


# December 2019

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3 COUNCIL AND CAUCUS 7:00 <b>SPECIAL FINANCE COMM MTG 6:30</b>	4 PLANNING COMMISSION 7:00 CAUCUS 6:45	5	6	7
8	9 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	10	11	12	13	14
15	16	17 <b>FAIR HOUSING MTG 5:00</b> COUNCIL AND CAUCUS 7:00	18	19 BZA 7:00 CAUCUS 6:45	20	21
22	23	24 <i>CHRISTMAS EVE</i> 	25 <i>CHRISTMAS DAY</i>	26	27	28
29	30	31 <i>NEW YEAR'S EVE</i>				

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

**NORTH ROYALTON CITY COUNCIL  
A G E N D A  
DECEMBER 3, 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: November 19, 2019
  - b. Receipt and acknowledgement without objection to Ohio Dept. of Liquor Control request for a D1, D2, D3, D3A and D6 transfer permit for Amicis Bar 13000 Royalton Road and 13519 W. 130<sup>th</sup> Street, North Royalton, Ohio 44133.
  - c. 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

**THIRD READING CONSIDERATION**

1. **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. **First reading November 6, 2019 and referred to Safety Committee. Second reading November 19, 2019. Safety Committee recommended approval November 19, 2019.**
2. **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. **First reading November 6, 2019 and referred to Finance Committee. Second reading November 19, 2019. Finance Committee recommended approval November 19, 2019.**

**FIRST READING CONSIDERATION**

- \* 1. **19-106** - AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, BY REPEALING ORDINANCE 19-102, AND DECLARING AN EMERGENCY.
- \* 2. **19-107** - AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, SECTION 1 BUILDING DEPARTMENT, SECTION 8 LAW DEPARTMENT, AND SECTION 12 MAYOR'S OFFICE, AND DECLARING AN EMERGENCY.
- \* 3. **19-108** - AN ORDINANCE AMENDING ORDINANCE 18-128, ESTABLISHING RATES OF COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES DURING CALENDAR YEAR 2019 BY REPEALING ORDINANCE 19-103, MAYOR'S OFFICE, AND DECLARING AN EMERGENCY.
4. **19-109** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 2 ADMINISTRATION CODE, CHAPTER 230 MAYOR, SECTION 230.04 MAYOR'S EXECUTIVE ASSISTANT, AND DECLARING AN EMERGENCY.
5. **19-110** - AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 8 BUSINESS REGULATION BY CREATING A NEW CHAPTER 879 RETAIL DISPOSEABLE BAG RECYCLING, AND DECLARING AN EMERGENCY.
6. **19-111** - AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 18-117 AS AMENDED BY ORDINANCES 19-37, 19-53, 19-60, 19-73 AND 19-82 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2019 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY.
7. **19-112** - AN ORDINANCE AUTHORIZING THE MAYOR AND COMMUNITY DEVELOPMENT DIRECTOR TO ADVERTISE FOR BIDS FOR THE SALE OF PPN 483-23-011 PURSUANT TO THE AUTHORITY OF OHIO REVISED CODE CHAPTER 721, AND DECLARING AN EMERGENCY.

8. **19-113** - RESOLUTION REQUESTING CUYAHOGA COUNTY TO PROCEED WITH THE RECONSTRUCTION AND WIDENING OF SPRAGUE ROAD FROM WEBSTER ROAD TO YORK ROAD RESOLVING TO PAY ONE HUNDRED PERCENT (100%) OF THE DESIGN ENGINEERING, CONSTRUCTION AND CONSTRUCTION SUPERVISION COSTS FOR THE NON-OPWC SHARE OF THE SANITARY SEWER AND THE PORTIONS OF THE WATERLINE NOT IMPACTED BY THE ROADWAY WIDENING WITHIN THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY.
9. **19-114** - AN ORDINANCE ESTABLISHING RATES OF COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES DURING CALENDAR YEAR 2020, AND DECLARING AN EMERGENCY.
10. **19-115** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LAND LEASE AGREEMENT AND A MEMORANDUM LEASE AGREEMENT WITH CELLCO PARTNERSHIP, DBA VERIZON WIRELESS GRANTING THE RIGHT TO INSTALL, MAINTAIN AND OPERATE COMMUNICATIONS EQUIPMENT ON CITY OWNED PROPERTY PPN 481-07-026, AND DECLARING AN EMERGENCY.
13. Miscellaneous.
14. Adjournment.

AN ORDINANCE AMENDING ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, BY REPEALING ORDINANCE 19-102, AND DECLARING AN EMERGENCY

- WHEREAS: Council is desirous of providing the most efficient services possible to the residents of the City of North Royalton, Ohio; and
- WHEREAS: It has been determined that an amended personnel staffing and classification plan for the Mayor’s Office of the City of North Royalton will aid in their administration and efficiency within the department; and
- WHEREAS: Council has reviewed the staffing and classification plan and do desire to amend Ordinance 10-103, Staffing and Classification Plan for the various departments of the City of North Royalton, by repealing Ordinance 19-102 to correct a scrivener’s error.
- 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. Council hereby amends Ordinance 10-103, Staffing and Classification Plan for the various departments of the City of North Royalton, by repealing Ordinance 19-102 to correct a scrivener’s error.
- Section 3. Ordinance 10-103 is hereby amended as provided for herein by repealing Ordinance 19-102 and that all other provisions of Ordinance 10-103 shall remain in full force and effect.
- 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 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 correct this scrivener’s error.

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 ORDINANCE 10-103, STAFFING AND CLASSIFICATION PLAN FOR THE VARIOUS DEPARTMENTS OF THE CITY OF NORTH ROYALTON, SECTION 1 BUILDING DEPARTMENT, SECTION 8 LAW DEPARTMENT, AND SECTION 12 MAYOR’S OFFICE, AND DECLARING AN EMERGENCY

WHEREAS: In an effort to better serve the community, the Administration has proposed the restructuring of various departments to ensure that they are functioning as efficiently as possible; and

WHEREAS: It is therefore necessary to amend Ordinance 10-103 to allow for these changes; 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. Council hereby amends Ordinance No. 10-103, Staffing and Classification Plan, Section 1 Building Department, which shall hereinafter read as follows:

Section 1. The **Building Department** may employ and be staffed by employees classified in the following classifications providing that there shall be no greater number of employees employed in any one classification than specified herein.

<u>CLASSIFICATION (Job Title)</u>	<u>MAXIMUM NO. OF EMPLOYEES</u>
1) Building Commissioner	One (1)
or	
2) Building Official (part-time)	One (1)
3) Certified Inspector	<del>Two</del> <del>(2)</del> <b>Three (3)</b>
4) Inspector (part-time)	Three (3)
5) Admin. Secretary/Clerical	<del>One</del> <del>(1)</del> <b>Two (2)</b>
6) Summer/Part time/Vacation Clerical	Two (2)
7) Office Manager/ <del>Confidential Secretary</del>	One (1)

Section 2. Council hereby amends Ordinance No. 10-103, Staffing and Classification Plan, Section 8 Law Department, which shall hereinafter read as follows:

Section 8. The **Law Department** may employ and be staffed by employees classified in the following classifications providing that there shall be no greater number of employees employed in any one classification than specified herein.

<u>CLASSIFICATION (Job Title)</u>	<u>MAXIMUM NO. OF EMPLOYEES</u>
1) Director of Law	One (1)
2) Assistant Law Director/First Assistant Prosecutor	One (1)
3) Second Assistant Prosecutor	One (1)
4) Confidential Secretary, part time	One (1)
5) Human Resources Specialist, <b>Civil Service</b> and Benefits Coordinator (part time)	One (1)

Section 3. Council hereby amends Ordinance No. 10-103, Staffing and Classification Plan, Section 12 Mayor’s Office, which shall hereinafter read as follows:

Section 12. The **Mayor's Office** may employ and be staffed by employees classified in the following classifications providing that there shall be no greater number of employees employed in any one classification than specified herein.

***Effective January 1, 2020***

<u>CLASSIFICATION (Job Title)</u>	<u>MAXIMUM NO. OF EMPLOYEES</u>
1) Safety Director	One (1)
2) Executive Assistant/ <del>Clerk of Courts</del> <b>Civil Service Secretary</b>	One (1)
3) <b>Clerk of Court</b>	<b>One (1)</b>
<del>4) 3)</del> Deputy Clerk of Court	Two (2)
<del>5) 4)</del> Admin. Secretary/Clerical	One (1)
<del>6) 5)</del> Confidential Secretary	One (1)
<del>7) 6)</del> Custodial-Part Time	One (1)
<del>8) 7)</del> Public Defender	One (1)
<del>9) 8)</del> Magistrate	One (1)

Section 4. Ordinance No. 10-103 is amended as provided for herein and all other provisions of Ordinance No. 10-103 shall remain in full force and effect.

Section 5. This Ordinance shall supersede all previously adopted ordinances in direct conflict herewith.

Section 6. 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 7. 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 Council and the Administration have determined that it is immediately necessary to provide for these staffing changes in the various departments of the City of North Royalton.

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:

ORDINANCE NO. 19-108

INTRODUCED BY: Mayor Stefanik

AN ORDINANCE AMENDING ORDINANCE 18-128, ESTABLISHING RATES OF  
COMPENSATION FOR THE CITY OF NORTH ROYALTON NON-UNION EMPLOYEES  
DURING CALENDAR YEAR 2019 BY REPEALING ORDINANCE 19-103, MAYOR’S  
OFFICE, AND DECLARING AN EMERGENCY

- WHEREAS: In an effort to better serve the community, the Administration has restructured various departments to ensure that they are functioning as efficiently as possible; and
- WHEREAS: It is therefore necessary to amend Ordinance 18-128 establishing the rates of compensation for the City of North Royalton non-union employees by repealing Ordinance 19-103, Mayor’s Office to correct a scrivener’s error; 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. Ordinance 18-128 is hereby amended as provided for in Exhibit A, a copy of which is attached hereto and incorporated as if fully rewritten.
- Section 2. Ordinance 18-128 is hereby amended as provided for herein and all other provisions of Ordinance 18-128 shall remain in full force and effect.
- Section 3. This Ordinance shall be effective upon its adoption and 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 correct a scrivener’s error.

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  
Non-Union Wage Schedule

<u>Classification (Job Title)</u>		2019	
	Entry	2nd Year	3rd Year
<u>Architectural Review Board</u>			
Secretary (part-time)	\$ 17.34	\$ 18.14	\$ 18.89
<u>Board of Zoning Appeals</u>			
Secretary	\$ 17.34	\$ 18.14	\$ 18.89
<u>Building Department</u>			
Building Commissioner	\$ 41.56	<i>not to exceed</i>	\$ 48.48
<del>Office Manager/Confidential Secretary</del>	<b>\$ 24.80</b>	<b><i>not to exceed</i></b>	<b>\$ 27.86</b>
Inspector - Part-Time	\$ 29.65		
Building Official (part-time)	\$ 46.40		
<u>City Hall</u>			
Clerical III Floater (part-time)	\$ 19.92	\$ 20.82	\$ 21.60
<u>Council Office</u>			
Confidential Secretary	\$ 20.93	\$ 23.74	\$ 24.80
Administrative Secretary IV	\$ 22.00	\$ 22.87	\$ 23.74
Recording Secretary (part-time)	\$ 17.34	\$ 18.14	\$ 18.89
<u>Finance Department</u>			
Accounting Administrator	\$ 23.22	\$ 24.37	\$ 25.57
Payroll and Accounting Administrator	\$ 22.92	\$ 24.08	\$ 25.27
<u>Fire Department</u>			
Fire Safety Inspector (part-time)	\$ 25.75		
Summer Help Laborer (part-time)	\$ 12.10		
<u>Law Department</u>			
Assistant Law Director	\$ 46.49	<i>not to exceed</i>	\$ 54.24
Human Resources Specialist/ <b>Civil Service</b> (part-time)	<b>\$ 27.41</b>	<b><i>not to exceed</i></b>	<b>\$ 30.41</b>
Confidential Secretary-(part time)	\$ 20.93	\$ 23.74	\$ 24.80
<u>Mayor's Office</u>			
Executive Assistant/Clerk of Court	\$ 29.57	\$ 30.79	\$ 32.09
Deputy Clerk of Court	\$ 20.93	\$ 23.74	\$ 24.80
Confidential Secretary	-\$ 20.93	\$ 23.74	\$ 24.80
Administrative Secretary IV	\$ 22.00	\$ 22.87	\$ 23.74
Clerical III	\$ 19.92	\$ 20.82	\$ 21.60
Clerical II	\$ 18.10	\$ 18.96	\$ 19.78
Clerical I	\$ 15.99	\$ 16.85	\$ 17.71
Custodial (part-time)	\$ 18.82		
<u>Office on Aging</u>			
Director (part time)	\$ 29.27	<i>not to exceed</i>	\$ 34.51
Senior Center Manager/Outreach Specialist	\$ 20.65	\$ 23.11	\$ 25.11
Bus Driver (part-time)	\$ 11.68	\$ 12.15	\$ 12.66
<u>Police/Fire Department</u>			
Confidential Secretary	\$ 20.93	\$ 23.74	\$ 24.80
IT Systems Administrator/LAN Manager	\$ 41.56	<i>not to exceed</i>	\$ 48.48

