearm as defined in Ohio R.C. 2923.11, shall knowingly furnish to the seller of the firearm a fictitious or altered driver's or commercial driver's license or permit, a fictitious or altered identification card, or any other document that contains false information about the purchaser's identity.~~

(c) No person, in an attempt to obtain a concealed handgun license under R.C. § 2923.125, shall knowingly present to a sheriff a fictitious or altered document that purports to be certification of the person's competence in handling a handgun as described in division (B)(3) of that section.

(d) It is no defense to a charge under paragraph (a)(6) hereof that the oath or affirmation was administered or taken in an irregular manner.

(e) If contradictory statements relating to the same fact are made by the offender within the period of the statute of limitations for falsification, it is not necessary for the prosecution to prove which statement was false, but only that one or the other was false.

(f) (1) Whoever violates division (a)(1), (a)(2), (a)(3), (a)(4), (a)(5), (a)(6), (a)(7), (a)(8), (a)(10), (a)(11), (a)(13) or (a)(15) of this section is guilty of falsification. Except as otherwise provided in this division, falsification is a misdemeanor of the first degree.

(2) Whoever violates paragraph (a)(9) hereof is guilty of falsification in a theft offense. Except as otherwise provided in this division, falsification in a theft offense is a misdemeanor of the first degree. If the value of the property or services stolen is \$1,000 or more, falsification in a theft offense is a felony to be prosecuted under appropriate state law.

~~(3) Whoever violates paragraph (a)(12) or (b) hereof is guilty of falsification to purchase a firearm, a felony to be prosecuted under appropriate state law.~~

(4) Whoever violates paragraph (a)(14) or (c) hereof is guilty of falsification to obtain a concealed handgun license, a felony to be prosecuted under appropriate state law.

(5) Whoever violates division (a) of this section in removal proceedings under R.C. § 319.26, 321.37, 507.13 or 733.78 is guilty of falsification regarding a removal proceeding, a felony to be prosecuted under appropriate state law.

(g) (1) No person who has knowingly failed to maintain proof of financial responsibility in accordance with Ohio R.C. 4509.101 shall produce any document or present to a peace officer an electronic wireless communications device that is displaying any text or images with the purpose to mislead a peace officer upon the request of a peace officer for proof of financial responsibility made in accordance with Ohio R.C. 4509.101(D)(2).

(2) Whoever violates this subsection (g) is guilty of falsification, a misdemeanor of the first degree.

(ORC 4509.102)

Statutory reference:

Civil liability for violations of this section, see R.C. § 2921.13(G)

612.12 ILLEGAL CONVEYANCE OF PROHIBITED ITEMS ONTO GROUNDS OF DETENTION FACILITIES OR OTHER SPECIFIED GOVERNMENTAL FACILITIES.

(a) No person shall knowingly convey, or attempt to convey, onto the grounds of a detention facility or of an institution, office building or other place that is under the control of the Department of Mental Health and Addiction Services, the Department of Developmental Disabilities, the Department of Youth Services or the Department of Rehabilitation and Correction, any of the following items:

(1) Any deadly weapon or dangerous ordnance, as defined in Ohio R.C. 2923.11, ~~or any part of or ammunition for use in such deadly weapon or dangerous ordnance.~~ ***It shall not mean a firearm as defined in ORC 2923.11 nor any component of or ammunition for the same.***

(2) Any drug of abuse, as defined in Ohio R.C. 3719.011.

(3) Any intoxicating liquor, as defined in Ohio R.C. 4301.01.

(b) Division (a) of this section does not apply to any person who conveys or attempts to convey an item onto the grounds of a detention facility or of an institution, office building or other place under the control of the Department of Mental Health and Addiction Services, the Department of Developmental Disabilities, the Department of Youth Services or the Department of Rehabilitation and Correction, with written authorization of the person in charge of the detention facility or the institution and in accordance with the written rules of the detention facility or the institution, office building or other place.

(c) No person shall knowingly deliver, or attempt to deliver, to any person who is confined in a detention facility, to a child confined in a youth services facility, to a prisoner who is temporarily released from confinement for a work assignment, or to any patient in an institution under the control of the Department of Mental Health and Addiction Services, or the Department of Developmental Disabilities, any item listed in subsection (a) hereof.

(d) No person shall knowingly deliver or attempt to deliver cash to any person who is confined in a detention facility, to a child confined in a youth services facility, or to a prisoner who is temporarily released from confinement for a work assignment.

(e) No person shall knowingly deliver, or attempt to deliver, to any person who is confined in a detention facility, to a child confined in a youth services facility, or to a prisoner who is temporarily released from confinement for a work assignment a cellular telephone, two-way radio, or other electronic communication device.

~~(f) (1) It is an affirmative defense to a charge under subsection (a)(1) hereof that the weapon or dangerous ordnance in question was being transported in a motor vehicle for any lawful purpose, that it was not on the actor's person, and if the weapon or dangerous ordnance was a firearm, that it was unloaded and was being carried in a closed package, box or case or in a compartment that can be reached only by leaving the vehicle.~~

(2) It is an affirmative defense to a charge under subsection (c) hereof that the actor was not otherwise prohibited by law from delivering the item to the confined person, the child, the prisoner or the patient and that either of the following applies:

A. The actor was permitted by the written rules of the detention facility or the institution, office building or other place to deliver the item to the confined person or the patient.

B. The actor was given written authorization by the person in charge of the detention facility or the institution, office building or other place to deliver the item to the confined person or the patient.

(g) (1) Whoever violates division (a)(1) of this section or commits a violation of division (c) of this section involving any item listed in division (a)(1) of this section is guilty of illegal conveyance of weapons onto the grounds of a specified governmental facility, a felony to be prosecuted under appropriate state law.

(2) Whoever violates division (a)(2) of this section or commits a violation of division (c) of this section involving any drug of abuse is guilty of illegal conveyance of drugs of abuse onto the grounds of a specified governmental facility, a felony to be prosecuted under appropriate state law.

(3) Whoever violates division (a)(3) of this section or commits a violation of division (c) of this section involving any intoxicating liquor is guilty of illegal conveyance of intoxicating liquor onto the grounds of a specified governmental facility, a misdemeanor of the second degree.

(4) Whoever violates division (d) of this section is guilty of illegal conveyance of cash onto the grounds of a detention facility, a misdemeanor of the first degree. If the offender previously has been convicted of or pleaded guilty to a violation of division (d) of this section or a substantially equivalent state law or municipal ordinance, illegal conveyance of cash onto the grounds of a detention facility is a felony to be prosecuted under appropriate state law.

(5) Whoever violates division (e) of this section is guilty of illegal conveyance of a communications device onto the grounds of a specified governmental facility, a misdemeanor of the first degree. If the offender previously has been convicted or pleaded guilty to a violation of division (e) of this section or a substantially equivalent state law or municipal ordinance, illegal conveyance of a communications device onto the grounds of a detention facility is a felony to be prosecuted under appropriate state law.

(ORC 2921.36)

(h) The person in charge of a detention facility shall, on the grounds of the detention facility, have the same power as a peace officer, as defined in Ohio R.C. 2935.01, to arrest a person who violates this section.

(ORC 2921.37)

618.12 HUNTING OR TRAPPING PROHIBITED.

(a) The hunting or trapping of animals or fowl within the municipality is prohibited. ~~No person shall hunt, trap, kill or attempt to kill any animal or fowl by the use of firearms or any other means, except as follows:~~

(1) The limited hunting of white-tailed deer by crossbow or long bow may be permitted within the city under the following terms and conditions:

A. The Chief of Police or his designated representative may, in his sole discretion, issue a Municipal Deer Damage Control Permit to a qualified archer applicant.

B. As a corollary to and following the issuance by the ODNR of its own Deer Damage Control Permit or license to allow only bow-hunting (long bow and crossbow) of white-tailed deer.

C. In areas of not less than five (5) contiguous acres, unless otherwise determined by the Chief of Police or his designee, by a qualified archer, on such forms and subject to such rules and regulations as the Chief may prescribe. The factors to be considered by the Chief of Police or his designee in considering a hunting area of less than five (5) contiguous acres shall include, but not be limited to:

1. The proximity of occupied dwellings;
2. The density of occupied dwellings in the immediate area;

3. The proximity of public streets, highways, or other public land;
4. The proximity in the immediate hunting area and amount of use of pedestrian trails, including sidewalk, bicycle paths, and trails;
5. The density of trees and other vegetation in the hunting area, and the surrounding area;
6. The topography of the land in the hunting area, and the surrounding area; and
7. Other relevant factors as solely determined by the Chief or his designee.

D. Hunting shall be conducted from an elevated platform only.

E. Written permission from the property owner(s) has been obtained.

F. Qualified archer shall be defined as an individual having obtained an approval/certification from approved archery proficiency test site, a valid Ohio hunting license, if applicable, and all other state requirements.

G. Compliance with all laws, rules and regulations of the city and state.

H. All applicants shall agree, in writing, to defend and indemnify the city for any negligent acts or damages committed by the applicant.

I. Any other requirements as deemed necessary to preserve and protect the health, safety and welfare of the residents as determined solely by the Chief of Police.

J. Chief of Police is hereby authorized to promulgate any and all rules and regulations necessary to carry out the provision of this section and all other rules and regulations necessary to insure public health and safety.

K. Nothing in this section shall be deemed to prohibit the killing or trapping of rats and other undesirable rodents or animals authorized to be killed by the Chief of Police using means for such killing or trapping which are also authorized by the Chief or his designee.

(b) Whoever violates this section is guilty of a misdemeanor of the first degree and shall be subject to the penalty provided in Section 698.02.

(Ord. 06-129. Passed 9-5-06; Ord. 08-135. Passed 6-17-08; Ord. 16-83. Passed 6-7-16; Ord. 17-63. Passed 5-2-17; Ord. 17-99. Passed 9-19-17.)

630.01 DEFINITIONS.

As used in this chapter:

(ff) "Merchandise prize" means any item of value, but shall not include any of the following:

(1) Cash, gift cards, or any equivalent thereof;

(2) Plays on games of chance, State lottery tickets, bingo, or instant bingo;

(3) ~~Firearms~~, tobacco, or alcoholic beverages; or

(4) A redeemable voucher that is redeemable for any of the items listed in division (1), (2), or (3) of this definition.

634.04 SPECIFIC PROHIBITIONS.

(a) No person shall commit any of the following acts or cause or permit the same to be committed:

(1) Animals and birds. Own, possess or harbor any animal or bird which frequently or for continued duration howls, barks, meows, squawks or makes other sounds which create a noise disturbance across a residential real property boundary;

(2) Places of public entertainment. Operate, play or permit the operation or playing of any radio, television, phonograph, drum, musical instrument, sound amplifier or similar device which

produces, reproduces or amplifies sound in any place of public entertainment at a sound level greater than 95 dBA, as read by the slow response on a sound level meter, at any point that is normally occupied by a customer, unless a conspicuous and legible sign is located outside such place, near each public entrance, stating "WARNING: SOUND LEVELS WITHIN MAY CAUSE PERMANENT HEARING IMPAIRMENT";

(3) ~~Explosives, firearms~~ and similar devices. Use or fire ~~explosives, firearms~~ or similar devices which create impulsive sound so as to cause a noise disturbance across a real property boundary or on a public space or right of way, without first obtaining a special variance therefor;

642.01 DEFINITIONS.

As used in this chapter, unless the context requires that a term be given a different meaning:

(7) A fire prevention officer of a political subdivision or an arson, fire, or similar investigator of a political subdivision.

(aa) "Federally-licensed firearms dealer." Has the same meaning as in Ohio R.C. 5502.63.

(bb) ~~"Firearm"~~ and "dangerous ordnance." Have the same meaning as in Ohio R.C. 2923.11, ***except that it shall not mean a firearm as defined in ORC 2923.11 nor any component of or ammunition for the same.***

648.11 PICKETING.

(a) No person who is engaged in picketing any place of employment or who is one of an assemblage gathered for the purpose of preventing or hindering the operation of such place shall have in his or her possession any ~~firearm~~, dirk, blackjack, billy club or other weapon. No person shall attempt to prevent any employee of such place or any other person from entering or leaving the same by force, violence, menacing threats or the use of threatening or abusive language.

(Ord. 1068. Passed 10-20-43.)

(b) Whoever violates this section is guilty of a misdemeanor of the third degree. Punishment shall be as provided in Section 698.02.

672.01 DEFINITIONS.

As used in this chapter:

(a) "Active duty." Has the same meaning as defined in 10 U.S.C. § 101.

(b) "Alien registration number." The number issued by the United States Citizenship and Immigration Services Agency that is located on the alien's permanent resident card and may also be commonly referred to as the "USCIS number" or the "alien number".

(c) "Automatic firearm." Any firearm designed or specially adapted to fire a succession of cartridges with a single function of the trigger.

(d) "Ballistic knife" means a knife with a detachable blade that is propelled by a spring-operated mechanism.

(e) "Concealed handgun license" or "license to carry a concealed handgun."

(1) Means, subject to division (2) of this definition, a license or temporary emergency license to carry a concealed handgun issued under Ohio R.C. 2923.125 or Ohio R.C. 2923.1213 or a license to carry a concealed handgun issued by another state with which the Attorney General has entered into a reciprocity agreement under Ohio R.C. 109.69.

(2) A reference in any provision of this Code to a concealed handgun license issued under Ohio R.C. 2923.125 or a license to carry a concealed handgun issued under Ohio R.C. 2923.125 means only a license of the type that is specified in that section. A reference in any provision of this Code to a concealed handgun license issued under Ohio R.C. 2923.1213, a license to carry a concealed handgun issued under Ohio R.C. 2923.1213, or a license to carry a concealed handgun on a temporary emergency basis means only a license of the type that is specified in Ohio R.C. 2923.1213. A reference in any provision of this Code to a concealed handgun license issued by another state or a license to carry a

concealed handgun issued by another state means only a license issued by another state with which the Attorney General has entered into a reciprocity agreement under Ohio R.C. 109.69.

(f) "Dangerous ordnance."

(1) Any of the following, except as provided in division (2) of this definition:

A. ~~Any automatic or sawed-off firearm, zip-gun or ballistic knife.~~

B. Any explosive device or incendiary device.

C. Nitroglycerin, nitrocellulose, nitrostarch, PETN, cyclonite, TNT, picric acid, and other high explosives; amatol, tritonal, tetrytol, pentolite, pecretol, cyclotol and other high explosive compositions; plastic explosives; dynamite, blasting gelatin, gelatin dynamite, sensitized ammonium nitrate, liquid-oxygen blasting explosives, blasting powder and other blasting agents; and any other explosive substance having sufficient brisance or power to be particularly suitable for use as a military explosive, or for use in mining, quarrying, excavating or demolitions.

D. Any ~~firearm~~, rocket launcher, mortar, artillery piece, grenade, mine, bomb, torpedo or similar weapon, designed and manufactured for military purposes, and the ammunition for that weapon.

E. ~~Any firearm muffler or suppressor.~~

F. ~~Any combination of parts that is intended by the owner for use in converting any firearm or other device into a dangerous ordnance.~~

(2) "Dangerous ordnance" does not include any of the following:

A. Any firearm, including a military weapon and the ammunition for that weapon, and regardless of its actual age, that employs a percussion cap or other obsolete ignition system, or that is designed and safe for use only with black powder.

B. Any pistol, rifle or shotgun, designed or suitable for sporting purposes, including a military weapon as issued or as modified, and the ammunition for that weapon, ~~unless the firearm is an automatic or sawed-off firearm.~~

C. Any cannon or other artillery piece that, regardless of its actual age, is of a type in accepted use prior to 1887, has no mechanical, hydraulic, pneumatic or other system for absorbing recoil and returning the tube into battery without displacing the carriage, and is designed and safe for use only with black powder.

D. Black powder, priming quills and percussion caps possessed and lawfully used to fire a cannon of a type defined in division (2)C. of this definition during displays, celebrations, organized matches or shoots, and target practice, and smokeless and black powder, primers and percussion caps possessed and lawfully used as a propellant or ignition device in small-arms or small-arms ammunition.

E. Dangerous ordnance that is inoperable or inert and cannot readily be rendered operable or activated, and that is kept as a trophy, souvenir, curio or museum piece.

F. Any device that is expressly excepted from the definition of a destructive device pursuant to the "Gun Control Act" of 1968, 18 U.S.C. 921(a)(4), as amended, and regulations issued under that Act.

(g) "Deadly weapon" means any instrument, device or thing capable of inflicting death, and designed or specially adapted for use as a weapon, or possessed, carried or used as a weapon. ***It shall not mean a firearm as defined in ORC 2923.11 nor any component of or ammunition for the same.***

(h) "Explosive" means any chemical compound, mixture or device, the primary or common purpose of which is to function by explosion. "Explosive" includes all materials that have been classified as division 1.1, division 1.2, division 1.3, or division 1.4 explosives by the United States Department of Transportation in its regulations and includes, but is not limited to, dynamite, black powder, pellet powders, initiating explosives, blasting caps, electric blasting caps, safety fuses, fuse igniters, squibs, cordeau detonant fuses, instantaneous fuses and igniter cords and igniters. "Explosive" does not include "fireworks," as defined in Ohio R.C. 3743.01, or any substance or material otherwise meeting the definition of explosive set forth in this section that is manufactured, sold, possessed, transported,

stored, or used in any activity described in Ohio R.C. 3743.80, provided the activity is conducted in accordance with all applicable laws, rules, and regulations, including, but not limited to, the provisions of Ohio R.C. 3743.80 and the rules of the State Fire Marshal adopted pursuant to Ohio R.C. 3737.82.

(i) "Explosive device" means any device designed or specially adapted to cause physical harm to persons or property by means of an explosion, and consisting of an explosive substance or agency and a means to detonate it.

"Explosive device" includes, without limitation, any bomb, any explosive demolition device, any blasting cap or detonator containing an explosive charge, and any pressure vessel that has been knowingly tampered with or arranged so as to explode.

~~(j) "Firearm."~~

~~(1) Any deadly weapon capable of expelling or propelling one or more projectiles by the action of an explosive or combustible propellant. "Firearm" includes an unloaded firearm and any firearm that is inoperable but that can readily be rendered operable.~~

~~(2) When determining whether a firearm is capable of expelling or propelling one or more projectiles by the action of an explosive or combustible propellant, the trier of fact may rely upon circumstantial evidence, including, but not limited to, the representations and actions of the individual exercising control over the firearm.~~

~~(k) "Handgun" means any of the following:~~

~~(1) Any firearm that has a short stock and is designed to be held and fired by the use of a single hand;~~

~~(2) Any combination of parts from which a firearm of a type described in subsection (1) of this definition can be assembled.~~

~~(l) "Incendiary device" means any firebomb and any device designed or specially adapted to cause physical harm to persons or property by means of fire and consisting of an incendiary substance or agency and a means to ignite it.~~

~~(m) "Misdemeanor punishable by imprisonment for a term exceeding one year." The phrase does not include any of the following:~~

~~(1) Any federal or state offense pertaining to antitrust violations, unfair trade practices, restraints of trade, or other similar offenses relating to the regulation of business practices;~~

~~(2) Any misdemeanor offense punishable by a term of imprisonment of two years or less.~~

~~(n) "Sawed-off firearm" means a shotgun with a barrel less than eighteen inches long, or a rifle with a barrel less than sixteen inches long, or a shotgun or rifle less than twenty-six inches long overall.~~

~~(o) "Semi-automatic firearm" means any firearm designed or specially adapted to fire a single cartridge and automatically chamber a succeeding cartridge ready to fire, with a single function of the trigger.~~

~~(p) "Valid concealed handgun license" or "valid license to carry a concealed handgun." A concealed handgun license that is currently valid, that is not under a suspension under Ohio R.C. 2923.128(A)(1), under Ohio R.C. 2923.1213, or under a suspension provision of the state other than this state in which the license was issued, and that has not been revoked under Ohio R.C. 2923.128(B)(1), under Ohio R.C. 2923.1213, or under a revocation provision of the state other than this state in which the license was issued.~~

~~(q) "Zip-gun" means any of the following:~~

~~(1) Any firearm of crude and extemporized manufacture;~~

~~(2) Any device, including, without limitation, a starter's pistol, that is not designed as a firearm, but that is specially adapted for use as a firearm;~~

Ordinance No. 19-91
Exhibit A

~~_____ (3) Any industrial tool, signaling device or safety device, that is not designed as a firearm, but that as designed is capable of use as such, when possessed, carried or used as a firearm.~~

(ORC 2923.11)

672.02 CARRYING CONCEALED WEAPONS.

(a) No person shall knowingly carry or have, concealed on the person's person or concealed ready at hand, ~~any of the following:~~

- (1) A deadly weapon ~~other than a handgun~~ **or**;
- ~~(2) A handgun other than a dangerous ordnance;~~
- (3) A dangerous ordnance.

~~(b) No person who has been issued a concealed handgun license shall do any of the following:~~

~~_____ (1) If the person is stopped for a law enforcement purpose, and is carrying a concealed handgun, fail to promptly inform any law enforcement officer who approaches the person after the person has been stopped that the person has been issued a concealed handgun license and that the person then is carrying a concealed handgun;~~

~~_____ (2) If the person is stopped for a law enforcement purpose and is carrying a concealed handgun, knowingly fail to keep the person's hands in plain sight at any time after any law enforcement officer begins approaching the person while stopped and before the law enforcement officer leaves, unless the failure is pursuant to and in accordance with directions given by a law enforcement officer;~~

~~_____ (3) If the person is stopped for a law enforcement purpose, if the person is carrying a concealed handgun, and if the person is approached by any law enforcement officer while stopped, knowingly remove or attempt to remove the loaded handgun from the holster, pocket, or other place in which the person is carrying it, knowingly grasp or hold the loaded handgun, or knowingly have contact with the loaded handgun by touching it with the person's hands or fingers at any time after the law enforcement officer begins approaching and before the law enforcement officer leaves, unless the person removes, attempts to remove, grasps, holds, or has contact with the loaded handgun pursuant to and in accordance with directions given by the law enforcement officer;~~

~~_____ (4) If the person is stopped for a law enforcement purpose and if the person is carrying a concealed handgun, knowingly disregard or fail to comply with any lawful order of any law enforcement officer given while the person is stopped, including, but not limited to, a specific order to the person to keep the person's hands in plain sight.~~

(c) (1) This section does not apply to any of the following:

A. An officer, agent, or employee of this or any other State or the United States, or to a law enforcement officer, who is authorized to carry concealed weapons or dangerous ordnance or is authorized to carry handguns and is acting within the scope of the officer's, agent's, or employee's duties;

B. Any person who is employed in this State, who is authorized to carry concealed weapons or dangerous ordnance or is authorized to carry handguns, and who is subject to and in compliance with the requirements of Ohio R.C. 109.801, unless the appointing authority of the person has expressly specified that the exemption provided in this paragraph (c)(1)B. does not apply to the person;

~~C. A person's transportation or storage of a firearm, other than a firearm described in Ohio R.C. 2923.11(G) to (M), in a motor vehicle for any lawful purpose if the firearm is not on the actor's person;~~

~~_____ D. A person's storage or possession of a firearm, other than a firearm described in Ohio R.C. 2923.11(G) to (M), in the actor's own home for any lawful purpose.~~

~~_____ (2) Paragraph (a)(2) hereof does not apply to any person who, at the time of the alleged carrying or possession of a handgun, either is carrying a valid concealed handgun license or is an active duty member of the armed forces of the United States and is carrying a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in R.C. § 2923.125(G)(1), unless the person knowingly is in a place described in R.C. § 2923.126(B).~~

Ordinance No. 19-91
Exhibit A

(d) It is an affirmative defense to a charge under paragraph (a)(1) hereof of carrying or having control of a weapon ~~other than a handgun and other than a dangerous ordnance~~, that the actor was not otherwise prohibited by law from having the weapon, and that any of the following applies:

(1) The weapon was carried or kept ready at hand by the actor for defensive purposes, while the actor was engaged in or was going to or from the actor's lawful business or occupation, which business or occupation was of a character or was necessarily carried on in a manner or at a time or place as to render the actor particularly susceptible to criminal attack, such as would justify a prudent person in going armed.

(2) The weapon was carried or kept ready at hand by the actor for defensive purposes, while the actor was engaged in a lawful activity and had reasonable cause to fear a criminal attack upon the actor, a member of the actor's family, or the actor's home, such as would justify a prudent person in going armed.

(3) The weapon was carried or kept ready at hand by the actor for any lawful purpose and while in the actor's own home.

~~(e) No person who is charged with a violation of this section shall be required to obtain a concealed handgun license as a condition for the dismissal of the charge.~~

(f) (1) Whoever violates this section is guilty of carrying concealed weapons. ~~Except as otherwise provided in this subsection or paragraphs (f)(2), (f)(6), and (f)(7) hereof, carrying concealed weapons in violation of subsection (a) hereof is a misdemeanor of the first degree. Except as otherwise provided in this subsection or paragraphs (f)(2), (f)(6), and (f)(7) hereof, if the offender previously has been convicted of a violation of this section or any substantially equivalent State law or municipal ordinance or of any offense of violence, if the weapon involved is a firearm that is either loaded or for which the offender has ammunition ready at hand, or if the weapon involved is dangerous ordnance, carrying concealed weapons in violation of subsection (a) hereof is a felony to be prosecuted under appropriate State law. Except as otherwise provided in paragraphs (f)(2), (f)(6), and (f)(7) hereof, or if the offense is committed aboard an aircraft, or with purpose to carry a concealed weapon aboard an aircraft, regardless of the weapon involved, carrying concealed weapons in violation of subsection (a) hereof is a felony to be prosecuted under appropriate State law.~~

~~(2) Except as provided in paragraph (f)(6) hereof, if a person being arrested for a violation of division (a)(2) of this section promptly produces a valid concealed handgun license, and if at the time of the violation the person was not knowingly in a place described in Ohio R.C. 2923.126(B), the officer shall not arrest the person for a violation of that division. If the person is not able to promptly produce any concealed handgun license, and if the person is not in a place described in that section, the officer may arrest the person for a violation of that division, and the offender shall be punished as follows:~~

~~A. The offender shall be guilty of a minor misdemeanor if both of the following apply:~~

~~1. Within ten days after the arrest, the offender presents a concealed handgun license, which license was valid at the time of the arrest to the law enforcement agency that employs the arresting officer.~~

~~2. At the time of the arrest, the offender was not knowingly in a place described in Ohio R.C. 2923.126(B).~~

~~B. The offender shall be guilty of a misdemeanor and shall be fined \$500 if all of the following apply:~~

~~1. The offender previously had been issued a concealed handgun license, and that license expired within the two years immediately preceding the arrest.~~

~~2. Within 45 days after the arrest, the offender presents a concealed handgun license to the law enforcement agency that employed the arresting officer, and the offender waives in writing the offender's right to a speedy trial on the charge of the violation that is provided in Ohio R.C. 2945.71.~~

~~3. At the time of the commission of the offense, the offender was not knowingly in a place described in Ohio R.C. 2923.126(B).~~

~~_____ C. _____ If divisions (f)(2)A. and (f)(2)B. and (f)(6) of this section do not apply, the offender shall be punished under division (f)(1) or (f)(7) of this section.~~

~~_____ (3) _____ Except as otherwise provided in this division, carrying concealed weapons in violation of division (b)(1) of this section is a misdemeanor of the first degree, and, in addition to any other penalty or sanction imposed for a violation of division (b)(1) of this section, the offender's concealed handgun license shall be suspended pursuant to Ohio R.C. 2923.128(A)(2). If, at the time of the stop of the offender for a law enforcement purpose that was the basis of the violation, any law enforcement officer involved with the stop had actual knowledge that the offender has been issued a concealed handgun license, carrying concealed weapons in violation of division (b)(1) of this section is a minor misdemeanor, and the offender's concealed handgun license shall not be suspended pursuant to Ohio R.C. 2923.128(A)(2).~~

~~_____ (4) _____ Carrying concealed weapons in violation of division (b)(2) or (b)(4) of this section is a misdemeanor of the first degree or, if the offender previously has been convicted of or pleaded guilty to a violation of division (b)(2) or (b)(4) of this section or any substantially equivalent state law or municipal ordinance, a felony to be prosecuted under appropriate state law. In addition to any other penalty or sanction imposed for a misdemeanor violation of division (b)(2) or (b)(4) of this section, the offender's concealed handgun license shall be suspended pursuant to Ohio R.C. 2923.128(A)(2).~~

~~_____ (5) _____ Carrying concealed weapons in violation of division (b)(3) of this section is a felony to be prosecuted under appropriate state law.~~

~~_____ (6) _____ If a person being arrested for a violation of division (a)(2) of this section is an active duty member of the armed forces of the United States and is carrying a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in R.C. § 2923.125(G)(1), and if at the time of the violation the person was not knowingly in a place described in R.C. 2923.126(B), the officer shall not arrest the person for a violation of that division. If the person is not able to promptly produce a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in R.C. § 2923.125(G)(1) and if the person is not in a place described in R.C. § 2923.126(B), the officer shall issue a citation and the offender shall be assessed a civil penalty of not more than five hundred dollars (\$500.00). The citation shall be automatically dismissed and the civil penalty shall not be assessed if both of the following apply:~~

~~_____ A. _____ Within ten days after the issuance of the citation, the offender presents a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in R.C. § 2923.125(G)(1), which were both valid at the time of the issuance of the citation to the law enforcement agency that employs the citing officer.~~

~~_____ B. _____ At the time of the citation, the offender was not knowingly in a place described in R.C. § 2923.126(B).~~

~~_____ (7) _____ If a person being arrested for a violation of division (a)(2) of this section is knowingly in a place described in R.C. § 2923.126(B)(5) and is not authorized to carry a handgun or have a handgun concealed on the person's person or concealed ready at hand under that division, the penalty shall be as follows:~~

~~_____ A. _____ Except as otherwise provided in this division, if the person produces a valid concealed handgun license within ten days after the arrest and has not previously been convicted or pleaded guilty to a violation of division (a)(2) of this section or any substantially equivalent state law or municipal ordinance, the person is guilty of a minor misdemeanor;~~

~~_____ B. _____ Except as otherwise provided in this division, if the person has previously been convicted of or pleaded guilty to a violation of division (a)(2) of this section or any substantially equivalent state law or municipal ordinance, the person is guilty of a misdemeanor of the fourth degree;~~

~~_____ C. _____ Except as otherwise provided in this division, if the person has previously been convicted of or pleaded guilty to two violations of division (a)(2) of this section or any substantially equivalent state law or municipal ordinance, the person is guilty of a misdemeanor of the third degree;~~

~~_____ D. _____ Except as otherwise provided in this division, if the person has previously been convicted of or pleaded guilty to three or more violations of division (a)(2) of this section or any substantially equivalent state law or municipal ordinance, or convicted of or pleaded guilty to any offense of violence, if the weapon involved is a firearm that is either loaded or for which the offender has ammunition ready at hand, or if the weapon involved is a dangerous ordnance, the person is guilty of a misdemeanor of the second degree.~~

~~_____ (g) _____ If a law enforcement officer stops a person to question the person regarding a possible violation of this section, for a traffic stop, or for any other law enforcement purpose, if the person surrenders a firearm to the officer, either voluntarily or pursuant to a request or demand of the officer, and if the officer does not charge the person with a violation of this section or arrest the person for any offense, the person is not otherwise prohibited by law from possessing the firearm, and the firearm is not contraband, the officer shall return the firearm to the person at the termination of the stop. If a court orders a law enforcement officer to return a firearm to a person pursuant to the requirement set forth in this division, Ohio R.C. 2923.163(B) applies.~~

~~(ORC 2923.12)~~

672.03 USING WEAPONS WHILE INTOXICATED.

(a) No person while under the influence of alcohol, or any drug of abuse, shall carry or use any firearm or dangerous ordnance. ***Dangerous ordnance shall not mean a firearm as defined in ORC 2923.11 nor any component of or ammunition for the same.***

(b) Whoever violates this section is guilty of using weapons while intoxicated, a misdemeanor of the first degree. Punishment shall be as provided in Section 698.02.

(ORC 2923.15)

672.04 IMPROPERLY HANDLING FIREARMS IN A MOTOR VEHICLE.

(a) No person shall knowingly discharge a firearm while in or on a motor vehicle.

~~_____ (b) _____ No person shall knowingly transport or have a loaded firearm in a motor vehicle in such manner that the firearm is accessible to the operator or any passenger without leaving the vehicle.~~

~~_____ (c) _____ No person shall knowingly transport or have a firearm in a motor vehicle, unless the person may lawfully possess that firearm under applicable law of this state or the United States, the firearm is unloaded, and the firearm is carried in one of the following ways:~~

~~_____ (1) _____ In a closed package, box or case;~~

~~_____ (2) _____ In a compartment that can be reached only by leaving the vehicle;~~

~~_____ (3) _____ In plain sight and secured in a rack or holder made for the purpose;~~

~~_____ (4) _____ If the firearm is at least 24 inches in overall length as measured from the muzzle to the part of the stock furthest from the muzzle and if the barrel is at least 18 inches in length, either in plain sight with the action open or the weapon stripped, or, if the firearm is of a type on which the action will not stay open or which cannot easily be stripped, in plain sight.~~

~~_____ (d) _____ No person shall knowingly transport or have a loaded handgun in a motor vehicle if, at the time of that transportation or possession, any of the following applies:~~

~~_____ (1) _____ The person is under the influence of alcohol, a drug of abuse, or a combination of them.~~

~~_____ (2) _____ The person's whole blood, blood serum or plasma, breath, or urine contains a concentration of alcohol, a listed controlled substance, or a listed metabolite of a controlled substance prohibited for persons operating a vehicle, as specified in Ohio R.C. 4511.19(A), regardless of whether the person at the time of the transportation or possession as described in this division is the operator of or a passenger in the motor vehicle.~~

~~_____ (e) _____ No person who has been issued a concealed handgun license or who is an active duty member of the armed forces of the United States and is carrying a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in R.C. § 2923.125(G)(1), who is the driver or an occupant of a motor vehicle~~

Ordinance No. 19-91
Exhibit A

that is stopped as a result of a traffic stop or a stop for another law enforcement purpose or is the driver or an occupant of a commercial motor vehicle that is stopped by an employee of the motor carrier enforcement unit for the purposes defined in Ohio R.C. 5503.34, and who is transporting or has a loaded handgun in the motor vehicle or commercial motor vehicle in any manner, shall do any of the following:

_____ (1) _____ Fail to promptly inform any law enforcement officer who approaches the vehicle while stopped that the person has been issued a concealed handgun license or is authorized to carry a concealed handgun as an active duty member of the armed forces of the United States and that the person then possesses or has a loaded handgun in the motor vehicle;

_____ (2) _____ Fail to promptly inform the employee of the unit who approaches the vehicle while stopped that the person has been issued a concealed handgun license or is authorized to carry a concealed handgun as an active duty member of the armed forces of the United States and that the person then possesses or has a loaded handgun in the commercial motor vehicle;

_____ (3) _____ Knowingly fail to remain in the motor vehicle while stopped, or knowingly fail to keep the person's hands in plain sight at any time after any law enforcement officer begins approaching the person while stopped and before the law enforcement officer leaves, unless the failure is pursuant to and in accordance with directions given by a law enforcement officer;

_____ (4) _____ Knowingly have contact with the loaded handgun by touching it with the person's hands or fingers in the motor vehicle at any time after the law enforcement officer begins approaching and before the law enforcement officer leaves, unless the person has contact with the loaded handgun pursuant to and in accordance with directions given by the law enforcement officer.

_____ (5) _____ Knowingly disregard or fail to comply with any lawful order of any law enforcement officer given while the motor vehicle is stopped, including but not limited to a specific order to the person to keep the person's hands in plain sight.

_____ (f) _____ (1) _____ Subsections (a), (b), (c), and (e) of this section do not apply to any of the following:

_____ A. _____ An officer, agent, or employee of this or any other State or the United States, or a law enforcement officer, when authorized to carry or have loaded or accessible firearms in motor vehicles and acting within the scope of the officer's, agent's, or employee's duties;

_____ B. _____ Any person who is employed in this State, who is authorized to carry or have loaded or accessible firearms in motor vehicles, and who is subject to and in compliance with the requirements of Ohio R.C. 109.801, unless the appointing authority of the person has expressly specified that the exemption provided in this subsection (f)(1)B. does not apply to the person.

_____ (2) _____ Subsection (a) hereof does not apply to a person if all of the following circumstances apply:

_____ A. _____ The person discharges a firearm from a motor vehicle at a coyote or groundhog, the discharge is not during the deer gun hunting season as set by the Chief of the Division of Wildlife of the Department of Natural Resources, and the discharge at the coyote or groundhog, but for the operation of this section, is lawful.

_____ B. _____ The motor vehicle from which the person discharges the firearm is on real property that is located in an unincorporated area of a township and that is either zoned for agriculture or is used for agriculture.

_____ C. _____ The person owns the real property described in paragraph (f)(2)B. hereof is the spouse or a child of another person who owns that real property, is a tenant of another person who owns that real property, or is the spouse or a child of a tenant of another person who owns that real property.