<b><u>Recreation Department</u></b>			
Summer Help Laborer (part-time)	\$ 12.10		
Laborer (part-time)	\$ 13.13	\$ 13.64	\$ 14.11
Tractor/Truck Operator (part-time)	\$ 15.61		
<b><u>Service Department</u></b>			
Service Superintendent	\$ 41.56	<i>not to exceed</i>	\$ 48.48
Stormwater Superintendent	\$ 41.56	<i>not to exceed</i>	\$ 48.48
Summer Help Laborer (part-time)	\$ 12.10		
Laborer (part-time)	\$ 14.92		
<b><u>Wastewater Department</u></b>			
Assistant Superintendent - Operations	\$ 41.56	<i>not to exceed</i>	\$ 48.48
Assistant Superintendent - Maintenance	\$ 41.56	<i>not to exceed</i>	\$ 48.48
Project Manager, temporary part time	\$ 41.82	<i>not to exceed</i>	\$ 47.05
<b><u>Miscellaneous</u></b>			
Clerical I (part-time)	\$ 15.99		
Laborer (part-time/city-wide)	\$ 13.13		
Summer Help Laborer (city wide)	\$ 12.10		
Casual Help	\$ 9.65		

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 2 ADMINISTRATION CODE, CHAPTER 230 MAYOR, SECTION 230.04 MAYOR’S EXECUTIVE ASSISTANT, AND DECLARING AN EMERGENCY

- WHEREAS: In an effort to better serve the community, the Administration has proposed the restructuring of various departments to ensure that they are functioning as efficiently as possible; and
- WHEREAS: It is therefore necessary to amend the Codified Ordinances of the City of North Royalton, Part 2 Administration Code, Chapter 230 Mayor, Section 230.04 Mayor’s Executive Assistant; 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. Chapter 230 Mayor, Section 230.04 Mayor’s Executive Assistant of the Codified Ordinances of the City of North Royalton is hereby amended which shall hereinafter read as follows:

230.04 MAYOR'S EXECUTIVE ASSISTANT.

There is hereby established the position of Mayor's Executive Assistant, which position shall be in the unclassified service of the Municipality and shall be an appointive position. ~~The Mayor's Executive Assistant shall also serve in the capacity of Clerk of Court and shall perform all duties necessary to aid in conducting all sessions of the Mayor's Court, as well as all additional duties as directed by the Mayor.~~

Section 2. Chapter 230 of the Codified Ordinances of the City of North Royalton is hereby amended as provided for herein and all other provisions of Chapter 230 shall remain in full force and effect.

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 the Codified Ordinances of the City of North Royalton, Part 2 Administration Code, Chapter 230 Mayor, Section 230.04 Mayor’s Executive Assistant to better serve the community.

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:

ORDINANCE NO. 19-110

INTRODUCED BY: Mayor Stefanik

AN ORDINANCE AMENDING THE CODIFIED ORDINANCES OF THE CITY OF NORTH ROYALTON, PART 8 BUSINESS REGULATION BY CREATING A NEW CHAPTER 879 RETAIL DISPOSABLE BAG RECYCLING, AND DECLARING AN EMERGENCY

WHEREAS: Cuyahoga County Ordinance O2019-0005 was passed by Cuyahoga County Council without seeking the input of the cities that will be affected by said ordinance; and

WHEREAS: Cuyahoga County Ordinance O2019-0005 places undue burden on the City of North Royalton retail businesses as well as North Royalton residents and all customers of North Royalton retail establishments, and in any event, customers not wanting to use disposable plastic bags or non-permitted paper bags would be able to bring their own containers to those establishments; and

WHEREAS: It is therefore necessary to amend the Codified Ordinances of the City of North Royalton, Part 8 Business Regulation, by creating a new Chapter 879 entitled Retail Disposable Bag Recycling; 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:

Section 1. Part 8 Business Regulation of the Codified Ordinances of the City of North Royalton is hereby amended by creating a new Chapter entitled Retail Disposable Bag Recycling which shall hereinafter read as follows:

**CHAPTER 879**

***Retail Disposable Bag Recycling***

***879.01 Definitions.***

***879.02 Bag collection and recycling.***

***879.03 Penalty.***

**879.01 DEFINITIONS.**

*As used in this chapter:*

*(a) “Retail establishment” means any supermarket, convenience store, department store, store, shop, service station, or restaurant and any other sales outlet occupying 30,000 feet or more of usable space where a customer can buy goods or food.*

*(b) “Disposable plastic bag” means a bag made from either non-compostable plastic or compostable plastic provided by a retail establishment to a customer at point of sale for the purpose of transporting purchased items from the retail establishment, but does not include bags specifically intended for multiple reuse.*

**879.02 BAG COLLECTION AND RECYCLING.**

*No retail establishment shall offer customers disposable plastic bags unless:*

*(a) it provides a disposable plastic bag collection bin that is visible, easily accessible to the customer, and clearly marked that the collection bin is available for the purpose of collecting and recycling disposable plastic bags; and*

*(b) the retail establishment ensures all disposable plastic bags collected by the retail establishment are collected, transported and recycled, and not deposited within a solid waste disposal facility, except for disposable plastic bags that are not sufficiently free of foreign material to enter the recycling stream.*

**879.03 PENALTY.**

*Whoever violates any provision of this chapter shall be guilty of a minor misdemeanor. Each day’s continued violation shall constitute a separate offense.*

Section 2. All retail establishments within the City of North Royalton are hereby exempted from Cuyahoga County Ordinance No. O2019-0005, which creates a countywide disposable bag ban.

Section 4. Part 8 Business Regulation of the Codified Ordinances is hereby amended as provided for herein and all other provisions of Part 8 shall remain in full force and effect.

Section 6. 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 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.

NAYS:

AN ORDINANCE AMENDING THE ORIGINAL APPROPRIATION ORDINANCE 18-117 AS AMENDED BY ORDINANCES 19-37, 19-53, 19-60, 19-73 AND 19-82 FOR THE FISCAL YEAR ENDING DECEMBER 31, 2019 BY TRANSFERRING APPROPRIATIONS AND MAKING ADDITIONAL APPROPRIATIONS, AND DECLARING AN EMERGENCY

WHEREAS: Council wishes to amend the Original Appropriation Ordinance 18-117, as amended by Ordinances 19-37, 19-53, 19-60, 19-73 and 19-82 for the fiscal year ending December 31, 2019 by transferring and making additional appropriations and providing for transfers between funds.

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, 2019, 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	\$ 605,000.00	Operating
General Fund	EMS Levy Fund	1,520,000.00	Operating
General Fund	SCMR Fund	800,000.00	Operating
General Fund	City Income Tax Fund	40,000.00	Operating
General Fund	NOPEC Grant	25,200.00	Operating
General Fund	Enterprise Zone	16,400.00	Operating
General Fund	Police Pension Fund	370,000.00	Operating
General Fund	Fire Pension Fund	450,000.00	Operating
General Fund	General Bond Retirement Fund	450,000.00	Debt Service
NOPEC Grant Fund	Future Capital Improvement Fund	125,000.00	Repayment of Advance
YMCA Special Revenue Fund	General Bond Retirement Fund	321,921.00	Debt Service
Future Capital Improvement Fund	General Bond Retirement Fund	287,550.00	Debt Service
Future Capital Improvement Fund	NOPEC Grant Fund	115,000.00	Advance
Future Capital Improvement Fund	Fire Capital Improvement Fund	300,000.00	Advance
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
Issue 1 Sprague Road 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.

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

DATE PASSED: _____	DATE APPROVED: _____
--------------------	----------------------

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

Ordinance No. 19-111  
Exhibit A  
CITY OF NORTH ROYALTON  
2019 AMENDING BUDGET ORDINANCE

	Appropriations per Ord. 18-117	Prior Amendments Subtotal	Amendments this Ordinance	Total 2019 Appropriations
<b>GENERAL FUND</b>				
<b>POLICE DEPARTMENT</b>				
Personal Service	3,552,000.00	-	(50,000.00) A	3,502,000.00
Contractual Services	321,706.00	-	-	321,706.00
Supply & Materials	180,708.00	-	-	180,708.00
Capital Outlay	50,000.00	-	(21,726.00) C	28,274.00
Total Police Department	4,104,414.00	-	(71,726.00)	4,032,688.00
<b>ANIMAL CONTROL</b>				
Personal Service	126,900.00	-	17,000.00 A	143,900.00
Contractual Services	5,575.00	-	-	5,575.00
Supply & Materials	7,950.00	-	-	7,950.00
Capital Outlay	200.00	-	-	200.00
Total Animal Control Department	140,625.00	-	17,000.00	157,625.00
<b>FIRE DEPARTMENT</b>				
Personal Service	439,350.00	-	3,000.00 A	442,350.00
Contractual Services	280,400.00	8,000.00	-	288,400.00
Supply & Materials	110,700.00	-	-	110,700.00
Capital Outlay	-	-	-	-
Total Fire Department	830,450.00	8,000.00	3,000.00	841,450.00
<b>POLICE AND FIRE COMMUNICATIONS</b>				
Personal Service	213,400.00	-	5,000.00 A	218,400.00
Contractual Services	761,600.00	-	-	761,600.00
Capital Outlay	2,500.00	-	-	2,500.00
Total Police & Fire Comm	977,500.00	-	5,000.00	982,500.00
<b>STREET LIGHTING</b>				
Total Street Lighting	145,000.00	-	-	145,000.00
<b>SAFETY DIRECTOR</b>				
Personal Service	124,550.00	-	-	124,550.00
Contractual Services	6,950.00	-	-	6,950.00
Operating Supplies	6,300.00	-	-	6,300.00
Capital Outlay	1,500.00	-	-	1,500.00
Total Police & Fire Comm	139,300.00	-	-	139,300.00
<b>CEMETERY DEPARTMENT</b>				
Contractual Services	39,300.00	-	-	39,300.00
Supply & Materials	162,330.00	-	12,787.00 A	175,117.00
Capital Outlay	-	-	-	-
Total Cemetery Department	201,630.00	-	12,787.00	214,417.00
<b>PARKS &amp; RECREATION DEPARTMENT</b>				
Personal Service	498,900.00	-	30,000.00 A	528,900.00
Contractual Services	77,311.00	-	10,000.00 A	87,311.00
Supply & Materials	98,760.00	-	13,000.00 A	111,760.00
Capital Outlay	10,000.00	-	-	10,000.00
Total Parks & Recreation Department	684,971.00	-	53,000.00	737,971.00
<b>PLANNING COMMISSION</b>				
Personal Service	7,400.00	-	-	7,400.00
Contractual Services	6,475.00	-	1,300.00 A	7,775.00
Supply & Materials	550.00	-	-	550.00
Capital Outlay	-	-	-	-
Total Planning Commission	14,425.00	-	1,300.00	15,725.00
<b>BOARD OF ZONING</b>				
Personal Service	12,700.00	-	-	12,700.00
Contractual Services	2,500.00	-	-	2,500.00
Supply & Materials	700.00	-	-	700.00
Total Board of Zoning	15,900.00	-	-	15,900.00