_____ D. _____ The person does not discharge the firearm in any of the following manners:

_____ 1. _____ While under the influence of alcohol, a drug of abuse, or alcohol and a drug of abuse;

_____ 2. _____ In the direction of a street, highway or other public or private property used by the public for vehicular traffic or parking;

~~3. At or into an occupied structure that is a permanent or temporary habitation;~~

~~4. In the commission of any violation of law, including but not limited to a felony that includes, as an essential element, purposely or knowingly causing or attempting to cause the death of or physical harm to another and that was committed by discharging a firearm from a motor vehicle.~~

~~(3) Division (a) of this section does not apply to a person if all of the following apply:~~

~~A. The person possesses a valid electric-powered all-purpose vehicle permit issued under Ohio R.C. 1533.103 by the Chief of the Division of Wildlife.~~

~~B. The person discharges a firearm at a wild quadruped or game bird as defined in Ohio R.C. 1531.01 during the open hunting season for the applicable wild quadruped or game bird.~~

~~C. The person discharges a firearm from a stationary electric-powered all-purpose vehicle as defined in Ohio R.C. 1531.01 or a motor vehicle that is parked on a road that is owned or administered by the Division of Wildlife, provided that the road is identified by an electric-powered all-purpose vehicle sign.~~

~~D. The person does not discharge the firearm in any of the following manners:~~

~~1. While under the influence of alcohol, a drug of abuse, or alcohol and a drug of abuse;~~

~~2. In the direction of a street, a highway, or other public or private property that is used by the public for vehicular traffic or parking;~~

~~3. At or into an occupied structure that is a permanent or temporary habitation;~~

~~4. In the commission of any violation of law, including, but not limited to, a felony that includes, as an essential element, purposely or knowingly causing or attempting to cause the death of or physical harm to another and that was committed by discharging a firearm from a motor vehicle.~~

~~(4) Subsections (b) and (c) hereof do not apply to a person if all of the following circumstances apply:~~

~~A. At the time of the alleged violation of either of those subsections, the person is the operator of or a passenger in a motor vehicle.~~

~~B. The motor vehicle is on real property that is located in an unincorporated area of a township and that is either zoned for agriculture or is used for agriculture.~~

~~C. The person owns the real property described in paragraph (f)(4)B. hereof, is the spouse or a child of another person who owns that real property, is a tenant of another person who owns that real property, or is the spouse or a child of a tenant of another person who owns that real property.~~

~~D. The person, prior to arriving at the real property described in paragraph (f)(4)B. hereof, did not transport or possess a firearm in the motor vehicle in a manner prohibited by subsection (b) or (c) hereof while the motor vehicle was being operated on a street, highway or other public or private property used by the public for vehicular traffic or parking.~~

~~(5) Subsections (b) and (c) hereof do not apply to a person who transports or possesses a handgun in a motor vehicle if, at the time of that transportation or possession, both of the following apply:~~

~~A. The person transporting or possessing the handgun is either carrying a valid concealed handgun license or is an active duty member of the armed forces of the United States and is carrying a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in R.C. § 2923.125(G)(1).~~

Ordinance No. 19-91
Exhibit A

~~_____ B. _____ The person transporting or possessing the handgun is not knowingly in a place described in Ohio R.C. 2923.126(B).~~

~~_____ (6) _____ Divisions (b) and (c) of this section do not apply to a person if all of the following apply:~~

~~_____ A. _____ The person possesses a valid electric-powered all-purpose vehicle permit issued under Ohio R.C. 1533.103 by the Chief of the Division of Wildlife.~~

~~_____ B. _____ The person is on or in an electric-powered all-purpose vehicle as defined in Ohio R.C. 1531.01 or a motor vehicle during the open hunting season for a wild quadruped or game bird.~~

~~_____ C. _____ The person is on or in an electric-powered all-purpose vehicle as defined in Ohio R.C. 1531.01 or a motor vehicle that is parked on a road that is owned or administered by the Division of Wildlife, provided that the road is identified by an electric-powered all-purpose vehicle sign.~~

~~_____ (g) _____ (1) _____ The affirmative defenses authorized in Ohio R.C. 2923.12(D)(1) and (D)(2) are affirmative defenses to a charge under subsection (b) or (c) hereof that involves a firearm other than a handgun.~~

~~_____ (2) _____ It is an affirmative defense to a charge under subsection (b) or (c) hereof of improperly handling firearms in a motor vehicle that the actor transported or had the firearm in the motor vehicle for any lawful purpose and while the motor vehicle was on the actor's own property, provided that this affirmative defense is not available unless the person, immediately prior to arriving at the actor's own property, did not transport or possess the firearm in a motor vehicle in a manner prohibited by subsection (b) or (c) hereof while the motor vehicle was being operated on a street, highway, or other public or private property used by the public for vehicular traffic.~~

~~_____ (h) _____ (1) _____ No person who is charged with a violation of division (b), (c) or (d) of this section shall be required to obtain a concealed handgun license as a condition for the dismissal of the charge.~~

~~_____ (2) _____ A. _____ If a person is convicted of, was convicted of, pleads guilty to, or has pleaded guilty to a violation of division (e) of this section as it existed prior to September 30, 2011 and if the conduct that was the basis of the violation no longer would be a violation of division (e) of this section on or after September 30, 2011, the person may file an application under Ohio R.C. 2953.37 requesting the expungement of the record of conviction.~~

~~_____ B. _____ If a person is convicted of, was convicted of, pleads guilty to, or has pleaded guilty to a violation of division (b) or (c) of this section as the division existed prior to September 30, 2011 and if the conduct that was the basis of the violation no longer would be a violation of division (b) or (c) of this section on or after September 30, 2011 due to the application of division (f)(5) of this section as it exists on and after September 30, 2011, the person may file an application under Ohio R.C. 2953.37 requesting the expungement of the record of conviction.~~

~~_____ (i) _____ Whoever violates this section is guilty of improperly handling firearms in a motor vehicle. Violation of division (a) of this section is a felony to be prosecuted under appropriate state law. Violation of division (c) of this section is a misdemeanor of the fourth degree. A violation of division (d) of this section is a felony to be prosecuted under appropriate state law and, if the loaded handgun is concealed on the person's person, it is also a felony to be prosecuted under appropriate state law. Except as otherwise provided in this division, a violation of division (e)(1) or (e)(2) of this section is a misdemeanor of the first degree, and, in addition to any other penalty or sanction imposed for the violation, the offender's concealed handgun license shall be suspended pursuant to Ohio R.C. 2923.128(A)(2). If at the time of the stop of the offender for a traffic stop, for another law enforcement purpose, or for a purpose defined in Ohio R.C. 5503.34 that was the basis of the violation any law enforcement officer involved with the stop or the employee of the motor carrier enforcement unit who made the stop had actual knowledge of the offender's status as a licensee, a violation of division (e)(1) or (e)(2) of this section is a minor misdemeanor, and the offender's concealed handgun license shall not be suspended pursuant to Ohio R.C. 2923.128(A)(2). A violation of division (e)(4) of this section is a felony to be prosecuted under appropriate state law. A violation of division (e)(3) or (e)(5) of this section is a misdemeanor of the first degree or, if the offender previously has been convicted of or pleaded guilty to a violation of division (e)(3) or (e)(5) of this section or any substantially equivalent state law or~~

Ordinance No. 19-91
Exhibit A

~~municipal ordinance, a felony to be prosecuted under appropriate state law. In addition to any other penalty or sanction imposed for a misdemeanor violation of division (e)(3) or (e)(5) of this section, the offender's concealed handgun license shall be suspended pursuant to Ohio R.C. 2923.128(A)(2). A violation of division (b) of this section is a felony to be prosecuted under appropriate state law.~~

~~_____ (j) _____ If a law enforcement officer stops a motor vehicle for a traffic stop or any other purpose, if any person in the motor vehicle surrenders a firearm to the officer, either voluntarily or pursuant to a request or demand of the officer, and if the officer does not charge the person with a violation of this section or arrest the person for any offense, the person is not otherwise prohibited by law from possessing the firearm, and the firearm is not contraband, the officer shall return the firearm to the person at the termination of the stop. If a court orders a law enforcement officer to return a firearm to a person pursuant to the requirement set forth in this division, Ohio R.C. 2923.163(B) applies.~~

~~_____ (k) _____ As used in this section:~~

~~_____ (1) _____ "Agriculture" has the same meaning as in Ohio R.C. 519.01.~~

~~_____ (2) _____ "Commercial motor vehicle" has the same meaning as in Ohio R.C. 4506.25(A).~~

~~_____ (3) _____ "Motor carrier enforcement unit" means the Motor Carrier Enforcement Unit in the Department of Public Safety, Division of State Highway Patrol, that is created by Ohio R.C. 5503.34.~~

~~_____ (4) _____ "Motor vehicle," "street" and "highway" have the same meaning as in Ohio R.C. 4511.01.~~

~~_____ (5) _____ "Occupied structure" has the same meaning as in Ohio R.C. 2909.01.~~

~~_____ (6) _____ "Tenant" has the same meaning as in Ohio R.C. 1531.01.~~

~~_____ (7) _____ "Unloaded."~~

~~_____ A. _____ With respect to a firearm other than a firearm described in division D. of this definition, means that no ammunition is in the firearm in question, no magazine or speed loader containing ammunition is inserted into the firearm, and one of the following applies:~~

~~_____ 1. _____ There is no ammunition in a magazine or speed loader that is in the vehicle in question and that may be used with the firearm in question.~~

~~_____ 2. _____ Any magazine or speed loader that contains ammunition and that may be used with the firearm in question is stored in a compartment within the vehicle in question that cannot be accessed without leaving the vehicle or is stored in a container that provides complete and separate enclosure.~~

~~_____ B. _____ For the purposes of division A.2. of this definition, a "container that provides complete and separate enclosure" includes, but is not limited to, any of the following:~~

~~_____ 1. _____ A package, box, or case with multiple compartments, as long as the loaded magazine or speed loader and the firearm in question either are in separate compartments within the package, box, or case, or, if they are in the same compartment, the magazine or speed loader is contained within a separate enclosure in that compartment that does not contain the firearm and that closes using a snap, button, buckle, zipper, hook and loop closing mechanism, or other fastener that must be opened to access the contents or the firearm is contained within a separate enclosure of that nature in that compartment that does not contain the magazine or speed loader;~~

~~_____ 2. _____ A pocket or other enclosure on the person of the person in question that closes using a snap, button, buckle, zipper, hook and loop closing mechanism, or other fastener that must be opened to access the contents.~~

~~_____ C. _____ For the purposes of divisions A. and B. of this definition, ammunition held in stripper clips or in en-bloc clips is not considered ammunition that is loaded into a magazine or speed loader.~~

~~_____ D. _____ "Unloaded" means, with respect to a firearm employing a percussion cap, flintlock, or other obsolete ignition system, when the weapon is uncapped or when the priming charge is removed from the pan.~~

~~(l) Divisions A. and B. of the definition of “unloaded” in division (k) of this section do not affect the authority of a person who is carrying a valid concealed handgun license to have one or more magazines or speed loaders containing ammunition anywhere in a vehicle, without being transported as described in those divisions, as long as no ammunition is in a firearm, other than a handgun, in the vehicle other than as permitted under any other provision of this chapter. A person who is carrying a valid concealed handgun license may have one or more magazines or speed loaders containing ammunition anywhere in a vehicle without further restriction, as long as no ammunition is in a firearm, other than a handgun, in the vehicle other than as permitted under any provision of this chapter.~~

~~(ORC 2923.16)~~

~~**672.05 LICENSE OR PERMIT TO POSSESS DANGEROUS ORDNANCE.**~~

~~(a) Upon application to the Safety Director or Police Chief of the Municipality, and upon payment of the fee specified in subsection (b) hereof, a license or temporary permit shall be issued to qualified applicants to acquire, possess, carry or use dangerous ordnance, for the following purposes:~~

~~(1) Contractors, wreckers, quarrymen, mine operators and other persons regularly employing explosives in the course of a legitimate business, with respect to explosives and explosive devices acquired, possessed, carried or used in the course of such business;~~

~~(2) Farmers, with respect to explosives and explosive devices acquired, possessed, carried or used for agricultural purposes on lands farmed by them;~~

~~(3) Scientists, engineers and instructors, with respect to dangerous ordnance acquired, possessed, carried or used in the course of bona fide research or instruction;~~

~~(4) Financial institution and armored car company guards, with respect to automatic firearms lawfully acquired, possessed, carried or used by any such person while acting within the scope of his duties;~~

~~(5) In the discretion of the Safety Director or Police Chief, any responsible person, with respect to dangerous ordnance lawfully acquired, possessed, carried or used for a legitimate research, scientific, educational, industrial or other proper purpose.~~

~~(b) Application for a license or temporary permit under this section shall be in writing under oath to the Safety Director or Police Chief of the Municipality. The application shall be accompanied by an application fee as set forth in Chapter 214 of the Administration Code. The fees shall be paid into the General Fund of the Municipality. The application shall contain the following information:~~

~~(1) The name, age, address, occupation and business address of the applicant, if he or she is a natural person, or the name, address and principal place of business of the applicant, if the applicant is a corporation;~~

~~(2) A description of the dangerous ordnance for which a permit is requested;~~

~~(3) A description of the place or places where and the manner in which the dangerous ordnance is to be kept, carried and used;~~

~~(4) A statement of the purposes for which the dangerous ordnance is to be acquired, possessed, carried or used;~~

~~(5) Such other information as the Safety Director or Police Chief may require in giving effect to this section.~~

~~(c) Upon investigation, the Safety Director or Police Chief shall issue a license or temporary permit only if all of the following apply:~~

~~(1) The applicant is not otherwise prohibited by law from acquiring, having, carrying or using dangerous ordnance;~~

~~(2) The applicant is age twenty one or over, if he or she is a natural person;~~

~~(3) It appears that the applicant has sufficient competence to safely acquire, possess, carry or use the dangerous ordnance, and that proper precautions will be taken to protect the security of the dangerous ordnance and ensure the safety of persons and property;~~

~~_____ (4) _____ It appears that the dangerous ordnance will be lawfully acquired, possessed, carried and used by the applicant for a legitimate purpose.~~

~~_____ (d) _____ The license or temporary permit shall identify the person to whom it is issued, identify the dangerous ordnance involved and state the purposes for which the license or temporary permit is issued, state the expiration date, if any, and list such restrictions on the acquisition, possession, carriage or use of the dangerous ordnance as the Safety Director or Police Chief considers advisable to protect the security of the dangerous ordnance and ensure the safety of persons and property.~~

~~_____ (e) _____ A temporary permit shall be issued for the casual use of explosives and explosive devices and other consumable dangerous ordnance, and shall expire within thirty days of its issuance. A license shall be issued for the regular use of consumable dangerous ordnance or for any nonconsumable dangerous ordnance, which license need not specify an expiration date, but the Safety Director or Police Chief may specify such expiration date, not earlier than one year from the date of issuance, as he or she considers advisable in view of the nature of the dangerous ordnance and the purposes for which the license is issued.~~

~~_____ (f) _____ The dangerous ordnance specified in a license or temporary permit may be obtained by the holder anywhere in the State. The holder of a license may use such dangerous ordnance anywhere in the State. The holder of a temporary permit may use such dangerous ordnance only within the territorial jurisdiction of the Municipality.~~

~~_____ (g) _____ The Safety Director or Police Chief shall forward to the State Fire Marshal a copy of each license or temporary permit issued pursuant to this section, and a copy of each record of a transaction in dangerous ordnance and of each report of lost or stolen dangerous ordnance, given to the Police Department as required by Section 672.07(a)(2) and (3).~~

~~(ORC 2923.18)~~

672.06 FAILURE TO SECURE DANGEROUS ORDNANCE.

(a) No person, in acquiring, possessing, carrying or using any dangerous ordnance, shall negligently fail to take proper precautions: ***Dangerous ordnance shall not mean a firearm as defined in ORC 2923.11 nor any component of or ammunition for the same.***

(1) To secure the dangerous ordnance against theft or against its acquisition or use by any unauthorized or incompetent person;

(2) To insure the safety of persons and property.

(b) Whoever violates this section is guilty of failure to secure dangerous ordnance, a misdemeanor of the second degree. Punishment shall be as provided in Section 698.02.

~~(ORC 2923.19)~~

672.07 UNLAWFUL TRANSACTIONS IN WEAPONS.

(a) No person shall:

~~(1) _____ Recklessly sell, lend, give, or furnish any firearm to any person prohibited by section Ohio R.C. 2923.13 or 2923.15 from acquiring or using any firearm, or recklessly sell, lend, give or furnish any dangerous ordnance to any person prohibited by Ohio R.C. 2923.13, 2923.15, or 2923.17 from acquiring or using any dangerous ordnance;~~

~~_____ (2) _____ Possess any firearm or dangerous ordnance with purpose to dispose of it in violation of division (a) of this section.~~

(3) Manufacture, possess for sale, sell, or furnish to any person other than a law enforcement agency for authorized use in police work, any brass, knuckles, Cestus, billy, blackjack, sandbag, switchblade knife, springblade knife, gravity knife, or similar weapon;

(4) When transferring any dangerous ordnance to another, negligently fail to require the transferee to exhibit such identification, license, or permit showing him to be authorized to acquire dangerous ordnance pursuant to Ohio R.C. 2923.17, or negligently fail to take a complete record of the transaction and forthwith forward a copy of that record to the sheriff of the county or safety director or police chief of the municipality where the transaction takes place.

(5) Knowingly fail to report to law enforcement authorities forthwith the loss or theft of any firearm or dangerous ordnance in the person's possession or under the person's control.

(b) Whoever violates this section is guilty of unlawful transactions in weapons. ~~A violation of division (a)(1) or (2) of this section is a felony of the fourth degree.~~ A violation of division (a)(3) or (4) of this section is a misdemeanor of the second degree. A violation of division (a)(5) of this section is a misdemeanor of the fourth degree.

(Ord. 98-199. Passed 11-17-98.)

~~672.085 UNDERAGE PURCHASE OF A FIREARM OR HANDGUN.~~

~~(a) No person under eighteen years of age shall purchase or attempt to purchase a firearm.~~

~~(b) No person under 21 years of age shall purchase or attempt to purchase a handgun; provided, that this division does not apply to the purchase or attempted purchase of a handgun by a person 18 years of age or older and under 21 years of age, if either of the following applies:~~

~~(1) The person is a law enforcement officer and has received firearms training approved by the Ohio Peace Officer Training Council or equivalent firearms training.~~

~~(2) The person is an active or reserve member of the armed services of the United States or the Ohio National Guard, or was honorably discharged from military service in the active or reserve armed services of the United States or the Ohio National Guard, and the person has received firearms training from the armed services or the national guard or equivalent firearms training.~~

~~(c) Whoever violates subsection (a) hereof is guilty of underage purchase of a firearm, a delinquent act that would be a felony to be prosecuted under appropriate state law if it could be committed by an adult. Whoever violates subsection (b) hereof is guilty of underage purchase of a handgun, a misdemeanor of the second degree, and shall be subject to the penalty provided in Section 698.02.~~

~~(ORC 2923.211)~~

~~672.11 RECORDS OF BLACK POWDER SALES.~~

~~(a) No person shall sell to any other person any quantity of the explosive commonly known as "black powder," unless the seller at the time of such sale records, in a book to be kept for that purpose, which book is to be made available for inspection to the Chief of Police or his or her representative, the following information:~~

~~(1) The name and address of the purchaser;~~

~~(2) The purpose for which the purchase was made;~~

~~(3) The date of such purchase; and~~

~~(4) An accurate description of the amount purchased.~~

~~(Ord. 1972-189. Passed 4-4-73.)~~

~~(b) Whoever violates this section is guilty of a minor misdemeanor and shall be subject to the penalty provided in Section 698.02.~~

672.12 POSSESSING CRIMINAL TOOLS.

(a) No person shall possess or have under the person's control any substance, device, instrument or article, with purpose to use it criminally.

(b) Each of the following constitutes prima-facie evidence of criminal purpose:

(1) Possession or control of any dangerous ordnance, or the materials or parts for making dangerous ordnance, in the absence of circumstances indicating the dangerous ordnance, materials or parts are intended for legitimate use. ***Dangerous ordnance shall not mean a firearm as defined in ORC 2923.11 nor any component of or ammunition for the same;***

(2) Possession or control of any substance, device, instrument or article designed or specially adapted for criminal use;

(3) Possession or control of any substance, device, instrument or article commonly used for criminal purposes, under circumstances indicating the item is intended for criminal use.

(c) Whoever violates this section is guilty of possessing criminal tools, a misdemeanor of the first degree, provided the circumstances do not indicate that the substance, device, instrument or article involved in the offense was intended for use in the commission of a felony. The penalty shall be as provided in Section 698.02.

(ORC 2923.24)

~~672.13 CONCEALED HANDGUN LICENSES: POSSESSION OF A REVOKED OR SUSPENDED LICENSE; ADDITIONAL RESTRICTIONS; POSTING OF SIGNS PROHIBITING POSSESSION.~~

~~_____ (a) Possession of a Revoked or Suspended Concealed Handgun License.~~

~~_____ (1) No person, except in the performance of official duties, shall possess a concealed handgun license that was issued and that has been revoked or suspended.~~

~~_____ (2) Whoever violates this subsection (a) is guilty of possessing a revoked or suspended concealed handgun license, a misdemeanor of the third degree.~~

~~(ORC 2923.1211(B), (C))~~

~~_____ (b) Additional Restrictions. Pursuant to Ohio R.C. 2923.126:~~

~~_____ (1) A. A concealed handgun license that is issued under Ohio R.C. 2923.125 shall expire five years after the date of issuance. A licensee who has been issued a license under that section shall be granted a grace period of thirty days after the licensee's license expires during which the licensee's license remains valid. Except as provided in divisions (b)(2) and (b)(3) of this section, a licensee who has been issued a concealed handgun license under Ohio R.C. 2923.125 or 2923.1213 may carry a concealed handgun anywhere in this state if the licensee also carries a valid license and valid identification when the licensee is in actual possession of a concealed handgun. The licensee shall give notice of any change in the licensee's residence address to the Sheriff who issued the license within forty five days after that change.~~

~~_____ B. If a licensee is the driver or an occupant of a motor vehicle that is stopped as the result of a traffic stop or a stop for another law enforcement purpose and if the licensee is transporting or has a loaded handgun in the motor vehicle at that time, the licensee shall promptly inform any law enforcement officer who approaches the vehicle while stopped that the licensee has been issued a concealed handgun license and that the licensee currently possesses or has a loaded handgun; the licensee shall not knowingly disregard or fail to comply with lawful orders of a law enforcement officer given while the motor vehicle is stopped, knowingly fail to remain in the motor vehicle while stopped, or knowingly fail to keep the licensee's hands in plain sight after any law enforcement officer begins approaching the licensee while stopped and before the officer leaves, unless directed otherwise by a law enforcement officer; and the licensee shall not knowingly have contact with the loaded handgun by touching it with the licensee's hands or fingers, in any manner in violation of Ohio R.C. 2923.16(E), after any law enforcement officer begins approaching the licensee while stopped and before the officer leaves. Additionally, if a licensee is the driver or an occupant of a commercial motor vehicle that is stopped by an employee of the motor carrier enforcement unit for the purposes defined in Ohio R.C. 5503.34 and if the licensee is transporting or has a loaded handgun in the commercial motor vehicle at that time, the licensee shall promptly inform the employee of the unit who approaches the vehicle while stopped that the licensee has been issued a concealed handgun license and that the licensee currently possesses or has a loaded handgun.~~

~~_____ C. If a licensee is stopped for a law enforcement purpose and if the licensee is carrying a concealed handgun at the time the officer approaches, the licensee shall promptly inform any law enforcement officer who approaches the licensee while stopped that the licensee has been issued a concealed handgun license and that the licensee currently is carrying a concealed handgun; the licensee shall not knowingly disregard or fail to comply with lawful orders of a law enforcement officer given while the licensee is stopped or knowingly fail to keep the licensee's hands in plain sight after any law enforcement officer begins approaching the licensee while stopped and before the officer leaves, unless directed otherwise by a law enforcement officer; and the licensee shall not knowingly remove, attempt to remove, grasp, or hold the loaded handgun or knowingly have contact with the loaded handgun by touching it with the licensee's hands or fingers, in any manner in violation~~

Ordinance No. 19-91
Exhibit A

of Ohio R.C. 2923.12(B), after any law enforcement officer begins approaching the licensee while stopped and before the officer leaves.

~~_____ (2) A valid concealed handgun license does not authorize the licensee to carry a concealed handgun in any manner prohibited under Ohio R.C. 2923.12(B) or in any manner prohibited under Ohio R.C. 2923.16. A valid license does not authorize the licensee to carry a concealed handgun into any of the following places:~~

~~_____ A. A police station, sheriff's office, or state highway patrol station, premises controlled by the bureau of criminal identification and investigation; a state correctional institution, jail, workhouse, or other detention facility; any area of an airport passenger terminal that is beyond a passenger or property screening checkpoint or to which access is restricted through security measures by the airport authority or a public agency; or an institution that is maintained, operated, managed, and governed pursuant to R.C. § 5119.14(A) or R.C. § 5123.03(A)(1);~~

~~_____ B. A school safety zone if the licensee's carrying the concealed handgun is in violation of Ohio R.C. 2923.122;~~

~~_____ C. A courthouse or another building or structure in which a courtroom is located, in violation of Ohio R.C. 2923.123;~~

~~_____ D. Any premises or open air arena for which a D permit has been issued under Ohio R.C. Chapter 4303 if the licensee's carrying the concealed handgun is in violation of Ohio R.C. 2923.121;~~

~~_____ E. Any premises owned or leased by any public or private college, university, or other institution of higher education, unless the handgun is in a locked motor vehicle or the licensee is in the immediate process of placing the handgun in a locked motor vehicle or unless the licensee is carrying the concealed handgun pursuant to a written policy, rule, or other authorization that is adopted by the institution's board of trustees or other governing body and that authorizes specific individuals or classes of individuals to carry a concealed handgun on the premises;~~

~~_____ F. Any church, synagogue, mosque, or other place of worship, unless the church, synagogue, mosque, or other place of worship posts or permits otherwise;~~

~~_____ G. Any building that is a government facility of this state or a political subdivision of this state and that is not a building that is used primarily as a shelter, restroom, parking facility for motor vehicles, or rest facility and is not a courthouse or other building or structure in which a courtroom is located that is subject to division (b)(2)C. of this section, unless the governing body with authority over the building has enacted a statute, ordinance, or policy that permits a licensee to carry a concealed handgun into the building;~~

~~_____ H. A place in which federal law prohibits the carrying of handguns.~~

~~_____ (3) A. Nothing in this subsection (b) shall negate or restrict a rule, policy, or practice of a private employer that is not a private college, university, or other institution of higher education concerning or prohibiting the presence of firearms on the private employer's premises or property, including motor vehicles owned by the private employer. Nothing in this subsection (b) shall require a private employer of that nature to adopt a rule, policy, or practice concerning or prohibiting the presence of firearms on the private employer's premises or property, including motor vehicles owned by the private employer.~~

~~_____ B. 1. A private employer shall be immune from liability in a civil action for any injury, death, or loss to person or property that allegedly was caused by or related to a licensee bringing a handgun onto the premises or property of the private employer, including motor vehicles owned by the private employer, unless the private employer acted with malicious purpose. A private employer is immune from liability in a civil action for any injury, death, or loss to person or property that allegedly was caused by or related to the private employer's decision to permit a licensee to bring, or prohibit a licensee from bringing, a handgun onto the premises or property of the private employer.~~

~~_____ 2. A political subdivision shall be immune from liability in a civil action, to the extent and in the manner provided in Ohio R.C. Chapter 2744, for any injury, death, or loss to person or property that allegedly was caused by or related to a licensee bringing a handgun onto any~~

premises or property owned, leased, or otherwise under the control of the political subdivision. As used in this subsection, "political subdivision" has the same meaning as in Ohio R.C. 2744.01.

~~3. An institution of higher education shall be immune from liability in a civil action for any injury, death, or loss to person or property that allegedly was caused by or related to a licensee bringing a handgun onto the premises of the institution, including motor vehicles owned by the institution, unless the institution acted with malicious purpose. An institution of higher education is immune from liability in a civil action for any injury, death, or loss to person or property that allegedly was caused by or related to the institution's decision to permit a licensee or class of licensees to bring a handgun onto the premises of the institution.~~

~~C. 1. a. Except as provided in division (b)(3)C.2. of this section, the owner or person in control of private land or premises, and a private person or entity leasing land or premises owned by the state, the United States, or a political subdivision of the state or the United States, may post a sign in a conspicuous location on that land or on those premises prohibiting persons from carrying firearms or concealed firearms on or onto that land or those premises. Except as otherwise provided in this division, a person who knowingly violates a posted prohibition of that nature is guilty of criminal trespass in violation of Ohio R.C. 2911.21(A)(4) and is guilty of a misdemeanor of the fourth degree. If a person knowingly violates a posted prohibition of that nature and the posted land or premises primarily was a parking lot or other parking facility, the person is not guilty of criminal trespass under R.C. § 2911.21 or under any other criminal law of this state or criminal law, ordinance, or resolution of a political subdivision of this state, and instead is subject only to a civil cause of action for trespass based on the violation.~~

~~b. If a person knowingly violates a posted prohibition of the nature described in this division and the posted land or premises is a child day-care center, type A family day-care home, or type B family day-care home, unless the person is a licensee who resides in a type A family day-care home or type B family day-care home, the person is guilty of aggravated trespass in violation of R.C. § 2911.211. Except as otherwise provided in this division, the offender is guilty of a misdemeanor of the first degree. If the person previously has been convicted of a violation of this division or any substantially equivalent state law or municipal ordinance, or of any offense of violence, if the weapon involved is a firearm that is either loaded or for which the offender has ammunition ready at hand, or if the weapon involved is dangerous ordnance, the offender is guilty of a felony to be prosecuted under appropriate state law.~~

~~2. A landlord may not prohibit or restrict a tenant who is a licensee and who on or after September 9, 2008 enters into a rental agreement with the landlord for the use of residential premises, and the tenant's guest while the tenant is present, from lawfully carrying or possessing a handgun on those residential premises.~~

~~3. As used in division (b)(3)C. of this section:~~

~~a. "Residential premises" has the same meaning as in Ohio R.C. 5321.01, except "residential premises" does not include a dwelling unit that is owned or operated by a college or university.~~

~~b. "Landlord", "tenant", and "rental agreement" have the same meanings as in Ohio R.C. 5321.01.~~

~~(4) A person who holds a valid concealed handgun license issued by another State that is recognized by the Attorney General pursuant to a reciprocity agreement entered into pursuant to Ohio R.C. 109.69 or a person who holds a valid concealed handgun license under the circumstances described in R.C. § 109.69(B) has the same right to carry a concealed handgun in this State as a person who was issued a concealed handgun license under Ohio R.C. 2923.125 and is subject to the same restrictions that apply to a person who carries a license issued under that section.~~

~~(5) A. A peace officer has the same right to carry a concealed handgun in this State as a person who was issued a concealed handgun license under Ohio R.C. 2923.125. For purposes of reciprocity with other States, a peace officer shall be considered to be a licensee in this State.~~

~~B. An active duty member of the armed forces of the United States who is carrying a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in R.C. § 2923.125(G)(1) has the~~

Ordinance No. 19-91
Exhibit A

same right to carry a concealed handgun in this state as a person who was issued a concealed handgun license under R.C. § 2923.125 and is subject to the same restrictions as specified in this division (b).

~~_____ (6) A. A qualified retired peace officer who possesses a retired peace officer identification card issued pursuant to subsection (b)(6)B. of this section and a valid firearms requalification certification issued pursuant to division (b)(6)C. of this section has the same right to carry a concealed handgun in this State as a person who was issued a concealed handgun license under Ohio R.C. 2923.125 and is subject to the same restrictions that apply to a person who carries a license issued under that section. For purposes of reciprocity with other States, a qualified retired peace officer who possesses a retired peace officer identification card issued pursuant to division (b)(6)B. of this section and a valid firearms requalification certification issued pursuant to division (b)(6)C. of this section shall be considered to be a licensee in this State.~~

~~_____ B. 1. Each public agency of this State or of a political subdivision of this State that is served by one or more peace officers shall issue a retired peace officer identification card to any person who retired from service as a peace officer with that agency, if the issuance is in accordance with the agency's policies and procedures and if the person, with respect to the person's service with that agency, satisfies all of the following:~~

~~_____ a. The person retired in good standing from service as a peace officer with the public agency, and the retirement was not for reasons of mental instability.~~

~~_____ b. Before retiring from service as a peace officer with that agency, the person was authorized to engage in or supervise the prevention, detection, investigation, or prosecution of, or the incarceration of any person for, any violation of law and the person had statutory powers of arrest.~~

~~_____ c. At the time of the person's retirement as a peace officer with that agency, the person was trained and qualified to carry firearms in the performance of the peace officer's duties.~~

~~_____ d. Before retiring from service as a peace officer with that agency, the person was regularly employed as a peace officer for an aggregate of 15 years or more, or, in the alternative, the person retired from service as a peace officer with that agency, after completing any applicable probationary period of that service, due to a service-connected disability, as determined by the agency.~~

~~_____ 2. A retired peace officer identification card issued to a person under division (b)(6)B.1. of this section shall identify the person by name, contain a photograph of the person, identify the public agency of this state or of the political subdivision of this State from which the person retired as a peace officer and that is issuing the identification card, and specify that the person retired in good standing from service as a peace officer with the issuing public agency and satisfies the criteria set forth in subsections (b)(6)B.1.a. to (b)(6)B.1.d. of this section. In addition to the required content specified in this division, a retired peace officer identification card issued to a person under subsection (b)(6)B.1. of this section may include the firearms requalification certification described in subsection (b)(6)C. of this section, and if the identification card includes that certification, the identification card shall serve as the firearms requalification certification for the retired peace officer. If the issuing public agency issues credentials to active law enforcement officers who serve the agency, the agency may comply with subsection (b)(6)B.1. of this section by issuing the same credentials to persons who retired from service as a peace officer with the agency and who satisfy the criteria set forth in subsections (b)(6)B.1.a. to (b)(6)B.1.d. of this section, provided that the credentials so issued to retired peace officers are stamped with the word "RETIRED".~~

~~_____ 3. A public agency of this state or of a political subdivision of this State may charge persons who retired from service as a peace officer with the agency a reasonable fee for issuing to the person a retired peace officer identification card pursuant to subsection (b)(6)B.1. of this section.~~

~~_____ C. 1. If a person retired from service as a peace officer with a public agency of this state or of a political subdivision of this state and the person satisfies the criteria set forth in subsections (b)(6)B.1.a. to (b)(6)B.1.d. of this section, the public agency may provide the retired peace officer with the opportunity to attend a firearms requalification program that is approved for purposes~~

of firearms requalification required under Ohio R.C. 109.801. The retired peace officer may be required to pay the cost of the course.

2. If a retired peace officer who satisfies the criteria set forth in subsections (b)(6)B.1.a. to (b)(6)B.1.d. of this section attends a firearms requalification program that is approved for purposes of firearms requalification required under Ohio R.C. 109.801, the retired peace officer's successful completion of the firearms requalification program requalifies the retired peace officer for purposes of subsection (b)(6) of this section for five years from the date on which the program was successfully completed, and the requalification is valid during that five-year period. If a retired peace officer who satisfies the criteria set forth in subsections (b)(6)B.1.a. to (b)(6)B.1.d. of this section satisfactorily completes such a firearms requalification program, the retired peace officer shall be issued a firearms requalification certification that identifies the retired peace officer by name, identifies the entity that taught the program, specifies that the retired peace officer successfully completed the program, specifies the date on which the course was successfully completed, and specifies that the requalification is valid for five years from that date of successful completion. The firearms requalification certification for a retired peace officer may be included in the retired peace officer identification card issued to the retired peace officer under subsection (b)(6)B. of this section.

3. A retired peace officer who attends a firearms requalification program that is approved for purposes of firearms requalification required under Ohio R.C. 109.801 may be required to pay the cost of the program.

(7) As used in division (b)(6) of this section:

A. "Governing body" has the same meaning as in R.C. § 154.01.

B. "Government facility of this State or a political subdivision of this State" means any of the following:

1. A building or part of a building that is owned or leased by the government of this State or a political subdivision of this State and where employees of the government of this State or the political subdivision regularly are present for the purpose of performing their official duties as employees of the State or political subdivision;

2. The office of a deputy registrar serving pursuant to Ohio R.C. Chapter 4503 that is used to perform deputy registrar functions.

C. "Qualified retired peace officer" means a person who satisfies all of the following:

1. The person satisfies the criteria set forth in divisions (b)(6)B.1.a. to (b)(6)B.1.d. of this section.

2. The person is not under the influence of alcohol or another intoxicating or hallucinatory drug or substance.

3. The person is not prohibited by Federal law from receiving firearms.

D. "Retired peace officer identification card" means an identification card that is issued pursuant to division (b)(6)B. of this section to a person who is a retired peace officer.

(ORC 2923.126)

(c) Posting of Signs Prohibiting Possession. Pursuant to Ohio R.C. 2923.1212:

(1) The following persons, boards, and entities, or designees, shall post in the following locations a sign that contains a statement in substantially the following form: "Unless otherwise authorized by law, pursuant to the Ohio Revised Code, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto these premises."

A. The Director of Public Safety or the person or board charged with the erection, maintenance, or repair of police stations, municipal jails, and the municipal courthouse and courtrooms in a conspicuous location at all police stations, municipal jails, and municipal courthouses and courtrooms;

~~_____ B. _____ The Sheriff or Sheriff's designee who has charge of the Sheriff's office in a conspicuous location in that office;~~

~~_____ C. _____ The Superintendent of the State Highway Patrol or the Superintendent's designee in a conspicuous location at all State Highway Patrol stations;~~

~~_____ D. _____ Each sheriff, chief of police, or person in charge of every county, multi-county, municipal, municipal-county, or multi-county/municipal jail or workhouse, community-based correctional facility, halfway house, alternative residential facility, or other local or State correctional institution or detention facility within the State, or that person's designee, in a conspicuous location at that facility under that person's charge;~~

~~_____ E. _____ The board of trustees of a regional airport authority, chief administrative officer of an airport facility, or other person in charge of an airport facility in a conspicuous location at each airport facility under that person's control;~~

~~_____ F. _____ The officer or officer's designee who has charge of a courthouse or the building or structure in which a courtroom is located in a conspicuous location in that building or structure;~~

~~_____ G. _____ The Superintendent of the Bureau of Criminal Identification and Investigation or the Superintendent's designee in a conspicuous location in all premises controlled by that Bureau;~~

~~_____ H. _____ The owner, administrator, or operator of a child day-care center, a type A family day-care home, or a type B family day-care home;~~

~~_____ I. _____ The officer of this State or of a political subdivision of this State, or the officer's designee, who has charge of a building that is a government facility of this State or the political subdivision of this State, as defined in Ohio R.C. 2923.126, and that is not a building that is used primarily as a shelter, restroom, parking facility for motor vehicles, or rest facility and is not a courthouse or other building or structure in which a courtroom is located that is subject to Ohio R.C. 2923.126(B)(3).~~

~~_____ (2) _____ The following boards, bodies, and persons, or designees, shall post in the following locations a sign that contains a statement in substantially the following form: "Unless otherwise authorized by law, pursuant to Ohio R.C. 2923.122, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance into a school safety zone."~~

~~_____ A. _____ A board of education of a city, local, exempted village, or joint vocational school district or that board's designee in a conspicuous location in each building and on each parcel of real property owned or controlled by the board;~~

~~_____ B. _____ A governing body of a school for which the State Board of Education prescribes minimum standards under Ohio R.C. 3301.07 or that body's designee in a conspicuous location in each building and on each parcel of real property owned or controlled by the school;~~

~~_____ C. _____ The principal or chief administrative officer of a nonpublic school in a conspicuous location on property owned or controlled by that nonpublic school.~~

~~(ORC 2923.1212)~~

672.14 DEFACED FIREARMS.

(a) No person shall do either of the following:

(1) Change, alter, remove, or obliterate the name of the manufacturer, model, manufacturer's serial number, or other mark of identification on a firearm.