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CITY OF NORTH ROYALTON  
2019 AMENDING BUDGET ORDINANCE

<b>BUILDING DEPARTMENT</b>					
Personal Service	598,600.00	-	20,000.00	A	618,600.00
Contractual Services	186,360.00	-	(27,000.00)	A	159,360.00
Supply & Materials	20,590.00	-	-		20,590.00
Capital Outlay	26,200.00	-	7,000.00	A	33,200.00
<b>Total Building Department</b>	<b>831,750.00</b>	<b>-</b>	<b>-</b>		<b>831,750.00</b>
<b>COMMUNITY DEVELOPMENT</b>					
Personal Service	150,263.00	-	2,000.00	A	152,263.00
Contractual Services	29,750.00	-	-		29,750.00
Supply & Materials	3,600.00	-	-		3,600.00
Capital Outlay	-	-	-		-
<b>Total Community Development</b>	<b>183,613.00</b>	<b>-</b>	<b>2,000.00</b>		<b>185,613.00</b>
<b>RUBBISH COLLECTION</b>					
Contractual Services	1,500,000.00	-	10,000.00	A	1,510,000.00
<b>Total Rubbish Collection</b>	<b>1,500,000.00</b>	<b>-</b>	<b>10,000.00</b>		<b>1,510,000.00</b>
<b>SERVICE BUILDING AND GROUNDS</b>					
Personal Service	-	-	-		-
Contractual Services	89,900.00	-	-		89,900.00
Supply & Materials	20,950.00	-	-		20,950.00
Capital Outlay	-	-	-		-
<b>Total Service Bldg. &amp; Grounds</b>	<b>110,850.00</b>	<b>-</b>	<b>-</b>		<b>110,850.00</b>
<b>MAYOR'S OFFICE</b>					
Personal Service	316,370.00	-	2,000.00	A	318,370.00
Contractual Services	36,450.00	-	-		36,450.00
Supply & Materials	2,450.00	-	-		2,450.00
Capital Outlay	2,200.00	-	-		2,200.00
<b>Total Mayor's Office</b>	<b>357,470.00</b>	<b>-</b>	<b>2,000.00</b>		<b>359,470.00</b>
<b>FINANCE DEPARTMENT</b>					
Personal Service	316,124.00	-	2,000.00	A	318,124.00
Contractual Services	125,000.00	-	(2,000.00)	A	123,000.00
Supply & Materials	3,000.00	-	-		3,000.00
Capital Outlay	5,000.00	-	-		5,000.00
<b>Total Finance Department</b>	<b>449,124.00</b>	<b>-</b>	<b>-</b>		<b>449,124.00</b>
<b>LEGAL ADMINISTRATION</b>					
Personal Service	376,250.00	-	-		376,250.00
Contractual Services	138,650.00	-	-		138,650.00
Supply & Materials	10,400.00	-	-		10,400.00
Capital Outlay	2,200.00	-	-		2,200.00
<b>Total Legal Administration</b>	<b>527,500.00</b>	<b>-</b>	<b>-</b>		<b>527,500.00</b>
<b>ENGINEERING DEPARTMENT</b>					
Personal Service	164,150.00	-	-		164,150.00
Contractual Services	155,600.00	-	-		155,600.00
Supply & Materials	1,200.00	-	-		1,200.00
Capital Outlay	500.00	-	-		500.00
<b>Total Engineering</b>	<b>321,450.00</b>	<b>-</b>	<b>-</b>		<b>321,450.00</b>
<b>LEGISLATIVE</b>					
Personal Service	316,720.00	-	(7,000.00)	A	309,720.00
Contractual Services	54,598.00	-	-		54,598.00
Supply & Materials	13,500.00	-	(10,000.00)	A	3,500.00
Capital Outlay	6,000.00	-	-		6,000.00
<b>Total Legislative Activity</b>	<b>390,818.00</b>	<b>-</b>	<b>(17,000.00)</b>		<b>373,818.00</b>
<b>MAYOR'S COURT</b>					
Personal Service	154,600.00	-	-		154,600.00
Contractual Services	69,175.00	13,000.00	-		82,175.00
Supply & Materials	1,600.00	-	-		1,600.00
<b>Total Mayor's Court</b>	<b>225,375.00</b>	<b>13,000.00</b>	<b>-</b>		<b>238,375.00</b>

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<b>CIVIL SERVICE</b>				
Personal Service	5,050.00	-	-	5,050.00
Contractual Services	35,100.00	-	(28,000.00) A	7,100.00
Supply & Materials	200.00	-	-	200.00
<b>Total Civil Service</b>	<b>40,350.00</b>	<b>-</b>	<b>(28,000.00)</b>	<b>12,350.00</b>
<b>CITY HALL BUILDING</b>				
Personal Service	110,650.00	-	2,000.00 A	112,650.00
Contractual Services	232,050.00	-	-	232,050.00
Supply & Materials	41,000.00	-	(14,500.00) A	26,500.00
Capital Outlay	30,000.00	-	-	30,000.00
<b>Total City Hall Building</b>	<b>413,700.00</b>	<b>-</b>	<b>(12,500.00)</b>	<b>401,200.00</b>
<b>OTHER GENERAL GOVERNMENT</b>				
Personal Services	20,000.00	-	-	20,000.00
Supply & Materials	250,000.00	-	(20,000.00) A	230,000.00
Transfers-Out	3,520,000.00	416,400.00	340,200.00 B	4,276,600.00
<b>Total - Other General Government</b>	<b>3,790,000.00</b>	<b>416,400.00</b>	<b>320,200.00</b>	<b>4,526,600.00</b>
<b>TOTAL - GENERAL FUND</b>	<b>16,396,215.00</b>	<b>437,400.00</b>	<b>297,061.00</b>	<b>17,130,676.00</b>
<b>DARE TRUST FUND #203</b>				
Personal Service	15,000.00	-	-	15,000.00
Supply & Materials	5,000.00	1,000.00	-	6,000.00
<b>Total - Enforcement &amp; Education</b>	<b>20,000.00</b>	<b>1,000.00</b>	<b>-</b>	<b>21,000.00</b>
<b>DRUG LAW ENFORCEMENT FUND #206</b>				
Supply & Materials	200.00	-	-	200.00
<b>Total - Drug Law Enforcement</b>	<b>200.00</b>	<b>-</b>	<b>-</b>	<b>200.00</b>
<b>POLICE FACILITY OPERATING FUND #207</b>				
Personal Service	887,700.00	-	55,000.00 A	942,700.00
Contractual Services	21,400.00	-	-	21,400.00
Supply & Materials	65,843.00	-	-	65,843.00
Capital Outlay	2,400.00	-	-	2,400.00
<b>Total - Police Facility Operating</b>	<b>977,343.00</b>	<b>-</b>	<b>55,000.00</b>	<b>1,032,343.00</b>
<b>LAW ENFORCEMENT TRUST FUND #208</b>				
Contractual Service	18,500.00	(17,000.00)	-	1,500.00
Supply & Materials	5,500.00	-	-	5,500.00
Capital Outlay	16,000.00	17,000.00	50,000.00 C	83,000.00
<b>Total - Law Enforcement Trust</b>	<b>40,000.00</b>	<b>-</b>	<b>50,000.00</b>	<b>90,000.00</b>
<b>EMERGENCY MEDICAL SERVICE LEVY FUND #209</b>				
Personal Service	2,800,000.00	-	40,000.00 A	2,840,000.00
Contractual Services	57,000.00	29,500.00	-	86,500.00
Supply & Materials	38,700.00	-	-	38,700.00
Capital Outlay	-	-	-	-
<b>MOTOR VEHICLE LICENSE FUND #210</b>				
Street Repair	225,000.00	-	-	225,000.00
<b>Total Motor Vehicle License Fund</b>	<b>225,000.00</b>	<b>-</b>	<b>-</b>	<b>225,000.00</b>

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STREET CONSTRUCTION, MAINTENANCE, & REPAIR FUND #211

Signals & Signs					
Contractual Services	75,000.00	-	(10,000.00)	D	65,000.00
Supply & Materials	30,000.00	-	(5,000.00)	D	25,000.00
	<u>105,000.00</u>	<u>-</u>	<u>(15,000.00)</u>		<u>90,000.00</u>
Street Reconstruction					
Contractual Service	90,000.00	-	(8,000.00)	D	82,000.00
Capital Outlay	1,000,000.00	1,580,000.00	(20,000.00)	D	2,560,000.00
	<u>1,090,000.00</u>	<u>1,580,000.00</u>	<u>(28,000.00)</u>		<u>2,642,000.00</u>
Street Construction, Maintenance & Repair					
Personal Service	1,840,950.00	-	(40,000.00)	D	1,800,950.00
Contractual Services	154,275.00	(11,500.00)	-		142,775.00
Supply & Materials	436,500.00	(50,000.00)	(35,000.00)	D	351,500.00
Capital Outlay	7,000.00	-	15,000.00	D	22,000.00
	<u>2,438,725.00</u>	<u>(61,500.00)</u>	<u>(60,000.00)</u>		<u>2,317,225.00</u>
Snow Removal					
Personal Service	111,350.00	-	-		111,350.00
Contractual Services	15,000.00	-	-		15,000.00
Supply & Materials	449,000.00	-	-		449,000.00
Capital Outlay	-	-	-		-
	<u>4,209,075.00</u>	<u>1,518,500.00</u>	<u>(103,000.00)</u>		<u>5,624,575.00</u>
STATE HIGHWAY FUND #212					
Traffic Signals & Marking					
Contractual Services	20,000.00	-	-		20,000.00
Street Maintenance & Repair					
Operating Supplies	30,000.00	-	-		30,000.00
Snow & Ice Removal					
Supply & Materials	50,000.00	-	-		50,000.00
Total State Highway Fund	<u>100,000.00</u>	<u>-</u>	<u>-</u>		<u>100,000.00</u>
CITY INCOME TAX FUND #213					
Contractual Services	450,000.00	-	75,000.00	B	525,000.00
Total City Income Tax Fund	<u>450,000.00</u>	<u>-</u>	<u>75,000.00</u>		<u>525,000.00</u>
POLICE LEVY FUND #215					
Personal Services	1,135,000.00	-	-		1,135,000.00
Contractual Services	-	5,000.00	-		5,000.00
Capital Outlay	204,700.00	450,000.00	21,726.00	C	676,426.00
Total - Police Levy Fund	<u>1,339,700.00</u>	<u>455,000.00</u>	<u>21,726.00</u>		<u>1,816,426.00</u>
FIRE LEVY FUND #216					
Personal Service	1,000,000.00	-	(35,000.00)	A	965,000.00
Capital Outlay	-	-	-		-
RECYCLING GRANT FUND #217					
Contractual Services	5,000.00	-	-		5,000.00
Supplies & Materials	-	-	-		-
Capital Outlay	-	-	-		-
Total Recycling Grant	<u>5,000.00</u>	<u>-</u>	<u>-</u>		<u>5,000.00</u>
FEMA Grant Fund #218					
Personal Services	122,300.00	-	-		122,300.00
Contractual Services	45,150.00	-	-		45,150.00
Supply & Materials	13,400.00	-	-		13,400.00
Capital Outlay	800.00	-	-		800.00
Total Office on Aging Fund	<u>181,650.00</u>	<u>-</u>	<u>-</u>		<u>181,650.00</u>
NOPEC GRANT FUND #221					
Contractual Services	-	500.00	-		500.00
Capital Outlay	-	111,000.00	-		111,000.00
Advance Out	-	-	125,000.00	B	125,000.00
Total Court Computer Fund	<u>-</u>	<u>111,500.00</u>	<u>125,000.00</u>		<u>236,500.00</u>

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<b>COURT COMPUTER FUND #236</b>					
Contractual Services	10,000.00	-	-		10,000.00
Operating Supplies	5,000.00	-	-		5,000.00
Capital Outlay	4,300.00	-	-		4,300.00
<b>Total Court Computer Fund</b>	<b>19,300.00</b>	<b>-</b>	<b>-</b>		<b>19,300.00</b>
<b>COMMUNITY DIVERSION PROGRAM FUND #237</b>					
Personal Services	7,000.00	(500.00)	-		6,500.00
Contractual Services	500.00	1,500.00	-		2,000.00
Operating Supplies	1,500.00	(1,000.00)	-		500.00
<b>Total Community Diversion</b>	<b>9,000.00</b>	<b>-</b>	<b>-</b>		<b>9,000.00</b>
<b>CEMETERY IMPROVEMENT &amp; MAINTENANCE FUND #238</b>					
Contractual Services	1,750.00	16,400.00	-		18,150.00
<b>Total Enterprise Zone Fund</b>	<b>1,750.00</b>	<b>16,400.00</b>	<b>-</b>		<b>18,150.00</b>
<b>YMCA SPECIAL REVENUE FUND #249</b>					
Contractual Services	-	-	125,130.00	G	125,130.00
Transfers-Out	520,725.00	(220,725.00)	21,921.00	G	321,921.00
<b>Total Enterprise Zone Fund</b>	<b>520,725.00</b>	<b>(220,725.00)</b>	<b>147,051.00</b>		<b>447,051.00</b>
<b>ACCRUED BALANCES FUND #260</b>					
Personal Service	175,000.00	-	40,000.00	A	215,000.00
<b>Total AB Fund</b>	<b>175,000.00</b>	<b>-</b>	<b>40,000.00</b>		<b>215,000.00</b>
<b>POLICE PENSION FUND #261</b>					
Personal Service	620,000.00	-	20,000.00	A	640,000.00
<b>Total Police Pension Fund</b>	<b>620,000.00</b>	<b>-</b>	<b>20,000.00</b>		<b>640,000.00</b>
<b>FIRE PENSION FUND #262</b>					
Personal Service	700,000.00	-	20,000.00	A	720,000.00
<b>Total Police Pension Fund</b>	<b>700,000.00</b>	<b>-</b>	<b>20,000.00</b>		<b>720,000.00</b>
<b>GENERAL BOND RETIREMENT FUND #321</b>					
Supply & Materials	10,000.00	-	15,000.00	G	25,000.00
Debt Service - Interest	615,000.00	-	(10,000.00)	G	605,000.00
Debt Service - Principal	1,448,000.00	-	(65,000.00)	G	1,383,000.00
<b>Total General Bond Retirement</b>	<b>2,073,000.00</b>	<b>-</b>	<b>(60,000.00)</b>		<b>2,013,000.00</b>
<b>SPECIAL ASSESSMENT FUND #341</b>					
Other	30,000.00	-	2,250.00	G	32,250.00
Debt Service	95,000.00	-	8,500.00	G	103,500.00
<b>Total Special Assessment Fund</b>	<b>125,000.00</b>	<b>-</b>	<b>10,750.00</b>		<b>135,750.00</b>
<b>SERVICE CAPITAL FUND #430</b>					
Capital Outlay	67,000.00	-	-		67,000.00
<b>Total Rec Capital Improvement</b>	<b>67,000.00</b>	<b>-</b>	<b>-</b>		<b>67,000.00</b>
<b>RECREATION CAPITAL IMPROVEMENT FUND #431</b>					
Recreation Capital Improvement					
Contractual Services	20,000.00	(20,000.00)	-		-
Capital Outlay	-	2,000.00	-		2,000.00
Advance-Out	-	-	45,000.00	B	45,000.00
<b>Total Rec Capital Improvement</b>	<b>20,000.00</b>	<b>(18,000.00)</b>	<b>45,000.00</b>		<b>47,000.00</b>
<b>FUTURE CAPITAL IMPROVEMENT FUND #432</b>					
Contractual Services	-	15,000.00	-		15,000.00
Capital Outlay	-	260,000.00	-		260,000.00
Advance Out	-	300,000.00	112,000.00	B	412,000.00
Transfers-Out	287,550.00	-	-		287,550.00
<b>Total Future Capital Improvement Fund</b>	<b>287,550.00</b>	<b>575,000.00</b>	<b>112,000.00</b>		<b>974,550.00</b>
<b>STORM AND SEWER DRAINAGE FUND #433</b>					
Contractual Services	80,000.00	-	-		80,000.00
Capital Outlay	-	208,100.00	(20,000.00)	H	188,100.00
Transfers-Out	314,750.00	-	-		314,750.00
<b>Total Storm &amp; Sewer Drainage</b>	<b>394,750.00</b>	<b>208,100.00</b>	<b>(20,000.00)</b>		<b>582,850.00</b>