~~(2) Possess a firearm knowing or having reasonable cause to believe that the name of the manufacturer, model, manufacturer's serial number, or other mark of identification on the firearm has been changed, altered, removed, or obliterated.~~

(b) (1) Whoever violates division (a)(1) of this section is guilty of defacing identification marks of a firearm. Except as otherwise provided in this division, defacing identification marks of a firearm is a misdemeanor of the first degree. If the offender previously has been convicted of or pleaded

guilty to a violation of division (a)(1) of this section, defacing identification marks of a firearm is a felony to be prosecuted under appropriate State law.

~~(2) — Whoever violates division (a)(2) of this section is guilty of possessing a defaced firearm. Except as otherwise provided in this division, possessing a defaced firearm is a misdemeanor of the first degree. If the offender previously has been convicted of or pleaded guilty to a violation of division (a)(2) of this section, possessing a defaced firearm is a felony to be prosecuted under appropriate State law.~~

(c) Division (a) of this section does not apply to any firearm on which no manufacturer's serial number was inscribed at the time of its manufacture.

(ORC 2923.201)

672.15 POSSESSION OF AN OBJECT INDISTINGUISHABLE FROM A FIREARM IN A SCHOOL SAFETY ZONE.

(a) No person shall knowingly possess an object in a school safety zone if both of the following apply:

(1) The object is indistinguishable from a firearm, ~~whether or not the object is capable of being fired~~ **even though the object is not a firearm as defined in ORC 2923.11.**

(2) The person indicates that the person possesses the object and that it is a firearm, or the person knowingly displays or brandishes the object and indicates that it is a firearm.

(b) (1) ~~This~~ Section **(a)** does not apply to any of the following:

~~A. — An officer, agent, or employee of this or any other State or the United States who is authorized to carry deadly weapons or dangerous ordnance and is acting within the scope of the officer's, agent's, or employee's duties, a law enforcement officer who is authorized to carry deadly weapons or dangerous ordnance, a security officer employed by a board of education or governing body of a school during the time that the security officer is on duty pursuant to that contract of employment, or any other person who has written authorization from the board of education or governing body of a school to convey deadly weapons or dangerous ordnance into a school safety zone or to possess a deadly weapon or dangerous ordnance in a school safety zone and who conveys or possesses the deadly weapon or dangerous ordnance in accordance with that authorization;~~

~~————— B. — Any person who is employed in this State, who is authorized to carry deadly weapons or dangerous ordnance, and who is subject to and in compliance with the requirements of Ohio R.C. 109.801, unless the appointing authority of the person has expressly specified that the exemption provided in this division (b)(1)B. does not apply to the person.~~

~~(2)~~ This section does not apply to premises upon which home schooling is conducted. This section also does not apply to a school administrator, teacher or employee who possesses an object that is indistinguishable from a firearm for legitimate school purposes during the course of employment, a student who uses an object that is indistinguishable from a firearm under the direction of a school administrator, teacher or employee, or any other person who, with the express prior approval of a school administrator, possesses an object that is indistinguishable from a firearm for a legitimate purpose, including the use of the object in a ceremonial activity, a play, re-enactment or other dramatic presentation, school safety training, or a ROTC activity or another similar use of the object.

~~(3) — This section does not apply to a person who conveys or attempts to convey a handgun into, or possesses a handgun in, a school safety zone if, at the time of that conveyance, attempted conveyance, or possession of the handgun, all of the following apply:~~

~~————— A. — The person does not enter into a school building or onto school premises and is not at a school activity.~~

~~————— B. — The person is carrying a valid concealed handgun license or the person is an active duty member of the armed forces of the United States and is carrying a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in R.C. § 2923.125(G)(1).~~

~~_____ C. The person is in the school safety zone in accordance with 18 U.S.C. 922(q)(2)(B).~~

~~_____ D. The person is not knowingly in a place described in Ohio R.C. 2923.126(B)(1) or (B)(3) to (B)(8).~~

~~_____ (4) This section does not apply to a person who conveys or attempts to convey a handgun into, or possesses a handgun in, a school safety zone if at the time of that conveyance, attempted conveyance, or possession of the handgun all of the following apply:~~

~~_____ A. The person is carrying a valid concealed handgun license or the person is an active duty member of the armed forces of the United States and is carrying a valid military identification card and documentation of successful completion of firearms training that meets or exceeds the training requirements described in R.C. § 2923.125(G)(1).~~

~~_____ B. The person leaves the handgun in a motor vehicle.~~

~~_____ C. The handgun does not leave the motor vehicle.~~

~~_____ D. If the person exits the motor vehicle, the person locks the motor vehicle.~~

(c) Whoever violates this section is guilty of illegal possession of an object indistinguishable from a firearm in a school safety zone. Except as otherwise provided in this division, illegal possession of an object indistinguishable from a firearm in a school safety zone is a misdemeanor of the first degree. If the offender previously has been convicted of a violation of this section, illegal possession of an object indistinguishable from a firearm in a school safety zone is a felony to be prosecuted under appropriate State law.

(d) (1) In addition to any other penalty imposed upon a person who is convicted of or pleads guilty to a violation of this section, and subject to division (d)(2) of this section, if the offender has not attained 19 years of age, regardless of whether the offender is attending or is enrolled in a school operated by a board of education or for which the State Board of Education prescribes minimum standards under Ohio R.C. 3301.07, the court shall impose upon the offender a class four suspension of the offender's probationary driver's license, restricted license, driver's license, commercial driver's license, temporary instruction permit, or probationary commercial driver's license that then is in effect from the range specified in Ohio R.C. 4510.02(A)(4) and shall deny the offender the issuance of any permit or license of that type during the period of the suspension. If the offender is not a resident of this State, the court shall impose a class four suspension of the nonresident operating privilege of the offender from the range specified in Ohio R.C. 4510.02(A)(4).

(2) If the offender shows good cause why the court should not suspend one of the types of licenses, permits or privileges specified in division (d)(1) of this section or deny the issuance of one of the temporary instruction permits specified in division (d)(1) of this section, the court in its discretion may choose not to impose the suspension, revocation or denial required in division (d)(1) of this section, but the court, in its discretion, instead may require the offender to perform community service for a number of hours determined by the court.

(e) As used in this section, "object that is indistinguishable from a firearm" means an object made, constructed or altered so that, to a reasonable person without specialized training in firearms, the object appears to be a firearm.

(ORC 2923.122(C) - (G))

Statutory reference:

Conveyance or possession of deadly weapons or dangerous ordnance in a school safety zone, felony offense, see Ohio R.C. 2923.122(A), (B)

ORDINANCE NO. 19-92

INTRODUCED BY: Mayor Stefanik

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH NEXTERA ENERGY SERVICES TO PROVIDE NATURAL GAS TO CERTAIN MUNICIPAL ACCOUNTS, AND DECLARING AN EMERGENCY

WHEREAS: Natural gas customers, including the City of North Royalton, may procure natural gas directly from a supplier, thereby potentially reducing its costs; and

WHEREAS: While most of the city’s natural gas accounts are currently under NOPEC government aggregate account discount program, several of the city’s accounts are large commercial accounts and as such do not qualify for the NOPEC government aggregate discount program; and

WHEREAS: Nextera Energy Services offers to provide natural gas to these municipal accounts; and

WHEREAS: Council desires to authorize the Mayor to enter into an agreement with Nextera Energy Services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Mayor is hereby authorized to enter into an agreement with Nextera Energy Services to provide natural gas to certain municipal accounts, pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 2. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

Section 3. 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.

Section 4. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to authorize the Mayor to enter into an agreement with Nextera Energy Services to provide natural gas to certain municipal accounts.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____

DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



**NATURAL GAS SALES
AGREEMENT
BASE CONTRACT**

OHIO
Preferred NOPEC Municipal Pricing Program
(Non-Aggregation)
COH (Ccf)

This Natural Gas Sales Agreement ("Agreement") is between NextEra Energy Services Ohio, LLC ("Supplier") and CITY OF NORTH ROYALTON ("Customer") (each a "Party" hereunder). Supplier shall provide Customer with Service under all of the terms and conditions stated in this Agreement, including this Base Contract, Addendum A, and Addendum B (the Terms of Service), attached hereto and made a part hereof, for Customer's natural gas utility ("Utility") accounts ("Accounts") identified in Addendum A. This Agreement is binding only if signed by both Parties.

	Supplier Contact Information	Customer Contact Information
INTERNET:	www.nexteraenergyservices.com	Robert Stefanik
EMAIL:	OHServices@nexteraenergyservices.com	Mayorstefanik@northroyalton.org
MAILING ADDRESS:	NextEra Energy Services Ohio, LLC 20455 State Highway 249 Suite 200 ATTN: Contract Administration Houston, TX 77070	14600 State Rd. North North Royalton, OH 44133
TELEPHONE:	855.667.3201	
FAX:	800.627.8813	
HOURS:	24 hours a day, 7 days a week	

CUSTOMER'S UTILITY: COH CUSTOMER'S FEDERAL TAX ID NUMBER:

PRODUCT DESCRIPTION: Supplier will supply all of Customer's retail natural gas needs ("Service"), and Columbia Gas of Ohio, Customer's natural gas utility ("Utility"), will deliver the gas that Customer buys under this Agreement to Customer's facility address.

CONTRACT PRICE: \$0.315 Per Ccf. The Price does not include taxes or Utility charges. "Unit" means Ccf. The Price excludes any Utility Charges, Pass-Through Charges, and Taxes as described in the Terms of Service.

ESTIMATED START MONTH/YEAR; TERM: Service for each Account will begin on the date on which the Utility enrolls the Account with our service, which is estimated to occur during the December 2019 billing period, and will last for 24 months ("Initial Term").

HOLDOVER PRICE: Holdover Price means the price set forth at <https://www.nexteraenergyservices.com/aggregations/communities-we-serve/ohio/holdover> for the utility in which Service is provided. The Holdover Price shall apply for Service provided by Supplier after the Initial Term if Supplier and Customer do not enter into a new or renewal agreement and Supplier continues to provide Service.

TAX EXEMPTION: A completed tax exemption certificate must accompany this Agreement. If no certificate is attached, Customer will remain subject to taxes until a valid certificate is received and processed.

AUTHORITY: Customer represent to Supplier: (i) the person signing this Agreement on your behalf is legally authorized to do so; (ii) the Agreement, when signed by both parties, will be valid and legally binding upon Customer and enforceable in accordance with its respective terms; (iii) Customer has full power and authority over the provision of natural gas supply to each of the Facility Service Addresses to which the account(s) pertain; and (iv) the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary corporate or other actions, which actions shall include, if Customer is a Ohio county, township, municipal corporation or other Ohio governmental entity, all actions required under Ohio state or local laws and/or regulations.

By signing this Agreement, Customer hereby agrees, as of the Effective Date, that it has read and understands the Terms of Service of this Agreement.

Customer	Supplier
Authorized Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**ADDENDUM A TO
NATURAL GAS SALES AGREEMENT**

ACCOUNTS INCLUDED IN AGREEMENT

Customer Name: CITY OF NORTH ROYALTON
Natural Gas Distribution Utility: Columbia Gas of Ohio

Utility Account No.	Facility Service Address City, State and Zip	Billing Address City, State and Zip	New Account or Renewal?
125096070014	11545 ROYALTON RD NORTH ROYALTON OH 44133	14600 STATE ROAD NORTH ROYALTON OH 44133	New
125092500011	7000 ROYALTON RD NORTH ROYALTON OH 44133	14600 STATE RD NORTH ROYALTON OH 44133	New
125092500020	10100 YORK RD NORTH ROYALTON OH 44133	14600 STATE RD NORTH ROYALTON OH 44133	New
131558930015	14000 BENNETT RD NORTH ROYALTON OH 44133	11675 ROYALTON NORTH ROYALTON OH 44133	New
147341760012	16931 SANDY SPRINGS DR NORTH ROYALTON OH 44133	11675 ROYALTON NORTH ROYALTON OH 44133	New
165300540012	10861 SILVER TREE TRL NORTH ROYALTON OH 44133	11675 ROYALTON NORTH ROYALTON OH 44133	New
131558930033	11800 FRIAR POST DR NORTH ROYALTON OH 44133	11675 ROYALTON NORTH ROYALTON OH 44133	New
146708890018	11757 BECKENHAM RD NORTH ROYALTON OH 44133	11675 ROYALTON RD NORTH ROYALTON OH 44133	New
166999230017	13785 RUSTIC DR NORTH ROYALTON OH 44133	13834 Ridge Road NORTH ROYALTON OH 44133	New
131558930042	4580 BROOKHAVEN DR NORTH ROYALTON OH 44133	11675 ROYALTON NORTH ROYALTON OH 44133	New
131558930024	20901 FAWNHAVEN DR A NORTH ROYALTON OH 44133	11675 ROYALTON NORTH ROYALTON OH 44133	New
125176560011	6170 ROYALTON RD NORTH ROYALTON OH 44133	11675 ROYALTON NORTH ROYALTON OH 44133	New
125096060016	11675 ROYALTON RD NORTH ROYALTON OH 44133	14600 STATE ROAD NORTH ROYALTON OH 44133	New
129466400015	11230 VILLA GRANDE DR NORTH ROYALTON OH 44133	13834 RIDGE RD CLEVELAND OH 44133	New
125096070014	11545 ROYALTON RD NORTH ROYALTON OH 44133	14600 STATE ROAD NORTH ROYALTON OH 44133	New

Customer Initials: _____

Date: _____

NextEra Energy Services Ohio, LLC Initials: _____

Date: _____

NextEra Energy Services Ohio, LLC
Addendum B to Natural Gas Sales Agreement Terms of Service
Preferred NOPEC Municipal Pricing Program (Non-Aggregation) - COH

Term. This Agreement shall be effective upon the date it has been executed by both parties ("Effective Date"). Notwithstanding the "Estimated Start Month," if Customer is switching to Supplier, service from Supplier shall commence upon the date the Utility switches each Account to Supplier and continue through expiration of the Initial Term, and if Customer is renewing, then service hereunder shall commence with the first billing cycle following expiration of the term of the prior agreement. During the Term, Customer shall purchase and pay for, and Supplier shall supply, all of Customer's requirements for natural gas at the facilities served by the Accounts. If Customer is not a Mercantile Customer, Supplier will send written notice between forty-five and ninety calendar days before the contract expires explaining what will happen upon expiration of the Initial Term. If, upon expiration of the Initial Term, all or any accounts are not successfully switched away by the Utility to receive supply from another supplier or the Utility, this Agreement shall continue on a month-to-month basis until either party terminates this Agreement upon at least thirty (30) days' notice and the Utility switches such accounts away to receive supply from another supplier or the Utility. Supplier is permitted in its sole discretion to change the Holdover Price to a different price determined in its sole discretion without prior notice. Supplier's right to receive payment, the limitation of liability provision, and any other provisions of this Agreement, that by their sense and context, are intended to survive termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

Price. During the Initial Term, Customer shall pay the Price per Unit set forth in the Base Contract. For all supply provided under this Agreement, the Price does not include applicable Ohio taxes, and Customer will continue to be responsible for all charges assessed by the Utility, including any fees, surcharges or taxes associated with providing its supply, whether Utility or Supplier based. In the event that any costs or charges are created or modified due to a change in law, regulation, rule, ordinance, order or decree by a governmental authority, or in a Utility tariff, Supplier has the right to increase the Price by the amount of these costs or charges and Customer agrees to pay the increase. After the Initial Term expires, this Agreement shall continue on a month-to-month basis at the variable "Holdover Price," without Customer's affirmative consent even when there is a change in the price or other terms and conditions, until terminated as set forth above.

Special Termination. If, prior to the expiration of the Initial Term, Customer withdraws from membership in the Northeast Ohio Public Energy Council ("NOPEC") or from NOPEC's natural gas program, then this Agreement shall terminate as of the first Utility meter read date immediately following any such withdrawal or termination, and Customer shall pay Liquidated Damages to Supplier.

Rescission. The Utility will send written notice to Customer confirming Customer's decision to enroll with Supplier. If Customer is not a "Mercantile Customer," it has the right to rescind this Agreement without penalty within seven (7) business days of receiving the confirmation letter from the Utility

by calling the Utility at 1-800-344-4077. If Customer is not a Mercantile Customer and does not rescind or if Customer is a Mercantile Customer, Customer's acceptance of gas from Supplier constitutes Customer's further acceptance of these Terms and Conditions.

Switch of Service; No Switching Fee. Supplier will work with the Utility to switch Service to each Account to Supplier in accordance with the applicable Utility tariff. Because of Utility processing, Supplier cannot guarantee the date by which switching of any Account may be completed. The Utility may charge switching fees to the Customer.

Mercantile Customer. "Mercantile Customer" means a customer that consumes, other than for residential use, more than 5000 Ccf of natural gas per year at a single location within the state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside of this state. In accordance with Section 4929.01(L)(2) of the Ohio Revised Code, "Mercantile Customer" excludes a not-for-profit customer that consumes, other than for residential use, more than 5000 Ccf of natural gas per year at a single location within this state or consumes natural gas, other than for residential use, as part of an undertaking having more than three locations within or outside this state that has filed the necessary declaration with the Public Utilities Commission.

Adjustments. "Pass-Through Charges" means new or increased costs and charges with respect to the purchase, sale, acquisition, delivery, transmission and/or distribution of natural gas including, without limitation, those arising from MCU Events, or any event under the Legal Changes and Compliance section below, all of which shall be passed through to Customer by Supplier. Depending on the bill format, Pass-Through Charges may appear on Customer's bill as a line item or Price adjustment.

Taxes. "Taxes" means all federal, state, municipal or other governmental taxes, duties, fees, levies, premiums, assessments, surcharges, withholdings, or any other charges of any kind, if applicable, to Customer, any or all of which relate to the sale, purchase or delivery of natural gas, together with all interest, penalties or other additional amounts imposed thereon, but excluding taxes on net income. If Customer is exempt from any Taxes, it is responsible for timely requesting an exemption by filing with Supplier and or the Utility all required documentation as such was filed with the Ohio Department of Taxation. If Customer fails to do so, Customer will be billed as if it is not exempt.