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FIRE CAPITAL IMPROVEMENT FUND #434

Contractual Service	-	37,000.00	-	37,000.00
Operating Supplies	-	-	500.00	500.00
Capital Outlay	475,000.00	318,000.00	-	793,000.00
Debt Service	107,812.62	-	-	107,812.62
Transfer Out	150,950.00	-	-	150,950.00
<b>Total Fire Capital Improvement Fund</b>	<b>733,762.62</b>	<b>355,000.00</b>	<b>500.00</b>	<b>1,089,262.62</b>

ROUTE 82 WIDENING FUND #435

Capital Outlay	-	2,824,653.36	-	2,824,653.36
<b>Total YMCA Capital Imp Fund</b>	<b>-</b>	<b>2,824,653.36</b>	<b>-</b>	<b>2,824,653.36</b>

YMCA CAPITAL RESERVE FUND #437

Contractual Services	20,000.00	10,000.00	-	30,000.00
<b>Total YMCA Capital Imp Fund</b>	<b>20,000.00</b>	<b>10,000.00</b>	<b>-</b>	<b>30,000.00</b>

WATER MAIN FUND #445

Contractual Services	-	60,000.00	-	60,000.00
Capital Outlay	500,000.00	200,000.00	-	700,000.00
<b>Total Water Main Fund</b>	<b>500,000.00</b>	<b>260,000.00</b>	<b>-</b>	<b>760,000.00</b>

YORK ROAD RECONSTRUCTION #448

Transfer Out	17,887.00	-	-	17,887.00
<b>Total YMCA Capital Imp Fund</b>	<b>17,887.00</b>	<b>-</b>	<b>-</b>	<b>17,887.00</b>

ENERGY CONSERVATION PROJECT CAPITAL FUND #463

Capital Outlay	-	2,847,000.00	-	2,847,000.00
<b>Total Energy Conservation Project Capital Fund</b>	<b>-</b>	<b>2,847,000.00</b>	<b>-</b>	<b>2,847,000.00</b>

WASTEWATER TREATMENT FUND #551

Sanitary Sewer Treatment				
Personal Services	1,164,500.00	-	20,000.00	1,184,500.00
Contractual Services	2,201,450.00	-	(50,000.00)	2,151,450.00
Supply & Materials	343,750.00	-	48,000.00	391,750.00
Capital Outlay	289,000.00	-	2,000.00	291,000.00
	<b>3,998,700.00</b>	<b>-</b>	<b>20,000.00</b>	<b>4,018,700.00</b>
Compost Facility				
Contractual Services	28,800.00	-	(15,000.00)	13,800.00
Supply & Materials	200.00	-	(200.00)	-
	<b>29,000.00</b>	<b>-</b>	<b>(15,200.00)</b>	<b>13,800.00</b>
<b>Total Wastewater Treatment Fund</b>	<b>4,027,700.00</b>	<b>-</b>	<b>4,800.00</b>	<b>4,032,500.00</b>

WASTEWATER MAINTENANCE FUND #552

Storm Sewer & Drainage Maintenance				
Personal Service	469,900.00	-		469,900.00
Contractual Services	27,500.00	105,179.00	-	132,679.00
Supply & Materials	102,750.00	-	-	102,750.00
Capital Outlay	-	31,155.00	-	31,155.00
	<b>600,150.00</b>	<b>136,334.00</b>	<b>-</b>	<b>736,484.00</b>
Wastewater Maintenance				
Personal Service	825,850.00	-	20,000.00	845,850.00
Contractual Services	274,580.00	-	24,000.00	298,580.00
Supply & Materials	160,700.00	-	-	160,700.00
Debt Service	-	-	-	-
	<b>1,261,130.00</b>	<b>-</b>	<b>44,000.00</b>	<b>1,305,130.00</b>
<b>Total WW Maintenance Fund</b>	<b>1,861,280.00</b>	<b>136,334.00</b>	<b>44,000.00</b>	<b>2,041,614.00</b>

WASTEWATER DEBT SERVICE FUND #553

Debt Service	220,000.00	-	60,000.00	280,000.00
<b>Total WW Debt Service Fund</b>	<b>220,000.00</b>	<b>-</b>	<b>60,000.00</b>	<b>280,000.00</b>

WASTEWATER REPAIR AND REPLACEMENT FUND #555

Capital Outlay	112,000.00	140,000.00	-	252,000.00
<b>Total WW Repair &amp; Replacem't</b>	<b>112,000.00</b>	<b>140,000.00</b>	<b>-</b>	<b>252,000.00</b>

Ordinance No. 19-111  
Exhibit A

CITY OF NORTH ROYALTON  
2019 AMENDING BUDGET ORDINANCE

OHIO GOVERNMENT BENEFIT COOPERATIVE FUND #710				
Contractual Services	3,000,000.00	-	7,000,000.00	K 10,000,000.00
Total Improvement Holding Fund	3,000,000.00	-	7,000,000.00	10,000,000.00
IMPROVEMENT HOLDING FUND #763				
Refunds	30,000.00	-	-	30,000.00
Total Improvement Holding Fund	30,000.00	-	-	30,000.00
OHIO BOARD OF BUILDING STANDARDS FUND #764				
Other	15,000.00	-	-	15,000.00
Total OBBS Fund	15,000.00	-	-	15,000.00
BUILDING CONSTRUCTION BOND FUND #766				
Other	75,000.00	-	-	75,000.00
Total Bldg. Construction Bond	75,000.00	-	-	75,000.00
OFFICE ON AGING DEPOSITS FUND #768				
Other	3,000.00	-	-	3,000.00
Total Office on Aging Deposits	3,000.00	-	-	3,000.00
UNCLAIMED FUNDS #769				
Other	500.00	-	-	500.00
Total Unclaimed Funds	500.00	-	-	500.00
FUND TOTALS				
	43,469,087.62	9,686,662.36	7,949,888.00	61,105,637.98

AN ORDINANCE AUTHORIZING THE MAYOR AND COMMUNITY DEVELOPMENT DIRECTOR TO ADVERTISE FOR BIDS FOR THE SALE OF PPN 483-23-011 PURSUANT TO THE AUTHORITY OF OHIO REVISED CODE CHAPTER 721, AND DECLARING AN EMERGENCY

- WHEREAS: Municipal corporations have special power to sell real estate belonging to the municipal corporation when such real estate is no longer needed for any municipal purpose. Such power shall be exercised in the manner provided by ORC Chapter 721; and
- WHEREAS: A contract for the sale of real estate belonging to a municipal corporation shall be made only as authorized by ordinance, approved by a two-thirds vote of the members of the legislative authority of such municipal corporation and only with the highest bidder, after advertisement once a week for five consecutive weeks in a newspaper of general circulation within the municipal corporation; and
- WHEREAS: Council has determined that PPN 483-23-011 is no longer needed for any municipal purpose and desires to authorize the Mayor and Community Development Director to advertise for bids for the sale of said parcel.

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

- Section 1. Council hereby authorizes the Mayor and the Community Development Director to advertise for bids for the sale of PPN 483-23-011 to the highest bidder in accordance with the statutory provisions that govern the sale of real estate owned by municipal corporations.
- 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 authorize the Mayor and the Community Development Director to advertise for bids for the sale of PPN 483-23-011 to the highest bidder in accordance with the statutory provisions that govern the sale of real estate owned by municipal corporations.

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:

## **LEGAL DESCRIPTION**

2019009 DE-03

12,8133 Acres

Parcel 2

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being a part of Original Royalton township section No. 3, also being lands conveyed to The City of North Royalton as recorded in Deed Volume 91-3632, Page 34 of the Cuyahoga County Recorder's Office, further described as follows;

Commencing at a 1-inch iron rod in ODOT monument box assembly, located at station 307+14.30 in the centerline of Royalton Road, State Route 83 (variable width), as shown on Centerline Plat CUY-82,4.83; thence Southeasterly along the centerline of said SR-83 and along an arch of a curve deflecting to the right a distance of 3.77 feet to a point, said curve having a radius of 1910.04 feet and a chord distance of 3.77 feet that bears South 85°28'45" East; thence South 00°49'48" East, a distance of 40.18 feet to an iron pin set on a Southerly line of said SR-83; thence continuing South 00°49'48" East, along an Easterly line of land now or formerly owned by Richard Carlson, et.al. (PPN 483-23-003) by deed as recorded in Deed Volume 94-11682, Page 32 of the Cuyahoga County Recorder's Office, a distance of 1806.42 feet to an iron pin set, said pin also being known as the Principle Place of Beginning of the parcel herein described;

Course No. 1: Thence North 87°58'10" East along a new dividing line and a Southerly line of land now or formerly owned by North Royalton Storage, LLC (PP 483-22-004) by deed, as recorded in AFN 201508130664 of the Cuyahoga County Recorder's Office and a Southerly line of land now or formerly owned by 10583/10655 Royalton Road LLC (PPN 483-23-009) by deed, as recorded in AFN 201410300548 of the Cuyahoga County Recorder's Office, a distance of 770.80 feet to an iron pin set at a Southwesterly corner of said 10583/10655 Royalton Road LLC land;

Course No. 2: Thence South 01°01'21" East along a Westerly line of said 10583/10655 Royalton Road LLC land, a distance of 680.80 feet to a 5/8-inch iron found (South-0.20 feet) (West-0.20 feet) at a Southwesterly corner of said 10583/10655 Royalton Road LLC land and on a Northerly line of lands now or formerly owned by Enzo Maddalena Jr. Trustee (PPN 483-23-008) by deed, as recorded in AFN 200904240270 of the Cuyahoga County Recorder's Office;

Course No. 3: Thence South 89°29'40" West along a Northerly line of said Enzo Maddalena Jr. Trustee land, a distance of 47.77 feet to a 5/8-inch iron found (South-0.43 feet) at a Northwesterly corner of said Enzo Maddalena Jr. Trustee land;

Course No. 4: Thence South 00°52'10" East along a Westerly line of said Enzo Maddalena Jr. Trustee land, a distance of 172.00 feet to a 5/8-inch capped iron pin (#7513) found at a Southwesterly corner of said Enzo Maddalena Jr. Trustee land;

Course No. 5: Thence South 89°29'40" West along a Northerly line of said Enzo Maddalena Jr. Trustee land, and a Northerly line of land now or formerly owned by Edsel P & Suzan J. Medina (PPN 483-23-006) by deed, as recorded in AFN 201506170522 of the Cuyahoga County Recorder's Office, and a Northerly line of land now or formerly owned by Enzo Maddalena Sr. (Trust) (PPN 483-23-004) by deed, as recorded in AFN 201702060394 of the Cuyahoga County Recorder's Office, a distance of 248.68 feet to a 5/8-inch capped iron pin (#7513) on an Easterly line of lands now or formerly owned by Lucilla Z. Manica (PPN 483-23-006) by deed, as recorded in AFN 201404150401 of the Cuyahoga County Recorder's Office;

Course No. 6: Thence North 01°04'48" West along an Easterly line of said Lucilla Z. Manica land, a distance of 171.47 feet to an iron pin set at a Northeasterly corner of said Lucilla Z. Manica land;



**Course No. 7:** Thence South  $89^{\circ}29'40''$  West along a Northerly line of said Lucilla Z. Manica land, a distance of **463.94 feet** to a 1.25-inch iron pin found (South-2.75 feet) (West-1.60 feet) on an Easterly line of land now or formerly owned by Richard Carlson, et.al. (PPN 483-23-003) by deed as recorded in Deed Volume 94-11682, Page 32 of the Cuyahoga County Recorder's Office;

**Course No. 8:** Thence North  $02^{\circ}32'50''$  West along an Easterly line of said Richard Carlson, et.al. land, a distance of **402.27 feet** to a 1-inch iron pin found on an Easterly line of said Richard Carlson, et.al. land;

**Course No. 9:** Thence North  $00^{\circ}49'48''$  West continuing along an Easterly line of said Richard Carlson, et.al. land, a distance of **258.78 feet** to the **Principal Place of Beginning**. Containing within said bounds **12.8133 acres** (558,149 square feet) of land, according to a survey by Daniel P. Engle, Ohio P.S. 8452 for Engle, Trotter & Associates in February 2019, being the same more or less and subject to all legal highways and easements.

The basis of bearing for this survey is State Plane Coordinate System NAD 83 Zone Ohio North, established by O.D.O.T. VRS observed in February 2019. Bearings, as shown, are used to describe angular measurements only.

All pins set are 5/8-inch by 30-inch steel pin with cap "Engle 8452"

The above described Parcel 2 is subject to the use of an "Access and Utility Easement" within adjacent Parcel 1.

## LEGAL DESCRIPTION

2019009 DE-04

1.6549 Acres

Access and Utility Easement

Situated in the City of North Royalton, County of Cuyahoga and State of Ohio and known as being a part of Original Royalton township section No. 3, also being lands conveyed to The City of North Royalton as recorded in Deed Volume 91-3632, Page 34 of the Cuyahoga County Recorder's Office, further described as follows;

Commencing at a 1-inch iron rod in ODOT monument box assembly, located at station 307+14.30 in the centerline of Royalton Road, State Route 83 (variable width), as shown on Centerline Plat CUY-82.4.83; thence Southeasterly along the centerline of said SR-83 and along an arch of a curve deflecting to the right a distance of 3.77 feet to a point, said curve having a radius of 1910.04 feet and a chord distance of 3.77 feet that bears South 85°28'45" East; thence South 00°49'48" East, a distance of 40.18 feet to an iron pin set on a Southerly line of said SR-83; thence Southeasterly along said Southerly line of SR-83 and along an arch of a curve deflecting to the right a distance of 189.32 feet to point on said Southerly line of SR-83, said curve having a radius of 1870.04 feet and a chord distance of 189.24 feet that bears South 82°24'23" East; said point also being known as the Principle Place of Beginning of the easement herein described;

Course No. 1: Thence continuing Southeasterly along said Southerly line of SR-83 and along an arch of a curve deflecting to the right a distance of 40.11 feet to a point on said Southerly line of SR-83, said curve having a radius of 1870.04 feet and a chord distance of 40.11 feet that bears South 78°53'30" East;

Course No. 2: Thence South 06°48'32" West, a distance of 405.43 feet to a point;

Course No. 3: Thence South 21°44'58" West, a distance of 319.17 feet to a point;

Course No. 4: Thence South 00°49'48" East, a distance of 1072.82 feet to a point, on a Northerly line of Parcel 2;

Course No. 5: Thence South 87°58'10" West, along said Northerly line of Parcel 2, a distance of 40.01 feet to a point;

Course No. 6: Thence North 00°49'48" West, a distance of 1081.64 feet to a point;

Course No. 7: Thence North 21°44'58" East, a distance of 321.91 feet to a point;

Course No. 8: Thence North 06°48'32" East, a distance of 403.19 feet to the Principal Place of Beginning. Containing within said bounds 1.6549 acres (72,086 square feet) of land, according to a survey by Daniel P. Engle, Ohio P.S. 8452 for Engle, Trotter & Associates in February 2019, being the same more or less and subject to all legal highways and easements.

The basis of bearing for this survey is State Plane Coordinate System NAD 83 Zone Ohio North, established by O.D.O.T. VRS observed in February 2019. Bearings, as shown, are used to describe angular measurements only.

A RESOLUTION REQUESTING CUYAHOGA COUNTY TO PROCEED WITH THE RECONSTRUCTION AND WIDENING OF SPRAGUE ROAD FROM WEBSTER ROAD TO YORK ROAD RESOLVING TO PAY ONE HUNDRED PERCENT (100%) OF THE DESIGN ENGINEERING, CONSTRUCTION AND CONSTRUCTION SUPERVISION COSTS FOR THE NON-OPWC SHARE OF THE SANITARY SEWER AND THE PORTIONS OF THE WATERLINE NOT IMPACTED BY THE ROADWAY WIDENING WITHIN THE CITY OF NORTH ROYALTON, AND DECLARING AN EMERGENCY

WHEREAS: Reconstruction and widening of Sprague Road from Webster Road to York Road in the Cities of Middleburg Heights, North Royalton, Parma and Strongsville is being financed by OPWC, Cuyahoga County, Cities of Middleburg Heights, North Royalton, Parma and Strongsville; and

WHEREAS: The Agreement between Cuyahoga County and the City of North Royalton states that if the COUNTY is formally requested by the MUNICIPALITY through a Municipal Resolution to include the construction of sanitary sewers, waterlines, area sewers (drainage of area surrounding the improvement), alternate bid item, or other items in the improvement that are in addition to those now existing and not provided for elsewhere in this agreement, the COUNTY will do so, provided that this construction meets with the approval of the COUNTY and the MUNICIPALITY involved in this improvement; and that the MUNICIPALITY agrees to pay, or make arrangements for the payment of, the cost of said additional construction and the cost of preliminary and design engineering, and construction supervision of said additional work.

WHEREAS: By this resolution, Cuyahoga County is formally requested to include the design, construction and construction inspection costs for the sanitary sewer and the portions of the waterline not impacted by the roadway widening within the City of North Royalton, which are not provided for elsewhere and are a replacement of and/or an addition and/or repair to that which now exists.

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

Section 1. Cuyahoga County is hereby requested to include the design, construction and construction supervision costs for the non-OPWC share of the sanitary sewer and the portions of the waterline not impacted by the roadway widening within the City of North Royalton, which are not provided for elsewhere and are a replacement of and/or an addition and/or a repair to that which now exists, in the plans and specifications for the reconstruction and widening of Sprague Road from Webster Road to York Road in the Cities of North Royalton, North Royalton, Parma and Strongsville.

Section 2. The City of North Royalton agrees to assume one hundred percent (100%) of the non-OPWC share of the design engineering, construction and construction supervision costs of any expenses incurred by Cuyahoga County for the items specified, in the subject improvement.

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 necessary for the immediate preservation of the public peace, health and safety. Such necessity exists by reason of the fact that in order for plans for the reconstruction and widening of Sprague Road from Webster Road to York Road in the Cities of Middleburg Heights, North Royalton, Parma and Strongsville to be approved by Cuyahoga County and said project bid, request to include the sanitary sewer.

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.

_____	APPROVED: _____
PRESIDENT OF COUNCIL	MAYOR

DATE PASSED: _____	DATE APPROVED: _____
--------------------	----------------------

ATTEST: \_\_\_\_\_  
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 19-114

INTRODUCED BY: Mayor Stefanik

AN ORDINANCE ESTABLISHING RATES OF COMPENSATION FOR THE CITY OF NORTH  
ROYALTON NON-UNION EMPLOYEES DURING CALENDAR YEAR 2020, AND  
DECLARING AN EMERGENCY

**WHEREAS:** The Administration has established new rates of compensation for non-union employees not covered by collective bargaining agreements; and

WHEREAS: Council desires to approve these new rates of compensation.

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

Section 1. All officers and employees occupying the classifications (job titles) listed in Exhibit A shall receive compensation payments in accordance with the hourly rates of pay as specified in Exhibit A beginning January 1, 2020.

**Section 2.** In the event an employee is promoted from one job title to a higher rated job title, the employee shall be paid the rate of pay that is next greater than the rate of pay being received by the employee prior to promotion. The employee will then advance through the various pay raises for the job, if any, on an annual basis.

**Section 3.** Any employee whose employment is terminated, and who is later rehired shall be paid at the "beginning" as though they are a new employee, unless otherwise classified by the department head, with the exception of the part-time Recreation Department employees. Council provides that wage increases for part-time Recreation Department employees who are rehired for consecutive years shall take effect on the anniversary date of employment.

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 fitting and proper to increase the compensation of the effected 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**  
**Non-Union Wage Schedule**

<b><u>Classification (Job Title)</u></b>	<b>2020</b>		
	<b>Entry</b>	<b>2nd Year</b>	<b>3rd Year</b>
<b><u>Architectural Review Board</u></b>			
Secretary (part-time)	\$ 17.69	\$ 18.50	\$ 19.27
<b><u>Board of Zoning Appeals</u></b>			
Secretary	\$ 17.69	\$ 18.50	\$ 19.27
<b><u>Building Department</u></b>			
Building Commissioner	\$ 42.39		\$ 49.45
Office Manager	\$ 25.30	\$ -	\$ 28.42
Inspector - Part-Time	\$ 30.24		
Building Official (part-time)	\$ 47.33		
<b><u>City Hall</u></b>			
Clerical III Floater (part-time)	\$ 20.32	\$ 21.23	\$ 22.04
<b><u>Council Office</u></b>			
Confidential Secretary	\$ 21.35	\$ 24.21	\$ 25.30
Administrative Secretary IV	\$ 22.44	\$ 23.32	\$ 24.21
Recording Secretary (part-time)	\$ 17.69	\$ 18.50	\$ 19.27
<b><u>Finance Department</u></b>			
Accounting Administrator	\$ 23.68	\$ 24.86	\$ 26.08
Payroll and Accounting Administrator	\$ 23.38	\$ 24.56	\$ 25.78
<b><u>Fire Department</u></b>			
Fire Safety Inspector (part-time)	\$ 26.27		
Summer Help Laborer (part-time)	\$ 12.34		
<b><u>Law Department</u></b>			
Assistant Law Director	\$ 47.42	<i>not to exceed</i>	\$ 55.33
Human Resources Specialist/Civil Service (part-time)	\$ 27.96	\$ -	\$ 31.17
Confidential Secretary- (part time)	\$ 21.35	\$ 24.21	\$ 25.42
<b><u>Mayor's Office</u></b>			
Executive Assistant/Civil Service Secretary	\$ 24.21		\$ 26.72
Deputy Clerk of Court	\$ 21.35	\$ 24.21	\$ 25.30
Confidential Secretary	\$ 21.35	\$ 24.21	\$ 25.30
Administrative Secretary IV	\$ 22.44	\$ 23.32	\$ 24.21
Clerical III	\$ 20.32	\$ 21.23	\$ 22.03
Clerical II	\$ 18.46	\$ 19.34	\$ 20.18
Clerical I	\$ 16.31	\$ 17.19	\$ 18.06
Custodial (part-time)	\$ 19.20		
Clerk of Court	\$ 25.30		\$ 28.42

**CITY OF NORTH ROYALTON**  
**Non-Union Wage Schedule**

<b><u>Classification (Job Title)</u></b>	<b>2020</b>		
	<b>Entry</b>	<b>2nd Year</b>	<b>3rd Year</b>
<b><u>Office on Aging</u></b>			
Director (part time)	\$ 29.86	not to exceed	\$ 35.20
Senior Center Manager/Outreach Specialist	\$ 21.06	\$ 23.57	\$ 25.62
Bus Driver (part-time)	\$ 11.91	\$ 12.39	\$ 12.91
<b><u>Police/Fire Department</u></b>			
Confidential Secretary	\$ 21.35	\$ 24.21	\$ 25.30
IT Systems Administrator/LAN Manager	\$ 42.39	not to exceed	\$ 49.45
<b><u>Recreation Department</u></b>			
Summer Help Laborer (part-time)	\$ 12.34		
Laborer (part-time)	\$ 13.39	\$ 13.91	\$ 14.39
Tractor/Truck Operator (part-time)	\$ 15.92		
<b><u>Service Department</u></b>			
Service Superintendent	\$ 42.39	<i>not to exceed</i>	\$ 49.45
Stormwater Superintendent	\$ 42.39	<i>not to exceed</i>	\$ 49.45
Summer Help Laborer (part-time)	\$ 12.34		
Laborer (part-time)	\$ 15.22		
<b><u>Wastewater Department</u></b>			
Assistant Superintendent - Operations	\$ 42.39	<i>not to exceed</i>	\$ 49.45
Assistant Superintendent - Maintenance	\$ 42.39	<i>not to exceed</i>	\$ 49.45
Project Manager, temporary part time	\$ 42.66	<i>not to exceed</i>	\$ 47.99
<b><u>Miscellaneous</u></b>			
Clerical I (part-time)	\$ 16.31		
Laborer (part-time/city-wide)	\$ 13.39		
Summer Help Laborer (city wide)	\$ 12.34		
Casual Help	\$ 9.84		

ORDINANCE NO. 19-115

INTRODUCED BY: Marnecheck, Nickell, Kasaris

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A LAND LEASE AGREEMENT AND A MEMORANDUM LEASE AGREEMENT WITH CELLCO PARTNERSHIP, DBA VERIZON WIRELESS GRANTING THE RIGHT TO INSTALL, MAINTAIN AND OPERATE COMMUNICATIONS EQUIPMENT ON CITY OWNED PROPERTY PPN 481-07-026, AND DECLARING AN EMERGENCY

**WHEREAS:** The City of North Royalton desires to enter into an agreement with Celco Partnership, dba Verizon Wireless granting the right to install, maintain and operate communications equipment on city owned property PPN 481-07-026; and

**WHEREAS:** Council desires to authorize the Mayor to enter into a Lease Agreement and a Memorandum Lease Agreement with Cellco Partnership, dba Verizon Wireless.