Billing. Customer consents to billing through one of the following options, as permitted by law, at Supplier's discretion: (i) Customer will receive one invoice from the Utility that includes the Supplier Natural Gas Charge, the Utility Delivery Charges and applicable Taxes (the "Consolidated Billing Option"); or (ii) Customer will receive two invoices, one from Utility for the Supplier Natural Gas Charge and one from the Utility for the Utility delivery charges, each with applicable Taxes (the "Dual Billing Option"). Under the Consolidated Billing Option, Customer shall submit payment of the Supplier Natural

Gas Charge directly to the Utility pursuant to the applicable Utility tariff. Under the Dual Billing Option, Customer shall pay the Supplier Utility Charge directly to Supplier on or before sixteen (16) days after the billing date on Customer's invoice or the postmark date, whichever is later. If the Utility fails to timely obtain or transmit a meter reading, Supplier may issue or cause to be issued a bill to Customer based on its estimated energy usage and charges. In the event of a billing error, Supplier may issue a corrective invoice which Customer shall pay. Customer has the right to request from Supplier, without charge, up to twenty-four months of Customer's payment history for services rendered by Supplier. If Customer fails to pay any amount when due, it shall pay a late fee for all past due amounts equal to the lesser of 1.5% per month or the maximum charge allowed by law.

Credit Support. If at any time Supplier determines in its reasonable discretion that Customer cannot demonstrate satisfactory creditworthiness, there has been a material adverse change in Customer's creditworthiness, or Customer fails to timely pay amounts when due or is otherwise in default of its obligations under this Agreement, then Supplier may require Customer to provide Supplier with a cash deposit or other credit support in an amount and form reasonably acceptable to Supplier. Credit review will typically be performed using credit agency reports (e.g. Dun & Bradstreet, Standard & Poor's and/or Moody's), if available, and deposits will typically not exceed 2 months of expected Customer billings. If utilized, any deposit balance remaining will be returned to Customer.

Eligibility. Customers in the Percentage of Income Payment Plan, with certain arrearages or served by a competitive supplier are not eligible. By accepting these terms you represent that you are not currently enrolled with a competitive supplier. The Supplier reserves the right to void this Agreement, without liability, if your account does not meet these eligibility requirements.

Material Change in Usage ("MCU"). Customer shall provide Supplier at least thirty (30) days advance notice whenever Customer has reason to believe that, for reasons other than weather, Customer's estimated monthly aggregate usage will increase or decrease by more than 25% (each such material change being an "MCU Event"), and shall provide good faith estimates of such usage changes. For each MCU Event, regardless of whether notice is provided, Customer shall pay Supplier for any losses, or new or increased costs and charges, reasonably associated with such MCU Event and incurred by Supplier. Such losses, and/or costs and charges may be charged to Customer by Supplier as Pass-Through Charges.

Legal Changes and Compliance. "Change in Law" means a change in Applicable Law. "Applicable Law" means any law, regulation, rule, ordinance, order or decree by a governmental authority including, without limitation, Utility tariffs (including, without limitation, rate class), pipeline rules or protocols (including, without limitation, those affecting any fees, costs, or charges imposed by the pipeline), market rules, load profiles, and methods by which the Utility calculates usage. A "change" includes, without limitation, any amendment, modification, nullification, suspension, repeal, finding of unconstitutionality or unlawfulness or any change in construction, interpretation or outcome. Notwithstanding any provision in this Agreement to the contrary, if there is a Change in Law and such Change in Law results in Supplier incurring material new or increased

costs or charges in providing the Services contemplated herein, or if there are any material new or increased costs or charges incurred by Supplier to comply with Applicable Law, such new or increased costs or charges shall be paid by Customer as Pass-Through Charges.

Title. Title to and risk of loss of the natural gas shall pass to Customer at the point at which Supplier provides such gas to the Utility.

Force Majeure. Neither Party will be in breach or liable for any delay or failure in its performance under this Agreement (except with respect to any payment obligations under this Agreement) to the extent such performance is prevented or delayed due to a Force Majeure Event. For purposes of this Agreement, a "Force Majeure Event" shall mean any act or event that (i) renders it impossible or impractical for the affected Party to perform its obligations under the Agreement, and (ii) is beyond the reasonable control of the affected Party, including, but not limited to, storms or floods, lightning, earthquakes and other acts of God, wars, civil disturbances, revolts, terrorist activity, sabotage, theft, vandalism or other actions by third parties, fires, explosions, failures of suppliers, utility action or inaction and actions of a governmental authority. In no event shall Supplier's ability to sell natural gas at a higher price, or Customer's ability to purchase natural gas at a lower price, constitute a Force Majeure Event under this Agreement.

Limits on Liability; Disclaimer. EACH PARTY'S LIABILITY TO THE OTHER UNDER THIS AGREEMENT SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES AND DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR SERVICE. SUPPLIER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER WRITTEN OR ORAL, OR EXPRESSED OR IMPLIED.

Liquidated Damages. Liquidated Damages means, as to each terminated Account(s), an amount equal to the product of: (i) the excess, if any, of the Price over the market price that is commercially available to Supplier for the same natural gas usage which would have been supplied hereunder for the remainder of the Initial Term, all as reasonably determined by Supplier, and (ii) the estimated natural gas usage which would have been supplied hereunder for the remainder of the Initial Term. To determine the "market price that is commercially available to Supplier," as used above, Supplier may consider, among other things, settlement prices of applicable NYMEX futures contracts, quotations from leading dealers in energy swap contracts and other bona fide offers from parties participating in the wholesale and/or retail natural gas markets, which may include Supplier and/or its affiliates, all as commercially available to Supplier and all as adjusted for the length of the remaining Initial Term and otherwise as is commercially reasonable. Supplier will not be required to enter into any replacement transaction in order to determine such market price or actual damages.

Termination by Customer. Subject to the Special Termination provisions above, Customer may terminate this Agreement, in

whole or as relating to any Account(s), without liability for Liquidated Damages so long as Customer is not in default of any material obligation under this Agreement, but Customer shall be obligated to pay for the natural gas and related services provided to Customer pursuant to this Agreement prior to the date that such termination becomes effective, including applicable late payment fees.

Termination by Supplier. Supplier reserves the right to terminate this Agreement if Customer: (i) fails to make timely payment of all amounts due Supplier; or (ii) fails to post a security deposit under the provisions of the Credit Support section within ten (10) days of a written request for deposit; or (iii) breaches any warranty or representation to Supplier; or (iv) defaults on any material other obligation under this Agreement; or (v)(A) makes an assignment for the benefit of creditors, (B) files a petition or otherwise authorizes the commencement of a proceeding under the Bankruptcy Code or similar law for protection of creditors, or has such petition filed against it, (C) otherwise becomes bankrupt or insolvent, or (D) is unable to pay its debts as they fall due. In the event Service is terminated in accordance with this Section prior to expiration of the Initial Term, Customer shall pay Supplier the Liquidated Damages.

Assignment. Supplier may assign its rights and obligations under this Agreement to a third party. Customer may not assign its rights and obligations under this Agreement to a third party without the prior written consent of Supplier, which consent shall not be unreasonably withheld. Supplier may deny such assignment based on the creditworthiness of the assignee, as determined by Supplier in its reasonable discretion. Any attempted assignment in violation of this Agreement shall be null and void.

Confidentiality. Supplier will not release your account number(s), social security number, or any of your information without your express written consent except in accordance with Rules of Ohio Administrative Code. The Parties agree to keep all terms and provisions of this Agreement and the Service confidential and not to disclose its terms to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make any such disclosures to (i) a third party service provider who has a need to know such confidential information to provide services to the disclosing Party and is prohibited from disclosing to another party such Party's confidential information, (ii) governmental agencies, (iii) its own agents, attorneys, auditors, accountants and shareholders or members. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party, and (iv) comply with applicable Ohio open records laws. If disclosure is sought through process of a court, a state or federal regulatory agency or open records law, the Party from whom the disclosure is sought shall provide reasonable notice thereof to the other Party.

Collection Costs. To the fullest extent permitted under Ohio law, Customer agrees to pay Supplier its reasonable attorneys' fees, expenses, and any other collection costs related to Customer's past due amounts.

Customer Inquiries and Disputes. The Supplier's hours for customer service operations are 24 hours a day, every day. If you wish to speak with us concerning your bill or any issue you

dispute, please call toll-free 1-855-667-3201. You can also write to NextEra Energy Services Ohio, LLC, 20455 State Highway 249, Suite 200, Houston, TX 77070 or email at OHservices@nexteraenergyservices.com or fax toll-free to 1-800-627-8813. Please remember to include your account number. Visit us at our website at www.nexteraenergyservices.com. Supplier will investigate and attempt to resolve the matter within five (5) business days. If your complaint is not resolved after you have called NextEra Energy Services Ohio, LLC, or for general utility information, residential and business customers may call the Public Utilities Commission of Ohio (PUCO) toll-free at 1-800-686-7826 or for TDD/TTY toll-free at 1-800-686-1570, from 8:00 a.m. to 5:00 p.m. weekdays or visit www.PUCO.ohio.gov. Hearing or speech impaired customers may contact the PUCO via 7-1-1 (Ohio relay service).

Governing Law and Venue. This Agreement shall be governed by and construed, enforced and performed in accordance with the laws of the State of Ohio. The exclusive venue for any suit, claim, action or other proceedings, whether at law or in equity, relating to this Agreement, shall be in the state or federal courts of competent jurisdiction sitting in Cleveland, Ohio.

Misc. Entire Agreement. This Agreement embodies the entire Agreement and understanding between the Parties, and supersedes all prior agreements and understandings between the Parties, whether written or oral, with respect to the subject matter hereof.

Forward Contract. The Parties agree that this Agreement is a "forward contract" and that Supplier is a "forward contract merchant" for purposes of the United States Bankruptcy Code, as amended, and any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) thereof.

Authorization. You authorize the Utility to release to the Supplier all information relating to your historical and current gas usage, account number, address, phone number, historical usage information, billing and payment history. Supplier will not release your account number(s), social security number or any of your information without your express written consent except in accordance with Rules 4901:1-28-04 and 4901:1-29-09 of the Ohio Administrative Code.

Regulatory Changes. Upon thirty (30) days' advance written notice to you, the Supplier may amend this Agreement due to any material regulatory, tariff, or procedural change that adversely affects its ability to serve you under this Agreement.

**NextEra Energy Services Ohio, LLC
CRNG Certificate Number 11-200G**

ORDINANCE NO. 19-93

INTRODUCED BY: Mayor Stefanik
Co-Sponsor: Langshaw

AN ORDINANCE AMENDING ORDINANCE 18-16 WHICH AUTHORIZED THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF SIDEWALKS ON THE WEST SIDE OF STATE ROAD (SR-94) TO CONNECT MEMORIAL PARK NORTH TOWARDS ROYALTON ROAD (SR-82) IN THE CITY OF NORTH ROYALTON BY AMENDING ATTACHMENT 1 TO INCREASE THE ELIGIBLE GRANT AMOUNT FROM \$108,900 TO \$208,900, AUTHORIZE THE MAYOR TO ENTER INTO AN AMENDED AGREEMENT, AND DECLARING AN EMERGENCY

WHEREAS: The Northeast Ohio Areawide Coordinating Agency Board of Directors approved Resolution 2019-030 which approved a transfer of funding from Phase II of the City of North Royalton State Road Sidewalks to Phase 1 North Royalton State Road Sidewalks Transportation for Livable Communities Initiative (TLCI) Implementation project; and

WHEREAS: It is therefore necessary to amend Ordinance 18-16 to provide for this funding increase and to authorize the Mayor to enter into an amended agreement; and

WHEREAS: Council desires to provide for this amendment and authorization.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Ordinance 18-16 which authorized the Mayor to enter into an agreement with the Ohio Department of Transportation for the construction of sidewalks on the west side of State Road (SR-94) to connect Memorial Park north towards Royalton Road (SR-82) in the City of North Royalton is hereby amended by amending Attachment 1 to increase the eligible grant amount from \$108,900 to \$208,900.

Section 2. The Mayor is hereby authorized to enter into an amended agreement with ODOT pertaining to this increased funding, pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 3. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

Section 4. 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.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to amend Ordinance 18-16 to provide for this funding increase and to authorize the Mayor to enter into an amended agreement.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



NORTHEAST OHIO AREAWIDE COORDINATING AGENCY

MEMORANDUM

TO: NOACA Board of Directors

FROM: Grace Gallucci, Executive Director

DATE: June 7, 2019

RE: **Resolution 2019-030: Project Funding Requests – CUY North Royalton State Road Sidewalks Phase I TLCI Implementation**

ACTION REQUESTED

The Board of Directors is asked to approve Resolution 2019-030, which approves a transfer of funding from Phase II of the City of North Royalton State Road Sidewalks to Phase I North Royalton State Road Sidewalks Transportation for Livable Communities Initiative (TLCI) Implementation project.

The Finance and Audit Committee recommended this action.

BACKGROUND/JUSTIFICATION FOR CURRENT ACTION

The City of North Royalton State Road Sidewalks Phase I TLCI Implementation project (ODOT PID 106748) will connect the Town Center District (TCD) to Memorial Park, providing access for the residential subdivisions and homes with immediate access to the TCD. The project also benefits students and staff travelling to school facilities that are adjacent to the park. The NOACA Board of Directors awarded \$108,900 of TLCI Implementation funds to this project (Resolution 2017-026) in June 2017, with a local commitment of \$41,500, totaling \$150,400 committed to this phase of the project.

The City of North Royalton State Road Sidewalks Phase II (Memorial Park to Akins) TLCI Implementation project continues the sidewalk south along State Road to Akins Road, lessening the gap in sidewalk facilities to the Cleveland Metroparks Valley Parkway trail to about 1,700 feet. The NOACA Board of Directors awarded \$100,000 of TLCI Implementation funds to this project (Resolution 2019-019) in March 2019.

Three bids were received for Phase I of this project, the lowest of which was \$252,784, nearly 60% (\$102,384) over the original \$150,400 application estimate. An additional 10% for ODOT construction admin/engineering costs brings the total Phase I project cost to \$278,023. To mitigate delay or cancellation of Phase I, the City has requested to transfer the \$100,000 in NOACA committed TLCI funds from Phase II of the project to Phase I; totaling the NOACA commitment to Phase I to \$208,900, and adjusting the NOACA TLCI commitment to Phase II to \$0. The City of North Royalton would contribute the remainder (approximately \$69,000) to complete Phase I of the project. The City requests the funds for Phase II to be considered for the next TLCI application round.

FINANCIAL IMPACT

The request would increase the NOACA funding commitment to the City of North Royalton State Road Sidewalks Phase I (Town Center District to Memorial Park-PID 106748) by \$100,000 from \$108,900 to

\$208,900, and decrease the NOACA funding commitment to the City of North Royalton State Road Sidewalks Phase II (Memorial Park to Akins Rd.) by \$100,000 to \$0.

CONCLUSION/NEXT STEPS

Pending Board approval, the TIP will be amended to incorporate the funding changes for these projects.

GG/rl/3068b

**RESOLUTION NO. 2019-030
(Project Funding Requests –
CUY North Royalton State Road
Sidewalks Phase I TLCI Implementation)**

**RESOLUTION OF THE BOARD OF DIRECTORS
OF THE
NORTHEAST OHIO AREAWIDE COORDINATING AGENCY**

WHEREAS, the Northeast Ohio Areawide Coordinating Agency (NOACA) is the Metropolitan Planning Organization (MPO) for the counties of Cuyahoga, Geauga, Lake, Lorain and Medina, and the City of Cleveland; and the areawide water quality management agency for the same region; and

WHEREAS, the City of North Royalton State Road Sidewalks Phase I TLCI Implementation project (ODOT PID 106748) will connect the Town Center District (TCD) to Memorial Park, providing access for the residential subdivisions and homes with immediate access to the TCD; and

WHEREAS, the NOACA Board of Directors awarded \$108,900 of TLCI Implementation funds to the State Road Sidewalks Phase I project (Resolution 2017-026) in June 2017, with a local commitment of \$41,500, totaling \$150,400 committed to this phase of the project; and

WHEREAS, the City of North Royalton State Road Sidewalks Phase II (Memorial Park to Akins) TLCI Implementation project continues the sidewalk south along State Road to Akins Road, lessening the gap in sidewalk facilities to the Cleveland Metroparks Valley Parkway trail to about 1,700 feet; and

WHEREAS, the NOACA Board of Directors awarded \$100,000 of TLCI Implementation funds to the to the State Road Sidewalks Phase II project (Resolution 2019-019) in March 2019; and

WHEREAS, bids were received for State Road Sidewalks Phase I project, the lowest of which was \$252,784, nearly 60% (\$102,384) over the original \$150,400 application estimate. An additional 10% for ODOT construction admin/engineering costs brings the total Phase I project cost to \$278,023; and

WHEREAS, to mitigate delay or cancellation of Phase I, the City has requested to transfer the \$100,000 in NOACA committed TLCI funds from the State Road Sidewalks Phase II project to the State Road Sidewalks Phase I project; and

WHEREAS, the request would increase the NOACA funding commitment to State Road Sidewalks Phase I (Town Center District to Memorial Park-PID 106748) by \$100,000 from \$108,900 to \$208,900. The NOACA funding commitment to the State Road Sidewalks Phase II (Memorial Park to Akins Rd.) would reduce by \$100,000 to \$0; and

WHEREAS, the City of North Royalton would contribute the remainder (approximately \$69,000) to complete Phase I of the project; and

WHEREAS, the City also requests the funds for the State Road Sidewalks Phase II project to be considered for the next TLCI application round.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Northeast Ohio Areawide Coordinating Agency, consisting of 45 principal officials serving general purpose local governments throughout and within the counties of Cuyahoga, Geauga, Lake, Lorain, and Medina that:

Section 1. A transfer of \$100,000 of TLCI Implementation Program funding from Phase II of the City of North Royalton State Road Sidewalks project to the State Road Sidewalks Phase II project is approved.

**RESOLUTION NO. 2019-030
(Project Funding Requests –
CUY North Royalton State Road
Sidewalks Phase I TLCI Implementation)**

Section 2. Funds for the State Road Sidewalks Phase II project will be considered for the next NOACA TLCI application round.

Section 3. The Executive Director is authorized to transmit certified copies of this resolution to appropriate federal, state, and local agencies.

Certified to be a true copy of a Resolution of the Governing Board of the Northeast Ohio Areawide Coordinating Agency adopted this 14th day of June, 2019.

Secretary: John R. Hamerschlag

Date Signed: 6-14-2019

CFDA 20.205

**LPA Federal ODOT-LET PROJECT AGREEMENT # 31804 Amendment
PID 106748
CUY-NORTH ROYALTON TLCI**

Section 3.1 of Agreement No. 31804 is being amended as stated below:

- 3.0 FUNDING – **Section 3.0 Funding of Agreement No. 31804** is hereby revised, as detailed below, to add additional Federal NOACA (4TA7) funds totaling \$100,000.00 for eligible Construction and Construction Engineering/ Inspection activities.
- 3.1 The total cost for the PROJECT is estimated to be **\$278,060.00** and is modified from the original agreement cost that is set forth in Attachment 1.

ODOT shall provide to the LPA, **80** percent of the eligible costs up to a maximum of **\$208,900.00** in Federal NOACA (4TA7) funds for eligible costs associated with the actual construction and construction engineering/ inspection activities of the transportation project improvements. This maximum amount reflects the funding limit for the PROJECT as set by the applicable Program Manager.
- 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all 100 percent Locally-funded work, cost overruns and contractor claims.