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

Section 1. Council hereby authorizes the Mayor to enter into a Lease Agreement and Memorandum Lease Agreement with Cellco Partnership, dba Verizon Wireless 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. 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 provide for increased cellular communication capacity in an underserved area of the community.

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:**



Prepared by and Upon Recording, Return to:

Sittig Cortese LLC  
Joseph A. Cortese, Esquire  
437 Grant Street  
Suite 1500  
Pittsburgh, PA 15219

STATE OF OHIO )  
 )  
COUNTY OF CUYAHOGA )

### **MEMORANDUM OF LAND LEASE AGREEMENT**

This Memorandum of Land Lease Agreement is dated this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, (date of first signature) and made effective this \_\_\_\_ day of \_\_\_\_\_, 201\_\_ (date of last signature) between the City of North Royalton, with its principal offices located at 14600 State Road, North Royalton, Ohio 44135, hereinafter referred to as “LESSOR”, and Cellco Partnership d/b/a Verizon Wireless, with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920, hereinafter referred to as “LESSEE”. LESSOR and LESSEE are at times collectively referred to hereinafter as the “Parties” or individually as the “Party”.

1. LESSOR and LESSEE entered into a Land Lease Agreement (the "Agreement") on \_\_\_\_\_, 201\_\_ for an initial term of five (5) years, commencing on the Commencement Date. The Agreement shall automatically be extended for four (4) additional five (5) year terms unless the LESSEE terminates it at the end of the then current term by giving the LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term.
2. LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment upon the Premises (as hereinafter defined), which are part of that real property owned, leased or controlled by LESSOR situate in North Royalton, Cuyahoga County, Ohio (the "Property"). The Property is shown on the Tax Map of Cuyahoga County as a portion of Parcel Number 481-07-026 and part of the real property described in Deed Book 90-1741 at Page 37. The Premises are a portion of the Property and is shown on Exhibit "A" attached hereto and made a part hereof. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a right-of-way ("Easement"), also shown on Exhibit "A". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event that it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with laws.
3. The Commencement Date of the Agreement, of which this is a Memorandum, shall be the first (1<sup>st</sup>) day of the month after LESSEE begins installation of LESSEE's communications equipment.
4. LESSEE has the right of first refusal to purchase the Premises during the initial term and all renewal terms of the Agreement.
5. The terms, covenants and provisions of the Agreement, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of LESSOR and LESSEE.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, hereunto and to a duplicate hereof, LESSOR and LESSEE have caused this Memorandum to be duly executed on the date first written hereinabove.

**LESSOR:**

**City of North Royalton**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LESSEE:**

**Cellco Partnership d/b/a Verizon Wireless**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF OHIO

)

)

COUNTY OF CUYAHOGA

)

**ACKNOWLEDGEMENT**

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is the \_\_\_\_\_, of the City of North Royalton, and that **he/she**, as \_\_\_\_\_, being authorized to do so, executed the foregoing **MEMORANDUM OF LAND LEASE AGREEMENT** on behalf of the City of North Royalton.

WITNESS my hand and official Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

STATE OF OHIO

)

)

COUNTY OF DELAWARE

)

**ACKNOWLEDGMENT**

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that Michael Russo personally came before me this day and acknowledged that he is the \_\_\_\_\_, of Cellco Partnership d/b/a Verizon Wireless, and that he, as \_\_\_\_\_, being authorized to do so, executed the foregoing **MEMORANDUM OF LAND LEASE AGREEMENT** on behalf of Cellco Partnership d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

## **EXHIBIT A**

**Parcel Number: 481-07-026**

### **LAND SPACE (0.057 ACRE TRACT)**

Situated in the State of Ohio, County of Cuyahoga, and City of North Royalton, and knows as being part of Original Royalton Township Section No. 1, and being part of a 5.57 acre tract (per Auditor's record) conveyed to City of North Royalton, as recorded in Deed Books Volume 10959, Page 39, Volume 11103, Page 717, and Volume 90-1741, Page 37, all records being record of Cuyahoga County Recorder's Office, Ohio, and being more particularly described as follows:

Commencing for reference at a point in the centerline of W. Sprague Road (60 ft in width), said point also being a northwest corner of said 5.57 acre tract, thence N 89°16'31" E, along the centerline of W. Sprague Road and the north line of said 5.57 acre tract, a distance of 3.84 feet to a point;

Thence S 00°10'07" W, crossing over said 5.57 acre tract, a distance of 547.79 feet to a point;

Thence N 89°49'53" W, a distance of 20.01 feet to a point;

Thence S 00°00'00" E, a distance of 18.00 feet to an iron pin set, said iron pin set being the TRUE POINT OF BEGINNING;

Thence S 00°00'00" E, a distance of 50.00 feet to an iron pin set;

Thence N 90°00'00" W, a distance of 50.00 feet to an iron pin set;

Thence N 00°00'00" E, a distance of 50.00 feet to an iron pin set;

Thence N 90°00'00" E, a distance of 50.00 feet to the TRUE POINT OF BEGINNING, having an area of 2500.00 Square Feet or 0.057 Acres, more or less, subject to all rights of way, easements, and restrictions of record.

### **ACCESS AND UTILITY RIGHT OF WAY (0.438 ACRE TRACT)**

Situated in the State of Ohio, County of Cuyahoga, and City of North Royalton, and knows as being part of Original Royalton Township Section No. 1, and being part of a 5.57 acre tract (per Auditor's record) conveyed to City of North Royalton, as recorded in Deed Books Volume 10959, Page 39, Volume 11103, Page 717, and Volume 90-1741, Page 37, all records being

record of Cuyahoga County Recorder's Office, Ohio, and being more particularly described as follows:

Commencing for reference at a point in the centerline of W. Sprague Road (60 ft in width), said point also being a northwest corner of said 5.57 acre tract, thence N 89°16'31" E, along the centerline of W. Sprague Road and the north line of said 5.57 acre tract, a distance of 3.84 feet to a point, said point being the TRUE POINT OF BEGINNING;

Thence N 89°16'31" E, along the centerline of W. Sprague Road and the north line of said 5.57 acre tract, a distance of 30.00 feet to a point;

Thence S 00°10'07" W, crossing over said 5.57 acre tract, a distance of 601.11 feet to a point;

Thence N 90°00'00" W, a distance of 49.86 feet to a point in the east line of the Land Space;

Thence N 00°00'00" E, partially along the east line of the Land Space, a distance of 53.00 feet to a point;

Thence S 89°49'53" E, a distance of 20.01 feet to a point;

Thence N 00°10'07" E, a distance of 547.79 feet to the TRUE POINT OF BEGINNING, having an area of 19083.44 Square Feet or 0.438 Acres, more or less, subject to all rights of way, easements, and restrictions of record.

SITE NAME: North Royalton Sprague  
SITE NUMBER: CLEV-503/ Location Code 443064  
ATTY/DATE: JAC/ 5-23-19

#### LAND LEASE AGREEMENT

This Land Lease Agreement (the "Agreement") made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the City of North Royalton, with its principal offices located at 14600 State Road, North Royalton, Ohio 44135, hereinafter designated LESSOR and Cellco Partnership d/b/a Verizon Wireless with its principal offices at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party."

#### WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. GRANT. In accordance with this Agreement, LESSOR hereby grants to LESSEE the right to install, maintain and operate communications equipment ("Use") upon the Premises (as hereinafter defined), which are a part of that real property owned, leased or controlled by LESSOR at 11355 Sprague Road, North Royalton, Ohio 44133 (the "Property"). The Property is legally described on Exhibit "A" attached hereto and made a part hereof. The Premises are a portion of the Property and are approximately 2,500 square feet, and are shown in detail on Exhibit "B" attached hereto and made a part hereof. LESSEE may survey the Premises. Upon completion, the survey shall replace Exhibit "B" in its entirety.

2. INITIAL TERM. This Agreement shall be effective as of the date of execution by both Parties ("Effective Date"). The initial term of the Agreement shall be for 5 years beginning on the first day of the month following the Commencement Date (as hereinafter defined). The "Commencement Date" shall be the first day of the month after LESSEE begins installation of LESSEE's communications equipment.

3. EXTENSIONS. This Agreement shall automatically be extended for 4 additional 5 year terms ("Renewal Term") unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least 3 months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".

4. RENTAL.

(a). Rental payments shall begin on the Commencement Date and be due at a total annual rental of Eighteen Thousand and 00/100 Dollars (\$18,000.00), to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR at 14600 State Road, North Royalton, Ohio 44133 Attention: Finance Department. LESSOR and LESSEE acknowledge and agree that the initial rental payment shall not be delivered by LESSEE until 60 days after the Commencement Date. Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

(b). For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE (i) a completed, current version of



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Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. .

(c). RENTAL INCREASE. Annual rental for each additional five (5) year term shall be equal to one hundred five percent (105%) of the annual rental payable with respect to the immediately preceding five (5) year term.

5. ACCESS. LESSEE shall have the non-exclusive right of ingress and egress from a public right-of-way, 7 days a week, 24 hours a day, over the Property to and from the Premises for the purpose of installation, operation and maintenance of LESSEE's communications equipment over or along a forty (40') foot wide right-of-way ("Easement"), which shall be depicted on Exhibit "B". LESSEE may use the Easement for the installation, operation and maintenance of wires, cables, conduits and pipes for all necessary electrical, telephone, fiber and other similar support services. In the event it is necessary, LESSOR agrees to grant LESSEE or the provider the right to install such services on, through, over and/or under the Property, provided the location of such services shall be reasonably approved by LESSOR. LESSEE shall not be allowed to access LESSOR's secured area. Notwithstanding anything to the contrary, the Premises shall include such additional space sufficient for LESSEE's radio frequency signage and/or barricades as are necessary to ensure LESSEE's compliance with Laws (as defined in Paragraph 27).

6. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in its "AS/IS" condition . LESSOR represents and warrants to LESSEE that as of the Effective Date, the Premises (a) in compliance with all Laws; and (b) in compliance with all EH&S Laws (as defined in Paragraph 24).

7. IMPROVEMENTS. The communications equipment including, without limitation, the tower structure, antennas, conduits, fencing and other screening, and other improvements shall be at LESSEE's expense and installation shall be as required by LESSOR. LESSEE shall have the right to replace, repair, add or otherwise modify its communications equipment, tower structure, antennas, conduits, fencing and other screening, or other improvements or any portion thereof and the frequencies over which the communications equipment operates, whether or not any of the communications equipment, antennas, conduits or other improvements are listed on any exhibit, with the consent of LESSOR.

8. GOVERNMENT APPROVALS. LESSEE's Use is contingent upon LESSEE obtaining all of the certificates, permits and other approvals (collectively the "Government Approvals") that may be required by any Federal, State or Local authorities (collectively, the "Government Entities") as well as a satisfactory soil boring test, environmental studies, or any other due diligence LESSEE chooses that will permit LESSEE's Use. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals within the limitations of its own obligations to enforce its own ordinances and shall take no action which would adversely affect the status of the Property with respect to LESSEE's Use. LESSEE's use shall be subordinate to LESSOR's use.

9. TERMINATION. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR in the event that (i) any applications for such Government Approvals should be finally rejected; (ii) any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (iii) LESSEE determines that such Government Approvals may not be obtained in a timely manner; (iv) LESSEE determines any structural analysis is unsatisfactory; (v) LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (vi) with 3 months prior notice to LESSOR, upon the annual anniversary of the

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Commencement Date; or (vii) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion. In the event LESSEE should terminate the Agreement during the Initial Term or any Renewal Term pursuant to Paragraph 9(v), (vi) or (vii), LESSEE shall remain obligated to pay LESSOR Rent for the remainder of such Term.

10. INDEMNIFICATION. Subject to Paragraph 11, LESSEE shall indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of the other Party, or its employees, contractors or agents. The LESSOR will provide the LESSEE with prompt, written notice of any claim covered by this indemnification; provided that any failure of the LESSOR to provide any such notice, or to provide it promptly, shall not relieve the LESSEE from its indemnification obligation in respect of such claim, except to the extent the LESSEE can establish actual prejudice and direct damages as a result thereof. The LESSOR will cooperate appropriately with the LESSEE in connection with the LESSEE'S defense of such claim. The LESSEE shall defend any LESSOR, at the LESSOR's request, against any claim with counsel reasonably satisfactory to the LESSOR. The LESSEE shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of LESSOR and without an unconditional release of all claims by each claimant or plaintiff in favor of LESSOR.

11. INSURANCE.

LESSEE agrees that at its own cost and expense, it will maintain commercial general liability insurance with limits of \$4,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property.

The Parties agree to include the other Party as an additional insured as their interest may appear under this Agreement.

12. LIMITATION OF LIABILITY. Except for indemnification pursuant to Paragraphs 10 and 24, a violation of Paragraph 29, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, or employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

13. INTERFERENCE.

(a). LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's property, performance, or equipment. LESSOR agrees that LESSOR and other occupants of the Property will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE, except to comply with LESSOR's primary use of the Premises – operation as a waste water facility.

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(b). Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 8 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at (800) 224-6620/(800) 621-2622) or to LESSOR at ( ), the interfering party shall or shall require any other user to reduce power or cease operations of the interfering equipment until the interference is cured.