By signing this revision, both parties agree that all provisions in the original agreement remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: North Royalton, Ohio

**STATE OF OHIO
OHIO DEPARTMENT OF TRANSPORTATION**

By: _____

By: _____

Title: _____

Jack Marchbanks
Director

Date: _____

Date: _____

ORDINANCE NO. 19-94

INTRODUCED BY: Hannan, Antoskiewicz, Nickell

AN ORDINANCE ACCEPTING THE BID OF PORTS PETROLEUM FOR THE PURCHASE OF FUEL FOR THE 2020 SEASON AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton is authorized to purchase fuel through its membership in the Joint Municipal Improvement Consortium (JMIC) which generally occurs at a lower rate than if purchased on the open market; and

WHEREAS: The JMIC follows competitive bidding requirements as set forth in the Ohio Revised Code; and

WHEREAS: The bids submitted to the JMIC were obtained in compliance with the competitive bidding requirements of the Ohio Revised Code and Charter of the City of North Royalton.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The bid of Ports Petroleum, obtained through the Joint Municipal Improvement Consortium, for fuel to be supplied for 2020 to the City of North Royalton for Unleaded 87 Octane (transport) and ULS #2 Diesel (transport), with the option of renewal for year 2021, as set forth in Exhibit A, and which is in accordance with the specifications on file in the Office of the Service Director, is hereby accepted as the lowest and best bid.

Section 2. The Mayor is hereby authorized and directed to enter into a contract on behalf of the City of North Royalton with Ports Petroleum which shall be in accordance with the bid and specifications as set forth in Section 1 hereof, said contract to be in such form as is approved by the Director of Law.

Section 3. The Service Director is hereby authorized and directed to forward a certified copy of this Ordinance to Ports Petroleum and all certified checks and bonds are hereby authorized to be returned to the unsuccessful bidders.

Section 4. This Ordinance shall supersede all previously adopted ordinances in direct conflict herewith.

Section 5. 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.

Section 6. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide for the purchase of fuel.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton

Mayor Robert A. Stefanik

Nick Cinquepalmi

Service Director

Service Department

440-582-3002

fax 440-582-3089

TO: Streets Committee – Cheryl Hannan, Chairman
Larry Antoskiewicz, Vice Chair
John Nickell

FROM: Nick Cinquepalmi, Service Director

DATE: October 31, 2019

RE: 2020 Fuel Bid Recommendation

Please find attached tally sheet from the Consortium Bid Opening for the 2020 Fuel Bid Program.

The City of North Royalton purchases Unleaded 87 Octane and ULS #2 Diesel via Transport delivery. When ordering fuel, a combined Unleaded 87 and #2 Diesel minimum of 7,500 gallons must be ordered.

While Lykins Energy Solutions bid submission was the lowest differential for Unleaded 87, the savings will equate to .0026 per gallon, or approximately \$11.00 on our standard order of 4,500 gallons for Unleaded 87.

Therefore, I believe entering into an agreement with a single supplier for both fuels would prove to be a more efficient ordering process, as well as provide the comfort of working with a proven supplier that the City has dealt with in the past.

I am recommending that the City of North Royalton accept the bid of Ports Petroleum as the lowest and best bid for the 2020 year with option of renewal for year 2021.

If there are any questions, do not hesitate to contact me. Thanks.

/aca

Encls

c: Mayor Robert Stefanik
Laura Haller, Legislative Director
File

**CONSORTIUM BID TABULATION:
SUPPLYING GASOLINE & DIESEL FUEL**

Year 1 Contract Term: 1/1/20-12/31/20

Year 2 Contract Term: 1/1/21-12/31/21

Bid Opening: October 25, 2019 9:00 a.m.

Present: Becki Riser, City of Brecksville, Kristen Kouri, City of Brecksville, Rob Lay, Ports Petroleum, Gus Katsas, Petroleum Traders

Total Cost per Gallon Calculation: OPIS average on order date + Differential + Taxes of \$.001 Fed LUST \$.28 OH Gas Motor Fuel Tax	PETROLEUM TRADERS (same pricing Year 1 & 2)	(Using Sample Data Provided on Bid Form)	PORTS PETROLEUM (different pricing Year 1 & 2)	(Using Sample Data Provided on Bid Form)	LYKINS ENERGY SOLUTIONS (same pricing Year 1 & 2)	(Using Sample Data Provided on Bid Form)
	Price Differential (Add)	Total SampleCost/ Gallon	Price Differential (Add)	Total SampleCost/ Gallon	Price Differential (Add)	Total SampleCost/ Gallon
NO LEAD REGULAR GRADE GASOLINE, 87 OCTANE, w/ 10% Ethanol Blend						
Transport	(0.0188)	2.1166	Year 1: (0.0213) Year 2: (0.0191)	Year 1: 2.1141 Year 2: 2.1163	(0.0239)	2.1115
Tankwagon	NO BID	NO BID	Year 1: .07 Year 2: .07	Year 1: 2.2054 Year 2: 2.2054	0.1300	2.2654
Product Bid	Marathon, Musket, Global, Husky, etc.		E-10 Gasoline		Marathon, Husky, World Fuel, PBF, etc.	
Name & Location of Refiner	Marathon, Cleveland, OH		Sunoco Terminals: Akron, Cleveland Map, Canton, Brecksville, BTS, Aurora		Various in Cleveland, Cuyahoga, Brecksville, etc.	
ULTRA LOW SULFUR #2 DIESEL						
Transport	(0.0048)	2.1689	Year 1: (0.0189) Year 2: (0.0149)	Year 1: 2.1548 Year 2: 2.1588	(0.0020)	2.1717
Tankwagon	NO BID	NO BID	Year 1: .07 Year 2: .07	Year 1: 2.2054 Year 2: 2.2054	0.1300	2.3037
Product Bid	Marathon, Musket, Global, Husky, etc.		ULSD Diesel		Marathon, Husky, World Fuel, PBF, etc.	
Name & Location of Refiner	Marathon, Cleveland, OH		Sunoco Terminals: Akron, Cleveland Map, Canton, Brecksville, BTS, Aurora		Various in Cleveland, Cuyahoga, Brecksville, etc.	
TRANSPORT DELIVERY MINIMUM ORDER/GALLONS						
Gasoline	8500		8500		8500	
Diesel	7500		7500		7500	
TANKWAGON DELIVERY MINIMUM ORDER/GALLONS						
Gasoline	NO BID		200		150	
Diesel	NO BID		200		150	
EXCEPTIONS	None		Fuel will meet Aston Specifications, Cetane +40. Transport deliveries BOL; not delivery		None	
REQUIRED DOCUMENTS SUBMITTED	Yes		Yes		Yes	

**CONSORTIUM BID TABULATION CONSORTIUM BID TABULATION:
SUPPLYING GASOLINE & DIESE SUPPLYING GASOLINE & DIESEL FUEL**

Year 1 Contract Term: 1/1/20-12/31/20
Year 2 Contract Term: 1/1/21-12/31/21
Bid Opening: October 25, 2019 9:00 a.m.

Year 1 Contract Term: 12/9/17-12/31/18
Year 2 Contract Term: 1/1/19-12/31/19
Bid Opening: October 20, 2017 9:00 a.m.

Present: Becki Riser, City of Brecksville, Kristen Kouri, City of Brecksville, Matt Smith, Cuyahoga Landmark, Rob Lay, Po

<i>Total Cost per Gallon Calculation: OPIS average on order date + Differential + Taxes of \$.001 Fed LUST \$.28 OH Gas Motor Fuel Tax</i>	RKA PETROLEUM <i>(different pricing Year 1 & 2)</i>	<i>(Using Sample Data Provided on Bid Form)</i>	GREAT LAKES PETROLEUM <i>(same prices Year 1 & 2)</i>	<i>(Using Sample Data Provided on Bid Form)</i>	MANSFIELD OIL CO. <i>(different pricing Year 1 & 2)</i>	<i>(Using Sample Data Provided on Bid Form)</i>
	<i>Price Differential (Add)</i>	<i>Total SampleCost/ Gallon</i>	<i>Price Differential (Add)</i>	<i>Total SampleCost/ Gallon</i>	<i>Price Differential (Add)</i>	<i>Total SampleCost/ Gallon</i>
NO LEAD REGULAR GRADE GASOLINE, 87 OCTANE, w/ 10% Ethanol Blend						
Transport	Year 1: (0.0044) Year 2: 0.0001	Year 1: 2.1310 Year 2: 2.1355	0.0090	2.1444	Year 1: (0.0086) Year 2: (0.0086)	Year 1: 2.1268 Year 2: 2.1268
Tankwagon	NO BID	NO BID	0.1050	2.2404	Year 1: .5394 Year 2: .5680	Year 1: 2.6748 Year 2: 2.7034
Product Bid	MPC, Exxon, Husky, PBF, BP		BP, Marathon, Center Oil, Sunoco, World Oil, Shell, US Oil, Valero, Huskey, PBF, Global, Musket		Exxon, BP	
Name & Location of Refiner	Cleveland, Brecksville, Cuyahoga		Various		BP-Husky Refining, 4001 Cedar Point Rd Oregon, OH 43616	
ULTRA LOW SULFUR #2 DIESEL						
Transport	Year 1: (0.0002) Year 2: 0.0045	Year 1: 2.1735 Year 2: 2.1782	0.0090	2.1827	Year 1: (0.0179) Year 2: (0.0149)	Year 1: 2.1558 Year 2: 2.1588
Tankwagon	NO BID	NO BID	0.1050	2.2787	Year 1: .5440 Year 2: .5726	Year 1: 2.7177 Year 2: 2.7463
Product Bid	MPC, Exxon, Husky, PBF, BP		BP, Marathon, Center Oil, Sunoco, World Oil, Shell, US Oil, Valero, Huskey, PBF, Global, Musket		Exxon, BP	
Name & Location of Refiner	Cleveland, Brecksville, Cuyahoga		Various		BP-Husky Refining, 4001 Cedar Point Rd Oregon, OH 43616	
TRANSPORT DELIVERY MINIMUM ORDER/GALLONS						
Gasoline	8500		7500		8500	
Diesel	7500		7500		7500	
TANKWAGON DELIVERY MINIMUM ORDER/GALLONS						
Gasoline	NO BID		500		200	
Diesel	NO BID		500		200	
EXCEPTIONS	None		None		None	
REQUIRED DOCUMENTS SUBMITTED	Yes		Yes		Yes	

ORDINANCE NO. 19-95

INTRODUCED BY: Mayor Stefanik

AN ORDINANCE ACCEPTING VARIOUS PROPOSALS TO PROVIDE MEDICAL, DENTAL, VISION,
AND LIFE INSURANCE COVERAGE FOR ALL ELIGIBLE EMPLOYEES OF THE CITY, AND
DECLARING AN EMERGENCY

WHEREAS: Council desires to obtain medical, dental, vision, and life insurance coverage for all eligible employees of the city and has sought proposals for this purpose; and

WHEREAS: City Council authorized the implementation of a Wellness Program as part of the city's health insurance benefits to its employees since 2013 in an effort to reduce health care costs; and

WHEREAS: Council finds that the adoption of the proposed health insurance waiver incentive program will serve to save costs and also provide appropriate coverage for the employees that elect the incentive program; and

WHEREAS: Council finds that the attached proposals to provide medical, dental, vision, and life insurance coverage to be the best proposals; and

WHEREAS: Council desires to accept these proposals.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON,
COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. The Council of the City of North Royalton hereby accepts the proposal of OGBC Consortium Medical Mutual HSA Plan for medical and prescription coverage, and the proposals of Metlife for dental and life insurance coverage, and EyeMed for vision coverage for all eligible employees of the city for the period commencing January 1, 2020, and ending December 31, 2020, and the Mayor is hereby authorized to enter into contracts for this coverage consistent with the terms set forth in the proposals marked Exhibit A and any further terms and conditions as approved by the Director of Law.

Section 2. Council authorizes the reimplementation of a health insurance waiver incentive program in which the city offers its employees who are or may be covered by other available health insurance coverage the option to waive the city's health insurance coverage for a \$200 per month incentive for single insurance coverage or \$400 per month incentive for family coverage, as more fully set forth in the health insurance waiver incentive program for 2020.

Section 3. Council authorizes and ratifies the city's wellness program and employee incentives as set forth in the city's health insurance open enrollment brochures and wellness budgets as established by Council since 2013.

Section 4. The Director of Legislative Services is hereby directed to forward a certified copy of this Ordinance to The Fedeli Group confirming the acceptance of this proposal.

Section 5. 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.

Section 6. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to provide medical, dental, vision, and life insurance coverage for all eligible employees.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

City of North Royalton

January 1, 2020 Medical Renewal

Medical/Rx		OGBC Consortium Medical Mutual - HSA Current		OGBC Consortium Medical Mutual - HSA Final Renewal	
		Network	Non-Network	Network	Non-Network
Calendar Year Deductible					
	Single	\$1,350	\$1,350	\$1,400	\$1,400
	Family	\$2,700	\$2,700	\$2,800	\$2,800
		Non-Embedded			
	Coinsurance	100%	60%	100%	60%
Out-of-Pocket Max					
	Single	\$1,350	\$5,000	\$1,400	\$5,000
	Family	\$2,700	\$10,000	\$2,800	\$10,000
Primary Care Physician/Specialist		Ded.-100%	Ded.-60%	Ded.-100%	Ded.-60%
Inpatient Hospital		Ded.-100%	Ded.-60%	Ded.-100%	Ded.-60%
Diagnostic Lab & X-ray		Ded.-100%	Ded.-60%	Ded.-100%	Ded.-60%
Outpatient Surgery		Ded.-100%	Ded.-60%	Ded.-100%	Ded.-60%
Preventive Office Visits		100%	Ded.-60%	100%	Ded.-60%
Emergency Room		Ded.-100%		Ded.-100%	
Urgent Care		Ded.-100%	Ded.-60%	Ded.-100%	Ded.-60%
Rx Plan		Retail	Mail Order	Retail	Mail Order
	Tier 1	Covered under Major Medical		Covered under Major Medical	
	Tier 2				
	Tier 3				
	Tier 4				
	Days Supply	n/a 30 Days	n/a 90 Days	n/a 30 Days	n/a 90 Days
EE		RATES		RATES	
	Family	35	\$630.48	35	\$636.78
		121	\$1,694.26	121	\$1,711.20
	Monthly		\$227,072.26		\$229,342.50
	Annual		\$2,724,867.12		\$2,752,110.00
	Rate Adjustment				1.00%
Employer Funding of Deductible		Fixed		Fixed	
	Single Funding Amount	\$850		\$900	
	Family Funding Amount	\$1,900		\$2,000	
TOTAL Annual HSA Funding		\$259,650.00		\$273,500.00	
TOTAL with Employer HSA Funding		\$2,984,517.12		\$3,025,610.00 1.38%	

City of North Royalton

January 1, 2020 Vision Renewal

Vision		EyeMed Current		EyeMed Renewal	
		Network	Non-Network	Network	Non-Network
Copays	Exam	\$10	Up to \$40	\$10	Up to \$40
	Lenses	\$10	n/a	\$10	n/a
	Materials	\$10	n/a	\$10	n/a
Lenses	Single	\$10	Up to \$30	\$10	Up to \$30
	Bifocal	\$10	Up to \$50	\$10	Up to \$50
	Trifocal	\$10	Up to \$70	\$10	Up to \$70
Frames		Up to \$130 for frame of choice; 20% off over allowance	Up to \$57	Up to \$130 for frame of choice; 20% off over allowance	Up to \$57
Contact Lenses	Medically Necessary	\$0 Copay; Covered in Full	Up to \$210	\$0 Copay; Covered in Full	Up to \$210
	Elective	\$0 Copay, \$130 allowance, 15% off balance over \$130	Up to \$130	\$0 Copay, \$130 allowance, 15% off balance over \$130	Up to \$130
Frequency	Exam	12 Months		12 Months	
	Lenses	12 Months		12 Months	
	Frames	12 Months		12 Months	
Monthly Annual Rate Adjustment	EE	27			
	Family	120			
		RATES		RATES	
			\$6.56		\$6.56
			\$16.73		\$16.73
			\$2,185		\$2,185
			\$26,217		\$26,217
					0.00%

Rate Guarantee until 12/31/2022

City of North Royalton

Life & AD&D Renewal - Effective January 1, 2020

Life/AD&D
Classes
Life Benefit
AD&D Benefit
Age Reduction Schedule

MetLife Current
Class 1 Full-time Police & Fire
Class 2 All other Full-time EE's
Class 1 = \$15,000 Class 2 = \$15,000
Class 1 = \$30,000 Class 2 = \$15,000
To 67% @ Age 70; To 50% @ Age 75

MetLife Renewal
Class 1 Full-time Police & Fire
Class 2 All other Full-time EE's
Class 1 = \$15,000 Class 2 = \$15,000
Class 1 = \$30,000 Class 2 = \$15,000
To 67% @ Age 70; To 50% @ Age 75

Life Volume
AD&D Volume
Life Rate Per \$1,000
AD&D Rate Per \$1,000
Monthly
Annual
Rate Guarantee

RATES
\$2,230,050
\$2,230,050
\$0.225
\$0.030
\$568.66
\$6,823.95

RATES
\$2,230,050
\$2,230,050
\$0.225
\$0.030
\$568.66
\$6,823.95
24 Months

City of North Royalton Dental Renewal - Effective January 1, 2020

Dental	MetLife Current	MetLife Renewal	MetLife REVISED Renewal
Calendar Year Deductible	Network	Network	Network
Single	\$50	\$50	\$50
Family	\$150	\$150	\$150
Waived for Preventative?	Yes	Yes	Yes
Waived for Orthodontia?	Yes	Yes	Yes
Class I - Preventative	100%	100%	100%
Class II - Basic	80%	80%	80%
Class III - Major	50%	50%	50%
Class IV - Orthodontia	50%	50%	50%
Adult Benefit	Not Covered	Not Covered	Not Covered
Waiting Periods	No Waiting Periods	No Waiting Periods	No Waiting Periods
Annual Maximum	\$1,500	\$1,500	\$1,500
Lifetime Orthodontia Maximum	\$1,000	\$1,000	\$1,000
Non-Network Percentile	90th Percentile	Fee Schedule	Fee Schedule
Implants	Class III	Class III	Class III
Endodontics	Class II	Class II	Class II
Periodontics	Class II	Class II	Class II
Maximum Rollover	Not Included	Not Included	Not Included
	RATES	RATES	RATES
EE	\$32.39	\$34.66	\$33.52
Family	\$97.38	\$104.20	\$100.79
Monthly	\$12,235.39	\$13,092.34	\$12,663.72
Annual	\$146,824.68	\$157,108.08	\$151,964.64
Rate Adjustment		7.00%	3.50%
		Rate Cap through 12/31/2020	Rate Guarantee through 12/31/2020

OGBC Consortium

Rate Acceptance

Effective January 1, 2020 through December 31, 2020

Medical/Rx	OGBC Consortium Medical Mutual - HSA Current		OGBC Consortium Medical Mutual - HSA Renewal	
	Network	Non-Network	Network	Non-Network
Calendar Year Deductible				
Single	\$1,350	\$1,350	\$1,400	\$1,400
Family	\$2,700	\$2,700	\$2,800	\$2,800
	Non-Embedded		Non-Embedded	
Coinsurance	100%	60%	100%	60%
Out-of-Pocket Max				
Single	\$1,350	\$5,000	\$1,400	\$5,000
Family	\$2,700	\$10,000	\$2,800	\$10,000
Primary Care Physician/Specialist	Ded.-100%	Ded.-60%	Ded.-100%	Ded.-60%
Inpatient Hospital	Ded.-100%	Ded.-60%	Ded.-100%	Ded.-60%
Diagnostic Lab & X-ray	Ded.-100%	Ded.-60%	Ded.-100%	Ded.-60%
Outpatient Surgery	Ded.-100%	Ded.-60%	Ded.-100%	Ded.-60%
Preventive Office Visits	100%	Ded.-60%	100%	Ded.-60%
Emergency Room	Ded.-100%		Ded.-100%	
Urgent Care	Ded.-100%	Ded.-60%	Ded.-100%	Ded.-60%
Rx Plan	Retail	Mail Order	Retail	Mail Order
Tier 1	Covered under Major Medical			
Tier 2	Covered under Major Medical			
Tier 3	Covered under Major Medical			
Tier 4	Covered under Major Medical			
Days Supply	n/a	n/a	n/a	n/a
Notes	30 Days	90 Days	30 Days	90 Days
RATES				
EE	35	\$630.48	\$636.78	
Family	121	\$1,694.26	\$1,711.20	
Monthly		\$227,072.26	\$229,342.50	
Annual		\$2,724,867.12	\$2,752,110.00	
2018 HSA Funding		\$259,650.00		
2019 HSA Funding			\$273,500.00	
Total Annual with HSA Funding		\$2,984,517.12	\$3,025,610.00	
Rate Adjustment			1.38%	

Employer Funding of Deductible	
Single Funding Amount	\$900
Family Funding Amount	\$2,000
2019 TOTAL Annual HSA Funding	\$273,500.00

Authorized Signature _____

Title _____

Date _____

ORDINANCE NO. 19-96

INTRODUCED BY: Mayor Stefanik
Co-Sponsor: Langshaw

AN ORDINANCE TO MAKE APPROPRIATIONS FOR CURRENT EXPENSES AND OTHER EXPENDITURES OF THE CITY OF NORTH ROYALTON, STATE OF OHIO, DURING THE FISCAL YEAR ENDING DECEMBER 31, 2020

WHEREAS: Council wishes to provide for the permanent appropriations for current expenses and other expenditures for the year ending December 31, 2020; and

WHEREAS: A new Ordinance providing for such permanent appropriations is the proper measure to secure such monies.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. To provide for the current expenses and other expenditures for the City of North Royalton, Ohio for the fiscal year ending December 31, 2020, the following sums be and they are hereby appropriated as itemized on Exhibit A attached hereto and incorporated herein as if fully rewritten.