Commented [BL1]: Emailed Attorney Kelly

(c). The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

14. REMOVAL AT END OF TERM. Upon expiration or within 90 days of earlier termination, LESSEE shall remove LESSEE's Communications Equipment (including footings up to 3 feet (3') below grade) and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

15. HOLDOVER. If upon expiration of the Term the Parties are negotiating a new lease or a lease extension, then this Agreement shall continue during such negotiations on a month to month basis at the rental in effect as of the date of the expiration of the Term. In the event that the Parties are not in the process of negotiating a new lease or lease extension and LESSEE holds over after the expiration or earlier termination of the Term, then LESSEE shall pay rent at double the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until the removal of the communications equipment is completed.

16. RIGHT OF FIRST REFUSAL. If at any time after the Effective Date, LESSOR receives an offer or letter of intent from any person or entity that is in the business of owning, managing or operating communications facilities or is in the business of acquiring landlord interests in agreements relating to communications facilities, to purchase fee title, an easement, a lease, a license, or any other interest in the Premises or any portion thereof or to acquire any interest in this Agreement, or an option for any of the foregoing, LESSOR shall provide written notice to LESSEE of said offer ("LESSOR's Notice"). LESSOR's Notice shall include the prospective buyer's name, the purchase price being offered, any other consideration being offered, the other terms and conditions of the offer, a description of the portion of and interest in the Premises and/or this Agreement which will be conveyed in the proposed transaction, and a copy of any letters of intent or form agreements presented to LESSOR by the third party offeror. LESSEE shall have the right of first refusal to meet any bona fide offer of sale or transfer on the terms and conditions of such offer or by effectuating a transaction with substantially equivalent financial terms. If LESSEE fails to provide written notice to LESSOR that LESSEE intends to meet such bona fide offer within thirty (30) days after receipt of LESSOR's Notice, LESSOR may proceed with the proposed transaction in accordance with the terms and conditions of such third party offer, in which event this Agreement shall continue in full force and effect and the right of first refusal described in this Paragraph shall survive any such conveyance to a third party. If LESSEE provides LESSOR with notice of LESSEE's intention to meet the third party offer within thirty (30) days after receipt of LESSOR's Notice, then if LESSOR's Notice describes

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a transaction involving greater space than the Premises, LESSEE may elect to proceed with a transaction covering only the Premises and the purchase price shall be pro-rated on a square footage basis. Further, LESSOR acknowledges and agrees that if LESSEE exercises this right of first refusal, LESSEE may require a reasonable period of time to conduct due diligence and effectuate the closing of a transaction on substantially equivalent financial terms of the third party offer. LESSEE may elect to amend this Agreement to effectuate the proposed financial terms of the third party offer rather than acquiring fee simple title or an easement interest in the Premises.

17. RIGHTS UPON SALE. Should LESSOR, at any time during the Term, decide (i) to sell or otherwise transfer all or any part of the Property, or (ii) to grant to a third party by easement or other legal instrument an interest in and to any portion of the Premises, such sale, transfer, or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder. In the event that LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Agreement whereby the third party agrees in writing to assume all obligations of LESSOR under this Agreement, then LESSOR shall not be released from its obligations to LESSEE under this Agreement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Agreement.

18. LESSOR'S TITLE. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the Effective Date and covenants during the Term that LESSOR has full authority to enter into and execute this Agreement and that there are no liens, judgments, covenants, easement, restrictions or other impediments of title that will adversely affect LESSEE's Use.

19. ASSIGNMENT. Without any approval or consent of the other Party, this Agreement may be sold, assigned or transferred by either Party to (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party; or (iii) any entity directly or indirectly under common control with the Party. LESSEE may assign this Agreement to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization without approval or consent of LESSOR. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the other Party, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of either Party shall constitute an assignment hereunder. LESSEE may not sublet the Premises without LESSOR'S prior written consent.

20. NOTICES. Except for notices permitted via telephone in accordance with Paragraph 13, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of North Royalton  
14600 State Road  
North Royalton, Ohio 44133  
Attention: Mayor

SITE NAME: North Royalton Sprague  
SITE NUMBER: CLEV-503/ Location Code 443064  
ATTY/DATE: JAC/ 5-23-19

LESSEE: Cellco Partnership  
d/b/a Verizon Wireless  
180 Washington Valley Road  
Bedminster, New Jersey 07921  
Attention: Network Real Estate

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

21. Intentionally Deleted.

22. DEFAULT. It is a "Default" if (i) either Party fails to comply with this Agreement and does not remedy the failure within 30 days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted 30 days and diligently pursue the cure to completion within 90 days after the initial written notice, or (ii) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within 5 days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted 5 days and diligently pursue the cure to completion within 15 days after the initial written notice. The cure periods set forth in this Paragraph 22 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 13 of this Agreement.

23. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Property is located. .

24. ENVIRONMENTAL. The Parties recognize that LESSEE is only leasing a small portion of LESSOR's property and LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities.

25. CASUALTY. If a fire or other casualty damages the Property or the Premises and impairs LESSEE's Use, rent shall abate until LESSEE'S Use is restored. If LESSEE's Use is not restored within 45 days, LESSEE may terminate this Agreement.

26. CONDEMNATION. If a condemnation of any portion of the Property or Premises impairs LESSEE's Use, Lessee may terminate this Agreement.

27. APPLICABLE LAWS. During the Term, LESSOR shall maintain the Property in compliance with all applicable laws, EH&S Laws, rules, regulations, ordinances, directives, covenants, easements, consent decrees, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with (i) all Laws relating solely to LESSEE's specific and unique nature of use of the Premises; and (ii) all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises.

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SITE NUMBER: CLEV-503/ Location Code 443064  
ATTY/DATE: JAC/ 5-23-19

28. TAXES. LESSEE shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any tax assessment or billing for which LESSEE is wholly or partly responsible for payment. LESSOR shall reasonably cooperate with LESSEE at LESSEE's expense in filing, prosecuting and perfecting any appeal or challenge to taxes as set forth in the preceding sentence, including but not limited to, executing any consent, appeal or other similar document. In the event that as a result of any appeal or challenge by LESSEE, there is a reduction, credit or repayment received by the LESSOR for any taxes previously paid by LESSEE, LESSOR agrees to promptly reimburse to LESSEE the amount of said reduction, credit or repayment. In the event that LESSEE does not have the standing rights to pursue a good faith and reasonable dispute of any taxes under this paragraph, LESSOR will pursue such dispute at LESSEE's sole cost and expense upon written request of LESSEE.

29. Intentionally Deleted.

30. MISCELLANEOUS. This Agreement contains all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement shall be governed, interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules. Except as expressly set forth in this Agreement, nothing in this Agreement shall grant, suggest or imply any authority for one Party to use the name, trademarks, service marks or trade names of the other for any purpose whatsoever. LESSOR agrees to execute a Memorandum of this Agreement, which LESSEE may record with the appropriate recording officer. The provisions of the Agreement relating to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

[Signature page follows. The remainder of this page is intentionally blank.]

SITE NAME: North Royalton Sprague  
SITE NUMBER: CLEV-503/ Location Code 443064  
ATTY/DATE: JAC/ 5-23-19

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals  
the day and year first above written.

**LESSOR:**

City of North Royalton

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE:**

Cellco Partnership,  
d/b/a Verizon Wireless

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

Name: Michael Russo

Its: Director Network Field Engineering

Date: \_\_\_\_\_

SITE NAME: North Royalton Sprague  
SITE NUMBER: CLEV-503/ Location Code 443064  
ATTY/DATE: JAC/ 5-23-19

STATE OF OHIO )  
COUNTY OF CUYAHOGA ) **ACKNOWLEDGEMENT**

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby  
certify that \_\_\_\_\_ personally came before me this day and acknowledged  
that s/he is the \_\_\_\_\_ of the City of North Royalton, and s/he, being authorized  
to do so, executed the foregoing **LAND LEASE AGREEMENT** as his/her own act and deed on behalf of the  
City of North Royalton.

WITNESS my hand and official Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_



SITE NAME: North Royalton Sprague  
SITE NUMBER: CLEV-503/ Location Code 443064  
ATTY/DATE: JAC/ 5-23-19

STATE OF OHIO	)	
	)	<b>ACKNOWLEDGMENT</b>
COUNTY OF DELAWARE	)	

I, \_\_\_\_\_, a Notary Public for said County and State, do hereby certify that Michael Russo personally came before me this day and acknowledged that he is the Director Network Field Engineering, of Cellco Partnership d/b/a Verizon Wireless, and that he, as Director Network Field Engineering, being authorized to do so, executed the foregoing **LAND LEASE AGREEMENT** on behalf of Cellco Partnership d/b/a Verizon Wireless.

WITNESS my hand and official Notarial Seal, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

SITE NAME: North Royalton Sprague  
SITE NUMBER: CLEV-503/ Location Code 443064  
ATTY/DATE: JAC/ 5-23-19

**EXHIBIT "A"**

**DESCRIPTION OF PROPERTY**

**LAND SPACE (0.057 ACRE TRACT)**

Situated in the State of Ohio, County of Cuyahoga, and City of North Royalton, and knows as being part of Original Royalton Township Section No. 1, and being part of a 5.57 acre tract (per Auditor's record) conveyed to City of North Royalton, as recorded in Deed Books Volume 10959, Page 39, Volume 11103, Page 717, and Volume 90-1741, Page 37, all records being record of Cuyahoga County Recorder's Office, Ohio, and being more particularly described as follows:

Commencing for reference at a point in the centerline of W. Sprague Road (60 ft in width), said point also being a northwest corner of said 5.57 acre tract, thence N 89°16'31" E, along the centerline of W. Sprague Road and the north line of said 5.57 acre tract, a distance of 3.84 feet to a point;

Thence S 00°10'07" W, crossing over said 5.57 acre tract, a distance of 547.79 feet to a point;

Thence N 89°49'53" W, a distance of 20.01 feet to a point;

Thence S 00°00'00" E, a distance of 18.00 feet to an iron pin set, said iron pin set being the TRUE POINT OF BEGINNING;

Thence S 00°00'00" E, a distance of 50.00 feet to an iron pin set;

Thence N 90°00'00" W, a distance of 50.00 feet to an iron pin set;

Thence N 00°00'00" E, a distance of 50.00 feet to an iron pin set;

Thence N 90°00'00" E, a distance of 50.00 feet to the TRUE POINT OF BEGINNING, having an area of 2500.00 Square Feet or 0.057 Acres, more or less, subject to all rights of way, easements, and restrictions of record.

**ACCESS AND UTILITY RIGHT OF WAY (0.438 ACRE TRACT)**

Situated in the State of Ohio, County of Cuyahoga, and City of North Royalton, and knows as being part of Original Royalton Township Section No. 1, and being part of a 5.57 acre tract (per Auditor's record) conveyed to City of North Royalton, as recorded in Deed Books Volume 10959, Page 39, Volume 11103, Page 717, and Volume 90-1741, Page 37, all records being record of Cuyahoga County Recorder's Office, Ohio, and being more particularly described as follows:

Commencing for reference at a point in the centerline of W. Sprague Road (60 ft in width), said point also being a northwest corner of said 5.57 acre tract, thence N 89°16'31" E, along the

SITE NAME: North Royalton Sprague  
SITE NUMBER: CLEV-503/ Location Code 443064  
ATTY/DATE: JAC/ 5-23-19

centerline of W. Sprague Road and the north line of said 5.57 acre tract, a distance of 3.84 feet to a point, said point being the TRUE POINT OF BEGINNING;

Thence N 89°16'31" E, along the centerline of W. Sprague Road and the north line of said 5.57 acre tract, a distance of 30.00 feet to a point;

Thence S 00°10'07" W, crossing over said 5.57 acre tract, a distance of 601.11 feet to a point;

Thence N 90°00'00" W, a distance of 49.86 feet to a point in the east line of the Land Space;

Thence N 00°00'00" E, partially along the east line of the Land Space, a distance of 53.00 feet to a point;

Thence S 89°49'53" E, a distance of 20.01 feet to a point;

Thence N 00°10'07" E, a distance of 547.79 feet to the TRUE POINT OF BEGINNING, having an area of 19083.44 Square Feet or 0.438 Acres, more or less, subject to all rights of way, easements, and restrictions of record.

SITE NAME: North Royalton Sprague  
SITE NUMBER: CLEV-503/ Location Code 443064  
ATTY/DATE: JAC/ 5-23-19

**EXHIBIT "B"**

**SITE PLAN OF THE PREMISES**

## SITE INFORMATION

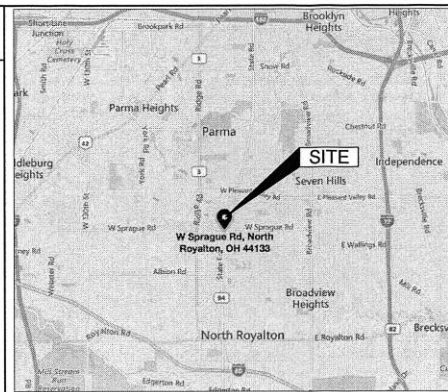
PROJECT DESCRIPTION:	INSTALLATION OF NEW ANTENNAS ON AN NEW 100'-0" TALL MONOPOLE AND INSTALLATION OF NEW EQUIPMENT CABINET ON A CONCRETE PAD W/ OVERHEAD ICE SHIELD INSIDE A NEW FENCED COMPOUND
----------------------	--

SITE ADDRESS: 11355 W SPRAGUE ROAD  
NORTH ROYALTON, OH 44133

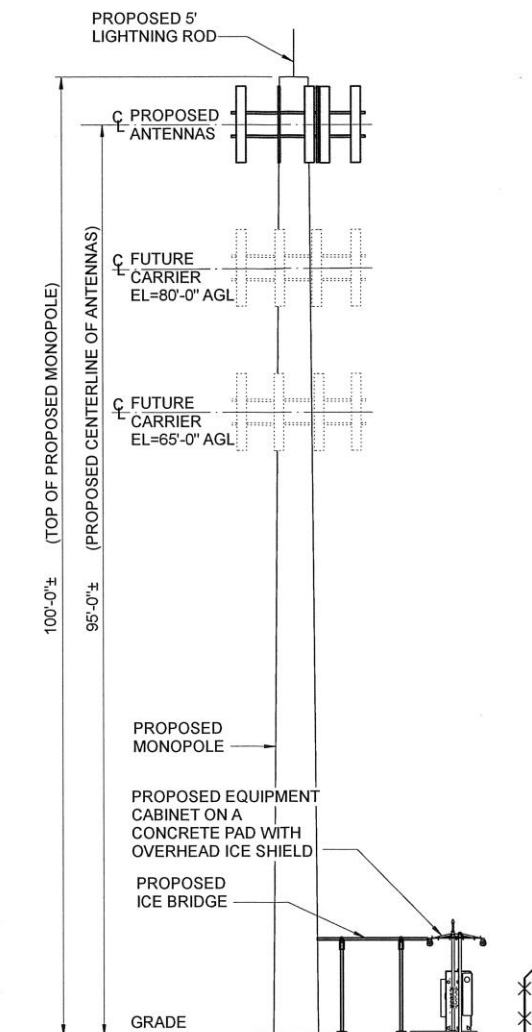
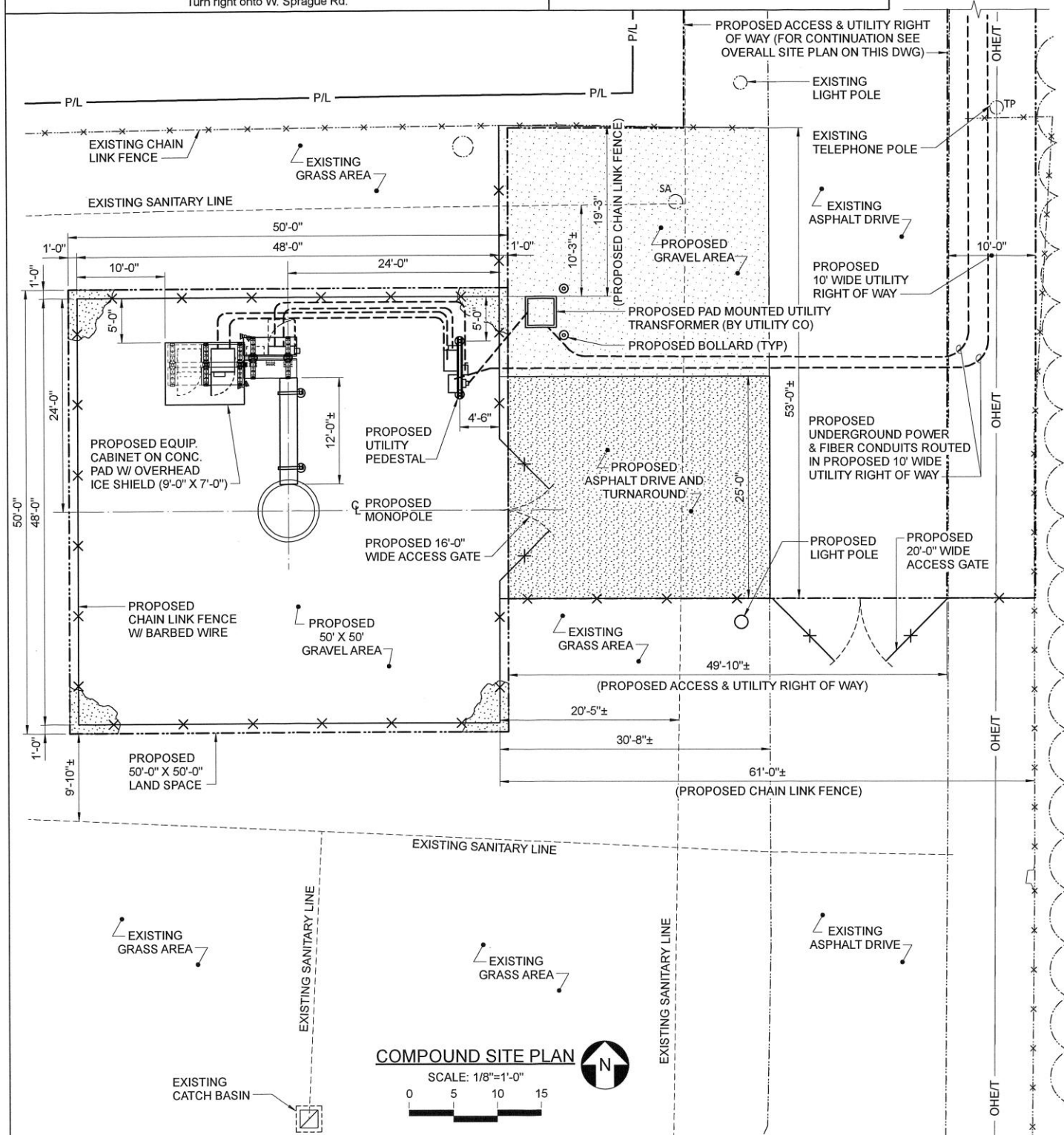
COUNTY: CUYAHOGA

TOWER COORDINATES:	LATITUDE:	N. 41° 20' 56.79"
	LONGITUDE:	W. 81° 46' 19.85"

DRIVING DIRECTIONS: Turn right onto Orangeport Rd. Turn left onto US-23. Continue onto Green Meadows Dr. N. Turn left onto E Orange Rd. Turn left onto S. Old State Rd. Turn left onto OH-750 E. Turn left onto Gemini Pl. Take ramp left for I71 N. toward Cleveland. At exit 186, take ramp right for US-250 toward Ashland/Wooster. Turn right onto OH-89. Turn right onto US-42. Bear right onto OH-604. Turn left onto OH-301. Turn right onto OH-604/ Easton Rd. Turn left onto Wohlgaumuth Rd./CR-128. Bear left onto OH-539/Congress Rd. Take ramp right for I-71 N. towards Cleveland. Take ramp right, turn right onto OH-82 E./Royallon Rd. Turn left onto OH-3/Ridge Rd. Turn right onto W. Sprague Rd.

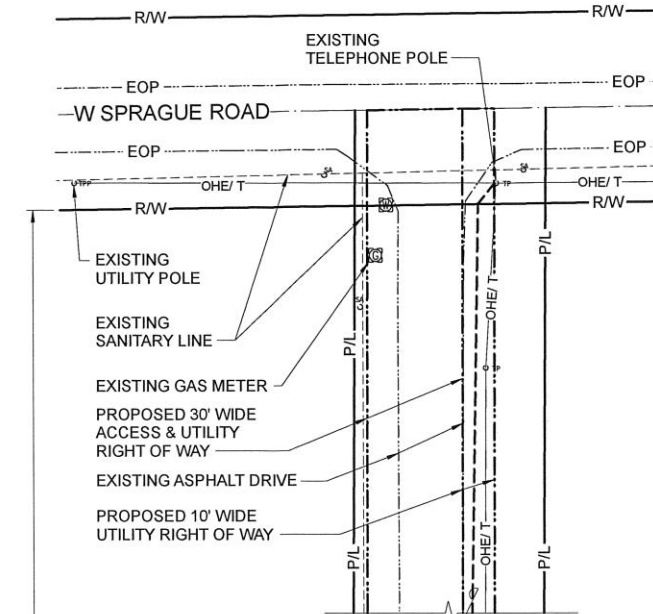
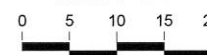


VICINITY MAP  
NO SCALE

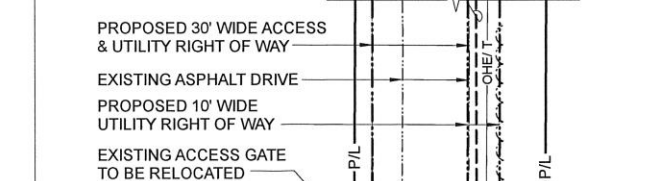


ELEVATION

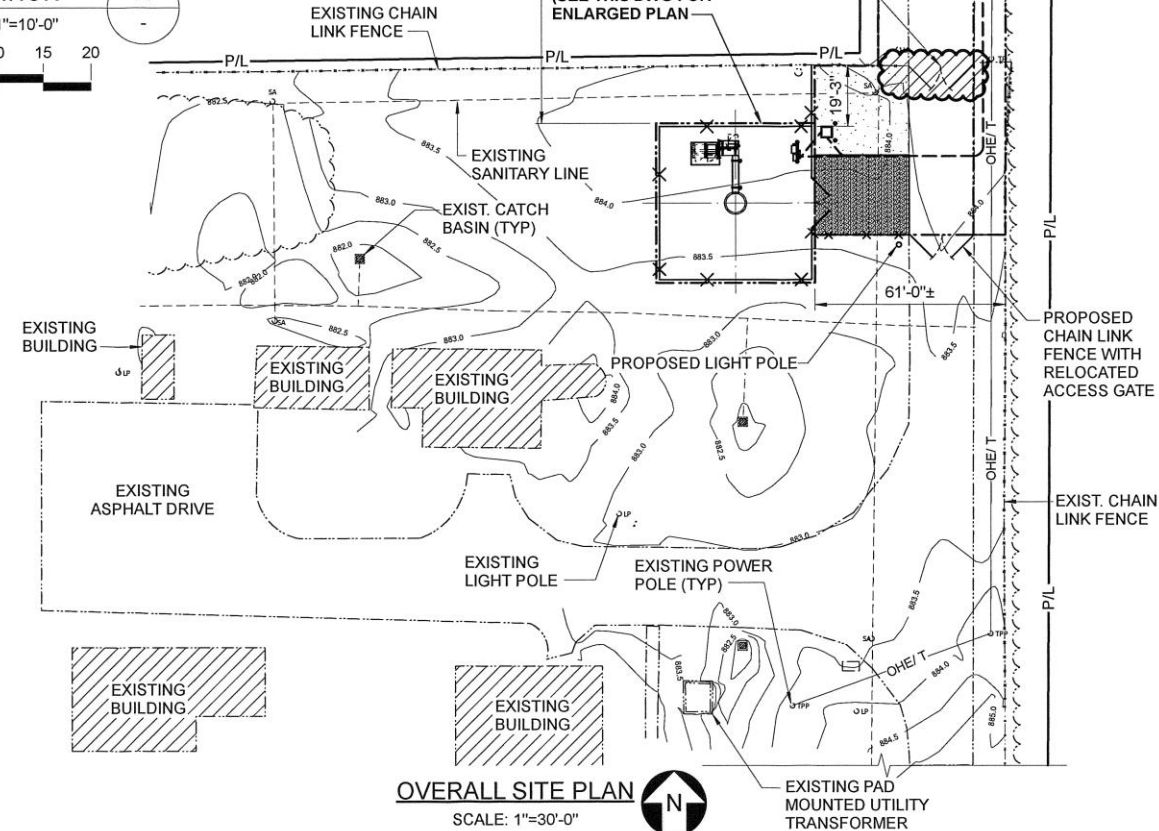
SCALE: 1"=10'-0"



PROPOSED UNDERGROUND POWER  
AND FIBER CONDUITS ROUTED IN  
10' WIDE UTILITY RIGHT OF WAY ———



PROPOSED 50'-0" X 50'-0"  
LAND SPACE  
(SEE THIS DWG FOR  
ENLARGED PLAN)



OVERALL SITE PLAN

SCALE: 1"=30'-0"



NEW PAR dba

**verizon**<sup>✓</sup>

**HARPER  
ENGINEERING, INC.**  
TELECOM GROUP

815 Superior Ave. Suite 1514  
Cleveland, OH. 44114

Phone: (216)344-3855  
Fax: (216)344-3856

## DRAWING REVISIONS

Rev.	Description:	Date:	Mgr.
A	For Approval	07/13/18	GJB
B	Rev'd Fence	07/23/18	GJB
C	Rev'd Equip. Pad	08/08/18	GJB

Engineer's Seal

SITE NAME:  
NORTH ROYALTON SPRAGUE

VERIZON SITE NUMBER:  
CLEV-503

11355 W SPRAGUE ROAD  
NORTH ROYALTON, OH 44133

SHEET NAME:

SITE  
DEVELOPMENT  
PACKAGE

SHEET No./Rev.:

Z-1

SCALE: AS NOTED

DRWN. BY: MEP

CHK'D. BY: CMK

DATE: 07/10/18