Section 2. The attached Exhibit A includes the following inter-fund transfers:

General Fund	Police Facility Fund	\$ 250,000.00	Operating
General Fund	EMS Levy Fund	650,000.00	Operating
General Fund	Police Pension Fund	200,000.00	Operating
General Fund	Fire Pension Fund	225,000.00	Operating
General Fund	General Bond Retirement Fund	450,000.00	Debt Service
Future Capital Improvement Fund	General Bond Retirement Fund	287,550.00	Debt Service
Storm Sewer & Drainage Fund	General Bond Retirement Fund	314,750.00	Debt Service
Fire Capital Improvement Fund	General Bond Retirement Fund	150,950.00	Debt Service
Sprague Road Reconstruction Fund	General Bond Retirement Fund	17,887.00	Debt Service

Section 3. A copy of this Ordinance shall be submitted by the Director of Finance to the Auditor of Cuyahoga County, Ohio and upon certification by said Auditor as required by law, the Director of Finance of this City is hereby authorized to draw her warrants upon the City Treasury for payment of any certification and vouchers therefore approved by the proper officers authorized by law to approve the same, or an Ordinance or Resolution of the Council to make such expenditures; provided, however, that no warrants shall be drawn or paid for salaries or wages except to persons employed by authority of and in accordance with the law or the Ordinances of this Council.

Section 4. 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.

THEREFORE, provided this Ordinance receives the affirmative vote of a majority of all members elected to Council, it shall take effect and be in force from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

CITY OF NORTH ROYALTON
2020 Temporary Budget Ordinance

	Total 2020 Temporary Appropriations
GENERAL FUND	
POLICE DEPARTMENT	
Personal Service	1,424,800.00
Contractual Services	128,682.40
Supply & Materials	72,283.00
Capital Outlay	-
Total Police Department	1,625,765.40
ANIMAL CONTROL	
Personal Service	51,780.00
Contractual Services	2,230.00
Supply & Materials	3,180.00
Capital Outlay	-
Total Animal Control Department	57,190.00
FIRE DEPARTMENT	
Personal Service	179,710.00
Contractual Services	115,360.00
Supply & Materials	44,280.00
Total Fire Department	339,350.00
POLICE AND FIRE COMMUNICATIONS	
Personal Service	85,850.00
Contractual Services	304,640.00
Capital Outlay	-
Total Police & Fire Comm	390,490.00
STREET LIGHTING	
Total Street Lighting	58,000.00
SAFETY DIRECTOR	
Personal Service	49,820.00
Contractual Services	2,780.00
Operating Supplies	2,520.00
Capital Outlay	-
Total Police & Fire Comm	55,120.00
CEMETERY DEPARTMENT	
Contractual Services	15,720.00
Supply & Materials	64,932.00
Total Cemetery Department	80,652.00
PARKS & RECREATION DEPARTMENT	
Personal Service	202,980.00
Contractual Services	30,924.40
Supply & Materials	39,504.00
Capital Outlay	-
Total Parks & Recreation Department	273,408.40
PLANNING COMMISSION	
Personal Service	2,960.00
Contractual Services	2,590.00
Supply & Materials	220.00
Total Planning Commission	5,770.00
BOARD OF ZONING	
Personal Service	5,080.00
Contractual Services	1,000.00
Supply & Materials	280.00
Total Board of Zoning	6,360.00
BUILDING DEPARTMENT	
Personal Service	243,790.00
Contractual Services	74,544.00
Supply & Materials	8,236.00
Capital Outlay	-
Total Building Department	326,570.00

CITY OF NORTH ROYALTON
2020 Temporary Budget Ordinance

	Total 2020 Temporary Appropriations
COMMUNITY DEVELOPMENT	
Personal Service	60,765.20
Contractual Services	11,900.00
Supply & Materials	1,440.00
Total Community Development	74,105.20
RUBBISH COLLECTION	
Contractual Services	600,000.00
Total Rubbish Collection	600,000.00
SERVICE BUILDING AND GROUNDS	
Personal Service	
Contractual Services	35,960.00
Supply & Materials	8,380.00
Capital Outlay	-
Total Service Bldg. & Grounds	44,340.00
MAYOR'S OFFICE	
Personal Service	128,888.00
Contractual Services	14,580.00
Supply & Materials	980.00
Capital Outlay	-
Total Mayor's Office	144,448.00
FINANCE DEPARTMENT	
Personal Service	127,709.60
Contractual Services	50,000.00
Supply & Materials	1,200.00
Capital Outlay	-
Total Finance Department	178,909.60
LEGAL ADMINISTRATION	
Personal Service	150,500.00
Contractual Services	55,460.00
Supply & Materials	4,160.00
Capital Outlay	-
Total Legal Administration	210,120.00
ENGINEERING DEPARTMENT	
Personal Service	66,020.00
Contractual Services	62,240.00
Supply & Materials	480.00
Capital Outlay	-
Total Engineering	128,740.00
LEGISLATIVE	
Personal Service	128,908.00
Contractual Services	21,839.20
Supply & Materials	5,400.00
Capital Outlay	-
Total Legislative Activity	156,147.20
MAYOR'S COURT	
Personal Service	61,840.00
Contractual Services	32,870.00
Supply & Materials	640.00
Total Mayor's Court	95,350.00
CIVIL SERVICE	
Personal Service	2,020.00
Contractual Services	14,040.00
Supply & Materials	80.00
Total Civil Service	16,140.00
CITY HALL BUILDING	
Personal Service	44,260.00
Contractual Services	92,820.00
Supply & Materials	16,400.00
Capital Outlay	-
Total City Hall Building	153,480.00

CITY OF NORTH ROYALTON
2020 Temporary Budget Ordinance

	Total 2020 Temporary Appropriations
OTHER GENERAL GOVERNMENT	
Personal Services	8,000.00
Supply & Materials	100,000.00
Transfers-Out	1,775,000.00
Total - Other General Government	1,883,000.00
TOTAL - GENERAL FUND	6,903,455.80
ENFORCEMENT AND EDUCATIONAL FUND #205	
Personal Service	6,000.00
Supply & Materials	2,400.00
Total - Enforcement & Education	8,400.00
DRUG LAW ENFORCEMENT FUND #206	
Supply & Materials	200.00
Total - Drug Law Enforcement	200.00
POLICE FACILITY OPERATING FUND #207	
Personal Service	362,837.50
Contractual Services	8,560.00
Supply & Materials	26,337.20
Capital Outlay	-
Total - Police Facility Operating	397,734.70
LAW ENFORCEMENT TRUST FUND #208	
Contractual Service	600.00
Supply & Materials	2,200.00
Capital Outlay	-
Total - Law Enforcement Trust	2,800.00
EMERGENCY MEDICAL SERVICE LEVY FUND #209	
Personal Service	1,120,000.00
Contractual Services	34,600.00
Supply & Materials	15,480.00
Total EMS Levy Fund	1,170,080.00
MOTOR VEHICLE LICENSE FUND #210	
Street Repair	-
Total Motor Vehicle License Fund	225,000.00
STREET CONSTRUCTION, MAINTENANCE, & REPAIR FUND #211	
Signals & Signs	
Contractual Services	-
Supply & Materials	12,000.00
	12,000.00
Street Reconstruction	
Contractual Service	-
Capital Outlay	-
	-
Street Construction, Maintenance & Repair	
Personal Service	736,380.00
Contractual Services	57,110.00
Supply & Materials	152,600.00
Capital Outlay	-
	946,090.00
Snow Removal	
Personal Service	77,945.00
Contractual Services	10,500.00
Supply & Materials	314,300.00
	402,745.00
Total SCMR Fund	1,360,835.00
STATE HIGHWAY FUND #212	
Traffic Signals & Marking	
Contractual Services	-
Street Maintenance & Repair	
Operating Supplies	15,000.00
Snow & Ice Removal	
Supply & Materials	30,000.00
Total State Highway Fund	45,000.00

**CITY OF NORTH ROYALTON
2020 Temporary Budget Ordinance**

	Total 2020 Temporary Appropriations
CITY INCOME TAX FUND #213	
Contractual Services	180,000.00
Total City Income Tax Fund	180,000.00
 POLICE LEVY FUND #215	
Personal Services	454,000.00
Contractual Services	2,000.00
Supply & Materials	-
Capital Outlay	215,000.00
Total - Police Levy Fund	671,000.00
 FIRE LEVY FUND #216	
Personal Service	400,000.00
Total Fire Levy Fund	400,000.00
 RECYCLING GRANT FUND #217	
Contractual Services	2,500.00
Total Recycling Grant	2,500.00
 OFFICE ON AGING FUND #219	
Personal Services	48,920.00
Contractual Services	18,060.00
Supply & Materials	5,360.00
Capital Outlay	-
Total Office on Aging Fund	72,340.00
 NOPEC GRANT FUND #221	
Contractual Services	-
Capital Outlay	-
Total Court Computer Fund	-
 COURT COMPUTER FUND #236	
Contractual Services	4,000.00
Operating Supplies	2,000.00
Capital Outlay	-
Total Court Computer Fund	6,000.00
 COMMUNITY DIVERSION PROGRAM FUND #237	
Personal Services	2,600.00
Contractual Services	800.00
Operating Supplies	200.00
Total Community Diversion	3,600.00
 ENTERPRISE ZONE FUND #239	
Contractual Services	1,000.00
Total Enterprise Zone Fund	1,000.00
 YMCA SPECIAL REVENUE FUND #249	
Transfers-Out	262,052.78
Total Enterprise Zone Fund	262,052.78
 ACCRUED BALANCES FUND #260	
Personal Service	150,000.00
Total AB Fund	150,000.00
 POLICE PENSION FUND #261	
Personal Service	248,000.00
Total Police Pension Fund	248,000.00
 FIRE PENSION FUND #262	
Personal Service	280,000.00
Total Police Pension Fund	280,000.00
 GENERAL BOND RETIREMENT FUND #321	
Supply & Materials	10,000.00
Debt Service - Interest	1,050,724.14
Debt Service - Principal	1,744,685.50
Total General Bond Retirement	2,805,409.64

CITY OF NORTH ROYALTON
2020 Temporary Budget Ordinance

	<u>Total 2020 Temporary Appropriations</u>
SPECIAL ASSESSMENT FUND #341	
Other	15,469.66
Debt Service	78,314.50
Total Special Assessment Fund	<u>93,784.16</u>
SERVICE CAPITAL FUND #430	
Capital Outlay	67,000.00
Total Rec Capital Improvement	<u>67,000.00</u>
RECREATION CAPITAL IMPROVEMENT FUND #431	
Recreation Capital Improvement	
Contractual Services	-
Capital Outlay	-
Total Rec Capital Improvement	<u>-</u>
FUTURE CAPITAL IMPROVEMENT FUND #432	
Contractual Services	15,000.00
Capital Outlay	-
Debt Service	-
Transfers-Out	287,550.00
Total Future Capital Improvement Fund	<u>302,550.00</u>
STORM AND SEWER DRAINAGE FUND #433	
Contractual Services	80,000.00
Capital Outlay	-
Advance-Out	-
Transfers-Out	314,750.00
Total Storm & Sewer Drainage	<u>394,750.00</u>
FIRE CAPITAL IMPROVEMENT FUND #434	
Contractual Service	37,000.00
Capital Outlay	-
Debt Service	107,812.62
Transfer Out	150,950.00
Total Fire Capital Improvement Fund	<u>295,762.62</u>
ROUTE 82 WIDENING FUND #435	
Capital Outlay	-
Total YMCA Capital Imp Fund	<u>-</u>
YMCA CAPITAL RESERVE FUND #437	
Contractual Services	30,000.00
Total YMCA Capital Imp Fund	<u>30,000.00</u>
WATER MAIN FUND #445	
Contractual Services	10,000.00
Capital Outlay	-
Total Water Main Fund	<u>10,000.00</u>
ISSUE 1 - SPRAGUE ROAD FUND #451	
Transfer Out	17,887.00
Total YMCA Capital Imp Fund	<u>17,887.00</u>
ENERGY CONSERVATION PROJECT CAPITAL FUND #463	
Capital Outlay	-
Total Energy Conservation Project Capital Fund	<u>-</u>
WASTEWATER TREATMENT FUND #551	
Sanitary Sewer Treatment	
Personal Services	465,800.00
Contractual Services	880,580.00
Supply & Materials	137,500.00
Capital Outlay	-
Total Sanitary Sewer Treatment	<u>1,483,880.00</u>
Compost Facility	
Contractual Services	-
Supply & Materials	-
Total Compost Facility	<u>-</u>
Total Wastewater Treatment Fund	<u>1,483,880.00</u>

CITY OF NORTH ROYALTON
2020 Temporary Budget Ordinance

	Total 2020 Temporary Appropriations
WASTEWATER MAINTENANCE FUND #552	
Storm Sewer & Drainage Maintenance	
Personal Service	187,960.00
Contractual Services	53,071.60
Supply & Materials	41,100.00
Capital Outlay	-
	282,131.60
Wastewater Maintenance	
Personal Service	825,850.00
Contractual Services	274,580.00
Supply & Materials	160,700.00
Capital Outlay	-
Debt Service	-
	1,261,130.00
Total WW Maintenance Fund	1,997,614.00
WASTEWATER DEBT SERVICE FUND #553	
Debt Service	280,000.00
Total WW Debt Service Fund	280,000.00
WASTEWATER REPAIR AND REPLACEMENT FUND #555	
Capital Outlay	-
Total WW Repair & Replacem't	-
OHIO GOVERNMENT BENEFIT COOPERATIVE FUND #710	
Personal Services	5,000,000.00
Total Improvement Holding Fund	5,000,000.00
IMPROVEMENT HOLDING FUND #763	
Refunds	30,000.00
Total Improvement Holding Fund	30,000.00
OHIO BOARD OF BUILDING STANDARDS FUND #764	
Other	15,000.00
Total OBBS Fund	15,000.00
BUILDING CONSTRUCTION BOND FUND #766	
Other	75,000.00
Total Bldg. Construction Bond	75,000.00
OFFICE ON AGING DEPOSITS FUND #768	
Other	3,000.00
Total Office on Aging Deposits	3,000.00
UNCLAIMED FUNDS #769	
Other	500.00
Total Unclaimed Funds	500.00
FUND TOTALS	23,931,300.70

ORDINANCE NO. 19-97

INTRODUCED BY: Mayor Stefanik

AN ORDINANCE AMENDING ORDINANCE 19-79, PASSED SEPTEMBER 18, 2019
AUTHORIZING REFUNDING NOTES, AND DECLARING AN EMERGENCY

WHEREAS: The Council of the City of North Royalton authorized refunding notes pursuant to Ordinance 19-79 (the "Authorizing Ordinance") passed September 18, 2019, in the amount of not to exceed \$5,550,000 refunding a portion of the city's Various Purpose General Obligation Bonds (Limited Tax), Series 2014, dated May 21, 2014; and

WHEREAS: Council hereby intends to amend the Authorizing Ordinance as described herein; and

WHEREAS: Council desires to provide for this amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Section 8 of the Authorizing Ordinance is hereby amended in its entirety to read as follows:

The Notes shall bear interest, based on a 360-day year of twelve 30-day months, payable on each June 1 and December 1, beginning December 1, 2020 until the principal sum is paid or provision has been duly made therefor, at such rate per annum as shall be determined by the Director of Finance and certified to this Council, provided that such rate shall not exceed 4.00% per annum. The Notes shall be, and hereby are, awarded and sold to Fifth Third Securities, Inc., Cleveland, Ohio (the "Original Purchaser"), at the par value thereof. The Director of Finance is hereby authorized and directed to deliver the Notes, when executed, to the Original Purchaser upon payment of the purchase price and accrued interest, if any, to the date of delivery. The proceeds of such sale, except any accrued interest or premium thereon, shall be deposited in the Escrow Fund sale shall be transferred to the bond retirement fund to be applied to the payment of the principal of and interest on the Notes, or other obligations of the city, as permitted by law. Any premium received from the sale of the Notes may be used to pay the financing costs of the Notes within the meaning of Ohio Revised Code Section 133.01(K) or be deposited into the bond retirement fund.

Section 2. 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.

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary that this Ordinance must be immediately effective for the reason that the city needs to refund the Outstanding Bonds prior to December 1, 2019 in accordance with the amended Operating Agreement.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

CERTIFICATE

The undersigned Clerk of Council hereby certifies that the foregoing is a true copy of ordinance No. _____ duly adopted by the City Council of City of North Royalton, Ohio on _____, 2019 and that a true copy thereof was certified to the County Fiscal Officer of Cuyahoga County, Ohio, on _____, 2019.

Director of Legislative Services
City of North Royalton, Ohio

M____ seconded the motion and, after discussion, a roll call vote was taken and the results were:

Ayes: _____

Nays: _____